

GLENN COUNTY SHERIFF'S OFFICE ANIMAL CONTROL

REQUEST FOR PROPOSALS

County Animal Control Shelter and Veterinary Services



COUNTY OF GLENN

RFP No. 20-0001

Issued: February 28, 2020

Submission Deadline:

March 31, 2020 at 5:00 P.M.

By:

**Richard Warren, Sheriff
Glenn County Sheriff's Office
Animal Control**

County Animal Shelter and Veterinary Services

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County Animal Shelter and Veterinary Services

1. INTRODUCTION

The County of Glenn is inviting sealed proposals for County Animal Shelter and Veterinary Services.

Glenn County Sheriff's Office Animal Control is accepting proposals for a Contractor to provide county shelter and veterinarian services within the county. The shelter will provide facilities for housing impounded and county quarantined animals, provide all medical services to incoming stray animals, and assist the public with the redemption and adoption of impounded animals.

The Glenn County Sheriff's Office Animal Control accepts roughly 750 stray animals annually. As a full-service government Animal Control agency, Glenn County Sheriff's Office Animal Control likewise enforces local, state, and federal laws throughout the unincorporated area of Glenn County and the Cities of Orland and Willows.

2. SCHEDULE

Date	Event
February 28, 2020	Release Request for Proposals
March 17, 2020	Proposer Questions Deadline
March 24, 2020	Responses to Questions
March 31, 2020	Proposals Due
March 31-April 8, 2020 (tentative)	Proposals Evaluated by County
April 9-15, 2020 (tentative)	Selections announced
April 28 or May 5, 2020 (tentative)	BOS Awards Contracts

3. MINIMUM QUALIFICATIONS

The successful proposal must meet the following minimum qualifications:

- a) Current veterinary license; copy must be submitted with proposal.
- b) Knowledge and ability to run an animal shelter medical program, including:
 - Knowledge of infectious disease prevention as it relates to 'herd health'.
 - Animal exam practices and procedures.
 - Record keeping fulfilling minimum standards as set forth in the California Veterinary Practice Act.
 - Treatment of animal diseases.
 - Medications.
 - Spay/neuter surgery and anesthesia of dogs, cats and rabbits.

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- Humane euthanasia of animals as required.
- Ability to administer State Health Department rabies control guidelines and perform services thereunder.
- Knowledge of State of California Veterinary Medical Practice Act for remote treatment of animals at the County animal shelter using Registered Veterinary Technicians.

4. SCOPE OF SERVICE

Contractor and Contractor's Agent (RVT) shall manage and direct the Glenn County Sheriff's Office Animal Control medical clinic and perform veterinarian services as necessary at the Glenn County Animal Control Shelter. Such services shall include, but not be limited to the following:

- A. Services shall be performed throughout the year, at the usual and customary times and days of business operated by Glenn County Sheriff's Office Animal Control. Services shall include but are not limited to: the examination, treatment, and altering of shelter animals; and the humane euthanasia and disposal of both severely injured/sick animals and signed off impounded animals that have not been adopted, transferred to an accepted shelter, or redeemed. Additionally, the altering of stray community cats and of pets owned by low income qualified residents, and rescue groups during low cost spay/neuter clinics.

Contractor shall vaccinate impounded animals against rabies, perform brain removals of rabies suspect animals, and observe quarantined animals upon the request of the County's Animal Care & Control Director and/or the Public Health Director. Contractor shall also provide consultation during animal cruelty investigations by County Animal Care & Control Staff, and may participate in community education events, low cost rabies clinics, and provide veterinary education to county employees and affiliates when requested.

- B. Provide telephonic, video, or written consulting to Animal Control staff and/or RVT regarding impounded animals in accordance with the California Veterinary Medical Practice Act as needed.

- C. Create and direct, in cooperation with the Animal Control Director and his/her Deputies, protocols for the care of impounded animals, i.e. disease control, housing, isolating, treatments, fostering.

- D. Provide monthly reports to the county detailing the breakdown of surgeries, exams, treatments, etc., and type of services provided under the contract. The County and the Contractor will mutually agree upon the format for reporting.

- E. Contractor shall cooperate with County and County Staff in the performance of all work herein.

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F. Contractor shall perform all work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following:

- Require Contractor to meet with County to review the quality of the work and resolve matters of concern;
- Require Contractor to repeat the work at no additional charge until it is satisfactory;
- Terminate this Agreement; or
- Pursue any and all other remedies at law in equity.

