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 Contract Number
23-474

 SAP Number

Department of Public Health

Department Contract Representative	Jackie Ambrose
Telephone Number	(909) 387-8869
Customer	City of Victorville
Customer Representative	Jorge Duran
Telephone Number	(760) 243-6309
Contract Term	May 23, 2023 through May 22, 2024
Original Contract Amount	Not to exceed \$50,000
Amendment Amount	
Total Contract Amount	Not to exceed \$50,000
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) Department of Public Health, Animal Care Division provides animal care services such as the use of emergency animal shelter equipment (assets) and sheltering of stray animals in San Bernardino County; and

WHEREAS, the City of Victorville (City) desires to contract with the County to provide such services; and

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

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

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A. DEFINITIONS

1. Animal Services Program – County or local government program providing licensing, impounding and shelter services, stray animal abatement, and public education to assist residents provide the best possible care for their animal(s).
2. Applicable Law (Applicable Law) – All laws, statutes, rules, regulations, guidelines, permits, actions determination orders, or requirements of the United States, State of California, San Bernardino County, City of Victorville, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, that from time to time apply to or govern the services provided pursuant to this Contract or the performance of Parties' respective obligations hereunder, including the foregoing which concern health, safety, fire, environmental protections, labor relations, mitigation monitoring plans, building codes, zoning, and non-discrimination. All references herein to "Applicable Law" include subsequent amendments thereto, unless otherwise specifically limited.
3. Business Day – Defined as every day the Municipal Shelter is open to the public. This does not include designated federal, or state holidays recognized by County, or days when the shelter (as defined below under Municipal Animal Shelter) is closed for other events.
4. City of Victorville (City) – Local government agency receiving animal sheltering services outlined in this Contract.
5. Contract – The Contract between the County and the City.
6. County Fee – The respective fees approved by the San Bernardino County Board of Supervisors and located in the Schedule of Fees located in Chapter 2, of Division 6, of Title 1, of the San Bernardino County Code.
7. Department of Public Health (DPH) – The County department created in 1931 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.
8. Department of Public Health Animal Care (AC) – The program that provides animal care for the residents of the unincorporated areas of the County.
9. Euthanasia – The performance of euthanasia as outlined within local, state, and federal laws.
10. Holding Period – The period of time animals are required to be held by state law or San Bernardino County code.
11. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
12. Municipal Animal Shelter – County owned, operated, and maintained animal shelter facility for the purpose of this Contract.
13. Quarter or Quarterly – The three (3) month period beginning with the Contract effective date defined as: First Quarter (July/August/September), Second Quarter (October/November/December), Third Quarter (January/February/March), and Forth Quarter (April/May/June).
14. Services – The required services described in this Contract.
15. Shelter Services – Providing humane animal care through sheltering, necessary and prompt medical care, pet placement, microchipping, vaccination, spay/neuter, quarantine and euthanasia in accordance with the County direction and applicable law.

B. COUNTY RESPONSIBILITIES

County shall:

1. Lend specific County assets to City for utilization by City to support City's animal care program.
2. Accept animals from City, on a case-by-case basis and space permitting, for impound at the Devore Animal Shelter. County shall place or dispose of the animals as outlined within State and local laws and consistent with AC policy and procedures.
3. Collect and maintain expenditure and workload data to be used in determining the actual cost of animal care services provided by County to City.
4. Provide additional services, on a case by case basis, to the City pertaining to animal care, with the understanding that the City will reimburse the County for all actual costs incurred in providing those services. Whether or not to perform additional services requested by the City is in the County's sole discretion.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – The Parties agree 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 City and County.
3. **Contract Assignability** – Without the prior written consent of the Parties, the Contract is not assignable by either Party in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The City reserves the right to enter into a contract with other contractors for the same or similar services. The City does not guarantee or represent that the County 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.
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 fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Notification Regarding Performance** – In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the County shall notify the City within one (1) working day, by telephone.
7. **Change of Address** – City shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.
10. **Records** – The County 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 County'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 that state the administrative requirements, cost principles and other standards for accountancy.

11. **Confidentiality** – To the extent applicable, if City is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, City must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections 1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at California Civil Code section 1798.140. City 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. City 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. City must immediately provide to the County any notice provided by a consumer to City pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. City must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).

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

12. **Primary Point of Contact** – City will designate an individual to serve as the primary point of contact for the Contract. City or designee must respond to County inquiries within two (2) business days. City shall not change the primary contact without written acknowledgement to the County. City will also designate a back-up point of contact in the event the primary contact is not available.
13. **County Representative** – The Assistant Executive Officer 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 County. 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.
14. **Damage to County Property** – City shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, equipment, buildings or grounds caused by wear and tear or the willful or negligent acts of City or its employees or agents. Such repairs shall be made immediately after City becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the City fails to make timely repairs, the County may make any necessary repairs. The City, 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 City from the County, as determined at the County's sole discretion.

15. **Debarment and Suspension** – The Parties certify that neither they nor their principals or subcontractors are 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>). The Parties further certify that if they or any of their 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.

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the City agrees that the City and the City's employees, while performing service for the County, on County property, or while using County equipment:
- Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where City or City's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- The City 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 City has with the County, if the City or City's employees are determined by the County not to be in compliance with above.
17. **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.
18. **Informal Dispute Resolution** – In the event the Parties determine 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.
19. **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.
20. **Licenses, Permits and/or Certifications** – Parties shall ensure that they have all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Parties shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. The Parties will notify each other 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.
21. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that City 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.
22. **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".
23. **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.

24. **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.
25. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or City's relationship with County may be made or used without prior written approval of the DPH Director or their designee, and shall include County approved branding.
26. **Representation of the Parties** – In the performance of this Contract, the Parties, their agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the other Party.
27. **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.
28. **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 City 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. City 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 City for County.
29. **Termination for Convenience** – The Parties reserve the right to terminate the Contract, for any reason, with a sixty (60) 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 County for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, City shall promptly discontinue services unless the notice directs otherwise. Upon termination, City will promptly return all County equipment provided to City by this Contract.

D. TERM OF CONTRACT

1. This Contract is effective as of May 23, 2023 and expires May 22, 2024 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the Parties.
2. The County may terminate the Contract immediately if payment is not submitted by City as required by Section F Paragraph 1, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by either Party by serving a written notice on the other Party thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Upon receipt of termination notice the Parties shall promptly discontinue services unless the notice directs otherwise. City shall deliver promptly to County all County Equipment and Assets Received (Attachment A).

E. CITY RESPONSIBILITIES

City shall:

1. Reimburse the County for any and all services provided by County under this Contract as set forth in Section F, Fiscal Provisions.
2. Utilize specific County assets to support City's animal services program. City shall ensure those assets are preserved and maintained. List of the County assets received are included in Attachment A. Ownership of all equipment provided to City pursuant to this Contract remains with County and shall be promptly returned upon termination or expiration of this Contract.

3. Acknowledge receipt of County assets and reimburse County for any asset lost, stolen, or damaged while in City's custody.
4. Deliver animals requiring shelter services from the City's jurisdiction to the County animal shelter located in Devore, provided the County has capacity to house and care for the animals.

F. FISCAL PROVISIONS

1. The maximum amount of reimbursement under this Contract shall not exceed \$50,000. The consideration to be paid to County, as provided herein, shall be in full payment for all County's services and expenses incurred in the performance hereof, including travel and per diem.
2. Payment Method:
 - a. County shall submit invoices to City no later than ninety (90) days following the period end dates in the schedule below. In addition to the invoices listed below, a final invoice may be submitted to the City no later than September 30 of the next fiscal year for any costs not billed in Invoice No. 4, but incurred on behalf of the City through June 30 of the current fiscal year. Quarterly invoices will be based on actual costs collected for the quarter pursuant to Paragraph 3 of this Section.

Invoice Number	Period End Date of Current Fiscal Year
1	September 30
2	December 31
3	March 31
4	June 30

Invoices shall be submitted to:

City of Victorville, Finance Department
 C/O Code Compliance Department
 PO Box 5001
 Victorville, CA 92393-5001
Enforcement@Victorvilleca.gov

- b. City shall process the County's claim for payment within thirty (30) days following receipt of County invoice.
3. Determination of Actual Cost:
 - a. County shall collect and maintain expenditure and workload data to be used in determining the actual cost of animal care services provided by County to City.
 - b. Animal care services costs shall be determined by the actual time worked for City based on County's Labor Distribution report and the associated services and supplies during the term of this contract.
 - c. Animal care shelter services costs shall be determined by the percentage of animals placed into the County shelter originating from City.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The City 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.
2. **Insurance** – County and City are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and

insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

H. RIGHT TO MONITOR AND AUDIT

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 County in the delivery of services provided under this Contract.
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. 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 by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Public Health
Attn: HS Contract Unit
150 S. Lena Road
San Bernardino, CA 9241-0515
Facsimile: (909) 387-2900
Email: HSASDCContractsUnit@hss.sbcounty.gov

City of Victorville
PO Box 5001
Victorville, CA 92393-5001
Facsimile: (760) 269-0074
Email: Enforcement@victorvilleca.gov and
accountspayable@victorvilleca.gov

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

J. ENTIRE AGREEMENT

1. 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.
2. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email 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 Contract upon request.

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

SAN BERNARDINO COUNTY

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

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

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

By *[Signature]*
Deputy



FOR COUNTY USE ONLY

Approved as to Legal Form

► *Daniel Pasek*

Daniel Pasek, Deputy County Counsel

Date May 12, 2023

Date

Reviewed for Contract Compliance

► *Patty Steven*

Patty Steven, Contracts Manager

Date May 15, 2023

Date

Reviewed/Approved by Department

► *Joshua Dugas*

Joshua Dugas, Director

Date May 12, 2023

Date

CITY OF VICTORVILLE

(Print or type name of corporation, company, contractor, etc.)

By ► *Jenele Davidson*

(Authorized signature - sign in blue ink)

Name Jenele Davidson

(Print or type name of person signing contract)

Title Deputy City Manager

(Print or Type)

Dated: May 12, 2023

Address PO Box 5001

Victorville, CA 92393-5001

County Equipment and Assets Received by the City of Victorville (City).

Item	Quantity
Gate Panel for Portable Dog Kenneling	10
Side Panel for Portable Dog Kenneling	30
Clamps for Portable Dog Kenneling	80
Portable Dog Kennel Shade Top	10