



Contract Number

SAP Number
4400030460

Department of Public Health

Department Contract Representative	<u>Samantha Padilla</u>
Telephone Number	<u>(909) 677-3929</u>
Contractor	<u>The PAW Mission</u>
Contractor Representative	<u>Jessica Lopez</u>
Telephone Number	<u>(909) 532-9007</u>
Contract Term	<u>February 1, 2026 through January 31, 2028</u>
Original Contract Amount	<u>Not-to-exceed \$500,000 Annually</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Not-to-exceed \$500,000 Annually</u>
Cost Center	<u></u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide mobile and shelter veterinary services as further described in the statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find the PAW Mission (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide mobile and shelter veterinary services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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A. DEFINITIONS

- A.1 Animal Care (AC)** – The division within the Department of Public Health responsible to protect and serve the public and pets through the prevention of rabies in humans and pets, educating the public about responsible pet ownership, including the importance of spaying and neutering, protecting and serving the public and pets by enforcing all laws and ordinances pertaining to animal care, caring for all animals domestic and wild, reuniting lost pets with their owners, placing unwanted pets into new homes, and maintain a high quality of service.
- A.2 Community Cat** – A member of the domestic species *Felis Catus* and shall mean a free-roaming cat who may be cared for by one or more residents of the immediate area who is/are known or unknown. They consist of a mixture of feral cats, semi-socialized cats and abandoned pets. They tend to reside together in colonies (i.e., group of cats).
- A.3 Contract** – A document containing a signed agreement between two or more parties that is enforceable by law and clearly defines the responsibilities of the contractor and the Department of Public Health. The term contract includes any written agreement (contract, memorandum of understanding, purchase order, etc.) where an entity agrees to provide services for or to the County, or the County agrees to provide services to an entity.
- A.4 Department of Public Health (DPH)** – The County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout San Bernardino County.
- A.5 Services** – The required scope of work to be provided as agreed upon and described in this Contract.
- A.6 Spay/Neuter** – The surgical sterilization of any animal resulting in the inability of that animal to produce offspring. Neuter may indicate either male or female, although usually thought of as a male, and spay refers to female.
- A.7 Trap-Neuter-Vaccinate-Return (TVNR) Program** – is a humane method of controlling community cat populations by trapping, sterilizing, vaccinating, ear-tipping, and returning cats to their outdoor homes.
- A.8 Qualifying Cat or Dog** – Community Cats and those other cats and dogs identified in Paragraph B.7.

B. CONTRACTOR RESPONSIBILITIES

B.1 Board Certified Veterinarian and Staff:

- Before the start of the services outlined within this Contract, the Contractor will procure a California Board Certified Veterinarian and staff to conduct services outlined in the Scope of Work.

B.2 Qualified Veterinarian Services via a Mobile Unit:

- Cost of services should reflect Attachment B.
- Licensing and Qualification: Provide a licensed and qualified veterinarian and associated staff who are able to perform humane spay/neuter surgeries on:
 - **Qualifying Cats and Dogs** that meet the definition outlined in Paragraph B.7, physically located within the boundaries of the Unincorporated Service Area Map (Attachment D), and
 - **Community Cats** physically located within the boundaries of the Unincorporated Service Area Map (Attachment D).

All procedures must be performed to ensure that each procedure is done safely and with proper care. All animals must be anesthetized during surgery to prevent pain and discomfort. Proper anesthesia protocols and post-operative pain management are to be provided.