G. Sub-Contractors, Agents, or Personnel: Any veterinary assistant assigned to manage or work in the Glenn County Animal Care & Control Shelter will need to be a licensed RVT (Registered Veterinary Technician with the State of California) and proof of such license will need to be provided to the county within 30 days of beginning work. In the event the assigned RVT is unable to perform services due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely replacement (within 30 days).

5. COMPENSATION

Compensation for the scope of work shall be through a fixed fee contract. Proposals must include a cost proposal for the County's consideration. The costs for all Services outlined in the Scope of Services must be included in the cost proposal.

Exhibit "A" to this RFP is a sample contract, for your review.

6. PROPOSAL CONTENT

A. Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in the disqualification of your Proposal as non-responsive.

B. Proposal. Please assemble your Proposal in the following order:

- Cover Letter: A standard business letter must be included, which represents your agreement to supply the requested services detailed in the RFP.
- Veterinarian Profile: Provide a brief overview of your preparedness to serve Glenn County, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than two pages.

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- **Work Plan:** Provide your specific proposal to address the Scope of Work outlined in Section 4 above and Exhibit A. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks.
- **Cost Proposal.** Please detail cost information on the attached form “Exhibit B—Fees Schedule” for each aspect of the required Scope of Work.

Any prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

7. PROPOSAL SUBMITTAL

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

- A. In order to be considered, five (5) hard copies and one electronic copy (CD) in Microsoft Word no later than **Tuesday, March 31, 2020, by 5:00 p.m.**, and addressed to:

RFP No. 20-0001 Veterinary Services
CONFIDENTIAL
Glenn County Sheriff's Office
Attn: Administrative Services Officer
543 West Oak Street
Willows, CA 95988

Normal business hours are Monday through Friday 8:00 am to 5:00 pm. Staff can be reached at (530) 934-6441.

Proposals may be mailed through the United States Postal Service or any other courier service and they may be delivered in person to the above office. Faxed or emailed proposals will NOT be accepted.

- B. In order to receive addenda and information regarding this RFP, proposer may view the RFP online at: <http://www.countyofglenn.net/govt/bids>. Proposers are cautioned to read the scope of services and proposal contents herein and be sure to respond to all items listed in these sections.
- C. Proposals received incomplete or late, for any reason, shall not be accepted.
- D. All Questions regarding this Request for Proposals may be submitted in writing at any time prior to **Tuesday, March 17, 2020 5:00 p.m.** to Jillian Hughes, Administrative Services Officer, Glenn County Sheriff's Office, at: jrhughes@countyofglenn.net Only written questions will be accepted.

Questions will be answered by Tuesday, March 24, 5:00 p.m. and uploaded as an addendum to the website listed in the above paragraph.

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Proposers may contact only the individual identified above and are specifically directed not to contact other County personnel for meetings, conferences, or other technical discussions related to this RFP. No questions will be answered by other County staff.

- E. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.

Please note: The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of project understanding, work plan, project schedule, project team, and cost proposal.

8. PROPOSAL EVALUATION AND AWARD.

The County is using the competitive proposal process, wherein the experience and responsiveness of each submitted proposal is evaluated as it relates to the Scope of Services. Administrative staff will evaluate the proposals as described below.

- A. Proposals shall be opened and checked to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.
- B. All proposals will be evaluated to determine whether they meet all the requirements of the RFP.
- C. A Consultant Selection Board may be convened to review, discuss and rank the proposals, using criteria to include the following:
- Demonstrated ability and willingness to meet the requirements of the Scope of Services
 - Experience and expertise
 - Quality of work, as verified by references
 - Total costs, showing the ability to provide all aspects of the Scope within proposed budget
- The County may evaluate any information from any source deemed relevant to the evaluation. False, incomplete or unresponsive statements in a Proposal may be sufficient for its disqualification.
- D. Prior to final selection, a short list of qualified and responsive candidates may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each candidate to present their qualifications and proposals in person and/or to answer any questions that County staff may have regarding the Consultant's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically, a minimum of three (3) proposals will be selected for the Short List; however, the County may, at its option, choose to interview more or less than three (3) qualified Consultants or select consultants based solely on evaluating written proposals.

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- E. If an agreement cannot be reached with the top ranked candidate, the County will then contact the next highest ranked, and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.
- F. The County of Glenn is an Equal Opportunity/Affirmative Action Employer and the successful Consultant(s) will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Consultants should be familiar with the Employers' Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.

9. PROTEST PROCEDURE

The County of Glenn will follow the Appeal Procedure in their Consultant Selection Policy as follows:

- A. Appeal Procedure: Recommendations or decisions may be appealed by writing a letter to the Board of Supervisors or Purchasing Agent, as applicable, detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the County Administrative Officer's recommendation for award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.
- B. Any appeal will be heard before the Board of Supervisors on the same day as the approval of the proposed contract with the recommended consultant.

10. GENERAL TERMS AND CONDITIONS

By your submission of a proposal, you agree to be bound by the following conditions:

- A. To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardized the County's and the Respondents negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: **"CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE"**, and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- B. The County reserves the right to cancel this RFP at any time, even after opening of proposals.

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- C. County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.
- D. Disposition of Proposal(s) and Contract Award:
- All proposals shall become the property of Glenn County.
 - Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
 - County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
 - Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
 - Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.
- E. Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.
- F. Default by Respondent: In case of default by the successful Respondent, Glenn County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and

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the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

- G. Glenn County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.
- H. It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.
- I. Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.
- J. Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.
- K. Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions.
- L. Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.
- M. Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and

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generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

- N. This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this *date* day of *month*, 2020, by and between Glenn County, a political subdivision of the State of California ("County"), and *name of Contractor* ("Contractor").

RECITALS:

A. County has determined that it is desirable to retain Contractor to provide county animal shelter and veterinary services; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a *[sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation]*, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include county animal shelter and veterinary ("Services").

2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be *[the Fixed price, Annual price, Monthly price or Hourly rate]* set forth in Exhibit "B" which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars (\$XXXXX.XX).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

*Department Contract Administrator
Address
Willows, California 95988
Telephone:*

If to Contractor:

*Contractor Name
Address
City, State, Zip
Telephone:*

Notice shall be deemed to be effective two days after mailing.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal

Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct

of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and sub-contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general

aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or

regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF GLENN

CONTRACTOR

By: _____
[Name of Department Head]
Deputy Glenn County Purchasing Agent

By: _____
Authorized Representative
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

**Exhibit A to Agreement
between _____,
hereinafter referred to as "CONTRACTOR", and the
COUNTY OF GLENN, hereinafter referred to as "GLENN COUNTY"**

SCOPE OF SERVICES

The following services are included in the cost of providing Animal Shelter and Veterinary Services and there shall be no additional costs except as indicated in paragraphs 1 and 3:

1. CONTRACTOR shall provide the following services on a monthly basis for the GLENN COUNTY Sheriff's Office:
 - A. Possess a current veterinary license.
 - B. Accept such animals for impoundment as are delivered or directed to Contractor's facility by County's Animal Control Officer or his designee.
 1. County's Animal Control Officer or his deputy shall complete an Animal Control Report (ACR) for each animal impounded and deliver a copy of the ACR to Contractor at the time of impoundment.
 2. If the animal, at the time of impoundment, has a license or ID tag attached to the collar, the Animal Control Office shall notify the owner that the animal has been impounded and of the amount necessary to pay to redeem the animal.
 3. All animals will be scanned for micro-chip identification by Animal Control Officer or deputies, and veterinarian staff as needed.
 - C. Contractor shall maintain its facility in a sanitary condition meeting the standards of the California Veterinary Medical Board and as set forth in Sections 2030 and 2032 and their subsections of the California Code of Regulations. Contractor shall provide adequate nutrition, treatment, and care to all animals so impounded, including specific veterinary assistance on a 24 hour, seven day a week basis with authorization from Animal Control Officer or deputy.
 - D. Contractor shall maintain a secure impound area that protects all animals impounded from possible escape, theft, loss of life, and/or animal abuse or other mistreatment. Impound area must have the ability to maintain a quality of life meeting California Veterinary Medical Board standards. Animals shall be protected from extremes in weather. Escape of animals due to disturbances such as (but not limited to) fireworks, thunder/lightening storms, or other factors must be protected against. Impound area shall include an isolation kennel for the separation of animals that must be quarantined.

