

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.4
(ID # 13383)**

MEETING DATE:
Tuesday, September 29, 2020

FROM: ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approve the Professional Services Agreement Between Mt. San Antonio Community College District and Department of Animal Services to provide Pet Sterilization Services; All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement (PSA) between the Mt. San Antonio Community College District and the County of Riverside to provide pet sterilization services;
2. Authorize the Chair of the Board of Supervisors to execute the attached PSA on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the PSA on behalf of the County.

ACTION: Policy

Julie Bank, Director of Animal Services 9/14/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 29, 2020
xc: Animal Services

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by Mount San Antonio College			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of this PSA is to provide pet sterilization services to the dogs being adopted from the Department of Animal Services (DAS). DAS must spay or neuter all dogs and cats that are adopted from the shelter pursuant to Food and Agriculture code 30503 (a)(1). Mt. San Antonio Community College District (MSAC) has the experience, knowledge, and equipment needed to perform spay and neuter surgeries on dogs. MSAC will transport the dogs to and from MSAC's campus to perform spay or neuter surgeries. This partnership will benefit both parties as MSAC has a veterinary tech program that can provide spay and neuter surgeries at no cost to DAS.

Staff recommend approving the attached PSA and authorizing the Director of Animal Services to implement the PSA.

Impact on Residents and Businesses

This will have a positive impact for Riverside County residents and the animals in our care. The PSA will give DAS the ability to provide spay and neuter surgeries to the dogs being adopted. These surgeries are vital to reducing pet overpopulation and to allow adoptions to continue without delay. This will reduce the costs associated with housing adopted pets for extended periods of time.

Additional Fiscal Information

There is no additional impact on the general fund. MSAC will transport the animals to and from the campus, and the pet sterilizations will be performed at no cost to COUNTY.

ATTACHMENT.

Professional Services Agreement with Mt. San Antonio Community College District

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Douglas Cordonez Jr.


9/21/2020


Gregory V. Priamos, Director County Counsel

9/17/2020

PROFESSIONAL SERVICES AGREEMENT

for

PET STERILIZATION SERVICES

between

COUNTY OF RIVERSIDE

and

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT



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This Agreement, made and entered into this ____ day of _____, 2020, by and between Mt. San Antonio Community College District, a California Community College District, (herein referred to as "MSAC"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 MSAC shall provide all services as outlined and specified in Exhibit A, Scope of Services.

1.2 MSAC represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. MSAC shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 MSAC affirms that it is fully apprised of all of the work to be performed under this Agreement; and the MSAC agrees it can properly perform this work. MSAC is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the MSAC's performance under this Agreement does not operate as a release of MSAC's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. MSAC shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 MSAC shall perform services listed in Exhibit A, Scope of Services, at no cost to COUNTY.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors, or designee, is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

5. Termination

5.1. COUNTY or MSAC may terminate this Agreement without cause upon 30 days written notice served upon the COUNTY or MSAC stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for MSAC's default, if MSAC refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, MSAC shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 MSAC's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by MSAC; or in the event of MSAC's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, MSAC shall not be entitled to any further compensation under this Agreement.

5.5 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The MSAC agrees that all materials, reports or products in any form, including electronic, created by MSAC for which MSAC has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. MSAC agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of County

7.1 The MSAC covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with MSAC's performance under this Agreement. The MSAC further covenants that no person or subcontractor having any such interest shall be employed or retained by MSAC under this Agreement. The MSAC agrees to inform the COUNTY of all the MSAC's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The MSAC shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the MSAC is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The MSAC or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The MSAC shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the MSAC's conformity with the terms of this Agreement. If any services performed or products provided by MSAC are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the MSAC to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the MSAC immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to MSAC any costs incurred by the COUNTY because of the MSAC's failure to perform.

8.2 MSAC shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate MSAC'S performance under this Agreement at any time, upon reasonable notice to the MSAC.

9. Independent Contractor/Employment Eligibility

9.1 The MSAC is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the MSAC (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and MSAC shall hold COUNTY harmless from any and all claims that may be made against MSAC based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that MSAC in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the MSAC with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the COUNTY and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The MSAC shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

MSAC shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. MSAC warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The MSAC agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the MSAC; and COUNTY shall in no way be responsible to MSAC for other entities' purchases.

14. Non-Discrimination

MSAC shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply

with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

MSAC shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the MSAC's costs related to this Agreement. All such books, documents and records shall be maintained by MSAC for at least five years following termination of this Agreement and be available for audit by the COUNTY. MSAC shall provide to the COUNTY reports and information related to this Agreement as requested by MSAC.

