

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



ITEM: 13.2
(ID # 20782)

MEETING DATE:

Tuesday, December 13, 2022

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Professional Service Agreement with Jess Ranch Trout Farm, Inc. for Live Rainbow Trout Stocking Services for Lake Skinner, Lake Cahuilla, and Rancho Jurupa Regional Parks without seeking competitive bids for one year; CEQA Nothing Further Required; Districts 2, 3, and 4. [\$103,125 Total Cost - Park Maintenance and Operations Fund-25400 70%, Lake Skinner Fund-25620 30%] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that nothing further is required under the California Environmental Quality Act ("CEQA") because the project was previously found to be categorically exempt on January 28, 2021;
2. Authorize the attached Sole Source Procurement Request as approved by the Riverside County Purchasing Agent;
3. Approve Professional Service Agreement with Jess Ranch Trout Farm for Lake Skinner, Lake Cahuilla, and Rancho Jurupa Regional Campgrounds without seeking competitive bids with a maximum total amount of \$103,125 to June 30, 2023;
4. Authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District (RivCoParks);
5. Authorize the General Manager, or designee, to execute future amendments, make ministerial changes to the Agreement, as approved as to form by County Counsel, and increase compensation no more than ten percent (10%);
6. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to RivCoParks; and
7. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval by the Board.

ACTION:Policy



Kyla R. Brown, General Manager

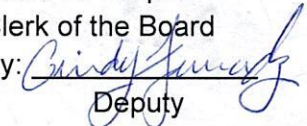
12/5/2022

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Washington, seconded by Director Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: December 13, 2022
xc: Parks, Recorder

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 103,125	\$ 0	\$ 103,125	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Operating fund 25400 70% and Lake Skinner Fund 25620 30%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Regional Park and Open-Space District ("RivCoParks") has contracted for services to stock live Rainbow Trout at Lake Skinner, Lake Cahuilla, and Rancho Jurupa regional parks. RivCoParks contracts for this service due to the unique need to supply fish at recreational lakes within RivCoParks' service area. RivCoParks serves over 45,000 anglers annually. To meet the needs of lake users, this service includes delivering and unloading approximately 21,000 pounds, yearly, of sterile Rainbow Trout to supplement scheduled state stocks.

On January 26, 2021 by Minute Order 13.1, a 5 (five) year contract was awarded to Calaveras Trout Farm (Calaveras) to stock the aforementioned trout. Calaveras, however, has been adversely affected by drought conditions and is unable to provide trout this year. Jess Ranch Fish Hatchery is the only other local fishery able to provide the triploid (sterile) trout needed to stock lakes across Riverside County. RivCoParks finds that the proposed price of \$6.25 per pound is reasonable, based on previous contracts and the current consumer price index. A Sole Source Request has been prepared.

CEQA CONSIDERATIONS

This Project was previously found to be categorically exempt, and a Notice of Exemption was filed citing exemptions: 15301 Existing Facilities - Applies to the operation, maintenance, and minor alteration of public facilities, involving negligible or no expansion of existing or former use. Subsection U) including fish stocking by the California Department of Fish and Game. The three lakes at Rancho Jurupa Park, Lake Skinner and Lake Cahuilla have been stocked annually for the duration of the Park's operations. Additionally, the Department of Fish & Wildlife approval of fish importation and private fish stocking are exempt under California Code of Regulations, title 14, section 757. The multiple exemptions for fishing stocking demonstrate that fishing stocking is an activity that would not generally be likely to have a significant impact on the environment, and the actions would be undertaken for the project in the same manner as they would be done by the Department of Fish & Wildlife, with no different or greater possibility of significant impacts., Section 15323: Normal Operations of Facilities for Public Gatherings, and Section 15061(b)(3),. General Rule "Common Sense" Exemption: If it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Nothing further is required.

