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





FROM: Executive Office

SUBJECT: Southwest Communities Financing Authority

RECOMMENDED MOTION: That the Board approve the attached Operations Agreement

BACKGROUND: On November 30, 2004, the Board approved forming a Joint Powers Authority, the Southwest Communities Financing Authority (SCFA), with the cities of Canyon Lake, Lake Elsinore, Murrieta and Temecula for the purpose of financing and constructing an animal shelter in the southwest portion of the county.

On January 12, 2006, the SCFA, through a Request for Qualifications process, entered into a Memorandum of Understanding with Animal Friends of the Valleys (AFV) to assist the SCFA in development and construction of an animal shelter, and operate the shelter once it was built.

On April 29, 2008, the Board held a public hearing and approved Resolution 2008-215 approving the issuance of bonds by the Southwest Communities Financing Authority for the purpose of constructing an animal shelter. (CONTINUED)

		Dean Deines,	Deputy County I	Executive Office	er
CINIANICIAL	Current F.Y. Total Cost:	\$ 209,450	In Current Year E	Budget:	Yes
FINANCIAL	Current F.Y. Net County Cost:	\$ 209,450	Budget Adjustme	ent:	No
DATA	Annual Net County Cost:	\$ 279,270	For Fiscal Year:		10/11
SOURCE OF FUNDS: Operational cost to be paid by JPA's member			Positions To Deleted Per A	- I I I	
agencies. \$279,270 represents County's portion.				Requires 4/5 V	∕ote □
C.E.O. RECOMMENDATION: BY: Jav E. Orr					
County Executi	ve Office Signature				

Dep't Recomm. Per Exec. Ofc.

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Consent

Prev. Agn. Ref.:11/30/04 #3.1; 4/29/08 #9.1 | District: 1

Agenda Number:

Southwest Communities Financing Authority Page 2

At the Southwest Communities Financing Authority's July 20, 2010 board meeting, the Board of Directors approved an Operations Agreement with AFV whereby AFV will operate the SCFA animal shelter. The Operations Agreement caps the annual operations cost to the SCFA at \$1 million annually, of which the County's portion is 32.1%. Because the SCFA leased the animal shelter to the County of Riverside for bonding purposes it is necessary for the County to be party to the Operations Agreement.

ANIMAL SHELTER OPERATIONS AGREEMENT

THIS CONTRACT is made and entered into this 10th day of August, 2010, by and among the Animal Friends of the Valleys, a California Non-profit Corporation ("AFV"), the Southwest Communities Financing Authority ("SCFA"), a California joint powers authority, and the County of Riverside ("County") with reference to the following facts:

WHEREAS, AFV leases certain property located at 33751 Mission, Trail, Wildomar, California ("The Property") from the Elsinore Valley Municipal Water District in the southwestern portion of Riverside County for the purpose of constructing an animal shelter; and,

WHEREAS, the SCFA is constructing an animal shelter ("Shelter") for the southwestern Riverside County, with the geographic boundaries of the joint powers authority to be located on The Property; and

WHEREAS, the SCFA leases The Property from AFV pursuant to a Ground Lease Agreement between AFV as lessor, and SCFA, as lessee; and

WHEREAS, concurrently with the delivery of the Ground Lease, the SCFA has leased The Property to the County pursuant to a Lease Agreement ("Lease Agreement") for the purpose of financing the Shelter; and

WHEREAS, the SCFA intends to provide for the construction of an animal shelter through its power to issue tax-exempt bonds; and

WHEREAS, AFV has the personnel and experience to provide such shelter service and is willing to enter into a contract with SCFA and the County for the provision of such services subject to the terms and conditions and for the compensation as set forth herein; and,

WHEREAS, the SCFA is desirous of having AFV provide a broad range of animal shelter activities pursuant to this contract for the purpose of safeguarding the health and safety of the population of the SCFA entities and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment of animals;

NOW THEREFORE in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

- 1. <u>Program Philosophy</u>. The animal care philosophy which forms the basis of this contract includes the following:
 - (1) Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

(2) Maintenance of a process for local residents to report lost and found animals, and for AFV to identify by any means available to it (including microchips) the animals with owner identification, and inform the inquiring public. This will include: (a) providing "lost animal" forms that may be completed at the Shelter; (b) having Shelter staff process submitted forms within 24 hours, excluding Sundays and legal holidays; (c) posting photographs of impounded animals on the Shelter's website within 24 hours of arrival at the Shelter, excluding Sundays and legal holidays.

