

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



ITEM: 3.6  
(ID # 25191)

MEETING DATE:  
Tuesday, October 08, 2024

FROM : ANIMAL SERVICES

SUBJECT: ANIMAL SERVICES: Ratify and Approve the Agreement with Animal Samaritans SPCA, Inc. for Spay, Neuter and Clinical Services without seeking competitive bids for two (2) years; District 4. [Total Aggregate Cost \$1,200,000, up to \$60,000 additional compensation annually for future requirements-100% General Fund-Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement with Animal Samaritans SPCA, Inc. for Spay, Neuter and Clinical Services without seeking competitive bids for a total aggregate amount of \$1,200,000 for the period of two (2) years from July 1, 2024 through June 30, 2026; and
2. Authorize the Chair of the Board of Supervisors to execute the attached Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved 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 ten percent (10%) of the total annual cost of the contract; (c) issue purchase order(s).

ACTION:Policy

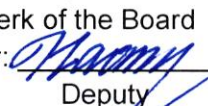
  
Erin Gettis, Director of Animal Services 6/17/2024

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 8, 2024  
xc: Animal Services

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 600,000	\$ 600,000	\$ 1,200,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% General Fund-Departmental Budget			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25-25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside County Code of Ordinances, 560, 630 and Title 6-Animals, Chapter 6.08 requires the County to provide members of the public that reside in Riverside County with spay and neuter services for dogs and cats that are adopted from a shelter. To meet County requirements, the Department of Animal Services (Department) has contracted with Animal Samaritans SPCA, Inc. to perform low-cost spay, neuter, and clinical services for animals adopted from the desert region’s animal shelters. The Department’s desert region animal shelter, the Coachella Valley Animal Campus Shelter, does not have the surgical capacity to perform all necessary spay and neuter services. Therefore, the Department has contracted with Animal Samaritans SPCA, Inc. (Animal Samaritans) to perform spay and neuter services on its behalf.

The proposed Agreement is for a term of two years beginning July 1, 2024 through June 30, 2026.

**Impact on Residents and Businesses**

There is no negative impact on residents or businesses within the County of Riverside.

**Contract History and Price Reasonableness**

The Department has contracted with Animal Samaritans for the past seventeen years, commencing in 2002 for spay and neuter services. The services provided by Animal Samaritans will benefit the citizens and animals who live in the desert region of Riverside County, including Thousand Palms and Blythe, by providing localized spay and neuter services. The ability to continue to provide spay and neuter surgeries for animals sheltered or owned by a resident is vital to controlling the pet population and to allow adoptions to continue without delay, reducing the costs associated with housing adoptable pets for longer periods of time.

The fees collected by Animal Samaritans for spay and neuter services are considered fair and reasonable because the fees being charged to the County are based on low-cost non-profit rates. The vendor charges flat fee rates for spay/neutering costs, costing less than \$200.00, compared to private veterinarian business that charge per weight and age costing up to \$500.00 or more. This results in an average savings of 60% per animal.

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

**ATTACHMENTS:**

- A. Single Source Justification 24-257
- B. Professional Service Agreement Animal Samaritan SPCA, Inc. for Spay/Neutering and Clinical Services

*Meghan Hahn*  
\_\_\_\_\_  
Meghan Hahn, Director of Procurement

9/26/2024

*Douglas Cordonez Jr.*  
\_\_\_\_\_  
Douglas Cordonez Jr.

*Oliver J.*  
\_\_\_\_\_  
Oliver J.

10/3/2024

*George Trindle*  
\_\_\_\_\_  
George Trindle, CHIEF ASST COUNTY COUNSEL

10/3/2024

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**Spay/Neutering and Clinical Services**

**between**

**COUNTY OF RIVERSIDE**

**and**

**Animal Samaritans SPCA, Inc.**



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This Agreement, made and entered into this \_\_\_ day of \_\_\_, 2024, by and between Animal Samaritans SPCA, Inc., (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY"). 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, Payment Provisions to the Agreement.

