

FORM APPROVED COUNTY COUNSEL
 BY: JIMNY H. RAJ 11/12/09
 DATE

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

944



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 November 12, 2009

SUBJECT: Ratify the Fifth Amendment with Animal Samaritans SPCA, Inc., for Spay/Neuter and other Clinic Services. Contract #08-055

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Fifth Amendment between Animal Samaritans SPCA, Inc., and the County of Riverside Department of Animal Services, for the performance period of July 1, 2009 through June 30, 2010, in the amount of \$70,000; and,
- 2) Authorize the chairperson to execute four (4) original copies of the Fifth Amendment on behalf of the County of Riverside.

BACKGROUND: For the past seven (7) years, the Riverside County Department of Animal Services has contracted with Animal Samaritans, a non-profit spay/neuter and adoption facility in Thousand Palms, to perform spay and neuter surgeries for the animals adopted from the County-run Thousand Palms and Blythe shelters. The FY08/09 contract was approved for \$150,000, but due to budget restraints the amount has been reduced to \$70,000 for FY09/10.
 (Continued)

Departmental Concurrence

Robert Miller
 Robert Miller, Director, Department of Animal Services

PMG:nd

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 70,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10
SOURCE OF FUNDS: Department Budget				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

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 5/12/09 3.11, 7/29/08 3.19, 6/24/08 3.12, 4/1/08 3.4

District: 4

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.45

BACKGROUND (continued):

Veterinary clinics within the Thousand Palms area are primarily small, private, for-profit agencies, and charge far greater fees than Animal Samaritans, which is the only non-profit agency capable of performing the high number of surgeries at a low cost for the citizens of the Thousand Palms area.

PRICE REASONABLENESS:

The price rendered by Animal Samaritans for spay and neuter services is considered to be fair and reasonable based on their pricing as compared to for-profit veterinary clinics in the surrounding area. Animal Samaritans is associated with the Society for the Prevention of Cruelty to Animals (SPCA) and is a certified non-profit agency. Pricing for a dog procedure is \$75.00, and pricing for a feline procedure is \$50.00. These prices compare favorably against for-profit clinics, which charge significantly more; for example a feline procedure is typically \$100.00.

FINANCIAL:

Funding for spay/neuter surgeries is paid for by the adopter and deposited into a protected account in accordance with State law requirements.

1 **FIFTH AMENDMENT TO THE AGREEMENT**

2 **WITH**

3 **ANIMAL SAMARITANS SPCA, INC.**

4 **Contract #08-055**

5 **(Spay/Neuter and other Clinic Services)**

6 That certain Agreement between the County of Riverside through its Community
7 Healthy Agency, Department of Animal Services (COUNTY) and Animal Samaritans
8 (CONTRACTOR), approved on January 22, 2008, signed by the Purchasing Agent, was
9 amended for the first time on April 1, 2008, item 3.4, amended for the second time on
10 June 24, 2008, item 3.12, amended for the third time on July 29, 2008, item 3.19,
11 amended for the fourth time on May 12, 2009, item 3.11, and is hereby amended for the
12 fifth time as follows, effective July 1, 2009:

- 13 ➤ To amend all references to the period of performance from July 1, 2008
14 through June 30, 2009 to July 1, 2009 through June 30, 2010.
 - 15 ➤ To establish the amount of compensation for Fiscal Year 09/10 in the
16 amount of seventy thousand dollars (\$70,000).
 - 17 ➤ To delete Exhibit A, "Scope of Service" and replace with new Exhibit A,
18 "Scope of Service" attached herewith.
 - 19 ➤ To delete Exhibit B, "Payment Provisions" and replace with new Exhibit B,
20 "Payment Provisions" attached herewith.
 - 21 ➤ All other terms and conditions of this Agreement are to remain
22 unchanged.
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2 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized
3 representatives to execute this Amendment.

4 COUNTY OF RIVERSIDE

CONTRACTOR

Animal Samaritans

5
6
7 By: _____
Chairman, Board of Supervisor

By: Frederick Saunders

8 FREDERICK L. SAUNDERS JR
9 Type or Print Name

10 Attest: _____

Date: 9/22/2009

11
12 By: _____
Type or Print Name

13
14 Date: _____

15 PMG

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19 FORM APPROVED COUNTY COUNSEL

20 BY: Jenny H. BA 11/12/09
DATE

EXHIBIT A**SCOPE OF SERVICE**

(Spay, Neuter, and other Clinical Services)