- (3) Reuniting lost animals taken to the Shelter with their rightful owners. Shelter staff shall attempt to notify the owners by telephone or in person with regard to the impoundment of their animal, within 24 hours, excluding Sundays and legal holidays. In the event that such notification attempt fails, Owners must then be notified in writing of the impoundment of their animal by mail. Documentation of all such notification activity shall be maintained and made available to the SCFA upon request.
 - (4) Adoption of healthy domesticated animals by loving homes.
- (5) Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if AFV transfers any animals to another nonprofit corporation or humane society for the sole purpose of providing adoption services, unless adopted animal is unable to receive spaying or neutering due to a medical condition.
- (6) Developing and implementing a program to provide for the participation of volunteers in the care of the animals and the provision of various programs for their participation relating to animals.
- 2. Retention of AFV. SCFA and the County hereby retains AFV and AFV hereby agrees to operate and manage an animal shelter program for the SCFA and the County consisting of, but not limited to, the following services: impoundment, care and feeding of all domestic and other animals at the Shelter; veterinary medical care when needed for the animals at the Shelter, including vaccination; adoption of suitable animals; a spay/neuter program; euthanasia services; microchipping of qualified adopted animals and maintenance of the Shelter. AFV shall, in providing such services, utilize volunteers to the fullest extent possible and pursuant to the plan prepared in accordance with Section 8(s) of this contract.
- 3. <u>Definition of Shelter Services</u>. "Shelter Services," as used in this contract shall include, but is not limited to, the following activities:
 - (a) Impoundment, admittance, receiving, care, custody and feeding of any and all domestic animals and the impoundment of wildlife as may be delivered and/or received

at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

- (b) Redemption, treatment, sale, adoption, and/or disposal of any and all animals.
- (c) Counseling and advising animal owners.
- (d) Identifying animals impounded at Shelter and searching for such animal's owner.
- (e) Posting photographs of all newly impounded animals on the Shelter website within 24 hours of impoundment, excluding Sundays and holidays.
- (f) Ensuring that all dogs, four months and older, released from the Shelter are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. Upon such time as may be feasible and in accordance with the various cities/county ordinances, require the microchipping of released animals at the owner's expense.
- (g) Maintaining an up-to-date record of all animals processed through the Shelter including, but not limited to, those animals that are impounded, adopted, quarantined, euthanized, animals processed at immunization clinics, and any animal receiving spaying or neutering services. Records shall also be maintained for: (1) the number of animals brought in/surrendered by owners for impoundment; (2) the number of animals impounded by each city/county; (3) total animals impounded; (4) the number of animals adopted or transferred; and (5) the number of stray/impounded animals returned to owner. The above measures shall be reported to the SCFA on a monthly basis.
- (h) Euthanization of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal by animal basis, which shall be submitted to the SCFA on a monthly basis. This log shall further state whether the animal was adoptable or was unhealthy and unsuitable for adoption.
 - (i) Proper disposal of dead animals.
- (k) Care and maintenance of the Shelter, including land and buildings. "Care" includes but is not limited to providing a safe, temporary refuge for any animal impounded and/or quarantined in the jurisdictional boundaries served by the SCFA, and providing needed medical services for injured/sick animals or arranging transfer of animal to the appropriate agency.
- 4. Definition of Adoptable Animal. "Adoptable Animal" shall mean those animals eight weeks of age or older that at or subsequent to the time the animals are impounded or otherwise

taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared as "vicious" under State and/or local laws are unadoptable. Adoptable animals may be old, deaf, blind, disfigured or disabled. An animal with a treatable behavioral disorder as determined by qualified Shelter staff may be considered adoptable.

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- 5. <u>Definition of Treatable</u>. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects and cats, food aggression, etc.
- 6. <u>Definition of Untreatable Animal</u>. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical or behavioral injury and shall not be held for owner redemption or adoption.
- 7. Term. The initial term of this contract shall be from the date that the Shelter is completed and deemed suitable for occupancy, currently estimated to be in September 2010, and terminating August 31, 2015. The SCFA may terminate this contract upon six (6) months prior written notice to AFV, should the SCFA determine that AFV is not providing the requisite services as set forth in Section 8 herein or is not in compliance with any of the other provisions contained in this contract. Upon receipt of this notice of intent to terminate services, AFV shall continue to provide Shelter Services to the SCFA for up to twelve (12) months for the contract fee until the SCFA is able to obtain a suitable replacement to provide Shelter Services and notifies AFV in writing of the effective termination date. The SCFA may further renew this agreement upon terms and conditions agreed upon by AFV. Should the SCFA and AFV elect to renew this contract, negotiations for such renewal shall take place as soon as practicable. AFV may terminate this contract with the same six (6) months prior written notification should the SCFA fail to comply with any of its duties under this contract, and will continue to provide Shelter Services for the contracted fee until the SCFA is able to obtain a suitable replacement, providing the replacement services are in place within twelve (12) months of the termination date, at which time AFV may cease providing such services to the SCFA, unless otherwise agreed to. The County shall have no right to terminate this contract so long as SCFA is a party (or the County shall remain a party to the contract as long as SCFA is in the contract).