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

**1.3** 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 COUNTY 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 July 1, 2024 and continues in effect through June 30, 2026, 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 County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the aggregated amount of (\$1,200,000) for two years including all expenses. The COUNTY 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 B, COUNTY 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 COUNTY. The COUNTY requires written proof satisfactory to COUNTY 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 COUNTY. 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 COUNTY 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 COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) 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 COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

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

- 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 (#ANARC-94874-003-06/26); 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 COUNTY's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY 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 COUNTY 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, COUNTY 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** No alteration or changes to the Agreement shall be valid without the written consent of both COUNTY and CONTRACTOR. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY 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 COUNTY 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.** Both COUNTY and CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** Both COUNTY and CONTRACTOR 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 COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** 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 COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.



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

**5.5** The rights and remedies of the parties, 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 COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

**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. Subject to this Section 7, CONTRACTOR retains its right to offer and perform similar services for any person or entity it chooses, and this Agreement shall not impede, hamper, or exclude CONTRACTOR from doing so.

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

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY 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 COUNTY 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 COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the 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 COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY 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 COUNTY representative with current and certified credentials as a Doctor of Veterinary Medicine (DVM) in the State of California, or other regulatory official accompanied by such DVM 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 COUNTY. 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 COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY 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 COUNTY; 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 COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY'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 COUNTY. 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. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY 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 COUNTY 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 COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

Neither the CONTRACTOR nor the COUNTY shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY and CONTRACTOR information or data which is not subject to public disclosure; COUNTY and CONTRACTOR operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. This agreement shall not be interpreted to alter the County's duty to disclose public records pursuant to the Public Records Act (California Government Code sections 7920, et seq).

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. 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:

**COUNTY OF RIVERSIDE**

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

**CONTRACTOR**

Animal Samaritans SPCA, Inc.  
72120 Pet Land Place  
Thousand Palms, CA 92276  
(760) 601-3756  
[tsnyder@animalsamaritans.org](mailto:tsnyder@animalsamaritans.org)

**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 COUNTY 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 COUNTY 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](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**20.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (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 COUNTY; 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 COUNTY the appropriate form of dismissal relieving COUNTY 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 COUNTY 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 to the Worker's Compensation, Commercial Liability and Vehicle Liability insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, 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 County of Riverside.

### **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 COUNTY 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 COUNTY as Additional Insureds.

**D. Professional Liability**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. 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 County Risk Manager. If the County'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 County Risk Manager before the commencement of operations under this



Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, 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 County 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 County 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 County 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 County 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 COUNTY 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 COUNTY'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 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County 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 COUNTY.

8) CONTRACTOR agrees to notify COUNTY, and COUNTY agrees to notify CONTRACTOR, 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 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

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

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

**23.7** The COUNTY 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 COUNTY 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 COUNTY 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.

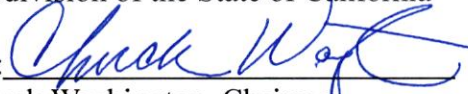
**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be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

**23.13 CORPORATE SIGNERS:** Pursuant to California Corporations Code Section 313, signature of Chairperson of the Board, Chief Executive Officer, President, or Vice President, and the Secretary, Assistant Secretary, the Chief Financial Officer, or Assistant Treasurer is required. If providing only one signature, a resolution or other proof of delegated authority that shows signer can legally bind the corporation is required.

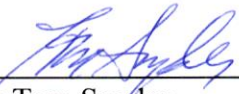
**23.14 NON-SOLICITATION:** During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

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

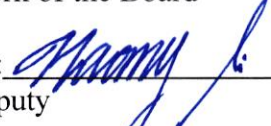
**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

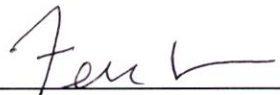
By:   
Chuck Washington, Chairman  
Board of Supervisors  
Dated: 10/08/2024

**ANIMAL SAMARITANS SPCA, INC.**


By:   
Name: Tom Snyder  
Title: CEO  
Dated: 8/8/24

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

By:   
Name: Fera Mostow  
Title: Board Secretary  
Dated: 8/8/24

APPROVED AS TO FORM:  
Minh Tran  
County Counsel

By:   
Bruce Fordon  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICES**

1. CONTRACTOR will provide primary spay and neuter services of the following type of felines and canines that are adopted by COUNTY to the general public.
  - 1.1 Healthy animals eight (8) weeks of age or older, that at or subsequent to the time the animal is taken into possession, has not demonstrated any sign of a serious behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet;
  - 1.2 Animals who have been screened and determined to have a high likelihood of being a “good fit” with an adopting family and enabling the animal/human bonding to take place;
  - 1.3 Animals who are free, to the best knowledge of the veterinary staff at CONTRACTOR and COUNTY, of life threatening disease, injury or conditions that could adversely affect the health of the animal; and
  - 1.4 Animals that are not known to demonstrate vicious behavior toward other animals and/or humans.
  
2. CONTRACTOR shall spay and neuter feral felines that are captured and brought to their facility through the Community Cat Program to Trap, Neuter, and Return (TNR) feral felines. CONTRACTOR may set limits as to the number of feral felines they shall service per day; COUNTY shall honor such limits.
  - 2.1 Trap, Neuter, and Return (TNR) trappers shall deliver feral felines to the CONTRACTOR in feral cat traps.
  - 2.2 CONTRACTOR shall surgically spay or neuter feral felines which shall also include providing the rabies vaccine, pain medication, and shall “tip” the ears of the spayed or neutered feral feline as required for future identification.

3. The COUNTY agrees to allow the CONTRACTOR to use its surgical facility located at the Coachella Valley Animal Shelter in Thousand Palms. The CONTRACTOR shall perform the COUNTY services outlined in Exhibit "A" Scope of Services from the COUNTY's surgical facility. It is anticipated that the CONTRACTOR shall perform thirty (30) spay/neuter surgeries per day. The number of spay/neuter surgeries may fluctuate depending on the species, gender, weight, and/or medical condition of the animals.
4. CONTRACTOR will not provide euthanasia, except in cases of feline FELV/FTV, or cases in which it may be more humane to provide such services in CONTRACTOR's discretion. Should said animal have been adopted from COUNTY, CONTRACTOR will COUNTY to inform them of the disposition. Should COUNTY request euthanasia services from CONTRACTOR, COUNTY will pay CONTRACTOR its current rate of pay at the time of such request.
5. Overnight boarding and hospitalization, delivery and pick-up:
  - 5.1 CONTRACTOR does not have the facilities necessary for overnight accommodations.
  - 5.2 Animals are expected to be picked up by 5:00 p.m. on the day of surgery. If COUNTY provides unadopted shelter animals to CONTRACTOR for services that adopters are not responsible for, and COUNTY fails to pick up such services animal on time per the terms of the Agreement, COUNTY will pay CONTRACTOR the amount of overtime pay incurred as a result of such failure.
  - 5.3. COUNTY will deliver animals to CONTRACTOR and pick up, post-surgery, the same day. When possible, CONTRACTOR may provide pick-up service in emergencies and upon the mutual agreement of schedule and protocol.
6. Emergencies:
  - 6.1 Should an emergency medical condition or event occur; CONTRACTOR will contact COUNTY for medical assistance.
7. Other Services:
  - 7.1 Joint press releases and public information.

8. Veterinarian:

- 8.1 Spay and Neuter surgical services will be performed at CONTRACTOR'S facility by a licensed veterinarian qualified to perform surgery.

**EXHIBIT B  
PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as specified in Exhibit "A" Scope of Services, as follows:

1. Invoice:

- 1.1. COUNTY agrees to pay acceptable invoice(s), and as per requirements in Item 2.2 below, submitted by CONTRACTOR as soon as reasonable in accordance with the COUNTY policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.
- 1.2. Invoices(s) shall itemize actual expense incurred, CONTRACTOR'S name and address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.
- 1.3. CONTRACTOR shall invoice COUNTY after the completion of every task, as set forth in Exhibit "A" Scope of Services.
- 1.4. CONTRACTOR shall submit invoice(s) twice monthly to the following address for processing:

Riverside County Department of Animal Services  
Fiscal Division, Accounts Payable  
6851 Van Buren Blvd.  
Jurupa Valley, CA 92509

- 1.5. Compensation payable to CONTRACTOR by COUNTY shall not exceed an aggregated amount of (\$1,200,000) for two (2) years including all expenses.

