

FORM APPROVED COUNTY COUNSEL
 8/18/09
 DATE
 BY: JIMMY HARRIS

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

894



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 August 19, 2009

SUBJECT: Ratification of the Tenth Amendment to the Agreement (#DAS02K.002) with Animal Friends of the Valleys as a Sole Source Vendor.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Tenth Amendment to the Agreement with Animal Friends of the Valleys and extend the period of performance from July 1, 2008 through June 30, 2009 to July 01, 2009 to June 30, 2010;
- 2) Authorize the Chairperson to execute four (4) copies of the Amendment; and,
- 3) Direct the Clerk of the Board to retain one original copy and return three (3) original copies to the Community Health Agency, Department of Animal Services, for further processing.

BACKGROUND:

Animal Friends of the Valleys (AFV) is a non-profit animal shelter that houses stray and unwanted animals in the southwestern region of Riverside County. The animals are delivered to the facility pursuant to (Continued on Page 2)

Purchasing: *Mark Seller*
 Mark Seller, Assistant Director
 Departmental Concurrence

PMG

Robert P. Miller
 Robert Miller, Director of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$67,541	In Current Year Budget:	yes
	Current F.Y. Net County Cost:	\$67,541	Budget Adjustment:	no
	Annual Net County Cost:	\$67,541	For Fiscal Year:	09/10

SOURCE OF FUNDS: Local Revenue and General fund.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

Dept't Recomm.:
 Per Exec. Ofc.:

Consent Policy

Consent Policy

Prev. Agn. Ref.: 9/30/08, item 3.26; 05/01/07, item 3.8; 1/24/06, item 3.6; 01/31/06, item 3.4; 9/28/04, item 3.8; 11/25/03, item 3.10; 12/17/02, item 3.6; 7/31/01, item 3.11.

District: ALL

Agenda Number:

3.24

Form 11

Subject: Ratification of the Tenth Amendment to the Agreement (#DAS02K.002) with Animal Friends of the Valleys as a Sole Source Vendor.

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BACKGROUND (continued):

mandates set by the State of California and Riverside County Ordinances codified in Riverside County Code Title 6.

The initial agreement with Animal Friends of the Valleys was approved by the Board of Supervisors on July 31, 2001 (item 3.11), with amendments being approved through June 30, 2005. A Sole Source Agreement was approved by the Board of Supervisors on January 31, 2006 (item 3.4) for the performance period of July 1, 2005 through June 30, 2006 with annual extensions granted through June 30, 2009. The Department requested the extensions due to ongoing negotiations for a new Southwestern Animal Campus, which had an original completion date of 2008. The project faced some setbacks, however, but was able to break ground on January 5, 2009 and anticipates being open for business in March, 2010. Since the opening of the new shelter will provide additional services, costs and ultimately negotiating a new contract, the Department is requesting one additional extension through June 30, 2010.

FINANCIAL IMPACT:

Funding for this contract has decreased from \$92,123 in FY08/09 to \$67,541 in FY09/10 due to the incorporations of the cities of Wildomar and Menifee. Funding for the Fiscal Year 09/10 in the amount of \$67,541 has been included in the budget for FY09/10, therefore there is no budget adjustment needed.

TENTH AMENDMENT TO THE AGREEMENT**WITH****ANIMAL FRIENDS OF THE VALLEYS****(Animal Shelter Services)**

That certain Agreement between the County Of Riverside Department of Animal Services (COUNTY) and Animal Friends of the Valleys (CONTRACTOR), approved on July 31, 2001, item 3.11, was amended for the first time on December 17, 2002, item 3.6, amended for the second time on November 25, 2003, item 3.10, amended for the third time on September 28, 2004, item 3.8, amended for the fourth time on January 22, 2005, approved by the Purchasing Agent, amended for the fifth time on January 31, 2006, item 3.4, amended for the sixth time on January 24, 2006, item 3.6, amended for the seventh time on May 1, 2007, item 3.8, amended for the eighth time on August 20, 2007 by Purchasing Agent, amended for the ninth time on September 30, 2008, item 3.26, is hereby amended for the tenth time as follows, effective July 1, 2009:

- To amend all references to the period of performance from July 1, 2008 through June 30, 2009 to July 1, 2009 through June 30, 2010.
- To decrease the amount of compensation for Fiscal Year 09/10 from ninety-one thousand, three-hundred eighty-seven dollars (\$91,387) to sixty-seven thousand, five hundred and forty-one dollars (\$67,541).
- To delete Exhibit A, section I. "Impound, Care and Disposal of Dogs and Other Domestic Animals" in its entirety and replace with: "COUNTY shall be responsible for providing medical and/or veterinary services to any stray domestic animal delivered by COUNTY or the public where the animal becomes sick or injured after the time of such delivery, but during the stray animal holding period, as defined by State law, as amended. In the event that COUNTY cannot respond within sixty (60) minutes, CONTRACTOR may transport the animal to a veterinarian, with prior approval from the COUNTY. Approval may be granted by the Veterinary Services Division during regular business hours of 9am to 5pm, Monday through Friday, and the Field Services Division after hours, on weekends and County holidays. CONTRACTOR must provide proof to COUNTY that the animal was picked up or impounded from within the County jurisdiction and is still within the State mandated stray holding period before approval will be authorized. If COUNTY authorizes treatment, CONTRACTOR will be reimbursed at a rate of \$60.00 per hour for personnel time and \$.59 per mile to transport the animal, with a maximum expenditure for these services of \$135.00 per case. Additionally, the maximum per case expenditure for veterinary costs shall be \$60 per animal, or per litter if the animals are less than three (3)

months old. The costs will be billed to the COUNTY each month with appropriate documentation. Should the COUNTY not recommend veterinary treatment, CONTRACTOR assumes responsibility for any outside veterinary care administered."

> To delete Exhibit A, section VIII. "Licenses for Dogs" in its entirety and replace with: "COUNTY shall provide, at their own expense, animal licensing forms and envelopes for Riverside County citizens to use to purchase dog licenses. Citizens will be given such forms and envelopes to mail to COUNTY for processing. CONTRACTOR will provide such forms and envelopes to constituents if they request to purchase an animal license, at the time of adoption or rabies vaccination.

CONTRACTOR shall submit to COUNTY, on a monthly basis in arrears, copies of completed rabies certificates for all dogs four months or older who were vaccinated by CONTRACTOR or adopted out by CONTRACTOR to unincorporated County residents."

> All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE

CONTRACTOR

Animal Friends of the Valleys

By: _____
Chairman, Board of Supervisor

By: Willa A. Bagwell

WILLA A. BAGWELL
Type or Print Name

Attest: _____

Date: 8/17/09

By: _____

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: JINNY H. RA DATE 8/18/09