

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



ITEM: 13.1
(ID # 22845)

MEETING DATE:
Tuesday, November 28, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: PARKS AND OPEN SPACE DISTRICT: Approve and Execute the Professional Services Agreement with Jess Ranch Development Company, Inc for Live Triploid Rainbow Trout Stocking Services for Lake Skinner, Lake Cahuilla, and Ranch Jurupa Regional Parks between the Riverside County Regional Park and Open-Space District; Districts 2, 3, and 4, CEQA Exempt per State CEQA Guidelines Sections 15301 and 15323 [Total aggregate amount, \$515,625 up to \$103,125 in additional compensation, Park Maintenance and Operation Fund-25400 70%, Lake Skinner Fund-25620 30%] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Approve Professional Service Agreement with Jess Ranch Development Company, Inc for Live Triploid Rainbow Trout Stocking Services for an aggregate total of \$515,625 for 5 years; and authorize the Chair of the Board to sign the agreement on behalf of the District;

Continued on Page 2

ACTION:Policy

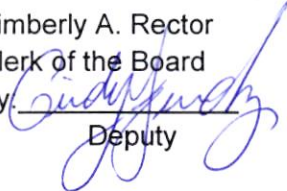

Kyla R. Brown, General Manager 10/30/2023

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: Parks, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 - Operation of Existing Public Structures and 15323 - Normal Operations of Facilities for Public Gatherings;
3. Authorize the General Manager, or their Designee, or Purchasing Agent in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the contracts;
4. Direct the Clerk of the Board to return three (3) executed copies of the Agreement to RivCoParks; and
5. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 103,125	\$ 103,125	\$ 515,625	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Park Maintenance and Operation Fund-25400 70 % and Lake Skinner Fund 25620 30%			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Regional Park and Open-Space District ("RivcoParks") has contracted for services to stock Live Triploid (Sterile) Rainbow Trout at Lake Skinner, Lake Cahuilla, and Rancho Jurupa Regional Parks. RivCoParks contracts for the 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 17,000 pounds of Live Triploid (Sterile) Rainbow Trout yearly to supplement scheduled state stockings.

On December 13, 2022 by minute order 13.2, a Sole Source Procurement was requested for awarded bidder Jess Ranch Development Company, Inc to fulfill FY 22/23 RivCoParks awarded bidders contracted stock due to adversely effected drought conditions experienced by Calevears. RivCoParks released bid PKARC-263 Live Triploid (Sterile) Rainbow Trout through Public Purchase website. The bid sought out and notified 100 vendors of the bid opening and it was accessed by 16 vendors. RivCoParks received 1 quote from Jess Ranch Development Company, Inc. The bid submitted by Jess Ranch Development Company, Inc was found to be a responsive bid.

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Impact on Citizens and Business

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.

Additional Fiscal Information

The Live Triploid (Sterile) Rainbow Trout at Lake Skinner, Lake Cahulla, and Rancho Jurupa Regional Parks is funded by Park Maintenance and Operation Fund-25400 70%, and Lake Skinner Fund-25620 30%.

FUNDING DATA	CONTRACT TERM:	Park Maintenance and Operation Fund – 25400 (70%)	Lake Skinner Fund - 25620 (30%)
COST	\$ 515,625	\$ 360,937.50	\$ 154,987.50
ADDITIONAL COMPENSATION 20%	\$ 103,125	\$ 72,187.50	\$ 30,937.50

CONTRACT HISTORY AND PRICE REASONABLENESS

The Purchasing Department on behalf of Riverside County Regional Park and Open Space District issued Request for Quote (RFQ) #PKARC-263 for Live Triploid (Sterile) Rainbow Trout. The RFQ notification was viewed by 16 vendors, with 1 bidder submitting a bid response. The bid response was reviewed and evaluated based on the criteria set forth in the RFQ requirements.

From the responding bidder, price was quoted by Jess Ranch Development Company, Inc for \$6.25 per pound; \$103,125 annually; 5-year total \$515,625. The lowest, most responsive and responsible bidder is Jess Ranch Development Company, Inc; therefore, it is recommended that the contract be awarded to Jess Ranch Development Company, Inc.

On occasion the District may have a need to add additional stocking to the schedule for derby and special events as funds allow.

CEQA Consideration

Project is exempt from CEQA pursuant to Sections 15301 and 15323. Section 15301 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Section 15323 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future

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occurrence of the activity would not represent a change in the operation of the facility. Stocking fish, specifically Triploid Rainbow Trout is a regular operational activity taking place multiple times a year at Lake Skinner, Lake Cahuilla, and Rancho Jurupa Park.

A Notice of Exemption has been prepared.

ATTACHMENTS:

1. PSA-PKARC-04042-005-06/28 – Live Rainbow Trout
2. Notice of Exemption



Meghan Hahn, Director of Procurement 11/1/2023



Douglas Ordóñez Jr. 11/21/2023



Aaron Gettis, Deputy County Counsel 11/7/2023

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

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 17,000 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.

Continued....

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202301260
12/06/2023 11:11 AM Fee: \$ 50.00
Page 1 of 2

Removed: By: Deputy



Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Notice of Exemption

Appendix E

Section 15323: Normal Operations of Facilities for Public Gatherings: exempts the normal operations of existing facilities for public gathering for which the facilities were designed, where there is at least three years of past history of the facility being used for the same or similar kind of purpose where there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Rancho Jurupa Park, Lake Skinner and Lake Cahuilla Parks have been ongoing fishing recreation facilities with at least three years of annual trout stocking.

This activity has no environmental impacts as defined in Section 15300.2 Exceptions that would preclude it from any of the listed Categorical exemptions.

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.

Lead Agency Contact: Jeanne McLeod

Phone Number: 951-955-3819

If Filed by Applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes
 No

Signature: Jeanne McLeod

Date: 11/28/23 Title: Administrative Services Manager

Signed by Lead Agency

Signed by Applicant

PROFESSIONAL SERVICE AGREEMENT

for

LIVE TRIPLOID (STERILE) RAINBOW TROUT

between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

and

JESS RANCH DEVELOPMENT COMPANY, INC



NOV 28 2023 13.1

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This Agreement, made and entered into this ____ day of _____, 2023, by and between **JESS RANCH DEVELOPMENT COMPANY, INC**, a California Stock Corporation (herein referred to as "CONTRACTOR" or "Jess Ranch"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 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 Work, Exhibit B, Delivery Locations, Exhibit C Stock Schedule, at the prices stated in Exhibit D, Cost Sheet.

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 D. 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, 2028, 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 Regional Park and Open Space District's Board of Director's 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 the terms of Exhibit D, Cost Sheet. Maximum payments by DISTRICT to CONTRACTOR shall not exceed ONE HUNDRED THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$103,125.00) 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. Unless otherwise specifically stated in Exhibit D, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). 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 Supervisors.

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-04042-005-06/28**) 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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 Supervisors and the DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. 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 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, he 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 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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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 materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to

release or circulate in whole or part such materials, reports, or products without prior written authorization 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 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 DISTRICT or other regulatory agencies at all times. 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 services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products 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; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

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 DISTRICT 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. 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. S1210 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 books, documents and records as are necessary to

certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

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 Department 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
Attn: Finance
4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

JESS RANCH DEVELOPMENT
COMPANY, INC
Attn: Robert Ledford
19756 DEL ORO ROAD
Apple Valley, CA 92308

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 of Riverside, DISTRICT its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, 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 the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 of Riverside 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 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 of Riverside 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 of Riverside 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.

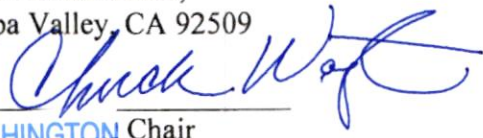
23.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. 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.

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

DISTRICT

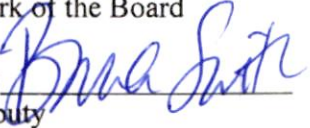
RIVERSIDE COUNTY REGIONAL PARK
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

By: 

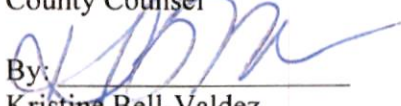
CHUCK WASHINGTON Chair
Board of Supervisors

Dated: 11/28/23

ATTEST:
Kimberly A. Rector
Clerk of the Board


By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

CONTRACTOR

JESS RANCH DEVELOPMENT
COMPANY, INC
19756 Del Oro Road
Apple Valley, CA 92308

By: 
Robert Ledford (Oct 9, 2023 11:13 PDT)

Name: Robert Ledford
Title: VP General Manager

Dated: Oct 9, 2023

NOV 28 2023 13.1

EXHIBIT "A"
SCOPE OF WORK

1. Intent

To deliver and plant approximately 17,000 pounds, yearly, of triploid (sterile) Live Rainbow Trout, 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 (LKN) Recreation Area as **specified in Exhibit "B"**.

2. Specifications

a. CONTRACTOR shall provide live, catchable triploid (sterile) Rainbow Trout. The fish shall be sized from one and one half (1.5) to seven (7) pounds depending on delivery location, specialty type and event. All fish furnished and delivered shall arrive on time, alive, in good physical condition and free from diseases and harmful pests. Stock shall only contain sterile Rainbow Trout. Any deviations or substitutions to the size will need prior written approval for each contract year.

- 1) The DISTRICT has agreed to accept sterile Rainbow Trout that range in size from one and a quarter pound (1.25) to seven (7) pounds for the 2023-2024 stocking season.

b. Size – Fish shall be graded 80% averaging one and one half (1.5) pound each, 20% averaging two (2) to three (3) pounds each. Delivery of fish for fish derby and special events shall be graded at 40% averaging three (3) to four (4) pounds and 60% averaging five (5) to seven (7) pounds. Grading of fish shall be achieved by "dip net method" or similar method. Box grading shall not be acceptable.

c. Inspection – The Parks 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 and dies within a reasonable time after delivery.

e. Rejection – The Parks District reserves the right to reject any delivery in its entirety, which does not meet the above conditions.

f. Contractor shall be responsible and liable for any and all fine(s) incurred by the District or wrong species delivery.

3. Delivery

a. CONTRACTOR to deliver and plant fish in approximately 2,475 pound lots in a controlled phased delivery schedule.

b. Delivery shall commence late November or early December with the last delivery no later than the end of March or early April each year. These dates are approximates only.

c. Lake Cahuilla must be the first stock of the day. Please reference the Lake Cahuilla fish stocking memo attached to the public purchase RFQ posting.

- d. Delivery hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. See **Exhibit "C" Stocking Schedule**.
- e. 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 Park District to obtain stocking from a supplemental supplier. Any and all incurred cost shall be deducted from the CONTRACTOR pending invoices.
- f. The Park District reserves the right to redirect delivery to another location or cancel delivery as a result of excessive water temperatures.
- g. All deliveries shall be F.O.B. Destination, see **Exhibit "B" for delivery locations**.
- h. The approximate stocking dates and locations for each Fiscal Year are listed on the stocking schedule and will be updated annually by the DISTRICT. 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) per location each load. 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 loading point to Parks 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 shall provide twenty-four (24) hour notification to Parks District Supervisor or designee prior to delivery for each location. See **Exhibit "C" Stocking Schedule**.
- b. **CONTRACTOR requires a minimum of 72 hours notice for date, delivery or quantity changes in order to accommodate delivery schedules.**

7. Verification of Receipt of Fish

- a. CONTRACTOR shall furnish to Parks District Supervisor or designee a waybill in duplicate indicating the net weight of fish for each load delivered. See **Exhibit "D" Cost Sheet**.