16. Confidentiality

16.1 The MSAC shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The MSAC shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The MSAC shall not use such information for any purpose other than carrying out the MSAC's obligations under this Agreement. The MSAC shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The MSAC shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Director of Animal Services, or designee, shall administer this Agreement on behalf of the COUNTY. The Department of Animal Services is to serve as the liaison with MSAC in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

MT. SAN ANTONIO COLLEGE

Veterinary Technology Program

ATTN:Dawn Waters

1100 N. Grand Ave.

Walnut, CA 91789

COUNTY OF RIVERSIDE

Department of Animal Services

6851 Van Buren Blvd.

Jurupa Valley, CA 92509

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. Hold Harmless/Indemnification

20.1 MSAC shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of MSAC, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by MSAC, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. MSAC shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, costs of investigations, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

20.2 With respect to any action or claim subject to indemnification herein by MSAC, MSAC shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes MSAC's

indemnification to COUNTY as set forth herein. MSAC's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given MSAC written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at MSAC's expense, for the defense or settlement thereof. MSAC's obligation hereunder shall be satisfied when MSAC has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

20.3 The specified insurance limits required in this Agreement shall in no way limit the MSAC's obligations to indemnify and hold harmless COUNTY herein from third party claims.

21. Insurance

MSAC agrees to maintain the following insurance coverage during the term of this Agreement:

21.1 Workers' Compensation:

MSAC shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupation Disease with limits not less than \$1,000,000 per person per accident.

21.2 Commercial General Liability:

MSAC shall maintain Commercial General Liability Insurance coverage for claims which may arise from or out of MSAC's performance of its obligations hereunder. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

21.3 Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then MSAC agrees to maintain automobile liability insurance for vehicles provided by the MSAC for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

21.4 General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).
- b. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

22. General

22.1 MSAC shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

22.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

22.3 In the event the MSAC receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the MSAC shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the MSAC.

22.4 MSAC shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

22.5 MSAC shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The MSAC warrants that it has good title to all materials or products used by MSAC or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

22.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

22.7 The COUNTY agrees to cooperate with the MSAC in the MSAC's performance under this Agreement.

22.8 MSAC shall comply with all applicable Federal, State and local laws and regulations. MSAC will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the MSAC shall comply with the more restrictive law or regulation.

22.9 MSAC shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

22.10 MSAC shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

22.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


22.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

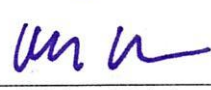
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Mt. San Antonio Community College District, a California Community College District

By: 
V. Manuel Perez, Chairman
Board of Supervisors

By: 
Richard Mahon
Vice President of Instruction


Dated: SEP 29 2020

Dated: 5/29/2020

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: , Chief Deputy
for Amrit P. Dhillon
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

1. MSAC shall provide spay/neuter surgical services and directly related health diagnostics.

MSAC shall provide the following services:

- 1.1 Perform physical examinations on small animals to determine and evaluate overall health and suitability of an animal prior to surgery.
- 1.2 Administer anesthesia and/or other medications as needed, perform sterilizations of dogs and cats. Spay and neuter surgeries will only be performed by a licensed veterinarian.
- 1.3 Perform immunizations on animals for purposes of rabies and disease control.
- 1.4 Perform, on occasion and based on availability, dental care, including, but not limited to teeth cleaning.
- 1.5 Advise para-professional staff in the proper care of said animals.
- 1.6 MSAC shall be tactful when dealing with the public including the owners of the sterilized pets when health related issues arise.

2. Hours of Operation:

- 2.1 Monday to Friday from 7:30 a.m. to 4:30 p.m.

3. Location of Service:

Western Riverside County/City Animal Shelter
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

Mt. San Antonio Community College
1100 N. Grand Ave.
Walnut, CA 91789

4. Requirements:

- 4.1 MSAC Veterinarians shall maintain valid California Veterinary License
- 4.2 MSAC shall maintain required insurance coverage

//////

Maxwell, Sue

From: cob@rivco.org
Sent: Tuesday, September 29, 2020 8:57 AM
To: COB; ba4612442@gmail.com
Subject: Board comments web submission

CAUTION: This email originated externally from the **Riverside County** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.



First Name: B
Last Name: Anderson
Address (Street, City and Zip): Rancho mirage 92270
Phone: 7603249637
Email: ba4612442@gmail.com
Agenda Date: 09/29/2020
Agenda Item # or Public Comment: 3.4
State your position below: Oppose
Comments: Opposed this proposed agreement - this action has grave and uncertain health related concerns for animals that are not "test subjects"
I will be calling in if allowed by the Chairman and clerk of the Board

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20200929. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.