- Sterile Location: Provide a safe and sterile location (i.e., veterinarian trailer or stationary clinic) for the service and veterinary care, including: after surgery, each Qualifying Cat or Dog should recover in a clean and monitored environment to ensure they wake up from anesthesia and can be returned when fully alert without identified complications.
- Capacity: Perform approximately 30-35 spay/neuters when there is a mix of cats and dogs and approximately 55 spay/neuters with cats only per service day with all medical and associated supplies required.
- Vaccinations: Community Cats and Qualifying Cat or Dogs will be triaged to determine vaccination needs. Provide a single dose of the Rabies vaccine for an additional \$17 per animal to be charged to the County when the service is required or if providing spay/neuter services to a Community Cat. Provide a single dose of FVRCP and DHP vaccine for an additional charge of \$17 per animal with each Community Cat or other Qualifying Cat or Dog. Vaccinations must be administered in accordance with California State law. Rabies vaccinations will be provided only to animals that are 12 weeks of age or older.
- Flea Control: Provide an intervention for flea control when providing spay/neuter services to charge of \$12 per Community Cat to the County.
- E-Collar: Provide an e-collar to each spayed/neutered Qualifying Dog for an additional charge of \$12.50 to the County.

B.3 Qualified Veterinarian Services via PAW Mission location site

- Cost of services should reflect Attachment C.
- Licensing and Qualification: Provide a licensed and qualified veterinarian and associated staff who are able to perform humane spay/neuter surgeries on Qualifying Cats and Dogs that meet the definition outlined in Paragraph B.7, ensuring that each procedure is done safely and with proper care. All animals must be anesthetized during surgery to prevent pain and discomfort. Proper anesthesia protocols and post-operative pain management are to be provided.
- Sterile Location: Provide a safe and sterile location (i.e., veterinarian trailer or stationary clinic) for the service and veterinary care, including after surgery, each cat and dog should recover in a clean and monitored environment to ensure they wake up from anesthesia and can be released when fully alert without identified complications.
- Service Location: Spay/neuter and veterinary services to be provided at the following location sites:

The PAW Mission

14755 Foothill Blvd Ste G.
Fontana, CA 92335

The PAW Mission

13229 7th Pl
Yucaipa, CA 92399

- Capacity: Perform approximately 100 spay/neuters of Qualifying Cats and Dogs per service month with all medical and associated supplies required.
- Vaccinations: Qualifying Cat or Dogs will be triaged to determine vaccination needs. Provide a single dose of the Rabies vaccine for an additional \$17 per Qualifying Cat or Dog to be charged to the County when the service is required or if providing spay/neuter services to a Community Cat. Provide a single dose of FVRCP and DHP vaccine for an additional charge of \$17 per animal with each Community Cat or other Qualifying Cat or Dog to be administered as needed. Per California State Law, Rabies vaccinations will only be given to all animals 12 weeks or older.

- Flea Control: Provide an intervention for flea control when providing spay/neuter services to charge of \$12 per Qualifying Cat to the County.
- E-Collar: Provide an e-collar to each spayed/neutered Qualifying Dog for an additional charge of \$12.50 to the County.

B.4 Administrative and Legal Compliance:

- Appointments for mobile Unit: Manage all appointments for, interested residents of unincorporated San Bernardino County on each scheduled service day for San Bernardino County and ensure that unincorporated San Bernardino County residents receiving services reside in the unincorporated areas of the County to qualify for the service. The Contractor shall use the Unincorporated Service Area Map (Attachment D) to identify if the Community Cat qualifies for the County TVNR program and when providing spay/neuter and vaccination services to Qualifying Cats and Dogs.
- Provide veterinary services including spay/neuter and vaccinations to Qualifying Cats and Dogs received from:
 - the Devore and Big Bear Animal Shelters and designated by DPH.
 - Community events serving residents living in unincorporated areas of the county defined by the Unincorporated Service Area Map (Attachment D).
- Legal: Comply with all State, Federal, local laws and county ordinances.
- Community Education: when interacting with the public, support with education related to trapping of Community Cats, information on the importance of returning the Community Cat to the original location post-recovery, and County contact information if the Community Cat does not recover well post-surgery. For all spayed/neutered cats and dogs, provide an educational tool/hand-out with each pick-up to help promote better understanding of methods for monitoring for a healthy recovery and strategies for monitoring continued health.
- Communication: Maintain clear and efficient communication with the County to address any issues promptly.