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 Parks District Supervisor shall inspect and accept or reject any or all fish delivered.

EXHIBIT "B"
Delivery Locations

Site	Address
Lake Cahuilla	58075 Jefferson Street, La Quinta, CA 92253
Rancho Jurupa Park	4800 Crestmore Road, Jurupa Valley, CA 92509
Lake Skinner Recreation Area	37701 Warren Road, Winchester, CA 92596

EXHIBIT "C"
Stocking Schedule

2023 - 2024 TROUT STOCKING DATES AND LOCATIONS
(DATES AND QTY SUBJECT TO CHANGE WITHOUT NOTICE)

STOCK DATE	LOCATION	POUNDS STOCKED PER LAKE
December 13, 2023	Rancho & Skinner	825 lbs stock
December 20, 2023	Cahuilla	825 lbs stock
January 3, 2024	Rancho & Skinner	825 lbs stock
January 10, 2024	Cahuilla	825 lbs stock
January 17, 2024	Rancho	300 lbs trophy / 525 lbs stock
January 17, 2024	Skinner	825 lbs stock
January 24, 2024	Cahuilla	825 lbs stock
February 7, 2024	Rancho & Skinner	825 lbs stock
February 14, 2024	Cahuilla	825 lbs stock
February 21, 2024	Rancho & Skinner	825 lbs stock
February 28, 2024	Cahuilla	825 lbs stock
March 6, 2024	Rancho & Skinner	825 lbs stock
March 13, 2024	Cahuilla	825 lbs stock
March 20, 2024	Rancho & Skinner	825 lbs stock

****Weight to be verified upon the time of delivery**

Jess Ranch Farm Hatchery requires a minimum of 72 hours notice for any date, delivery or quantity changes in order to accommodate delivery schedules.

**EXHIBIT "D"
COST SHEET**

ITEM NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
A.	4950	LBS.	Lake Cahuilla Park – Live Triploid Rainbow Trout Cost Per 1 ½ - 2 Lbs.	<u>\$6.25</u>	<u>\$30,937.50</u>
B.	5475	LBS.	Rancho Jurupa Park – Live Triploid Rainbow Trout Cost Per 1 ½ - 2 Lbs.	<u>\$6.25</u>	<u>\$34,218.75</u>
C.	5775	LBS.	Lake Skinner Park – Live Triploid Rainbow Trout Cost Per 1 ½ - 2 Lbs.	<u>\$6.25</u>	<u>\$36,093.75</u>
D.	300	LBS.	Derby & Special Events Trophy Size Cost Per 2 – 7 Lbs.	<u>\$6.25</u>	<u>\$1,875.00</u>
E.	TBD	LBS.	Specialty Fish: _____ Cost Per 1 ½ - 3 Lbs.	<u>\$6.25</u>	







PKARC-04042-005-06.28

Final Audit Report

2023-10-09

Created:	2023-10-05
By:	Jamie Garcia (Jamie.Garcia@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8rL6PMuycQAKxo3IfqQOm-g6eh0LwNy

"PKARC-04042-005-06.28" History

-  Document created by Jamie Garcia (Jamie.Garcia@RIVCO.ORG)
2023-10-05 - 8:02:09 PM GMT
-  Document emailed to rled183094@msn.com for signature
2023-10-05 - 8:02:51 PM GMT
-  Email viewed by rled183094@msn.com
2023-10-06 - 9:04:11 PM GMT
-  Signer rled183094@msn.com entered name at signing as Robert Ledford
2023-10-09 - 6:13:28 PM GMT
-  Document e-signed by Robert Ledford (rled183094@msn.com)
Signature Date: 2023-10-09 - 6:13:30 PM GMT - Time Source: server
-  Agreement completed.
2023-10-09 - 6:13:30 PM GMT



Adobe Acrobat Sign