

**CONTRACT
FOR
SPAY AND NEUTER SERVICES**

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and, Woods Humane Society, a private non-profit corporation in the State of California, ("Contractor").

WITNESSETH:

WHEREAS, County, within its jurisdictional boundaries or area of responsibility, is in need of special services; to wit, spay and neuter ("animal alteration") services; and

WHEREAS, Contractor has qualified staff who are trained, experienced, expert and competent to provide animal licensing services for the appropriate fees and the terms and conditions hereinafter set forth;

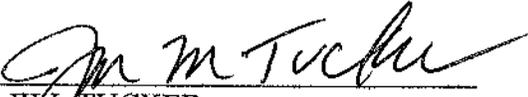
NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. **Services**. The parties agree to perform the services described in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. **Compensation**. The parties agree to the compensation described in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. **Duration**. The parties agree to the duration described in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. **General Conditions**. The parties agree to the general conditions described in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

CONTRACTOR

Woods Humane Society
A California non-profit corporation

By: 
JILL TUCKER
Executive Director

2/8/16
Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA NEAL
County Counsel

By: 
Deputy County Counsel

2/8/16
Date

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: _____
LYNN COMPTON
Chairman of the Board of Supervisors

Date

ATTEST:

By: _____
TOMMY GONG
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

CONTRACT FOR SPAY AND NEUTER SERVICES

EXHIBIT A SCOPE OF SERVICES

- 1) Contractor Obligations. The Contractor shall perform the following duties.
 - a) Arrange for the pick-up and return of animals to be altered from the County's animal shelter.
 - b) Provide the professional services of a California licensed veterinarian to spay or neuter dogs and cats. The veterinary services may be augmented by assistants and staff as is common in the industry.
 - c) Animals shall be spayed or neutered within a reasonable time after pick-up from the County's shelter.
 - d) Animals shall receive anesthesia, surgical services, post-operative care, pain control medications, proper housing, food, water, protection from other animals and any other care necessary and reasonable to humanely care for the animal during its stay at Contractor's facility.
 - e) Contractor shall test all cats weighing two pounds or more for Feline Leukemia Virus (FeLV) and Feline Immunodeficiency Virus (FIV) prior to the initiation of any surgical procedure.
 - f) Provide to the County a monthly report including the identification number for each animal altered during the previous calendar month. This report shall be due on the tenth day of the month following the reporting month.
 - g) Provide to the County a monthly invoice for all services rendered the previous week. The invoice shall only charge for services actually performed and satisfactorily completed. The invoice shall only charge the rates shown in Exhibit B. Any services other than spay or neuter services shall be separately approved by the County and separately charged on a separate invoice. The invoice for spay and neuter services shall be due 30 days following the date of the invoice. The County shall have the same review and approval time for the invoice as for the monthly report.
- 2) County Obligations. The County, acting through the Health Agency, Animal Services Division, shall perform the following duties.
 - a) Determine which dogs and cats under County Animal Services' jurisdiction are adoptable.
 - b) Make an oral or written request (including by fax or e-mail) to Contractor to spay or neuter dogs and cats at prices stated in Exhibit B. If a single request or a series of frequent requests includes an unusually large number of animals, the County and Contractor shall estimate a reasonable time for completion.
 - c) Coordinate with Contractor for Contractor's staff to return the animals to the County's shelter after the alteration surgery and after the animal has fully recovered from anesthesia. County staff must be present when the animal is returned to County care and control.
 - d) Pay the compensation as provided in Exhibit B.

- e) Receive and review the Contractor's monthly report and invoice.
- f) Approve or contest, in writing, Contractor's written monthly report and invoice within twenty (20) days after County's receipt of Contractor's monthly report and invoice. Should County fail to contest any matter within twenty (20) days, such failure does not shorten or eliminate the County's rights under any statute of limitations.

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**EXHIBIT B
COMPENSATION**

1) Fee Schedule

<u>Procedure</u>		<u>Cost</u>	
Spay, Cat	Standard	\$65	
	In Heat Surcharge	\$25	
	Pregnant Surcharge	\$25	
Spay, Dog	Standard, <30 lbs	\$95	
	31-50 lbs	\$105	
	51-80 lbs	\$115	
	>80 lbs	\$125	
	In Heat Surcharge	\$30	
	Pregnant Surcharge	\$45	
Neuter, Cat		\$40	
Neuter, Dog	Standard <50 lbs	\$75	
	>50 lbs	\$85	
	Cryptorchid <50 lbs	\$105	
	>50 lbs	\$120	
FeLV/FIV only		\$20	
Induction only	Cat	Male	\$15
		Female	\$25
	Dog	Female	\$60

a) Fee changes

- i. Contractor shall review fee schedule annually and notify County of any proposed changes no later than October 1.
- ii. Any agreed upon fee changes will become effective July 1 of the following year. No change in price as discussed in subparagraph (b), above, may exceed the limits specified in the County's purchasing policies for procurement of professional services without express authorization from the Board of Supervisors.

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EXHIBIT C DURATION

- 1) Effective Date: This contract shall be on the date of the signature of the County. The County shall be the last to sign this contract.
- 2) Service Date:
 - a) Services shall commence on or after July 1, 2015 and shall end upon the end of the duration date.
 - b) The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2015 to the date the Board of Supervisors is executing this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to July 1, 2015. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2015.
 - c) If any services from July 1, 2015 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from this contract.
- 3) Duration: The term of this Contract shall expire three (3) years from the Service Date unless terminated sooner.
- 4) Extensions: The San Luis Obispo County Board of Supervisors specifically delegates to the Health Agency Director the authority to extend this contract for periods of one year up to a maximum duration date of June 30, 2020, without further need for action, approval or ratification by the Board of Supervisors. Each extension must be signed by the Health Agency Director, County Counsel, and the Contractor prior to the expiration of the current duration date.
- 5) Termination: The San Luis Obispo County Board of Supervisors specifically delegates to the Health Agency Director the authority to terminate this contract as per the provisions in Exhibit D without further need for action, approval or ratification by the Board of Supervisors.

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EXHIBIT D GENERAL CONDITIONS

- 1) Termination: Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
- 2) Oversight and Coordination: All Services under this Contract shall be coordinated under, and performed to the reasonable satisfaction of the Animal Services Manager or his or her designated representative
- 3) Contractor Acknowledgement: Contractor acknowledges that, prior to signing this Contract, Contractor has become acquainted with matters relating to the performance of this Contract and the terms and conditions of this Contract.
- 4) Permits: Contractor shall obtain the necessary permits(s), if any, required by County or its governing ordinances for the performance of the Services. County agrees to provide Contractor with a list of any and all such permits and to work with Contractor in good faith to aid it in obtaining any such permits in a timely fashion.
- 5) Indemnification: To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of
- 6) Compliance with Codes: Contractor shall, during the performance of the Services, comply with all applicable codes and ordinances of County and contracting cities, as amended.
- 7) Insurance requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
 - a) *Minimum Coverage* - Coverage shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or,

is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- b) *Primary Coverage* - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c) *Notice of Cancellation* - Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
- d) *Failure to Maintain Insurance* - Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- e) *Waiver of Subrogation* - Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- f) *Deductibles and Self-Insured Retentions* - Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- g) *Acceptability of Insurers* - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- h) *Claims Made Policies* - If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after

completion of contract work.

- i) *Separation of Insureds* – All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations
- j) *Verification of Coverage* – Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Certificates and copies of any required endorsements shall be sent to:

Eric Anderson, DVM – Animal Services Manager
San Luis Obispo County Division of Animal Services
PO Box 4110
San Luis Obispo, CA 93406

- k) *Subcontractors* – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- l) *Special Risks or Circumstances* - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8) Assignment: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of County; and as a condition of such consent, Contractor shall still remain liable for completion of the services in the event of default by the successor contractor or assignee.

9) Unforeseen Circumstances: Contractor shall not be responsible for any delay or omission caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay or omission within ten (10) days after the occurrence of the event causing such delay or omission.

10) Notices: Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other shall be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

Notices for COUNTY shall be addressed to:

Eric Anderson, DVM – Animal Services Manager
San Luis Obispo County Division of Animal Services
PO Box 4110
San Luis Obispo, CA 93406

Notices for CONTRACTOR shall be addressed to:

Jill Tucker – Executive Director
Woods Humane Society
875 Oklahoma Ave
San Luis Obispo, CA 93405

- 11) Status of the Parties' Officers/Employees/Agents: Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer- employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract.
- 12) Warranty of Professional Services: Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If for any reason staff members are required to provide professional services and all reasonably available staff are not qualified, this contract is automatically canceled effective the same date
- 13) Miscellaneous
- a) *Governing Law and Venue*
 - i. This Contract shall be governed by and construed in accordance with the laws of the State of California.
 - ii. This contract has been formed and shall be performed in San Luis Obispo County. The venue for any legal action on the contract shall be in San Luis Obispo County.
 - b) *Entire Agreement* - This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the parties.
 - c) *Severability* - In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
 - d) *Successors and Assigns* - This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.
 - e) *Captions* - The captions to the various clauses of this Contract are for information purposes only and shall not alter the substance of the terms and conditions of this Contract.

- f) *Authorization*- Each of the parties represents and warrants to the other that this Contract has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Contract is fully binding on such party.
- g) *State Audit*- Pursuant to California Government Code section 8546.7, every county contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.