- E. Place any animal impounded pursuant to this Agreement in a bona-fide home, with a designated humane shelter, or destroy such animal in a humane manner only as authorized by State statute and after written authorization has been given of such placement or destruction by County's Animal Control Officer or his or her deputy. Each animal shall be made available for adoption through the County for at least one additional business day after sign off by County's Animal Control Office and prior to release to a designated shelter. Should an animal be adopted through the County prior to placement with a designated shelter, the County shall collect from the adopter the published fee listed in the County Master Fee Schedule. The Contractor shall not release the animal to the adopter without verifying such fee has been paid to the County. For animals released for destruction only, there shall be no additional adoption holding period.
- F. Contractor shall provide equipment, or provide space for County owned equipment, to sanitarily preserve the bodies of animals that have been euthanized or killed (either on site or off) until they can be properly disposed of.
- G. Contractor agrees to reasonably conform to the shelter's normal operating hours, designated by the County as Monday through Friday, 8:00am to 5:00pm, excluding holidays. Contractor shall assist the public during normal business hours with redemption or adoption of animals impounded by County. Impound and license fees will be collected by the County prior to the release of the animal, at which time the County will provide a receipt of such paid fees, which will be presented to the Contractor as evidence of authorization to release said animal to owner for redemption or adoption. Fees due to the Contractor will be collected by the Contractor at the time of redemption or adoption (i.e. board, vaccination fees, veterinary service charges, etc.). **No animal will be released to a citizen by Contractor unless a County receipt showing all County fees have been paid is first presented to Contractor.**
- H. Services shall be performed throughout the year and shall include but are not limited to: the examination, treatment, care and board, and altering of shelter animals. Contractor shall vaccinate impounded animals against rabies prior to release to an existing owner if said owner cannot provide proof of vaccination, or a new owner if adopted; perform brain removals of rabies suspect animals, and observe quarantined animals upon the request of the County's Animal Control Officer, his or her deputy, or the Deputy Director of Public Health. Contractor shall also provide consultation during animal cruelty investigations by County Animal

Control staff, and may participate in community education events and yearly County rabies clinic events. Contractor shall provide veterinary education to county employees and affiliates when requested.

- I. Contractor shall cooperate with County and County Staff in the performance of all work herein.
- J. Contractor shall perform all work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following:
 - a. Require Contractor to meet with County to review the quality of the work and resolve matters of concern;
 - b. Require Contractor to repeat the work at no additional charge until it is satisfactory;
 - c. Terminate this Agreement pursuant to the provisions of Article 6; or
 - d. Pursue any and all other remedies at law in equity.
- K. Contractor shall assign only competent personnel to perform work hereunder. In the event that any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- L. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without prior written consent of County. For the purposes of this Agreement, key personnel are the Contractor and Veterinarian(s) utilized by Contractor.
- M. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- N. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to County immediately.

Exhibit B to Agreement
between _____,
hereinafter referred to as "CONTRACTOR", and the
COUNTY OF GLENN, hereinafter referred to as "GLENN COUNTY"

FEES SCHEDULE

BOARDING FEES (Paid to Contractor by Animal Owner Upon Redemption. If animal not redeemed, County pays fees from date of impound to date of Animal Release for Destruction/Shelter Placement sign off.):

\$	per day	Dogs/cats
\$	per day	Puppies and kittens (litters) – up to 4-months of age pursuant to authorization by Animal Control Director or Deputy
\$	per day	Quarantine
\$	per day	Livestock (Per species)
\$	per day	Fowl
\$	per day minimum	Exotics – depending upon species

EUTHANASIA FEES:

\$	per animal	Dogs – up to 60 lbs. pursuant to authorization by Animal Control Director or deputy
\$	per animal	Cats
\$	per animal	Puppies and kittens – up to 4-months of age pursuant to authorization by Animal Control Director or Deputy Smaller/younger fee reduced per size

DISPOSAL FEES:

\$	per animal	All animals except livestock
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TREATMENT FEES:

Sick/injured animals	Veterinarian costs pursuant to authorization by Animal Control Director or Deputy
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IMPOUND VACCINATION FEES (If given, Paid by Owner Upon Redemption. DHPP and Kennel Cough Vaccine are not authorized by Animal Control to be given to impounded dogs prior to redemption or release for disposal, and will not be paid by the County.):

\$	per animal	Rabies All animals except livestock
\$	per animal	DHPP Dogs Only
\$	per animal	Kennel Cough (Bordatella) Dogs Only