B.5 Documentation

- Records: Keep records of the Qualifying Cats and Dogs involved in the program, including their health status, surgery dates, surgery location, and stated origin location within community. This information will help track the program's effectiveness. Provide this information to the County one day after the service has been completed.
- Fiscal: Provide invoices/billing and ensure an adequate audit trail. Provide the services for the agreed upon fees outlined in Attachment B & C.
- Provide Spay/Neuter certificates and proof of vaccinations to Animal Care/owners.

B.6 For Community Cats only:

- *Health Assessment:* Before spaying or neutering, each Community Cat shall undergo a health assessment by a veterinarian (DVM) or registered veterinary technician (RVT). This will include: age, general health, body condition, an evaluation for signs of ownership (e.g., identification tag, microchip, a collar, or other signs that a cat may be or was once owned), and evaluation for any underlying health issues or applicable illnesses/infections.
 - *Signs of Ownership:* prior to acceptance, Contractor will examine the cat for signs of ownership. If signs of ownership are identified, the neutering/spaying service will not be conducted, and the cat will not be accepted and is not eligible for this service. In making a determination of whether a cat is owned or a Community Cat, Contractor shall consider the following: the cat's sterilization status; the presence of a microchip, collar, or other articles of clothing; indications of recent medical treatment; and the corroborated firsthand observations of the person who brought in the cat. This information will also be provided to the County. If the cat was accepted and signs of ownership were identified thereafter, the Community Cat with the microchip or other indication of ownership shall be transferred to the Devore or Big Bear Animal Shelter. In the shelter, attempts will be made to contact the owners and the cat shall be held for the appropriate hold period in hopes of reunifying

them. If not reclaimed, the cat will be provided with the best possible outcome by being made available for adoption into a new home

- *Identified Sick or Injured Cats:* If an adult Community Cat is sick or injured, they will be assessed to determine if they are able to be treated effectively and returned safely to their outdoor homes. In cases when sick or injured cats require more extensive medical care are not eligible for return outdoors, the Devore Animal Shelter will be notified via the assigned Program Coordinator (and/or designated staff) and the Community Cat will be admitted to the shelter for medical care.
- *Complication from Spaying/Neutering:* If complications arise due to the spaying/neutering service that requires the Community Cat to receive more extensive medical care and they are deemed not eligible for return outdoors, the Devore Animal Shelter will be notified via the assigned Program Coordinator (and/or designated staff) and the Community Cat will be admitted to the shelter for medical care.
- *Age:* Kittens under 6 months of age will be individually assessed, and a recommendation and determination of the best outcome for each one will be developed by the veterinarian. Kittens too young to receive spay/neuter services will be accepted and are considered ineligible for this program.
- *Ear Tipping:* As a visual indicator that a Community Cat has been spayed or neutered, a small portion of the tip of one ear will be excised while the cat is under anesthesia and within a sterilized setting. Proper Steps will be taken to avoid ear tipping of owned cats receiving spay/neuter services.

B.7 Qualifying Cats or Dogs for Services (Except Community Cats) include:

- County-selected shelter cats or dogs that have been identified as eligible for services.
- Adopted cats or dogs that remain in the shelter while awaiting veterinary services.
- Cats and dogs that are owned by residents residing and physically located within the boundaries defined by the Unincorporated Service Area Map (Attachment D).

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner

which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Director of Public Health or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and

assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Reserved.

C.45 Reserved.

C.46 Reserved.

C.47 Reserved.

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of

disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 Reserved.

C.50 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)
Contractor has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51 Reserved.

C.52 Reserved.

C.53 Reserved.

C.54 Reserved.

C.55 Reserved.

C.56 Reserved.

