



690 Humane Way San Jacinto, CA 92582  
(951) 654-8002 (951) 654-2830 fax  
www.ramonahumanesociety.org

## SHELTERING SERVICES AGREEMENT

This Sheltering Services Agreement (“Agreement”) is made and effective as of the \_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Beaumont, a California general law city (“BEAUMONT”), and Ramona Humane Society, a California non-profit corporation (“CONTRACTOR”). BEAUMONT and CONTRACTOR are at times hereinafter collectively referred to as “Parties” or individually as a “Party”.

### RECITALS

**WHEREAS**, CONTRACTOR is organized for the purpose, among others, of preventing cruelty to animals and assuring that impounded animals are detained and/or euthanized in a humane manner; and

**WHEREAS**, BEAUMONT is responsible under California Food and Agriculture Code sections 30501, 331105 and 31106 for providing animal control services which include, but are not limited to, providing humane sheltering, impounding stray animals and disposing of unwanted and dead animals and/or livestock; and

**WHEREAS**, BEAUMONT desires to retain the services of CONTRACTOR to provide, on an independent contractor's basis, Services as set forth in the SCOPE OF WORK & FEES, attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to BEAUMONT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such Services.

### AGREEMENT

**NOW, THEREFORE**, the consideration hereinafter set forth and subject to and upon the terms, covenants and conditions of this Agreement, the Parties agree as follows.

#### **1. DESCRIPTION OF SERVICES.**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein by this reference.

1.2 RABIES VACCINE CLINICS. CONTRACTOR shall hold (2) at cost rabies vaccine clinics annually at the CONTRACTOR’s clinic located in San Jacinto for Beaumont residents. At the

clinic, Beaumont residents will also be able to purchase a City of Beaumont pet license and microchips.

**2. PERIOD OF PERFORMANCE.**

This Agreement shall be effective on November 1, 2021 (“Effective Date”) through November 1, 2024. The Agreement may be terminated as specified in section 11, TERMINATION.

**3. COMPENSATION.**

In consideration of services provided by CONTRACTOR pursuant to Exhibit “A,” SCOPE OF WORK & FEES, CONTRACTOR shall be entitled to receive payment as specified in Exhibit “A.” Reimbursement expenses are included within the maximum amount of the Agreement.

**4. HOLD HARMLESS/INDEMNIFICATION.**

4.1 CONTRACTOR shall defend, indemnify and hold harmless BEAUMONT, its elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnities”) from any liability whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, agents or representatives arising out of or in any way relating to or connected with this Agreement, including but not limited to property damage, bodily injury, or death or any other element of damage of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, agents or representatives from this Agreement. CONTRACTOR shall defend Indemnities, at its sole expense, all costs and fees including, but not limited to, attorney’s fees, costs, expenses, cost of investigation, defense and settlements or awards, in any claim or action based upon such alleged acts or omissions.

With respect to any other action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole expense, have the right to counsel of its own choice, with Indemnities’ reasonable approval, which approval shall not unreasonably be withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of BEAUMONT; provided, however, that any adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR’s duty to indemnify Indemnities, as set forth herein.

4.2 CONTRACTOR’s obligations hereunder shall be satisfied when CONTRACTOR has provided to BEAUMONT the appropriate form of dismissal or satisfaction of judgment relieving BEAUMONT from any liability for the action or claim involved.

4.3 Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not party to this Agreement, or affect the legal liability of either Party to this Agreement by imposing any standard of care different from the standard of care applicable to either Party under California law respecting the regulation and enforcement of laws regarding animals.

4.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR’s obligations to indemnify and hold harmless the Indemnities herein from third Party claims.

4.5 In the event there is a conflict between this clause and California Civil Code section 2782, this clause shall be interpreted to comply with Civil Code section 2782. Such interpretation shall not relieve CONTRACTOR from Indemnities to the fullest extent allowed by law.

**5. 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 Agreement 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 plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which inures to or accrues to an employee of the other Party. The only performance and rights due the other Party are those specifically stated in this Agreement.

**6. LIABILITY INSURANCE.**

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold BEAUMONT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

6.1 Workers' Compensation.

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by laws of the State of California. The policy shall include Employers' Liability (Coverage B), including Occupational Disease with limits no less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of BEAUMONT, and, if applicable, to provide a Borrowed Servant/Alternative Employer Endorsement.

6.2 Commercial General Liability.

Commercial General Liability insurance coverage, including, but not limited to, premises liability, products and completed operations liability, personal and advertising injury, professional liability and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name BEAUMONT, its elected and appointed officials, employees, agents and representatives as Additional Insureds. Policy limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so uses, in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. The policy shall name BEAUMONT, its elected officials, employees, agents and representatives as Additional Insureds.

6.4 Accident Basis.

All insurance policies shall cover an occurrence on an accident basis, and not on a claims-made basis.

6.5 Insurers' Rating.

All insurance required by this section is to be placed with insurers with an A.M. Best rating of no less than A:VII.

6.6 Verification of Coverage.

Prior to beginning any work under this Agreement, CONTRACTOR shall furnish BEAUMONT with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.7 Notice of Reduction in or Cancellation of Coverage.

A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled by either Party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to BEAUMONT. In the event that any coverage required by this section is reduced, limited, canceled, or materially affected in any other manner, CONTRACTOR shall provide written notice to BEAUMONT at CONTRACTOR's earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.

6.8 Subcontractors.

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

6.9 Variation.

BEAUMONT may approve in writing a variation in the foregoing insurance requirements upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that BEAUMONT's interests are otherwise fully protected.

6.10 Remedies.

In addition to any other remedies BEAUMONT may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, BEAUMONT may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies BEAUMONT may have and are not the exclusive remedy for CONTRACTOR's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

b. Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

**7. LICENSE.**

CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies. CONTRACTOR shall notify BEAUMONT immediately, in writing, of inability to maintain such license. Said inability shall be cause for termination of this Agreement.

CONTRACTOR shall ensure that CONTRACTOR's employees, agents and subcontractors performing services under the terms of this Agreement are in compliance with all required licensing requirements.

CONTRACTOR hereby agrees to notify BEAUMONT immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR's employees, agents and or subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

**8. OSHA REGULATIONS.**

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, verifies that all performance under this Agreement shall be in compliance therewith.

**9. CONFLICT OF INTEREST.**

9.1 CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under the Agreement.

9.2 CONTRACTOR agrees to inform BEAUMONT of all CONTRACTOR's interests, if any, which are or which CONTRACTOR believes to be incompatible with any interests of BEAUMONT.

9.3 CONTRACTOR shall not, under any circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favor from individuals or organizations with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the Agreement.

9.4 CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. The term of "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personal, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

9.5 CONTRACTOR or employees thereof shall not offer gifts, gratuities, favors, or entertainment directly or indirectly to BEAUMONT officers, employees or agents.

**10. MONITORING.**

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of BEAUMONT, State or Federal government to monitor, assess or evaluate CONTRACTOR's performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

**11. TERMINATION.**

11.1 BEAUMONT or CONTRACTOR may terminate this Agreement without cause upon ten (10) days written notice served upon the other Party stating the effective date of termination.

11.2 BEAUMONT may terminate this Agreement with five (5) days written notice for CONTRACTOR's default or if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress to engender performance and does not cure such failure within a reasonable period, not to exceed thirty (30) days. In the event of such termination, BEAUMONT may proceed with the work in any manner deemed proper by BEAUMONT.

11.3 After receipt of the Notice of Termination, pursuant to subsections 11.1 or 11.2 above, CONTRACTOR shall stop all work under this Agreement on the date specified in the Notice of Termination and transfer to BEAUMONT and deliver in the manner, and to the extent, if any, as directed by BEAUMONT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to BEAUMONT.

