

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



ITEM: 3.8
(ID # 19783)

MEETING DATE:

Tuesday, October 25, 2022

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approve Agreement for Mobile Spay/Neuter Services Between City of Corona and County of Riverside for the Provision of Pet Sterilization Services; District 2. [\$6,000 Total Cost - City of Corona 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the attached Agreement for Mobile Spay/Neuter Services Between the City of Corona and the County of Riverside with a term beginning upon execution through June 30, 2023;
2. Authorize the Chair of the Board of Supervisors to execute the attached agreement on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the Agreement.

ACTION:Policy

Erin Gettis, Director of Animal Services


10/19/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: October 25, 2022
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	\$ 6,000	\$ 0	\$ 6,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by the City of Corona			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) has a mobile clinic that can be deployed to different hosting sites. DAS can perform spay/neuter surgeries and/or vaccination clinics through the mobile unit. The City of Corona (City) desires to contract the mobile unit to perform spay and neuters for their resident's pets. The City plans on utilizing the unit for two separate events during FY 22/23.

Impact on Residents and Businesses

This agreement will have a positive impact for Riverside County residents and their pets. Offering mobile spay/neuter services to residents in their community allows DAS to reach populations we may not have had the chance to reach otherwise.

Additional Fiscal Information

Rates for the mobile spay/neuter unit are established in Ord. No. 560. One full day of service is \$3,000 for approximately 30 spay/neuter surgeries, or 300 rabies vaccinations.

ATTACHMENTS:

- **Letter Agreement for Mobile Spay/Neuter Services**


Jason Farin, Principal Management Analyst 10/20/2022

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you



OFFICE OF: Finance Department - Purchasing Division

400 South Vicentia Avenue, Suite 320, Corona, California 92882
City Hall Online- <http://www.coronaca.gov>

Phone: (951) 736-2274

July 11, 2022

County of Riverside
Department of Animal Services
6851 Van Buren Blvd
Jurupa Valley, CA 92509

Re: Letter Agreement for Mobile Spay/Neuter Services

Dear Erin Gettis:

PARTIES: This letter shall be our agreement ("Letter Agreement") regarding the Mobile Spay/Neuter services described below ("Services") to be provided by Riverside County Department of Animal Services ("Contractor") as an independent contractor to the City of Corona ("City") for the City's Mobile Spay/Neuter ("Project"). Contractor is retained as an independent contractor and is not an employee of the City.

SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided include the following: Spay/Neuter Services and Shot Clinic. Services on the Project shall begin immediately and be completed by June 30, 2023 ("Term"), unless extended by the City in writing.

STANDARD OF CARE: Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Letter Agreement.

SUBSTITUTION OF KEY PERSONNEL: Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: Katherine Buff.

COMPENSATION: Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the daily rate(s) of \$3,000, per day. The total compensation shall not exceed Six Thousand dollars (\$6,000) ("Total Compensation") without written approval of City's Representative. Contractor's invoice shall include a detailed description of the Services performed. Invoices shall be submitted to the City monthly as

OCT 25 2022 3.8

performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

PREVAILING WAGES: Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Letter Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Letter Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Letter Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

INSURANCE: Contractor shall provide proof of self-insurance, including commercial general liability and automobile insurance, to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the Term of this Letter Agreement, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law.

TERMINATION: The City may terminate this Letter Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter Agreement only upon 30 calendar days' written notice to the City and only in the event of City's failure to perform in accordance with the terms of this Letter Agreement through no fault of Contractor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Contractor's Services, the Project or this Letter Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent

Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, official officers, employees, agents, or volunteers.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, as well as emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD), the California Air Resources Board (CARB) or other governmental agencies. By executing this Letter Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and contractors performing any work or Services relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Contractor shall indemnify City against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE ATTORNEY'S FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Riverside County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

City of Corona
Letter Agreement Mobile Spay/Neuter Services
July 11, 2022
Page 4 of 5

ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the City, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

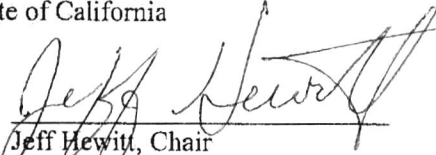
If you agree with the terms of this Letter Agreement, please sign and date where indicated below, and return one fully executed copy to the City. An original, executed copy is enclosed for your records.

[SIGNATURES ON NEXT 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

By:



Jeff Hewitt, Chair
Board of Supervisors

CITY OF CORONA,
a Municipal Corporation

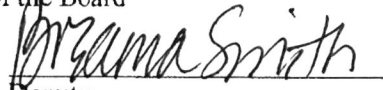
By:

Paul Mercado
Chief of Police

ATTEST:

Kecia R. Harper
Clerk of the Board

By:



Deputy

REVIEWED BY:

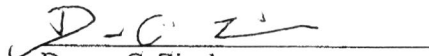
Scott Briggs
Acting Purchasing Manager

By: _____

APPROVED AS TO FORM:

County Counsel

By:



Darren C. Ziegler
Deputy County Counsel