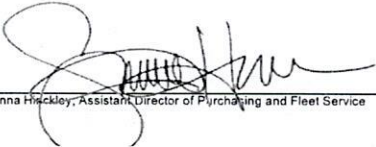
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Impact on Citizens and Businesses

This Agreement will allow RivCoParks to provide residents and visitors of Riverside County with adequate fishing opportunities and supply. Fishing connects people with nature and allows them to develop skills for self-reliance. Benefits of fishing extend to physical and mental wellbeing and promotes family bonding while fostering community awareness and care for urban waterways.

Attachments

Sole Source Justification
Professional Services Agreement
Notice of Exemption



Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 12/5/2022



Jason Farin, Principal Management Analyst 12/7/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 12/7/2022

PROFESSIONAL SERVICE AGREEMENT

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

and

JESS RANCH DEVELOPMENT COMPANY, INC

DbA JESS RANCH FISH HATCHERY



DEC 13 2022 13.2

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This Agreement, made and entered into this ____ day of _____, 2022, by and between (**Jess Ranch Development Company, Inc**) (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a park and open-space district created pursuant to California Public Resources Code Div.5, Ch.3, Art. 3, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit 'A', Scope of Services, at the prices stated in Exhibit 'B', Cost Summary.

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

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR'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, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with delivery to the parks outlined in Exhibit 'B', Delivery Locations. The price per pound shall not exceed \$6.25. Maximum payments by DISTRICT to CONTRACTOR shall not exceed (\$103,125) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will

automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within fifteen (15) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District
Attn: Finance
4600 Crestmore Road, Jurupa Valley, CA 92509
OR: Email invoices to: Parks-Finance@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-212-B; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the DISTRICT General Manager may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to affect the term period extensions. If any such alteration causes an increase or

decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon one-hundred eighty (180) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONTRACTOR will return funds to DISTRICT on a pro-rata basis, if applicable.

5.3 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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 DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

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

5.5 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of DISTRICT 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 CONTRACTOR agrees that all FISH provided by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT.

7. Conduct of Contractor

7.1 The CONTRACTOR 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 CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONTRACTOR 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 CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All Delivered FISH as defined in "Exhibit A" shall be subject to inspection by the DISTRICT. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any FISH provided by CONTRACTOR are not in conformance with the terms of this

Agreement, the DISTRICT shall have the right to require the CONTRACTOR to provide FISH in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the FISH to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement.

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT 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 CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT 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 CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR 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

CONTRACTOR 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 DISTRICT. CONTRACTOR 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 CONTRACTOR 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 entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be 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. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such supporting documents as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement..

16. Confidentiality

16.1 The CONTRACTOR 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; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR 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 CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. 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 DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with CONTRACTOR 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:

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

JESS RANCH FISH HATCHERY
19756 Del Oro Road
Apple Valley, CA 92308
Attn: Robert Ledford

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. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers 'Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers 'Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. General Insurance Provisions - All lines:

1) 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) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention

shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

23.2 Any waiver by DISTRICT 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 DISTRICT 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 DISTRICT from enforcement of the terms of this Agreement.

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

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

23.5 CONTRACTOR 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 CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

23.7 The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

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

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

23.10 CONTRACTOR 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).

23.11 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.

23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.


23.13 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.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

SERVICE PROVIDER
JESS RANCH FISH HATCHERY
19756 Del Oro Road
Apple Valley, CA 92308

Signature: 
Chuck Washington
Chairman, Board of Directors

Signature: 
Print Name: ROBERT JEFFERSON
Title: V/P GENERAL MANAGER

Dated: 12/13/22

Dated: 12-5-2022

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Minh Tran County Counsel


By: 
Kristine Valdez
Supervising Deputy County Counsel

EXHIBIT "A"

SCOPE OF WORK

1. Intent

To deliver and plant approximately 16,500 pounds, yearly, of triploid (sterile) Live Rainbow Trout, for the and on occasion, orders will be placed for special events, fishing derbies or for operational requirements. The fish shall be delivered to various locations to include, Lake Cahuilla, (CAH) Rancho Jurupa Park, (RJU), and Lake Skinner (SKN) Recreation Area as **specified in Exhibit "B"**.

