

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Moreno Valley Community Vet Care a California Corporation** with its principal place of business at **14041 Elsworth Street Moreno Valley, CA 92553** hereinafter referred to as the “Vendor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional veterinary services contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional veterinary services contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the veterinary services as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. **VENDOR INFORMATION:**

Vendor’s Name: Moreno Valley Community Vet Care

Address: 14041 Elsworth Street

City: Moreno Valley State: CA Zip: 92553

Business Phone: 951-413-3780 Fax No. N/A

Other Contact Number: N/A

Business License Number: 39915

Federal Tax I.D. Number: 88-1176197

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from **July 1, 2025** to **June 30, 2030** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other

personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Dr. Nicholas A. Storey, DVM and Dr. Joey Cowan, DVM.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Dr. Nicholas A. Storey, DVM and Dr. Joey Cowan, DVM.**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and

that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System

(CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.
- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all

communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
 - The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-

VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
 2. Additional Insured endorsement for auto liability coverage
 3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- T. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party. During the notice period, both parties shall continue to fulfill their obligations under this Agreement to ensure continuity of care for the animals being served. The Vendor shall assist in the orderly transfer of veterinary care services and responsibilities to the City or to another vendor designated by the City to minimize any disruption in animal care services.

If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services

under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.

- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Moreno Valley Community Vet Care
14041 Elsworth Street
Moreno Valley, CA 92553
Attn: Dr. Nicholas A. Storey, DVM and Dr. Joey Cowan, DVM.

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Animal Services Division Manager,
Community Development Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and

addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation, or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by the Vendor for work performed under this Agreement:
 - 1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.
 - 2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
 - 3. Davis-Bacon Act. Vendor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
 - 4. Contract Work Hours and Safety Standards Act. Vendor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.

5. Patent Rights. The City retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The City and Vendor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The City retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.
7. Access to Records. Vendor shall provide access to the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.
8. Record Retention. Vendor shall retain all required records for three years after City makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
9. Environmental Compliance. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.
10. Energy Conservation. Vendor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

DRAFT

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Vendor

BY: _____

City Manager

BY: _____

Nicholas A. Storey, D.V.M

TITLE: Owner

Date

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Steven B. Quintanilla

City Attorney

05/13/2025

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

I. General

- A. The City of Moreno Valley is a municipal governmental agency, which provides Police, Fire, Rescue and Emergency Medical Services to approximately 213,000 residents in Moreno Valley. In addition, the City maintains several hundred miles of public streets, City parks and libraries. The City also has its own Electric Utility Department which provides electric services to its businesses and residents.
- B. The City of Moreno Valley's Community Development Department is committed to serving our community through teamwork and the constant pursuit of excellence. The Community Development Department is responsible for providing Animal Care and Control services administered by the Animal Services Division to residents, businesses, visitors and Allied Agencies including Law Enforcement, Fire, and Emergency Services. The Animal Services Division operates out of a full-service municipal Animal Shelter. The Division, on an annual basis, cares for over 7,000 lost and homeless animals, as well as responding to approximately 11,000 service calls for a variety of Animal Control needs. An integral part of the Animal Care services includes a full-service Veterinary Clinic to provide the necessary medical care for the community's pets.

The Community Development Department requires support in the following specialized Veterinary services areas and will be selecting a highly qualified Vendor to fulfill the scope of services. Vendors shall specify which of the services listed below they provide and which they do not provide.

- C. The Vendor shall perform services at the Moreno Valley Animal Shelter's Animal Clinic. Such services shall include low-cost spay and neuter surgeries, daily shelter rounds and vet checks, diagnosis and treatment of injured and ill domestic animals placed in the care of the Moreno Valley Animal Shelter while working cooperatively with City staff to provide positive outcomes for the community's lost and homeless pets as detailed in the Specific Scope of Services section below.

The outcome of these services will be monitored and measured routinely to ensure the maintenance of health of lost and homeless pets placed into the care of the Moreno Valley Animal Shelter is consistent with established care standards. The goal is to reduce pet overpopulation within the community through low-cost spay-neuter surgeries.