2. Fee Schedule:

- 2.1. Spay and Neuter for un-adopted County Animals:



Canine: \$ 172.50  
 Feline: \$ 162.50  
 Feral Felines: \$ 62.50

2.2. Reimbursement for Clinical Services:

These services are to be assessed when, in the course of the sterilization procedure, an unanticipated but necessary procedure is required, such as pregnancy, etc. or at the request of the COUNTY, such as hernia repair, etc., prior to service being rendered. All services will be billed to the COUNTY at Animal Samaritans fees listed below.

*Additional charges:*

Abscess	\$25 – \$50 (depending on severity)
Body Disposal	\$18.75
Convenia Injection	\$33.75
Cryptorchid	\$18.75
Enucleation	\$343.75 (one); \$515 (both)
Euthanasia	\$15.00
FeLV/FIV Test	\$31.25
FeLY Vaccine	\$25
Hernia Repair	\$18.75 -\$62.50 (depending on severity)
In Heat	\$15
IV Catheter	\$18.75
Limb Amputation	\$437.50
Pregnant	\$18.75
Pyometra	\$100
Tail Amputation	\$100
Tooth Extraction	\$62.50

3. No-Show Fee:

- 3.1. COUNTY agrees to notify CONTRACTOR of the confirmed number of dogs and/or cats scheduled to be spayed/neutered by 3:00 p.m. the business day prior to surgery.
- 3.2. COUNTY agrees to confirm a total of at least 15 spay/neuter appointments for each day that spay/neuter surgeries are performed.
- 3.3. COUNTY agrees to pay CONTRACTOR a “no-show” fee of \$77.50 for each dog and/or cat confirmed for surgery that is not available on the day of its scheduled surgery. The no-show fee is

only applicable when the number of dogs and/or cats available for surgery are less than the number of confirmed dogs and/or cats on any given day that spay/neuter surgeries are performed.



Department of Animal Services  
Erin Gettis, Director

Operations Division  
Kimberly Youngberg, Assistant Director

Date: February 20<sup>th</sup>, 2024  
From: Erin Gettis, Director  
To: Board of Supervisors/Purchasing Agent  
Via: Ellie Ubina, Administrative Services Supervisor, 951-358-7318  
Subject: Single Source Procurement; Request for Spay/Neutering Services

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*) **Note:** Once signed by the Department Head and PCS (Signature Line below) Email completed SSJ to: [psolesource@rivco.org](mailto:psolesource@rivco.org).

1. **Supplier being requested: Animal Samaritans Inc.**

2. **Vendor ID: 0000003120**

3.  **Single Source**  **Sole Source**

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

**Yes**  **No**  
SSJ# 17-014

4a. **Was the request approved for a different project?**

**Yes**  **No**

5. **Supply/Service being requested:** Spay/Neutering for animals with applicable clinical services.

6. **Unique features of the supply/service being requested from this supplier.**  
Animal Samaritans is the largest non-profit organization in the Riverside County eastern region that has the capability to perform large volumes of spay/neutering and clinical services.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

Riverside County Code of Ordinances, Title 6. Animals, Chapter 6.08, requires mandatory spaying/neutering of unaltered animals with few exceptions. The Blythe Shelter is not equipped with a surgical suite to perform spay/neutering surgeries. The Coachella Shelter is in process of completing their new surgical suite. The department will need to recruit for a new veterinarian which can be lengthy process due to the nationwide shortage of



veterinarians. Nevertheless, the demand for surgeries exceeds the number of slots that can be handled by County shelters. The Department of Animal Services under the direction of the Board of Supervisors entered into an agreement to build a side-by-side animal shelter for both organizations in a campus-type setting on land donated by Animal Samaritans. The agreement concurred that Animal Samaritans would provide the State required spay/neutering for pets adopted from the Coachella Valley Animal Campus. The side-by-side organizations reduce the cost of transporting animals.