2. Specifications

- a. CONTRACTOR shall provide live, Rainbow Trout. The fish shall be sized 3/4 pound or larger. All fish furnished and delivered shall arrive alive, in good physical condition and free from diseases and harmful pests. Stock shall only contain sterile Rainbow Trout.
- b. Delivery - Delivery truck will arrive within the park's hours of operation. In the event of mechanical failure or situations out of Contractors control, CONTRACTOR will notify Park Supervisor at the delivery location being affected as per specified in Exhibit "B" Delivery Locations and Contacts."
- c. Inspection – The DISTRICT Supervisor shall oversee the unloading and inspection of the fish at each location to ensure that the specifications in this RFQ have been met or exceeded.
- d. Fatalities – All dead and dying fish shall be removed from the load by the CONTRACTOR and the weight of such fish shall be deducted from the total weight listed on the weight statement according to size. This includes any fish delivered.
- e. Rejection – The DISTRICT reserves the right to redirect any delivery location or date within 7 day written request and CONTRACTOR will do its best to accommodate.
- f. Contractor shall be responsible and libel for any and all fine(s) incurred by the DISTRICT for wrong species delivery.

3. Delivery

- a. CONTRACTOR to deliver and plant fish in approximately 825 pound lots in a controlled phased delivery schedule.
- b. In accordance with California Code of Regulations Title 14 (14 CCR) §672.1 Dreissenid Mussel Control and Prevention, the first delivery of all deliveries, needs to be at Lake Cahuilla Recreation Area.
- b. Delivery commencement week of second week of each year December through the end of March each year. These dates are approximate only.
- c. Delivery hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. See **Exhibit "C" Stocking Schedule**.
- d. Size of fish and delivery schedule is of the essence. Failure to comply with the stated size and /or delivery schedules for each location shall be just cause for the DISTRICT to obtain stocking from a supplemental supplier. Any and all incurred cost shall be deducted from the CONTRACTOR'S pending invoices.
- e. The DISTRICT reserves the right to redirect delivery to another location or cancel delivery as a result of excessive water temperatures.
- d. All deliveries shall be F.O.B. Destination, see **Exhibit "B" for locations**.

e. The stocking dates and locations for the 2022/2023 Fiscal Year are listed on the stocking schedule. Each Lake will be stocked with 825 pounds per stocking on the normal stocking sequence.

4. Orders

a. Fish orders shall be a minimum 825 pounds each. Additional orders may be placed for trophy fish ranging in size from two (2) to seven (7) pounds each.

5. Transportation and Equipment

a. CONTRACTOR shall transport fish in a tank truck equipped with standard pump and equipment necessary for continuous aeration in strict conformity with best practices of the trade.

b. During transit from CONTRACTOR'S loading point to DISTRICT unloading point, water temperature shall be maintained at a level necessary to ensure the safety and health of the fish.

6. Notification of Load Arrivals

a. CONTRACTOR will deliver per Exhibit "C" Trout Stocking Schedule. See **Exhibit "C" Trout Stocking Schedule**.

7. Verification of Receipt of Fish

a. CONTRACTOR shall furnish to DISTRICT Supervisor or designee a waybill in duplicate indicating the net weight of fish for each load delivered.

8. Compliance with State Fish and Wildlife Commission

a. CONTRACTOR shall comply with all rules, regulations, instructions and requests of the State of California Fish and Wildlife Commission regarding importation (specifically certification), purchasing, delivery and transportation of fish. Please contact Department of Fish and Wildlife, State of California for details.

b. CONTRACTOR upon receiving notification of award shall advise the Department of Fish and Wildlife, and the State of California, of the breeder's license number and the dates and locations where the fish will be available for inspection by the department.

9. Weigh-In Requirements

a. Fish weight shall be calculated by utilizing the sight displacement method.