The Moreno Valley Animal Clinic, a 1,700 square foot all-service veterinary clinic, shares the same facility as the Moreno Valley Animal Shelter. The Moreno Valley Animal Clinic includes the following areas:

- Front reception and lobby with waiting area for clients
- Records storage room

- Two examination rooms
- Pharmacy / Diagnostics area
- Dog and cat wards
- Surgical prep area w/ wet prep table and recovery area (LED lighting)
- Two table surgery room (LED lighting)
- Empty x-ray room and viewing area
- Veterinarian's office
- Supplies storage room

II. Specific

A. Operational Requirements of Vendor:

1. Operate the Moreno Valley Clinic according to all federal, state and local laws.
2. Maintain a written protocol of all animal handling, vaccination, anesthesia, surgery guidelines, and drug inventory; maintain updated medical records within the Animal Shelter's database for shelter pets, as needed.
3. Perform daily shelter population rounds to ensure that each animal, each day, receives the care and attention they need to move as safely and efficiently as possible through the shelter and make recommendations regarding the maintenance of a healthy and disease-controlled environment in the Animal Shelter.
4. Perform daily veterinary rounds that focus on examining animals identified as having a medical concern by Animal Services staff.
5. Provide veterinary services a minimum of five (5) days per week. Hours and days of operation shall be subject to mutual agreement between the Vendor and the City.
6. Provide the necessary equipment and supplies to be used in the operation of the Clinic, including all medical supplies, medicines, cleaning agents, tools, anesthesia machines, autoclaves, and other necessary tools, instruments, supplies, and equipment. Vendor shall maintain in good working order, at its own expense, all equipment used in the operation of the Clinic, whether City or Vendor owned, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.
7. Provide data services, including Vendor's own computer hardware and software licenses to maintain their own network. Vendor will be provided access to the Animal Shelter's database for the purpose of updating medical notes and medical diagnosis and/or procedures performed on animals maintained and adopted from the Animal Shelter.

8. Provide custodial service for all areas (public and work areas) of the Veterinary Clinic.
9. Vendor shall not make any modifications or improvements to the facility without the prior written approval of the City.
10. At his/her expense, Vendor shall secure and hire such other persons as may, in the opinion of the Vendor, be necessary to comply with the terms of this Agreement. Vendor hereby warrants that such persons shall be fully qualified to perform the services required.
11. Vendor agrees to train hired and relief veterinarians on The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters. A copy will be provided by the City and shall be kept and maintained onsite by the Vendor.
12. Vendor agrees that no subVendor shall be retained to perform the services outlined in this Agreement except upon the prior written approval of the City.
13. Prices of spay/neuter surgeries for pets adopted, after or prior to adoption, from the Animal Shelter, and pets owned by Moreno Valley residents who present a valid Spay-Neuter voucher issued by the city, will include pain injection, pre surgical veterinarian assessment, tattoo, e-collar, and medical waste disposal for post-surgery recovery, paid to the Vendor by the adopter, or by the City during special adoption events and when valid vouchers are presented, for dogs and cats which are surgically sterilized shall be the following:

Surgical Fees – Pets Adopted from Shelter / Pets with Vouchers

Species	Size (lbs.)	Female	Male
Feline	N/A	\$120	\$95
Feline – TNR*	N/A	\$112	\$63
Canine	< 30	\$152	\$142
	31-50	\$177	\$167
	51-75	\$197	\$177
	76 +	\$222	\$197

*Cats participating in the trap-neuter-and release (TNR) program receive pain injections, pre surgical veterinarian assessment, medical waste disposal and ear tipping.

14. Animals presented with the following medical conditions requiring additional work by the veterinarian surgeon will add the following fees for the above spay/neuter services for the successful completion of spay or neuter surgery:

In Heat Charge	\$25
Early Pregnancy	\$25
Late Pregnancy	\$75
Incidental Pyometra	\$40
Inguinal or Abdominal Cryptorchid	\$100
Umbilical Hernia	\$32
Deciduous Teeth Removal	\$25 each

Optional bloodwork will be available upon recommendation by the veterinarian and upon approval by the pet owner.

15. Prices for the medical treatment of animals impounded and maintained by the Moreno Valley Animal Shelter will include the following General Care Costs for pets maintained at the Animal Shelter:

Treatment	General Care Cost
Minor Abscess	\$0 - \$200
Radiographs (as needed to diagnose)	\$75
Laceration Repair - major	\$200 - \$350+
Laceration Repair - minor	\$100 - \$200
Medical Groom	\$100 - \$200
Additional services and treatments (Excluding food, flea/tick preventatives and heartworm preventatives)	30% discount

16. General exams are included in the monthly retainer fee covering the daily shelter rounds and daily medical rounds performed by the veterinarians and their medical staff within the Animal Shelter animal population. Additional treatment as identified above may be required and treatment recommendations are to be approved upon consultation between the attending veterinarian and the Animal Services Division Manager, or his or her designee.
17. The monthly retainer fee of **\$5,500** will be invoiced each preceding month. The monthly invoice shall provide a detailed account of all costs including spay/neuter surgeries, additional general care costs and any other medical procedures performed.
18. Vendor shall provide a written estimate of spay/neuter fees to the public outlining any additional fees, if any, and obtaining consent from the

animals' owner prior to proceeding with the surgical procedure, including any other surgical procedures (tumor removal, eye surgeries, lacerations, teeth cleanings, etc.) performed at the consent of the animal owner.

19. Vendor shall accept discount coupons and vouchers issued by the Moreno Valley Animal Shelter to perform spay and neuter services on dogs and cats brought in by City of Moreno Valley residents.
20. The following licenses and permits shall be obtained by the Vendor at its own expense: (1.) Current Veterinary Premise Permit for Moreno Valley Animal Services, naming the Vendor as the managing Licensee, as required by the California Veterinary Medical Board; (2.) Current Veterinary License as required by the California Veterinary Medical Board; (3.) Controlled Substance Registration Certificate as required by the U.S. Department of Justice, Drug Enforcement Administration; (4.) Current City of Moreno Valley business license; and (5.) All other licenses required by any other regulatory agencies to operate the Clinic.
21. All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Animal Services Division. Vendor shall maintain all licenses and permits current throughout the term of this Agreement.
22. Vendor will allow the use of its license(s) to order certain drugs for use at the Animal Shelter.
23. Vendor shall promptly advise the City in the event any disciplinary proceeding or action is commenced by any State agency against him/her in connection with professional services rendered by the Vendor.
24. Vendor will be solely responsible for disposal of hazardous waste at its own cost with an option to cost share with the City, upon mutual agreement.
25. Vendor shall maintain necessary records related to services performed consistent with the City's Record Retention Schedule adopted 6/12/2007.

B. Veterinary Medical Services performed by Vendor:

1. Perform daily shelter rounds when a veterinarian is on-site to ensure that each animal, each day, receives the care and attention they need to move as safely and efficiently as possible through the shelter and make recommendations on medical and/or behavioral observations.
2. Perform daily veterinary rounds when a veterinarian is on site focusing on examining animals identified as having a medical concern by Animal Services staff and prescribe medications and other necessary medical procedures.
3. Dogs and cats in the care of the Moreno Valley Animal Shelter shall have priority over public appointments to ensure that daily shelter rounds and

veterinarian rounds are completed each day when a veterinarian is on-site.

4. Monitor the performance related to the medical care provided by Shelter staff in their follow-up of the prescribed treatment as directed by the veterinarian.
5. Make recommendations, assist in the development of applicable policies, and oversee the maintenance of a healthy and disease-controlled environment in the Shelter.
6. Vendor will confer with other veterinarians who may perform surgical and other medical procedures at local offices on animals that have been recommended by the Vendor.
7. Prescribe medication.
8. Provide multiple low-cost rabies vaccination clinics on a walk-in basis for the public as mandated by California Health & Safety Code.
9. Perform euthanasia services whenever deemed necessary by the attending veterinarian as requested by the owner of a pet and in cases where a stray animal is brought to the Animal Shelter by the public or by a City employee and the animal is irremediably suffering from illness or injury.
10. Be available, upon mutual agreement with the City, for after-hours consultation regarding medical treatment for emergencies.
11. Review potential rabies cases as necessary to mitigate any disease transmission.
12. Conduct daily rounds of isolated biting animals placed under quarantine. Recommend release of isolated biting animals under quarantine on the sixth (6th) day only upon the certification there are no clinical signs or symptoms of any disease observed during the first five (5) days of isolation.