- 8. <u>Scope of Shelter Services</u>. In conducting Shelter Services, AFV agrees to perform the following specific functions at the Shelter located at 33751 Mission Trail, Wildomar, California (A.P.N. No. 370-060-050):
 - (a) <u>Enforcement</u>. Enforce all relevant provisions of the relevant cities/county ordinances or state law as may be applicable to animals housed, kept or maintained at the Shelter or at separate facility for livestock.
 - (b) <u>Incoming Animal Identification</u>. Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter, excluding Sundays, legal holidays and those animals deposited in the night drop-off area. Shelter staff shall attempt to notify owners as soon as possible, but in any event no longer than twenty-four (24) hours of their animal being impounded, excluding Sundays and legal holidays. A log of such identification activities must be kept on an animal-by-animal basis and made available to the SCFA.
 - (c) <u>Lost Animal Reclamation</u>. If such animals are impounded, any information provided by a license tag or microchip shall be cross-referenced and checked against information already in possession of the Shelter so as to determine the animal's owner and appropriate notice given if the owner is able to be determined. A log of such activities must be maintained on an animal-by-animal basis and made available to the SCFA.
 - (d) Quarantine. AFV shall quarantine, as prescribed by law, all animals suspected of being rabid and/or dangerous to the public at large. AFV shall provide the SCFA with its current written standard operating procedure for the isolation and separation of animals within thirty (30) days of contract execution, for SCFA's consent, which will not be unreasonably withheld.
 - (e) <u>Impoundments and Quarantines</u>. AFV shall house, feed and care for all animals impounded and/or quarantined at the Shelter and/or quarantined in and on behalf of the SCFA. Absent any qualified waiver of fees, on a case by case basis, AFV shall collect all impound, boarding and other fees on behalf of the SCFA and shall provide an accounting to the SCFA for all such fees collected.
 - (f) <u>Incoming Animal Examinations/Assessments</u>. Every animal that arrives at the Shelter should receive a cursory examination within one (1) hour by a staff member(s) trained to provide animal assessments to determine any emergent needs, if any. A more comprehensive exam will be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours.

Incoming animal assessment must include: (1) A systemic physical examination to determine if a medical condition exists which requires a veterinarian's attention; (2) vaccinations and deworming as needed; (3) external parasite treatment, if necessary; (4) the animal's incoming weight; (5) scanning for microchip identification; (6) an identification device physically attached to the animal to identify the animal within the Shelter; (7) any identifying features or abnormalities. AFV shall properly document on an animal-by-animal basis that an examination/assessment is performed.

- (g) Behavioral Assessments. AFV shall submit to the SCFA its formal behavioral assessment system within three months of contract execution. A standard behavioral assessment for dogs and a training evaluation for puppies less than six (6) months of age to assist with the selection process of dogs available for adoption shall assess: (1) a dog's personality and particular needs related to the personality and breed; (2) a dog's temperament and any particular problems related to the temperament; (3) a dog's ability to interact and socialize with people; (4) level of submission or dominance; (5) what training style would be best suited for the dog; (6) food aggression, separation anxiety or other determined problems; (7) energy or activity level; (8) response to physical control and physical examination; and (9) the type of home that would meet the needs of the individual dog. This program will also include information on evaluating the temperaments and behaviors of cats within the Shelter. AFV shall provide training on behavioral assessment of animals to all involved employees within 6 months of contract execution and make available such documentation on a reasonable basis to the SCFA.
- (h) Adoption. The goal is to place 100% of adoptable animals into homes. To offer suitable animals for adoption, and operate and manage adoption activities, which shall include potential pet owner counseling and mandatory spay/neutering of all animals placed for adoption. All animals offered for adoption shall, in AFV's best judgment or upon veterinary consultation, be deemed suitable for adoption and in good health except in cases where adopting family has been made aware of special needs and has consented to providing for those needs. Persons adopting animals are to be encouraged to seek an independent veterinary examination of the animals. AFV must submit its adoption procedures and policies to the SCFA within 30 days of contract execution, for SCFA's consent, which will not be unreasonably withheld. AFV shall collect spay/neuter deposits for all adopted dogs and cats two months of age and older. All spay and neutering deposits will be placed in a segregated account maintained by AFV in accordance with state law and such unclaimed deposits may be used for purposes stated

in Section 19 of this contract. AFV shall report to the SCFA on a monthly basis, the status of such segregated account, including deposits and expenditures. For any dog or cat over the age of two months placed for adoption, written notice shall be given to the adopter that spay/neutering is mandatory and AFV shall implement appropriate follow-up to assure compliance. Further, all adopted animals over the age of two months shall be spayed or neutered within sixty days of the date such animal reached the age of two months, unless a veterinarian employed, contracted or retained by AFV determines that such an operation would unnecessarily endanger the life of the animal, in which case, such animal shall be spayed or neutered at the earliest date when medically acceptable to do so. All dogs and cats over the age of two months placed for adoption shall be spayed or neutered before being placed in the custody of the adoptive owner; provided, however, such requirement can be waived by AFV upon the certification of the veterinarian employed or contracted by AFV that such operation will unnecessarily endanger the life of the animal. All dogs over the age of four months must also be licensed before being released to the new owner pursuant to California Food & Agriculture Code § 30951. These services shall be at the owner's expense and shall be prepaid and at the time of adoption.

- (i) Community Adoption Partners. California Food & Agriculture Code, sections 31108(b) [dogs] and 31752(b) [cats] state any stray dog/cat "that is impounded pursuant to this division shall, prior to the killing of that animal for any reason other than irremediable suffering, be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled killing of that animal. In addition to any required spay or neuter deposit, the pound or shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals released." AFV shall submit its guidelines for working with breed placement and adoption groups within 30 days of contract execution, for SCFA's consent, which will not be unreasonably withheld.
- (j) <u>Foster Care Placement</u>. A foster care placement program can assist the Shelter by improving animal care, give certain animals a better chance of adoption, and lift the spirits of staff and volunteers. No foster animal shall be euthanized without a written report which details the reasons for the euthanasia. As such program requires sound policies and oversight; AFV must evaluate, implement and submit such a program within 3 months of contract execution, for SCFA's consent, which will not be unreasonably withheld.

- (k) Payments of Fees and Charges by the Public. AFV shall receive payments for impoundments, boarding, adoption or other fees and charges levied at the Shelter on behalf of SCFA or its member agencies. When tendered by check, money order or other non-cash remittance, such payment shall be made payable to "Animal Friends of the Valleys." AFV shall be responsible for clearance and payment of all checks or other non-cash remittances so deposited into AFV's account. Collection charges on residents shall be paid for solely by AFV. AFV shall pay for the implementation of a non-cash system for resident payments to the Shelter, such as the use of credit card/debit card terminal systems. AFV shall provide the SCFA a monthly accounting of all deposits for each calendar month in such detail as reasonably required by the SCFA by no later than the last day of the following month. Deposit balances shall be reconciled at the end of each fiscal year ending on June 30th with appropriate adjustments being made on behalf of SCFA or its member agencies.
- (l) <u>Vicious Dogs</u>. Any dog declared to be vicious by AFV or by a local animal control agency (in accordance with proceedings conducted pursuant to California Food and Agricultural Code §§ 31601 et seq. and/or by local ordinance) and in custody of the Shelter either in impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law.
- (m) <u>License</u>. Any animal in custody redeemed by the animal's owner shall be checked for the applicable license. AFV, on behalf of the SCFA, will verify that any dog returned to the dog's owner is licensed. Any unlicensed dog must be licensed prior to being returned to said dog's owner, including the payment of penalties, if appropriate. AFV shall transmit all license monies collected, or alternatively provide a credit for such monies, to the appropriate SCFA member agency within thirty (30) days. In addition, AFV shall maintain an adequate record of identifying information in connection with all license holders from whom license monies are collected.
- (n) <u>Euthanasia</u>. Provide euthanasia service as required for any impounded stray animal held at the Shelter for <u>the lawful number of days</u>, if such animal is not reclaimed by said animal's owner and is deemed to be not adoptable by AFV for adoption. Animals that are irremediably suffering from a serious illness or severe injury shall not be held for owner redemption or adoption. Only the following methods of euthanasia and drugs as currently approved by the American Veterinary Medical Association shall be used: the intravenous injection of an approved drug, intra-cardiac or the intra-peritoneal method provided such intra-peritoneal method shall be used as a last resort or deemed by AFV to

be more humane than the standard intravenous injection. Euthanasia methodology shall be submitted to the SCFA within 3 months of contract execution. However, the ultimate decision shall be determined by a veterinarian employed or contracted by AFV, consistent with approved standards of the American Veterinary Medical Association. Euthanasia training in accordance with Section 2039 of the California Code of Regulations, Title 16, Division 20, Article 4, must be provided to all Shelter staff performing this function. Documentation that appropriate Shelter staff has been trained in this regard shall be made available on a reasonable basis to the SCFA within 30 days of training. Records will be kept for a period of not less than three (3) years on each euthanized animal including the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia and reason for use of method. Monthly euthanasia reports must be submitted to the SCFA and must include the following information:

CATEGORY	STATUS	EUTHANASIA
Adoptable	Animals who, given the space, time, staff, money or availability of an appropriate home could live well in a new home.	Is most often due to a lack of resources and/or appropriate homes.
Treatable – Medical	Animals with a treatable medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscess, or problems that could be fixed with treatment and/or time.	Is most often a result of lack of resources, space or time to treat the animal.
Treatable – Behavior	Animals with behavioral conditions that can be corrected with time and proper training, such as chases animals or objects, food aggression, etc.	Is appropriate when space and a lack of trainers or behaviorists are available.
Untreatable – Medical	Animals in general poor overall condition and/or health (e.g., old, thin, weak). Must have a serious or chronic medical problem that far exceeds the resources of an agency or has significant lifetime costs far exceeding what potential adopters would be willing to assume.	Is often the eventual result as these animals are often poor candidates for adoption placement due to the extensive medical rehabilitation necessary and the expense of ongoing care.
Untreatable – Behavior	Animals that are showing signs of aggression or serious imbedded behavior, have attacked another	May be performed when appropriate staff has determined

	animal or person, or have a history	the animal to be a
	of aggression or destruction	threat to humans,
	leaving a poor prognosis for	other animals or
	modification.	property.
Neonatal – Treatable	Animals that are too young to adopt and suffer from a treatable medical condition.	May be performed if no foster care providers or clinic space are available.

Neonatal - Untreatable	Animals that are too young to	Is often the result due to the labor-intensive
	survive on their own or in a shelter	
	setting, needing extensive care and	nature of care or poor
	socialization and many times are	prognosis of survival
	suffering from an untreatable	and lack of intensive
	disease.	foster care homes.
Feral	Animals that have not been	Is generally
	socialized and cannot be handled	appropriate for
	and do not adjust to the shelter	animals with no hope
	setting.	of socialization.
Court Order	Animals that have been ordered	Is performed to
	for euthanasia at the direction of a	comply with this
	judge, hearing officer or other	ruling.
	public official with such authority.	
Owner Requested	Typically the animal is geriatric,	Is performed at the
Euthanasia – Medical	but possesses a serious medical	owner's request with
	condition from which the animal	staff verification.
	is suffering.	
Owner Requested	Animals with deeply embedded	Is performed at the
Euthanasia – Behavior	behavioral problems where there	owner's request with
	is a threat to humans or other	staff verification.
	animals.	
Rabies Investigation	Where euthanasia is required for	Is performed when a
_	laboratory examination for rabies.	veterinarian, animal
		control officer or
		humane officer has
		determined that a
		reasonable suspicion
		exists that an animal
		has contracted rabies.

(o) <u>Vaccination Clinics</u>. AFV shall make all necessary arrangements and conduct at least six (6) one-day clinics each year, to be held on a Saturday or Sunday, for the vaccination of dogs and cats at times, dates and locations within the SCFA jurisdictions mutually agreeable to the SCFA and AFV. SCFA shall allow AFV to conduct the sale of licenses on behalf of all SCFA member agencies at all such clinics. AFV shall transmit all license monies collected, or alternatively provide a credit for such monies, to the appropriate SCFA member agency within thirty (30) days. In addition, AFV shall

maintain an adequate record of identifying information in connection with all license holders from whom license monies are collected. Such clinics may be conducted at the Shelter or other suitable facilities generally accessible to local residents within the geographic boundaries of the SCFA.

- (p) <u>Drug Enforcement Agency (DEA)</u>. Additionally, AFV must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
- (q) <u>Feeding Protocols</u>. All animals should be fed in amounts appropriate to meet their nutritional needs. AFV must submit a feeding schedule to the SCFA within 30 days of contract execution.
- (r) <u>Vaccination of Incoming Animals</u>. All dogs and cats, except those animals visibly ill or under quarantine, shall be vaccinated as soon as possible but under no circumstances to exceed twenty-four (24) hours of the time of impoundment at the Shelter (excluding Sundays and Holidays). AFV shall provide to the SCFA its vaccination protocol within 30 days of contract execution.
- (s) Staffing and Volunteers. AFV shall recruit and supervise, all necessary personnel for the office, kennel, veterinary and other areas of the Shelter, including all vaccination clinics operated on behalf of the SCFA. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable shelter-related activities. Personnel employed at the Shelter in the performance of shelter related activities shall be designated as AFV employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by AFV and shall be under the auspices of AFV. Use of volunteers at the Shelter shall be determined by AFV on behalf of the SCFA. AFV shall establish and implement policies and procedures for volunteers consistent with the provisions of this contract. In this regard, AFV shall submit to the SCFA within 3 months of contract execution, a plan to incorporate the use of volunteers at the Shelter, for SCFA's consent, which will not be unreasonably withheld. The plan shall include staffing requirements using volunteers, training for volunteers, and supervision of volunteers, methods to recruit future volunteers, measurable goals and objectives of the volunteer program and how the SCFA may assist AFV with volunteer recruitment.
- (t) <u>Holding Periods</u>. AFV shall hold all stray impounded animals, not otherwise owner identifiable, for a period of time as required by law. Animals may be held for longer than the required holding period where: 1) an administrative, civil or criminal case

or proceedings necessitates an extended holding period for the animal in question; or 2) SCFA at its own discretion decides to extend the holding period of an animal kept at the Shelter.

- (u) <u>Missing Animals</u>. AFV shall notify police immediately of any animal found to be missing from the Shelter that had previously been impounded and/or in protective custody. AFV shall notify the SCFA within three (3) business days of any animal found to be missing from the Shelter that had previously been impounded and/or in protective custody.
- (v) <u>Hours of Operation</u>. AFV shall maintain hours of operation at the Shelter as follows:

Shelter Services: Monday – Saturday 10:00 a.m. to 4:00 p.m. (except on Wednesday for which service hours shall be 10:00 a.m. to 7:00 p.m.).

Phone Services: Monday - Saturday 8:00 a.m. to 4:00 p.m.

Adoption Services: Monday – Saturday 10:00 a.m. to 3:00 p.m. (except on Wednesday for which service hours shall be 10:00 a.m. to 6:00 p.m.).

Shelter shall be closed on the following holidays: New Years Day (January 1), Memorial Day (last Monday of May), Independence Day (July 4), Labor Day (first Monday of September), Thanksgiving Day (fourth Thursday of November), Christmas Eve (December 24, close at 12 p.m.) and Christmas Day (December 25). In the event that a holiday falls on a Sunday then it will be observed on the subsequent Monday. SCFA shall review the Shelter's hours of operation on an annual basis to determine whether or not adjustments need to be made based on budgetary considerations as set forth in Section 17 of this contract.

- (w) <u>Complaint Log</u>. AFV shall designate a primary and alternate contact person for the purpose of addressing complaints. "Complaint" as used herein shall mean any dissatisfaction or problem in the performance of services under this contract. All complaints received by the SCFA that require a response from AFV shall be made by telephone and/or electronic mail to the designated contact persons for the parties. An electronic mail response will be made by AFV within three (3) business days as to the resolution or ongoing response on the matter. If a response is not received within the time allotted, the SCFA will forward a request for response to AFV's Director or designee and in turn he/she will respond within two (2) business days.
- (x) <u>Emergencies</u>. Any SCFA requests involving imminent danger to the public will be forwarded by telephone and electronic mail directly to AFV's Director or designee.

All calls involving imminent danger scenarios will be responded to within 60 minutes as reasonably possible, subject to considerations involving the time of day, traffic conditions, or other uncontrollable circumstances. AFV shall notify the SCFA of all calls involving imminent danger to the public within 60 minutes.

- (y) <u>Disease Control and Sanitation</u>. AFV shall maintain the Shelter in a clean and sanitary condition in order to control the growth or presence of bacteria, disease and unpleasant odors. AFV's policies and procedures for disease control and sanitation shall be based on standards and/or guidelines commonly employed in public animal shelter operations. AFV's policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association, Riverside County Department of Animal Services and American Veterinary Medical Association. AFV's policies and procedures shall substantially conform to the version attached hereto as Exhibit "A". AFV shall provide its proposed policies and procedures for disease control and sanitation to the SCFA within 30 days of contract execution for SCFA's review and approval.
- (z) <u>Provision of Personnel and Supplies</u>. Provide personnel, supplies, materials, medication, pharmaceuticals, and equipment not otherwise supplied, including forms, reports and animal identification tags to perform all aspects of the shelter services program.
- (aa) <u>SCFA Access</u>. AFV shall provide access to the authorized representatives of the SCFA to the entire Shelter during normal business hours, and at such other times upon reasonable notice.
- (bb) Fowl Care. AFV shall provide food, care and shelter to fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. The holding period of such animals, if any, shall be for a period of time as required by law. Animals may be held for longer than the required holding period where: 1) an administrative, civil or criminal case or proceedings necessitates an extended holding period for the animal in question; or 2) SCFA at its own discretion decides to extend the holding period of an animal kept at the Shelter. Costs of housing any fowl, regardless of shelter location, shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges incurred either at the Shelter or at another location when such animals cannot be cared for at the Shelter. All fees, charges and other revenues collected will be deposited

by AFV in an AFV bank account as designated by AFV no later than three (3) days after collection. AFV shall be responsible for clearance and payment of all checks or other non-cash remittances so deposited into AFV's account. Should the animal(s) not be redeemed by the owner or if the identity of the owner is unknown, AFV shall seek reimbursement from the appropriate SCFA member agency for all expenses related to caring for fowl on behalf of the SCFA member agency. AFV shall notify the SCFA in writing where said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by the SCFA. AFV shall provide the SCFA a monthly accounting of all deposits for each calendar month in such detail as reasonably required by the SCFA by no later than the last day of the following month.

- (cc) <u>Customer Satisfaction</u>. Customer satisfaction is a critical measure of effective service provision. Within 3 months of contract execution, AFV shall provide to SCFA a formal plan to measure customer satisfaction, for SCFA's consent, which will not be unreasonably withheld. Each month thereafter, the AFV shall provide the SCFA with an evaluation, using statistics, of customer satisfaction.
- (dd) <u>Animal Disposal</u>. AFV shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. AFV shall be responsible for the disposal of animal remains in its custody or control, subject to applicable laws.
- (ee) <u>Level of Service Provided</u>. AFV will provide shelter services as defined in this contract at the level of service specified by the SCFA. AFV's policies and procedures for shelter services shall be based on standards and/or guidelines commonly employed in public animal shelter operations. AFV's policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
- (ff) <u>Materials and Information</u>. Offer complementary educational material and animal care information programs, including the benefits of spay/neutering and humane animal care, to the public at the Shelter and at other locations designated by SCFA. AFV must include on its current website within three months of contract execution, photographs of all found animals posted within 24 hours of arrival to the shelter, excluding Sundays and legal holidays.

- (gg) <u>Kennel Area Supervision</u>. Areas of the Shelter where animals are cared for and in custody shall be under the supervision of a Supervising Animal Care Technician or other supervisory employee designated by AFV. Cages, pens and other areas of animal confinement shall have appropriate locking devices to provide for animal security and safety of the public, visitors, staff and volunteers.
- (hh) <u>Shelter Equipment</u>. AFV shall provide equipment and supplies to operate the Shelter in an amount of \$600,000.00 as requested in writing by SCFA and subject to the following:
- 1) AFV shall reimburse SCFA for SCFA's out-of-pocket costs associated with the acquisition and installation of configured cages in the Shelter. Such costs are currently estimated to be \$300,000.00 and shall count towards AFV's overall obligation of \$600,000.00 as referenced in this Section 8(hh).
- 2) AFV shall provide equipment and supplies to operate the Shelter according to the fair market value of such items to cover the remaining balance owed towards AFV's overall obligation of \$600,000.00 after reimbursement payment has been made to SCFA as provided in Section 8(hh)1) immediately above.
- 3) In the event that AFV is no longer retained as the operator of the Shelter, AFV may remove all such equipment and supplies as referenced in this Section 8(hh) when they vacate the Shelter premises. As an alternative to such removal, AFV may negotiate with SCFA for the sale of any of said equipment and supplies to SCFA based on their depreciated value.
- 9. <u>Contract Performance</u>. The SCFA Program Administrator, County's Director of the Department of Animal Services or designee and AFV's Director or designee shall meet as necessary to discuss contract performance.
 - (a) The SCFA shall notify AFV in writing of any material failure to perform under the terms of this contract and shall request AFV to correct such deficiencies within ten (10) calendar days or such longer period as the SCFA deems reasonable under the circumstances. A "material failure" shall be defined as the inability or unwillingness to perform all or any portion of this Agreement. If AFV fails to correct such failures to perform within said ten (10) calendar days, or such longer period as may have been granted by the SCFA, AFV shall respond in writing explaining the nature of the problem and how it will be addressed. If the matter is not resolved to the satisfaction of the SCFA within thirty (30) calendar days or such longer period as granted by the SCFA, the SCFA and AFV shall meet within ten (10) calendar days or as soon thereafter as reasonably

possible to resolve the matter. If the matter is still not resolved, the SCFA and AFV shall refer it for consideration by the contract review committee provided in Section 9(c) herein.

- (b) AFV shall notify SCFA in writing of any material failure to perform under the terms of this contract and shall request SCFA to correct such deficiencies within ten (10) calendar days or such longer period as AFV deems reasonable under the circumstances. A "material failure" shall be defined as the inability or unwillingness to perform all or any portion of this Agreement. If SCFA fails to correct such failures to perform within said ten (10) calendar days, or such longer period as may have been granted by AFV, SCFA shall respond in writing explaining the nature of the problem and how it will be addressed. If the matter is not resolved to the satisfaction of AFV within thirty (30) calendar days or such longer period as granted by AFV, AFV and the SCFA shall meet within ten (10) calendar days or as soon thereafter as reasonably possible to resolve the matter. If the matter is still not resolved, AFV and the SCFA shall refer it for consideration by the contract review committee provided in Section 9(c) herein.
- (c) AFV and the SCFA agree to form a contract review committee with an equal amount of members drawn from each party to serve as a mechanism for resolving contractual disputes that may arise between the parties. The committee shall meet on a quarterly basis and on an as-needed basis to address contractual disputes that may arise between the parties. The committee's recommendations shall be made jointly to SCFA's Executive Management Committee and AFV's Board of Directors for consideration of implementation or feasibility. The intent of the committee is to resolve disputes and ensure contract performance. It is also the purpose of the committee to resolve disputed matters before they escalate to the point of either party desiring a termination of the affected contract.
- 10. Monthly and Year-to-Date Reports. AFV shall furnish the SCFA with monthly and year-to-date reports and invoices detailing shelter performance and financial activities by the last day of the following month. The reports shall be sent to the attention of the SCFA. These monthly reports shall provide the following information:
 - (a) Financial reports, including a status report of all appropriations and expenditures by line item, any emergency expenditures by line item, any emergency expenditures, appropriation changes (increases or decreases or new/supplemental appropriations after original budget was approved) and remaining unspent balances including encumbered amounts by purpose.