10. Inspection

a. A DISTRICT Supervisor shall inspect and accept or reject any or all fish delivered.

EXHIBIT "B"
Delivery Locations and Contacts

Site	Address	Contact
Lake Cahuilla Recreation Area	58075 Jefferson Street, La Quinta, CA 92253	Nori Gardner (760) 578-4636
Rancho Jurupa Regional Park	4800 Crestmore Road, Jurupa Valley, CA 92509	Jack Altevers (951) 543-5298
Lake Skinner Recreation Area	37701 Warren Road, Winchester, CA 92596	Mike Herman (951) 543-5220

EXHIBIT "C"
Stocking Schedule

2022 - 2023 TROUT STOCKING DATES AND LOCATIONS
(DATES AND QTY SUBJECT TO CHANGE WITHOUT NOTICE)

STOCK DATE	LOCATION	POUNDS STOCKED PER LAKE
December 21, 2022	Rancho & Skinner	825 lbs. Stock
December 28, 2022	Cahuilla	825 lbs. Stock
January 4, 2023	Rancho & Skinner	825 lbs. Stock
January 11, 2023	Cahuilla	825 lbs. Stock
January 18, 2023	Rancho	300 lbs. Trophy / 525 lbs. Stock
January 18, 2023	Skinner	825 lbs. Stock
January 25, 2023	Cahuilla	825 lbs. Stock
February 1, 2023	Rancho & Skinner	825 lbs. Stock
February 8, 2023	Cahuilla	825 lbs. Stock
February 15, 2023	Rancho & Skinner	825 lbs. Stock
February 22, 2023	Cahuilla	825 lbs. Stock
March 1, 2023	Rancho & Skinner	825 lbs. Stock
March 8, 2023	Cahuilla	825 lbs. Stock
March 15, 2023	Rancho & Skinner	825 lbs. Stock

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

1/28/21
Date

[Signature]

From: (Public Agency)
Riverside County Regional Park & Open-Space
District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Rainbow Trout Stocking at Rancho Jurupa Park, Lake Skinner and Lake Cahuilla

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific w/ City:

Project Location-County: Riverside

Rancho Jurupa Park: 4800 Crestmore Road, Jurupa Valley, CA 92509

Lake Skinner: 37701 Warren Road, Winchester, CA 92596

Lake Cahuilla: 58075 Jefferson Street, La Quinta, CA 92253

Description of Nature, Purpose and Beneficiaries of Project:

Contracted services for stocking live Rainbow Trout at Lake Skinner, Lake Cahuilla, and Rancho Jurupa regional campgrounds. Delivering and unloading approximately 21,000 pounds, yearly, of sterile Rainbow Trout into these three historically stocked fishing recreation areas.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15301 & 15323
- Statutory Exemptions. State code number:
- 15061(b)3: Common Sense Exemption

Reasons why project is exempt:

15301 Existing Facilities: Applies to the operation, maintenance, and minor alteration of public facilities, involving negligible or no expansion of existing or former use. Subsection (j) including fish stocking by the California Department of Fish and Game. The three lakes at Rancho Jurupa Park, Lake Skinner and Lake Cahuilla have been stocked annually for the duration of the Park's operations. Additionally, the Department of Fish & Wildlife approval of fish importation and private fish stocking are exempt under California Code of Regulations, title 14, section 757. The multiple exemptions for fishing stocking demonstrate that fishing stocking is an activity that would not generally be likely to have a significant impact on the environment, and the actions would be undertaken for the project in the same manner as they would be done by the Department of Fish & Wildlife, with no different or greater possibility of significant impacts.

Continued....

COUNTY OF RIVERSIDE CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: 537080-25400-931235

AMOUNT: \$50.00

DATE: 12/13/2022

AGENCY: RIVERSIDE COUNTY PARK & OPEN-SPACE DISTRICT

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY:

Signature: _____



PRESENTED BY: MICHAEL ALFEREZ, FISCAL MANAGER

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -