

10) **Agreement With American Lady Vet Services for Annual Lake Maintenance and Liquid Algaecide Treatment**

Approve and authorize the City Manager to execute the Contractor Services Agreement with American Lady Vet Services, Inc., in an amount not to exceed \$443,125 in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$44,313 for uncertainties and adjustments.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Adam Gufarotti, Community Support Manager

Date: July 23, 2024

Subject: Agreement With American Lady Vet Services for Annual Lake Maintenance and Liquid Algaecide Treatment

Recommendation

Approve and authorize the City Manager to execute the Contractor Services Agreement with American Lady Vet Services, Inc., in an amount not to exceed \$443,125 in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$44,313 for uncertainties and adjustments.

Background

Lake Elsinore, the second-largest freshwater lake in Southern California, has faced ongoing water quality challenges. Located within the 780-square-mile San Jacinto watershed, the lake receives nutrient-rich sediment annually, which increases nitrogen and phosphorus levels, threatening the aquatic ecosystem.

Over the past two decades, the City and its partners have launched various initiatives to improve water quality. In 2008, the Lake Elsinore & San Jacinto Watershed Authority (LESJWA) implemented the Lake Elsinore Aeration and Mixing System (LEAMS) to enhance oxygen levels by aerating and mixing the water. Efforts have also focused on studying the fish population and managing harmful species like carp. In fall 2022, the City began a pilot study to explore sustainable long-term water quality improvement strategies.

On August 22, 2024, the City Council implemented the Lake Management Plan, which outlines specific short-term and long-term projects to enhance the water quality of Lake Elsinore.

Discussion

An annual maintenance program has been developed as part of the City's Lake Management plan. This includes applying a peroxide-based algaecide and maintenance of the shoreline.

On June 25, 2024, the City Council approved an agreement with American Lady Vet Services, Inc. to test a new liquid algaecide, replacing the previous pellet formulation. The liquid algaecide, applied on July 1, 2024, showed immediate and lasting results, proving more effective for shoreline application.

City staff issued a Request for Proposals (RFP) on June 11, 2024, for the lake's annual maintenance. The RFP closed on July 1, 2024, with American Lady Vet Services as the sole bidder. Their responsiveness and test application work have been positively received by City staff.

Staff is recommending the approval of an annual lake maintenance agreement with American Lady Vet Services. This agreement will encompass the use of liquid algaecide, which has demonstrated superior effectiveness in controlling algae along the shoreline and comprehensive shoreline maintenance. The recommendation is based on the successful test application of the liquid algaecide, which showed immediate and lasting results, and the proven reliability and responsiveness of American Lady Vet Services. This agreement aims to ensure the continued health and quality of Lake Elsinore's waters and shoreline.

Fiscal Impact

Funding costs are included in the Fiscal Year 2024/2025 Measure Z Budget.

Attachments

Attachment 1 - Agreement
Exhibit A - Proposal

City Manager's Office

AGREEMENT FOR CONTRACTOR SERVICES

American Lady Vets Services, Inc.

Lake Elsinore - Annual Lake Maintenance

This Agreement for Contractor Services (the "Agreement") is made and entered into as of July 23, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and American Lady Vets Services, Inc., a Corporation ("Contractor").

RECITALS

A. The City has determined that it requires the following Contractor services:

Lake Elsinore- Annual Lake Maintenance and Liquid Alagicide Treatment

B. Contractor has submitted to City a proposal, dated July 1, 2024, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide contractor services to City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services as provided herein and Contractor desires to provide such contractor services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services described in Contractor's Proposal (Exhibit A). Contractor shall provide such services at the time, place, and in the manner specified in Contractor's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the contractor services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the contractor services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Contractor's Proposal (Exhibit A).

b. Performance Schedule. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force

and effect for a period commencing on July 29, 2024 and ending June 30, 2027. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Four Hundred and Forty Three Thousand and One Hundred and Twenty Five (\$443,125) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. 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 City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Contractor as provided in the Agreement, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Contractor. Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

13. Compliance with Laws.

a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.

b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404

covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub Contractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: American Lady Vets Services, Inc.
Attn: Teresa San Paolo
23846 Sunnymead Blvd. Suite 1
Moreno Valley, CA 92553

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

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

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

American Lady Vets Services, Inc., a Corporation

City Manager

By: Teresa San Paolo
Its: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Contractor’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



American Lady Vet Services, Inc

Lake Maintenance Proposal

In Sync with You and Nature

**23486 Sunnymead Blvd, Suite 1
Moreno Valley, CA 92553
(951)208-4484**

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

Dear City of Lake Elsinore,

I am writing to express our enthusiasm for the opportunity to collaborate with The City of Lake Elsinore and to submit our proposal for your consideration.

Founded in 2008 by Teresa San Paolo and Ruth Lainez Blanco, American Lady Vets Services, Inc. (ALVS) has established itself as a leader in aquatics, landscape, and facilities management. As a women's, disabled, and veteran-owned micro business, we take pride in delivering exceptional service and innovative solutions in construction management, lake/pond management, and project management.

Our team of degreed biologists, business administrators, and environmental associates shares a passion for natural resource management. We are equipped to handle projects of any scale, from small backyard ponds to extensive water bodies, ensuring compliance with all relevant laws and regulations governing aquatics chemical application.

ALVS is licensed by the State of California and the Department of Pesticide Regulation, holding certifications including Pest Control Business, Qualified Applicator License, and Contractor's License 980019. This ensures that our operations are conducted responsibly and with a deep understanding of ecosystem dynamics.

Headquartered in American Canyon, California, with operational offices in Moreno Valley, we employ over 25 dedicated professionals across Southern California, supplemented by remote workers in various counties to better serve our clients. Our Moreno Valley branch houses our aquatics division, led by our staff biologist, and is committed to delivering meticulous attention to detail and outstanding customer service.

We are confident that ALVS's expertise, dedication, and commitment to excellence make us an ideal partner for The City of Lake Elsinore. We look forward to discussing how our services can support and enhance your community's needs.

Thank you for considering American Lady Vets Services, Inc. for this exciting opportunity. Please feel free to contact us with any questions or to request additional information.

Sincerely,



Teresa San Paolo (Jul 1, 2024 13:25 PDT)

Teresa San Paolo
President
American Lady Vets Services, Inc.
P: 951-230-3522
E: teresa@alvservicesinc.com

Project Team Qualifications

The Project team comprises individuals with diverse backgrounds and extensive experience relevant to the project's scope and objectives. Below is a brief overview of their education and professional experience.

1. Teresa San Paolo - President

Teresa is a dedicated professional with a strong foundation in Human Services and recent academic achievements in Business Administration. Her career is characterized by leadership roles, including her tenure in the United States Marine Corps and her current position as President/CEO of American Lady Vets Services Inc. Her passion for service and leadership skills are evident in her contributions to both military service and civilian organizations.

Education

- **Bachelor of Science in Human Services**, University of Phoenix, 2008
- **Master of Science in Business Administration**, University of Phoenix, 2024

Professional Experience

United States Marine Corps:

- Served in the United States Marine Corps, acquiring invaluable leadership skills and extensive training in military operations.
- Demonstrated commitment to duty, discipline, and teamwork in challenging and dynamic environments.

President/CEO - American Lady Vets Services Inc.:

- Founded and has led American Lady Vets Services Inc. since its inception in 2008.
- Directs all aspects of the organization, emphasizing excellence in service delivery and support for clients and staff.
- Implements strategic initiatives to enhance organizational growth, community outreach, and advocacy efforts.

Key Skills and Attributes

- **Leadership and Management:** Proven leadership capabilities honed in the military and as CEO, guiding teams toward achieving organizational goals.
- **Service Orientation:** Passionate about serving others, particularly veterans, and dedicated to improving their well-being and opportunities.
- **Strategic Planning:** Skilled in developing and executing strategic plans to drive organizational success and foster community engagement.
- **Advocacy and Outreach:** Effective communicator and advocate for the needs and rights of veterans, fostering partnerships and alliances to advance shared objectives.

- **Adaptability:** Able to thrive in dynamic and demanding environments, leveraging diverse skills from military service to business leadership.

Career Achievements

- Successfully established and expanded American Lady Vets Services Inc., becoming a recognized advocate for veterans' issues.
- Led initiatives that improved service delivery and expanded outreach programs, positively impacting the lives of numerous veterans.
- Recognized for leadership excellence and dedication to community service, receiving accolades and awards for contributions to veterans' welfare.

Teresa exemplifies a committed leader with a strong foundation in Human Services and a growing expertise in Business Administration. Her military background has equipped her with invaluable leadership skills, which she applies effectively in her role as CEO of American Lady Vets Services Inc. Her passion for service and advocacy drives her to make meaningful contributions to the organization and the community at large.

2. Ruth Blanco - Vice President

Ruth is a dedicated healthcare professional with a Master of Science in Nursing from Azusa Pacific University. Her career spans roles in military healthcare and leadership in American Lady Vets Services Inc. In focused on supporting veterans. She excels in operational oversight, safety management, and ensuring high standards of care.

Education

- **Master of Science in Nursing**, Azusa Pacific University, 2014

Professional Experience

United States Air Force - Hospital Orderly

- Provided essential support within military hospital settings, ensuring patient comfort and assisting medical staff as an orderly.
- Contributed to the efficient operation of healthcare services for military personnel, gaining valuable experience in healthcare logistics and patient care.

Vice President, American Lady Vets Services Inc

- Instrumental in the establishment and growth of an organization dedicated to supporting veterans.
- Oversees all operational activities, ensuring smooth execution of programs and services.
- Serves as the company's Safety Officer, implementing protocols to enhance workplace safety and compliance with regulations.

- Advocates for the well-being of employees and stakeholders, promoting a culture of safety and professionalism.

Skills and Expertise:

- **Healthcare Management:** Extensive background in military healthcare operations, patient care, and hospital administration.
- **Company Leadership:** Strategic planning, operational management, and advocacy within the government sector.
- **Safety and Compliance:** Expertise in developing and enforcing safety protocols to mitigate risks and ensure regulatory compliance.
- **Team Leadership:** Proven ability to lead and motivate teams, fostering a collaborative environment focused on achieving organizational goals.
- **Advocacy and Community Engagement:** Passionate about supporting veterans and ensuring their needs are met through targeted programs and services.

Ruth brings a wealth of experience in operations management and safety compliance, combined with a deep commitment to client relations and advocacy for veterans. Her strategic approach to organizational management and dedication to improving operational services make her a valuable asset to American Lady Vets Services, Inc.

3. Rene Sandoval - Director of Aquatics

A seasoned professional with a robust background in biological sciences, leveraging over 20 years of diverse industry experience. Equipped with a solid academic foundation and hands-on expertise across various sectors, demonstrating adaptability and leadership in challenging environments. Adept at proactive problem-solving, strategic planning, and cross-functional collaboration to achieve organizational goals.

Education:

- Bachelor of Science in Biological Sciences, UC Santa Barbara, 2011

Professional Experience

Biological Sciences Foundation:

- Graduated with a degree in Biological Sciences, specializing in Ecology, Evolution, and Marine Biology.

Department of Agriculture - Disease Outbreak First Responder:

- Played a critical role as a first responder during disease outbreaks, applying biological knowledge to swiftly assess and mitigate agricultural threats.

- Developed and implemented protocols for disease containment and biosecurity measures, collaborating closely with government agencies and stakeholders.

Auto Industry - Operations Manager:

- Managed operations within the automotive sector, overseeing production, logistics, and quality control processes.
- Implemented efficiency improvements resulting in streamlined operations and cost savings, ensuring adherence to industry standards and regulations.

Pest Control Company - Licensed Inspector:

- Applied biological sciences expertise in pest identification and control strategies as a licensed inspector.
- Conducted thorough inspections, provided expert recommendations, and ensured compliance with environmental regulations and safety protocols.

Lake Management Company - District Manager/Staff Biologist:

- Led district operations for a lake management company, specializing in ecological preservation and water quality management.
- Directed teams in lake monitoring, invasive species control, and habitat restoration initiatives, promoting environmental sustainability.

Key Skills and Attributes:

- **Biological Expertise:** Deep understanding of biological sciences applied across various domains, from agriculture to environmental management.
- **Leadership and Management:** Proven track record in leadership roles, driving teams toward operational excellence and strategic goals.
- **Problem-Solving:** Strong analytical skills, adept at identifying issues and implementing effective solutions.
- **Regulatory Compliance:** Comprehensive knowledge of regulatory frameworks, ensuring adherence and guiding compliance efforts.
- **Interdisciplinary Collaboration:** Skilled in fostering productive relationships across disciplines and sectors to achieve shared objectives.

Career Achievements:

- Successfully managed multiple high-stakes disease outbreaks, minimizing economic and environmental impacts.
- Implemented operational strategies that improved efficiency and reduced costs in the automotive, pest control, and lake management industries.
- Recognized for leadership in environmental conservation efforts, contributing to sustainable lake ecosystems.

A dynamic professional with a rich background in biological sciences and extensive industry experience spanning disease response, automotive operations, pest management, and environmental stewardship. Known for leadership, innovation, and a commitment to applying biological knowledge for practical solutions in diverse contexts.

Organizational Structure

1. President/CEO

- **Teresa San Paolo**
 - **Responsibilities:**
 - Overall leadership and strategic direction of the organization.
 - Establishing goals, policies, and initiatives in line with the mission of providing a multitude of services that exceed all customer expectations while providing cost effectiveness.
 - Oversight of all departments and ensuring organizational effectiveness.
 - Public relations and advocacy for veterans' issues.

2. Vice President

- **Ruth Blanco**
 - **Responsibilities:**
 - Operational oversight and management of daily activities.
 - Serving as Safety Officer to enforce workplace safety protocols.
 - Leading advocacy efforts and community engagement initiatives.
 - Ensuring compliance with regulations and maintaining high standards of service delivery.

3. Director of Aquatics

- **Rene Sandoval**
 - **Responsibilities:**
 - Managing ecological and water quality initiatives.
 - Directing lake management operations and staff.
 - Implementing environmental preservation and restoration projects.
 - Monitoring invasive species and habitat restoration efforts.

Organizational Workflow

1. Strategic Planning and Leadership

- **President/CEO (Teresa San Paolo):**
 - Sets strategic goals and objectives for the organization.
 - Provides leadership and direction to the Vice President and Director of Aquatics.
 - Oversees organizational performance and ensures alignment with mission and vision.

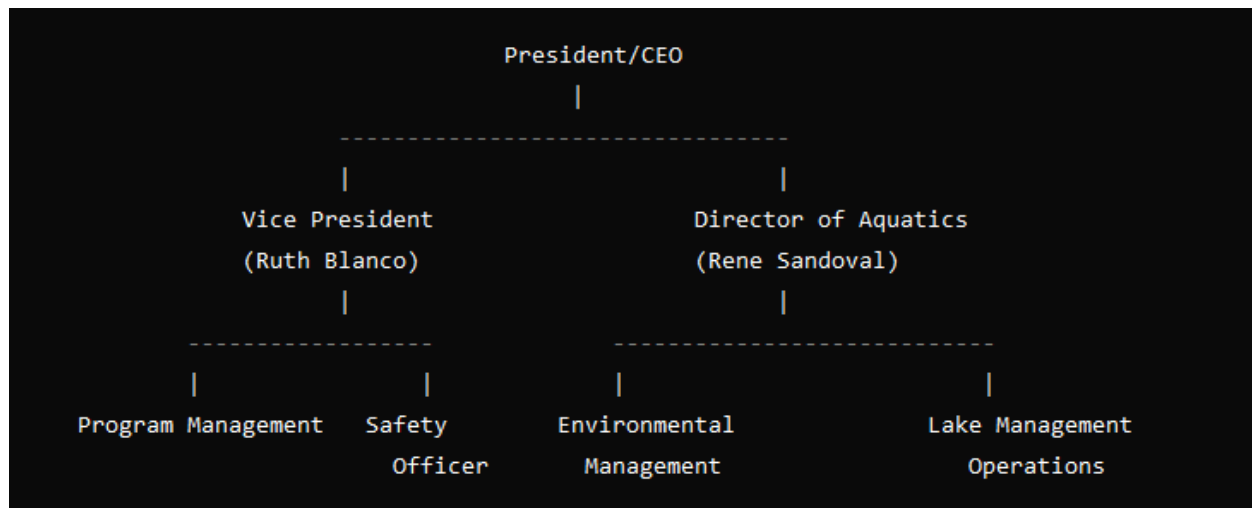
2. Operations and Program Management

- **Vice President (Ruth Blanco):**
 - Manages day-to-day operations and program execution.
 - Implements safety protocols and ensures regulatory compliance.
 - Coordinates with staff to deliver programs and services effectively.

3. Environmental Management and Conservation

- **Director of Aquatics (Rene Sandoval):**
 - Leads ecological initiatives and lake management projects.
 - Supervises staff involved in habitat restoration and invasive species control.
 - Collaborates with external stakeholders for environmental sustainability efforts.

Organizational Workflow Chart



Description of Duties

- **President/CEO (Teresa San Paolo):**
 - Provides overall leadership and strategic direction.
 - Establishes organizational goals and policies.
 - Represents the organization in public and advocacy forums.
- **Vice President (Ruth Blanco):**
 - Manages daily operations and program implementation.
 - Acts as the organization's Safety Officer, ensuring workplace safety.
 - Leads advocacy efforts and community engagement activities.
- **Director of Aquatics (Rene Sandoval):**
 - Directs environmental management initiatives and conservation projects.
 - Supervises lake management operations and staff.
 - Collaborates with stakeholders for ecological sustainability.

Written Description of Services to be Provided

Chemical Applications:

American Lady Vets Services, Inc. (ALVS) is committed to providing comprehensive chemical application services to enhance water quality and ecosystem balance in accordance with the City's requirements. Our proposed services include:

- April through September:
 - Twice a month treatment using Greenclean Pro, totaling 16,000 pounds monthly.
 - Twice a month treatment using 120 (55 pound) bags of Phoslock.
- October through March:
 - Once a month treatment using Greenclean Pro, totaling 8,000 pounds monthly.
 - Once a month treatment using 80 (55 pound) bags of Phoslock.
- Total Contract Volumes:
 - ALVS will adhere to the specified monthly volumes as outlined by the City, with flexibility for adjustments as deemed necessary by the City throughout the contract period.

Shoreline Maintenance:

ALVS is equipped to manage shoreline maintenance with a focus on environmental stewardship and meticulous attention to detail. Our proposed shoreline maintenance services include:

- Manual Removal of Debris:
 - Physically removing visible algae, dead fish, and debris within a 10-foot radius from the waterline and adjacent beach areas using hand tools to minimize sediment disturbance.
- Debris Disposal:
 - Ensuring proper disposal of collected debris into onsite dumpsters provided by the City. Transportation of debris to dumpsters will be conducted using land-based equipment only, in compliance with environmental regulations.
- Designated Sections for Maintenance:
 - Focusing on three distinct sections along the shoreline: South Cove, Elm Grove Beach, and Fishing Beaches & Launch Pointe, as specified by the City.
- Frequency and Liquid Algaecide Application:
 - Conducting 20 shoreline cleanings per year, with each visit focusing on one designated area.
 - Applying liquid algaecide to five specific areas as indicated in Figure 5 of the City's plan, utilizing a total of 5,500 gallons of liquid peroxide-based algaecide annually.
- Coordination and Planning:
 - Utilizing a monthly schedule provided by the City to ensure efficient planning and execution of maintenance tasks, in alignment with contractual obligations.

Additional Services Recommended by ALVS:

In addition to the specified services, ALVS recommends exploring opportunities for proactive ecosystem monitoring and consultation to further enhance long-term sustainability and water quality management. One

such recommendation is to reduce the influx of nutrients added daily via reclaimed water by treating the water with phosphorus binding products prior to making contact with the lake. We are prepared to discuss these recommendations in detail to support the goals and objectives of The City of Lake Elsinore.

Availability to Start the Project:

ALVS is prepared to initiate services promptly upon contract approval and signing. Our team is flexible and supported by our vendors at the highest level of operations. This allows us to readily align with the City's preferred timeline to ensure seamless project commencement and adherence to project milestones.

We look forward to the opportunity to contribute our expertise and commitment to excellence to The City of Lake Elsinore. Please feel free to contact us with any questions or to schedule further discussions.