C. Surgical Sterilizations:

1. Vendor shall perform spay and neuter surgeries on all qualified dogs and cats adopted or transferred from the Moreno Valley Animal Shelter and feral cats that are determined to be healthy and normal that are deemed candidates for the City's Trap-Neuter-Release (TNR) program. The number of allocated surgical spaces each week shall be determined by mutual agreement with the City. Puppies shall be at least 12 weeks of age and weigh 3 pounds or more and kittens shall be at least 2 months of age and weigh 2 pounds or more.
2. Vendor may also perform spay and neuter surgeries on dogs and cats brought into the Clinic by residents.

3. Dogs and cats adopted or transferred from the Moreno Valley Animal Shelter and feral cats that are deemed as candidates for the City's Trap-Neuter-Release (TNR) Program shall have surgical priority over dogs and cats brought in by the public and shall be completed as scheduled.
4. Vendor shall perform pre-surgical physical examinations on all surgical candidates to determine if an animal is medically qualified for surgical treatment.
5. Vendor shall perform other ancillary medical procedures associated with surgical sterilizations, according to the following provisions:
 - a) Vendor shall conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVBMPA).
 - b) Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization. Vendor shall immediately notify the Animal Services Division Manager or available supervisor if determination is made.
 - c) Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
 - d) Animals of advanced age may require pre-surgical, geriatric blood screening.
 - e) If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.
6. Vendor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, provided such complications are discovered while the animal is under the Vendor's care and control.
7. Vendor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Vendor. The Vendor will stabilize the animal in the event he or she needs to be transported to another provider, which will be at no additional cost to the City or the pet owner if the emergency is determined to be caused by the sterilization surgery.
8. Charges for medical emergency treatment for animals in the care and control of the Vendor, but not caused because of the sterilization by the Vendor, either by the Vendor or at referred veterinary hospitals that are pre-approved by the City, may be charged to the pet owner provided the pet owner has approved the treatment in advance via telephone notification.

9. All adopted animals shall be released on the day of the surgery to their owners with the release processed by Vendor and/or City staff, depending upon the disposition of the animal. Animals that are pre-adopted and TNR candidates shall be released to the City at such time as they are medically safe to do so.
10. All animals shall be released to pet owners or adopters with post-operative instructions, including emergency telephone numbers. Should complications occur, the Vendor shall retain responsibility and care for the animal until the complication has a favorable prognosis.
11. A California-licensed veterinary technician, or equivalent, shall remain on duty following any surgical procedure performed by the Vendor until each animal's recovery status meets the conditions set forth by the California Veterinary Medicine Practice Act.
12. Any owned animals that are left unclaimed by the animal's owner(s) at the end of the business day of the surgery shall be kept by the Vendor while reasonable efforts are made by the Vendor to contact the animal's owner. Vendor shall follow the procedures contained in California Civil Code Section 1834.5, and any other applicable law, for any animal that is deemed abandoned.

D. Other Services and Procedures:

1. Vendor shall microchip all dogs and cats adopted from the Animal Shelter and sterilized by the Vendor.
2. Vendor shall conduct, on an annual basis, five (5) "actual cost" canine rabies vaccination clinics. The "actual cost" canine rabies vaccination clinics shall be held on a Saturday, at the Moreno Valley Animal Clinic. The "actual cost" canine rabies vaccination fee is \$10.00 per dog, consistent with state guidelines.
3. Vendor may offer to the public additional professional services, provided that written approval is received from the pet owner and the procedure is performed in conjunction with the surgical sterilization of dogs, cats and other companion animals adopted from the Animal Shelter. Pricing of the additional professional services shall be at the Vendor's discretion. Any changes in Vendor's prices shall be announced to the public and to City staff no less than fourteen (14) calendar days before they become effective. The City encourages pricing that maximizes the public's ability to obtain needed medical services for their pets.
4. Vendor shall be available for courtroom testimony regarding cruelty cases as necessary; time for courtroom testimony shall be compensated by the City not to exceed \$1,000 per day, per Vendor's veterinarian, based on a full day court appearance requirement. Court appearance requirements for less than a full day shall be compensated at \$125 per hour. Compensation amount for expert witness testimony paid directly to

Vendor's veterinarian(s) by the District Attorney's Office will be deducted by City's compensation amount to be paid.

5. Vendor shall train and annually certify the Animal Control Officers and Animal Care Technicians in field and shelter euthanasia, as necessary, pursuant to State law.
6. Vendor shall train and annually certify Animal Control Officers and Animal Care Technicians in accordance with California Business and Professions Code Section 4827.
7. Vendor shall meet with the City's Animal Services Division Manager as needed, to discuss the services provided, resolve any concerns or issues, and initiate corrective action needed. Other meetings may be called by the City or Vendor, at a time that is mutually convenient and agreeable, to discuss any urgent matters.

E. Customer Service Standards and Workplace Image:

1. Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how City employees are expected to implement the customer service philosophy of the City. Vendor's staff shall also follow these guidelines:
 - a) Employees shall keep themselves informed in order to perform their job effectively.
 - b) Employees shall be concerned about the welfare of others in provision of all services.
 - c) Employees shall be considerate, tolerant, patient and fair with others.
 - d) Employees shall be cheerful and as positive as possible
 - e) Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.
2. Vendor's employees are expected to present a professional workplace image that is consistent with the requirements of all City employees. In general, Vendor's employees shall wear appropriate dress consistent with the industry standards for a veterinary practice. In addition, Vendor's employees shall refrain from political, controversial and/or inappropriate statements worn on their appropriate dress and work uniforms. Management will meet and confer with Vendor to determine if the workplace image is contrary to City's expectations and work together to immediately to resolve such issues.

End of Scope of Services

EXHIBIT B

CITY RESPONSIBILITIES

- A. City shall provide Vendor with approximately 1,700 square feet of facility space consisting of customer receiving and waiting area, front office, two examination rooms, two secured and one open equipment and storage areas, surgical rooms, dedicated x-ray room, pre and post-surgical area, cat and dog wards, and veterinarian's office.
- B. City shall provide electricity, water, heating and air conditioning, and maintain the delivery systems thereof.
- C. City shall be responsible for facility maintenance of the Vet Clinic, with the exception of maintenance of any Vendor-owned equipment and janitorial service.
- D. City shall provide reasonable and necessary support to Vendors' Technical Support Providers to ensure proper setup of Vendor's data network, if one is used.
- E. City shall provide Vendor with microchips to be implanted for pets adopted from the City's Animal Shelter.
- F. City staff will work cooperatively with Vendor and their assigned staff to provide a positive work environment while providing the best possible care for the community's animals.

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation total fee for this contract is \$1,500,000 for the five-year term.
2. Annual Rate Adjustment – Annual Rate Adjustment – Approved rates may be reviewed annually and may be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U)- Pet Services Including Veterinary. To request a rate review, Vendor shall submit adjustment request to the City by March 1 of each calendar year including transparent documentation of cost increases to justify any proposed adjustments. The adjustments shall reflect the change in the CPI-U index within the Riverside-San Bernardino-Ontario, CA Metropolitan Area published in February for the January-to-January period just passed.
3. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
4. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the Community Development Department, Animal Services Division at ashleighr@moval.org and dianed@moval.org or calls directed to (951) 413-3790.
5. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
6. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number

- b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
7. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
8. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
9. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
10. Vendor Compensation and Rate Adjustment. Vendor's compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Vendor makes its performance contingent upon a rate increase, the Vendor commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.