11.4 After termination pursuant to subsections 11.1 or 11.2 above, BEAUMONT shall make payment for all services performed in accordance with this Agreement to the date of termination.

11.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material data breach of this Agreement, or CONTRACTOR's unwillingness or inability for any reason(s) whatsoever to perform the duties hereunder, or if the Agreement results in termination. CONTRACTOR shall not be entitled to any further compensation under this Agreement.

11.6 In no event shall CONTRACTOR submit an invoice for an amount in excess of the maximum amount of compensation provided in the Agreement, including Exhibit "A," either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

## **12. OPTIONS UPON BREACH BY CONTRACTOR.**

If CONTRACTOR materially breaches any of the terms of this Agreement, BEAUMONT's remedies shall include, but not limited to, any or all of the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, documents, and any other work product prepared by CONTRACTOR pursuant to this Agreement;
- Retain a different CONTRACTOR to complete the work described in Exhibit A not performed or completed by CONTRACTOR; or
- Charge CONTRACTOR the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that BEAUMONT would have paid CONTRACTOR pursuant to Section 3 if CONTRACTOR had completed the work.

## **13. KEEPING AND STATUS OF RECORDS.**

### **13.1 Records Created as Part of CONTRACTOR's Performance.**

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that CONTRACTOR prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of BEAUMONT.

CONTRACTOR hereby agrees to deliver those documents to BEAUMONT upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for BEAUMONT and are not necessarily suitable for any future use. BEAUMONT and CONTRACTOR agree that, until final approval by BEAUMONT, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

### **13.2 CONTRACTOR's Books and Records.**

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to BEAUMONT under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the day of the final payment to CONTRACTOR to this Agreement.

### **13.3 Inspection and Audit of Records.**

Any records or documents that subsection 13.2 of this Agreement requires CONTRACTOR to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, BEAUMONT. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of

the State Auditor, at the request of BEAUMONT or as part of any audit of BEAUMONT, for a period of three (3) years after final payment under the Agreement.

**14. NOTICES.**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid.

**BEAUMONT:**

City of Beaumont  
Attn: Chief of Police  
550 East Sixth Street  
Beaumont, CA 92223

**CONTRACTOR:**

Ramona Humane Society  
Attn: President/CEO  
690 Humane Way  
San Jacinto, CA 92582

**15. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of BEAUMONT. BEAUMONT shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement and assignment of personnel pursuant to this Agreement, otherwise BEAUMONT shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify or become entitled to any compensation, benefit, or any incident of employment by BEAUMONT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of BEAUMONT and entitlement to any contribution to be paid by BEAUMONT for employers contributions and/or employee contributions for PERS benefits.

**16. SEVERABILITY.**

If any provision in this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**17. CAPTIONS AND SECTION HEADINGS.**

Caption and section headings used in this Agreement are for convenience only and are not part of this Agreement and shall not be used in construing this Agreement.

**18. GOVERNING LAW.**

This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws



of the State of California.

**19. RECITALS.**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

**20. ENTIRE AGREEMENT.**

This Agreement 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.

**21. LITIGATION EXPENSES AND ATTORNEY'S FEES.**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**22. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

**23. AUTHORIZATION.**

Each of the Parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

**24. AMENDMENTS TO THIS AGREEMENT.**

From time-to-time, the Parties may determine that the provision of services hereunder could be improved, made more efficient or expanded. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto mutually agree as provided in this Agreement and Exhibit "A" attached hereto and incorporated herein. The Parties have executed this Agreement as of the Effective Date.

CITY OF BEAUMONT

RAMONA HUMANE SOCIETY

By: \_\_\_\_\_  
Mike Lara  
Mayor

By: \_\_\_\_\_  
JEFF SHEPPARD  
President/Chief Executive Officer

ATTEST:

By: \_\_\_\_\_  
STEVEN MEHLMAN, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John O. Pinkney, City Attorney

SHELTERING SERVICES AGREEMENT  
(City of Beaumont)

EXHIBIT "A"

SCOPE OF WORK & FEES