D. TERM OF CONTRACT

- D.1** This Contract is effective as of February 1, 2026 and expires January 31, 2028 but may be terminated earlier in accordance with provisions of this Contract in Section C, Paragraph C.38. The Contract term may be extended for three (3) additional one-year period by mutual agreement of the parties, based on the availability of funds, satisfactory contractor performance, and Board of Supervisors approval.
- D.2** The County may terminate the Contract immediately if the funds under Section F, Paragraph 1, are not available to the County, and under the provisions of Section I, Paragraph I.2, Item I.2.5, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to Contractor thirty (30) days in advance of termination. The Director of DPH is authorized to exercise the County's rights with respect to any termination of this Contract.
- D.3** Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

- D.4** Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

E. COUNTY RESPONSIBILITIES

E.1 Administrative and Legal Compliance:

- *Communication:* Maintain clear and efficient communication with Contractor to address any issues promptly.
- *Location:* Provide support in identifying locations in unincorporated areas in San Bernardino County for service days.
- *Marketing:* Provide support in marketing via social media and flyers for this service that will be free to the community in unincorporated areas of San Bernardino County on service days.

E.2 Documentation:

- *Fiscal:* Provide timely payment of invoices/billing and ensure an adequate audit trail.

E.3 Transportation:

- Provide transportation of shelter animals to and from the PAW Mission service location to receive spay/neuter, vaccination, and/or general veterinary services.

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed \$1,000,000, of which shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. The maximum is a total dollar amount; it includes all subsequent fiscal years of the contract per service, and is broken down as follows:

Mobile Services	Dollar Amount
February 1, 2026 through June 30, 2026	\$100,000.00
July 1, 2026 through June 30, 2027	\$200,000.00
July 1, 2027 through January 31, 2028	\$100,000.00
Total	\$400,000.00

Shelter Services	Dollar Amount
February 1, 2026 through January 31, 2027	\$150,000.00
July 1, 2026 through June 30, 2027	\$300,000.00
July 1, 2027 through January 31, 2028	\$150,000.00
Total	\$600,000

- F.2** Invoices shall be issued with a net sixty (60) day payment term with the corresponding Purchase Order number stated on the invoice.
- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Reserved.

G.11.7 Reserved.

G.11.8 Reserved.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County

The PAW Mission

Department of Public Health
Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92415
Email: FAS.DPH@dph.sbcounty.gov

Attn: Jessica Lopez, Executive Director
13229 7th Place
Yucaipa, CA 92339

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

B
y _____
Deputy

The PAW Mission

(Print or type name of corporation, company, contractor, etc.)
B
y ► _____
(Authorized signature - sign in blue ink)

Name _____ Jessica Lopez
(Print or type name of person signing contract)

Title _____ Executive Director/Founder
(Print or Type)

Dated: _____

Address _____ 13229 7th Place, Yucaipa, CA 92339

FOR COUNTY USE ONLY

Approved as to Legal Form ► Daniel Pasek, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► Janki Patel, Acting Director Date _____
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ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.



Attachment B – Scope of Work

Mobile Services

BACKGROUND/GOAL

(Detailed description of the problem being solved and/or the goals and objectives to be accomplished by Contractor)

CONTRACTOR TITLE: The PAW Mission

PROGRAM BACKGROUND:

The PAW Mission is a non-profit organization whose mission is to help decrease shelter intake and euthanasia through affordable, accessible veterinary care, compassionate, innovative animal sheltering, and empathetic humane education.

The PAW Mission's goal is to save the most at risk populations in animal shelters AND high-risk groups of children, teens, and adults in underserved areas of San Bernardino County. Our mission is to provide a safe haven with activities, speakers, and educational opportunities to help community members and to aid animals in need by offering subsidized veterinary care, information on the different aspects of being a pet owner and rescuing the most at risk dogs in shelters.

The PAW Mission owns and operates a mobile veterinary clinic and officers spay and neuter and vaccination services to the community.

GOAL:

Provide mobile spay/neuter and vaccination services to cats/dogs and community cats in the unincorporated areas of San Bernardino County through a contract with SBC Animal Care with the long-term goal of reducing overpopulation of animals, decreasing shelter intakes and euthanasia rates.