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6 I. CONTRACTOR will provide primary spay and neuter services of felines and
7 canines at the request of Riverside County Department of Animal Services
8 ("DAS").
- 9 II. CONTRACTOR will continue to surgically spay and neuter feral felines that are
10 captured and brought to their facility for the purposes of spay or neuter and
11 release.
- 12 1. Feral felines may be captured via animal traps available through
13 CONTRACTOR or DAS.
- 14 2. CONTRACTOR will "tip" the ears of spayed or neutered feral cats as required
15 for future identification.
- 16 III. CONTRACTOR will not provide euthanasia, except in cases of feline FELV/FIV,
17 or cases in which it may be more humane to provide such services. Should said
18 animal have been adopted from DAS, CONTRACTOR will contact DAS to inform
19 them of the disposition.
- 20 IV. Overnight boarding and hospitalization, delivery and pick-up
- 21 1. CONTRACTOR does not have the facilities for overnight accommodations
- 22 2. Animals are expected to be picked up by 5:00 p.m. on the day of surgery.
- 23 3. DAS will deliver animals to CONTRACTOR for surgery. Post surgery,
24 animals that have been adopted to the general public will be picked up by
25 their new owner and unadopted animals will be picked up by DAS staff the
26 same day.
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1 V. Emergencies

- 2 1. Should an emergency medical condition or event occur, CONTRACTOR
3 will contact DAS and advise.

4 VI. Other Services

5 Upon mutual agreement, CONTRACTOR will act in consortia with DAS to:

- 6 1. Conduct humane education seminars and informational meetings
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8 2. Joint press releases and public information
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10 3. Place animals for adoption through CONTRACTOR

11 VII. Veterinarian

- 12 1. Spay and Neuter surgical services will be performed at CONTRACTOR by
13 a licensed veterinarian qualified to perform surgery.

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EXHIBIT B
PAYMENT PROVISIONS

CONTRACTOR shall be entitled to receive payment for services rendered as specified herein:

1. Fee Schedule:

1.1 Spay and Neuter

Canine \$75.00

Feline \$50.00

Feral felines: \$15.00

1.2 Reimbursement for Clinical Services

COUNTY shall pay CONTRACTOR the following rates when, in the course of the sterilization procedure, an unanticipated but necessary procedure is required, or said procedure is performed at the request of COUNTY. Appropriate paperwork identifying such surgery must accompany original invoice submitted for payment.

Additional charges:

Spay pregnant female \$15.00

Animals in heat \$15.00

Hernia \$15.00

Crypt Orchid males \$15.00

1.3 Reimbursement for Vaccination and Microchip Services

COUNTY shall pay CONTRACTOR the following rates when CONTRACTOR provides such services to unadopted animals at the COUNTY'S request. All such services rendered to animals who have been adopted, will be charged to the new owner at time of pickup from

1 CONTRACTOR unless otherwise agreed upon in writing with COUNTY
 2 designating that COUNTY will pay for such services for a particular
 3 animal.

4 *Vaccinations, upon request:*

5 Feline FVRCP	\$12.00 per vaccination
6 Feline FELV	\$12.00
7 Rabies	\$12.00
8 Canine DHPPC	\$12.00 per vaccination
9 Canine rabies, required for license	\$12.00
10 Deworm	\$10.00
11 Microchip implant	\$15.00

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 13 **2. Animal Licensing:**

14 COUNTY shall provide, at their own expense, animal licensing forms and
 15 envelopes for citizens to use to purchase a dog license. COUNTY will also
 16 provide a secure drop box for residents to place their sealed envelope in and will
 17 remove envelopes at least once per week. COUNTY will be the sole party to
 18 access the drop box and its contents. CONTRACTOR will provide such forms
 19 and envelopes to constituents if they request to purchase an animal license.

20 **3. Rabies Vaccinations:**

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

25 **4. Invoice:**

26 **4.1** COUNTY agrees to pay acceptable invoice(s), as per requirements in item
 27 4.2 below, submitted by CONTRACTOR net 30 days of date of
 28 submission of error free invoice.

1 **4.2** Invoice(s) are constituted by the following:

2 **4.2.1** Itemized actual expenses incurred, CONTRACTOR'S name,
3 address, date, animal identification number and purchase order
4 number (to be established after contract is amended).

5 **4.3** CONTRACTOR shall submit invoice(s) on a daily basis, or the following
6 work day if the services are performed on a weekend, by fax to the
7 Department of Animal Services, Contract Billing Division, or to the
8 following address for processing:

9 Riverside County Community Health Agency
10 Department of Animal Services
11 5950 Wilderness Avenue
12 Riverside, CA 92504

13 **4.3.1** Invoices submitted after 45 days of completion of services will not
14 be accepted, except on a limited case-by-case basis, as approved
15 by the Director or his/her designee.

16 **4.3.2** Total amount of compensation to CONTRACTOR shall not exceed
17 seventy thousand dollars (\$70,000).

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