Client References

1. **Client Name:** Jerry L. Pettis Memorial Veterans' Hospital
 - **Contact Person:** James E. Otwell
 - **Position:** Project Manager
 - **Contact Information:** Phone: (951) 258-3920, Email: james.otwell@va.gov
 - **Project:** Improved water quality in hospital ponds through a comprehensive drain and clean process, eliminating over 125 tons of sludge. Implemented ongoing weekly maintenance protocols to sustain optimal water quality and enhance aesthetic appeal from 2022 to present day.
2. **Client Name:** Riverside National Cemetery
 - **Contact Person:** Lincoln Sii
 - **Position:** Administrative Program Manager
 - **Contact Information:** Phone: (951) 653-8417 x4353, Email: lincoln.sii@va.gov
 - **Project:** Managed landscape maintenance and construction projects, specializing in ongoing weekly lake maintenance for more than a decade.
3. **Client Name:** City of Fresno PARCS
 - **Contact Person:** Mike Carbajal
 - **Position:** Operations Manager
 - **Contact Information:** Phone: (559) 621-2940, Email: davis.carbajal@fresno.gov
 - **Project:** Performed drainage and cleaning of Japanese garden ponds, safely relocating fish to temporary habitats while removing sludge to enhance water quality and aesthetic appeal, crucial for attracting both locals and tourists.
4. **Client Name:** City of Lake Elsinore
 - **Contact Person:** Adam Gufarotti
 - **Position:** Community Support Manager
 - **Contact Information:** Phone: (951) 674-3124 x314, Email: agufarotti@lake-elsinore.org
 - **Project:** Conducted targeted shoreline treatments using approved algaecides and physically removed algae mats, deceased fish, and debris as necessary to enhance water quality and mitigate harmful algae blooms.

Cost Proposal – City of Lake Elsinore Lake Maintenance

1. Itemized Schedule of Expenses:

- Chemical Applications (April-September):
 - Greenclean Pro treatments (96,000 lbs): \$171,127.20
 - Phoslock (720 bags): \$79,960.32
- Chemical Applications (October-March):
 - Greenclean Pro treatments (48,000 lbs): \$85,563.60
 - Phoslock (480 bags): \$53,306.88
- Shoreline Maintenance:
 - Manual debris removal (x20): \$40,500.00
 - Liquid algaecide application (5500 gals): \$145,934.53
- Optional Services (if applicable):
 - Addition of nutrient-binding pellet bags to reclaimed-water stream (960 bags): \$147,402.00

2. Maximum Lump Sum Budget:

Total Maximum Lump Sum Budget excluding Optional Services: **\$576,392.53**

BUSINESS LICENSE		CITY OF LAKE ELSINORE	
<small>This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.</small>		<i>Administrative Services - Licensing</i> 130 South Main Street, Lake Elsinore, CA 92530 PH (951) 674-3124	
Business Name:	AMERICAN LADY VETS SERVICES, INC.	BUSINESS LICENSE NO.	028532
Business Location:	23846 SUNNYMEAD BLVD STE 1 MORENO VALLEY, CA 92553-0535	Business Type:	LANDSCAPING CONTRACTOR
Owner Name(s):	AMERICAN LADY VETS SERVICES, INC.	Description:	LANDSCAPING & AQUATICS MAINTENANCE
AMERICAN LADY VETS SERVICES, INC. 23846 SUNNYMEAD BLVD STE 1 MORENO VALLEY, CA 92553-0535		Issue Date:	6/24/2024
		Expiration Date:	6/30/2025
<small>Starting January 1, 2021, Assembly Bill 1807 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/</small>			
TO BE POSTED IN A CONSPICUOUS PLACE		THIS IS YOUR LICENSE • NOT TRANSFERABLE	



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: April 16, 2024
EXPIRES: December 31, 2024

**Pest Control Business - Main
LICENSE**

LICENSE NO. 46659

Invalid if insurance and/or qualified persons lapse before expiration date.

Mailing Address:

AMERICAN LADY VETS SERVICES, INC.
1714 RIO GRANDE WAY
AMERICAN CANYON, CA 94503

Business Location

AMERICAN LADY VETS SERVICES, INC.
714 RIO GRANDE WAY
AMERICAN CANYON, CA 94503



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



**DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM**

QAL

QUALIFIED APPLICATOR LICENSE



LICENSE #: 162751

Categories: F

EXPIRES: 12/31/2025

Issued: 2/28/2024

RENE SANDOVAL

1005 W DUARTE RD APT 14
ARCADIA, CA 91007



**This License must be shown to any representative of the Director or
Commissioner upon request.**






Cost Proposal – “CITY OF LAKE ELSINORE LAKE MAINTENANCE

Final Audit Report

2024-07-01

Created:	2024-07-01
By:	Ruth Lainez-Blanco (ruth@alvservicesinc.com)
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"Cost Proposal – “CITY OF LAKE ELSINORE LAKE MAINTENANCE" History

-  Document created by Ruth Lainez-Blanco (ruth@alvservicesinc.com)
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