STRATEGIES:

Twice per month, the mobile clinic will be set up in specified unincorporated areas of San Bernardino County. One mobile clinic will be focused on providing free spay and neuter and vaccination services to own pets (will accept community cats as requested). One mobile clinic will be focused on spay and neuter and vaccination services of community cats (will accept owned pets as requested).

METRICS:

(What data and metrics/statistics can the contractor provide to demonstrate success? Are the proposed metrics/statistics relevant to the tasks being performed?)

1. Location and times of service days.
2. Number of owned dogs spayed and neutered with origin location, services provided, and date of service.
3. Number of owned cats spayed and neutered with origin location, services provided, and date of service.
4. Number of community cats spayed and neutered with origin location, services provided, and date of service.

PRICE/FEES

Description of Service	Fee
Mobile Spay and Neuter Clinic This fee will include: <ul style="list-style-type: none"> - Spay/Neuter Service - Target number of animals will be 35 dogs and cats, and 35 for TVNR, and solely domesticated cats 55 - Post Operation Pain Injection - To Go Home, Oral Pain Medication for Dogs and Cats 	\$6,250 per service day
Additional Fees to Be Charge Based on the Type of Animal and Determined Need	
Rabies Vaccine	\$17 per applicable cat or dog
FVRCP Vaccine	\$17 per community cat
E-Collar	\$12.50 per dog
Flea Treatment	\$12 per community cat

Other Items: (These are services we have used in regards to the County's animals – whether or not you opt to do them, just so you have a price list)

- Parvo Test – \$80
- Parvo Treatment – (Elanco Monoclonal antibodies) range \$300-450
- Euthanasias – \$50 (without body disposal)
- Euthanasias with body disposal – \$160
- Ear Cleaning – \$32
- Sub Q Fluids – \$22
- Doxycycline – depending on size but we carry liquid, 100mg, 200mg capsules
- Cephalexin – usually \$25-35 depending on the size of pet