8. **Period of Performance:** From: 07/01/2024 to 06/30/2026  
(total number of years)

Is this an annually renewable contract?  No  Yes

Is this a fixed-term agreement:  No  Yes

(PSA is inclusive of non-appropriations clauses (e.g., termination, cancellation, non-appropriations))

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY25	FY26				Total
<b>One-time Costs:</b>						
<i>(Spay/Neutering, Clinical Services)</i>	\$600,000	\$600,000				\$1,200,000
Ongoing Costs:	0	0				
<b>Total Costs</b>	<b>\$600,000</b>	<b>\$600,000</b>				
<b>Previous SSJ Approved Amounts:</b>						
	FY20	FY21	FY22	FY23	FY24	
<i>(Spay/Neutering, Clinical Services)</i>	180,000	180,000	180,000	180,000	180,000	
<b>Total Costs</b>	<b>\$180,000</b>	<b>\$180,000</b>	<b>\$180,000</b>			



10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*  
Animal Samaritans provides low-cost non-profit rates to the County. The vendor charges flat fee rates for spay/neutering, costing less than \$200.00, compared to private veterinarian businesses that charge per weight, and age, costing up to \$500.00 or more. This results in an average savings of 60% per animal.



Department of Animal Services  
Erin Gettis, Director

Operations Division  
Kimberly Youngberg, Assistant Director

**11. Projected Board of Supervisor Date (if applicable):** June 25<sup>th</sup>, 2024  
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 Fiscal Manager (or designee)	Mark Sigman Print Name	<u>5-9-24</u> Date
 Department Head Signature (or designee)	Erin Gettis Print Name	<u>5/9/24</u> Date

-----  
**The section below is to be completed by the Purchasing Agent or designee.**  
-----

Purchasing Department Comments:

<b>Approve</b>	<b>Approve with Condition/s</b>	<b>Disapprove</b>
----------------	---------------------------------	-------------------

Condition/s:

By signing above, department attests all legal and contractual requirements have been met by the by the selected supplier.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Not to exceed:** Aggregate not to exceed \$1,200,000 over period of performance.

- One-time** \$ \_\_\_\_\_
- Annual Amount** \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
(If Annual Amount Varies each FY)
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_
  - FY \_\_\_\_\_ : \$ \_\_\_\_\_



Department of Animal Services  
Erin Gettis, Director

Operations Division  
Kimberly Youngberg, Assistant Director

**Reviewed by Procurement Contract Specialist (PCS):**

Signature: Anna Marie Johnson Earls

Date: 5/21/24

*Melissa Curtis*

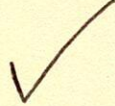
5/24/2024

24-257

**Purchasing Agent**

**Date**

**Approval Number**  
(Reference on Purchasing Documents)



# Online

## Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Elyse Mize

Address: \_\_\_\_\_  
(Only if follow-up mail response requested)

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Agenda # 3.6

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

Parking validations available for speakers only – see Clerk of the Board.

## BOARD RULES

### Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

### Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. **Speakers are prohibited from bringing signs, placards, or posters into the hearing room.**

### Individual Speaker Limits:

**Individual speakers are limited to a maximum of three (3) minutes.** The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.



## Lopez, Daniel

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**From:** Aquia Mail  
**Sent:** Monday, October 7, 2024 9:21 PM  
**To:** elysemize@comcast.net  
**Cc:** Clerk of the Board  
**Subject:** Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20241008**. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on October 7, 2024

Submitted values are:

**First Name**

elyse

**Last Name**

mize

**Phone**

9162136706

**Email**

elysemize@comcast.net

**Agenda Date**

10/08/2024

**Agenda Item # or Public Comment**

6

**State your position below**

Neutral

**Do you need a Spanish translator?**

No

**Comments**

Thank you for supporting spay/neuter