Attachment C – Scope of Work
Shelter Services

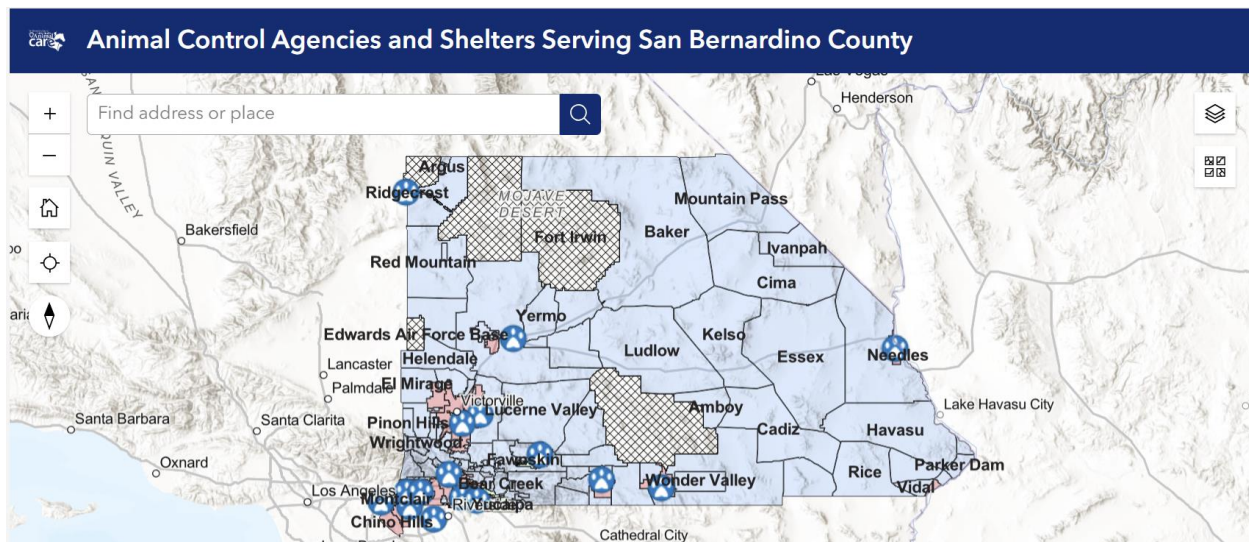
PRICE/FEES

Description of Service	Fee
Spay and Neuter Clinic (Shelter Pets) This fee will include: <ul style="list-style-type: none"> - Anesthesia (use of Isoflurane and oxygen, injectable anesthetic agents, and sedatives) - Post Operation Pain Injection - To Go Home – oral pain medication for dogs and cats over 5.5 lbs. 	Female Cat: \$130 Male Cat: \$120 Dogs (male or female) 1-25lbs: \$185 25.1-50lbs: \$205 50.1-75lbs: \$240 76lbs+ (must fit in kennel): \$280
Additional Fees to Be Charge Based on the Type of Animal and Determined Need	
Rabies Vaccine	\$17 per applicable cat or dog
FVRCP Vaccine	\$17 per community cat
E-Collar (dogs)	\$12.50 per dog
Flea Treatment	\$12 per community cat

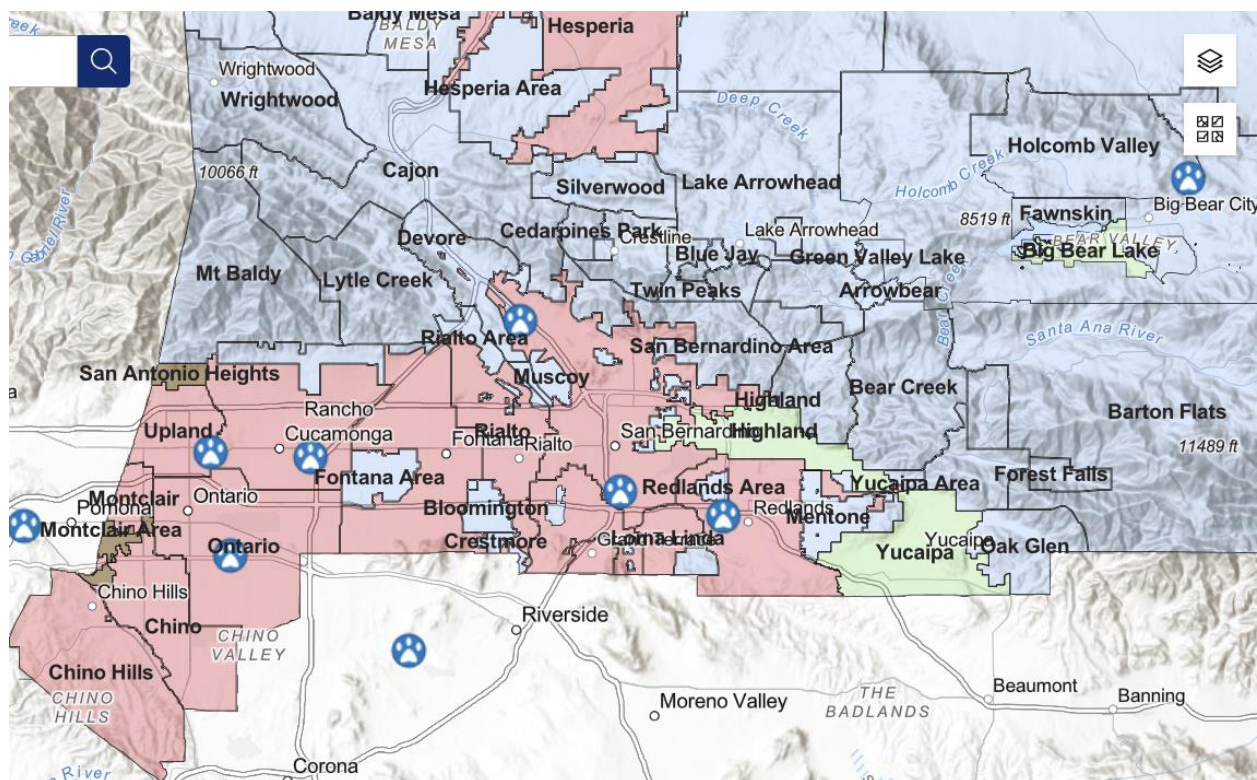
Other Items:

- Parvo Test – \$80
- Parvo Treatment – (Elanco Monoclonal antibodies) range \$300-450
- Euthanasias – \$50 (without body disposal)
- Euthanasias with body disposal – \$160
- Ear Cleaning – \$32
- Sub Q Fluids – \$22
- Doxycycline – depending on size but we carry liquid, 100mg, 200mg capsules
- Cephalexin – usually \$25-35 depending on the size of pet

ATTACHMENT D
Unincorporated Service Area Map



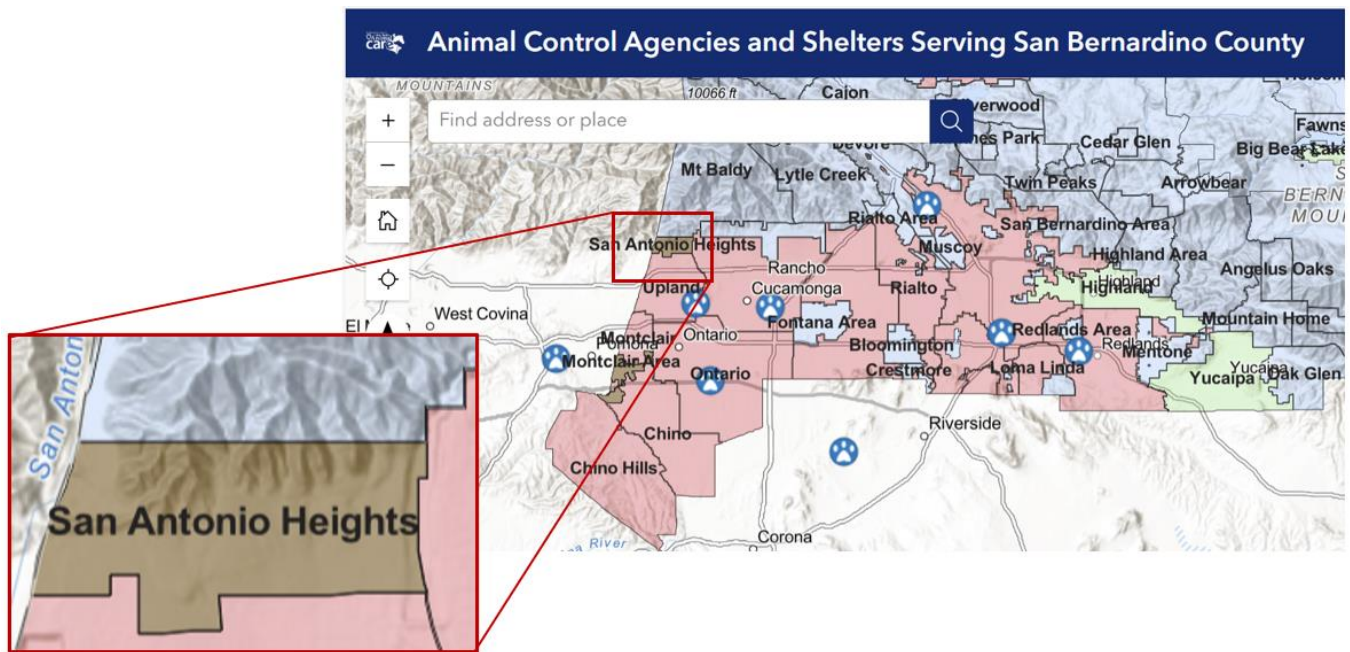
Unincorporated Service Areas are indicated in BLUE:



A full map of eligible trapping areas may be located at:
<https://animalcare.sbcounty.gov/serviceareas/>

ATTACHMENT D

Unincorporated Areas of San Antonio Heights



Unincorporated Areas of Montclair and Chino