- (b) The number of dogs adopted, euthanized, returned to owner and dead on arrival at the Shelter. The number of dogs adopted shall be further categorized by whether the dog was adopted by an individual or by qualified rescue groups ("Qualified rescue groups" shall mean and refer to applicable provisions contained in the California Food and Agricultural Code). Dog categories shall include stray and owner dogs impounded as well as those surrendered at the Shelter.
- (c) The number of cats adopted, euthanized, returned to owner, and dead on arrival at Shelter. These statistics shall state the number of stray, feral, and identifiable cats impounded and surrendered.
 - (d) Number of animals adopted by species.
 - (e) Number of wild and/or miscellaneous animals impounded.
 - (f) Number of animals by species requiring quarantine.
- (g) A summary of the status of appropriations, expenditures and revenues of the shelter program.
 - (h) Other reports that are reasonably requested by the SCFA.
- 11. Shelter Operations. The Shelter shall be open to the public on the specific days and times as agreed to between the SCFA and AFV and as set forth in Section 8(v) of this contract. AFV also agrees to perform the following services:
 - (a) All animals impounded and/or in quarantine that are sick/injured shall receive appropriate medical care by or under the supervision of a veterinary medical doctor.
 - (b) Forward monthly activity reports as defined in Section 10 of this contract to the SCFA by the last day of the following month.
 - (c) AFV's Director shall be available to provide quarterly updates to the SCFA Executive Management Committee in accordance with the following schedule:

Reporting Period	Report Due
July - September	October
October - December	January
January – March	April
April – July	August

12. Maintenance.

- (a) In addition to AFV's obligations as provided in Section 8 (y) herein, AFV shall maintain the Shelter in good, operating condition to include, but not limited to:
 - (1) Building interior space areas (restrooms, lobby, corridors, carpet, flooring, employee break rooms/kitchens, office areas, doors, windows, closets, file rooms, copying and storage areas, ceiling).
 - (2) Building systems (refuse, telephone, lighting, security and fire).
 - (3) Building equipment (computer hardware and software, tables, desks, chairs, file cabinets, book shelves, office furniture, furnishings, printers, copying machines, fax machines, paper shredder, refrigerators, microwave ovens).
 - (4) Building exterior areas (landscaping and, where applicable, carpet and flooring).
 - (b) SCFA shall maintain certain aspects of the Shelter as follows:
 - (1) Building systems (electrical, gas, water, sewer and HVAC).
 - (2) Building equipment (window coverings and freezer units).
 - (3) Building exterior areas (parking lot, exterior lighting and signage, foundation, walls, doors, windows and roofing).
 - (c) AFV shall prepare a maintenance plan that contains policies and procedures detailing how it will address the maintenance obligations provided in Section 12(a). AFV shall provide said maintenance plan to the SCFA within three (3) months of contract execution for SCFA's review and approval.
 - (d) AFV shall obtain advance written approval from SCFA prior to entering into any contract for maintenance services with respect to Shelter maintenance to be performed by a third-party. AFV shall provide a copy of the proposed maintenance services contract to SCFA for its review prior to any approval decision being made by SCFA.
- 13. <u>Shelter Administration</u>. AFV shall perform administrative services to include, but not limited to, tracking all animals impounded, billings, budget monitoring, financial reporting, annual audit, computerized financial system.
- 14. Shelter Director. The SCFA hereby appoints the Director of AFV as the Shelter Director for the SCFA with all the powers, duties and obligations of Shelter Director as set forth in local ordinances pertaining to jurisdictions within the SCFA and authorizes the Shelter Director or designees of the Shelter Director to operate and manage Shelter activities on behalf of the SCFA.
- 15. <u>Powers of Shelter Director and Designees</u>. This contract does not limit the powers conferred or the duties imposed upon the Shelter Director or designees of the Shelter Director by

the ordinances of the members of the SCFA. The powers conferred and duties imposed upon the Shelter Director and the designees of the Shelter Director by their appointment as Animal Control Officers by County or by City or by State law are in addition to their powers and duties as Shelter Director and Animal Control Officers/Humane Officers for the SCFA.

16. Records. AFV shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles. Such records shall be maintained by AFV for a minimum of three (3) years. The records and/or Shelter operations of AFV shall be open to inspection and audit by the SCFA or its authorized representative on an annual basis or as is deemed necessary by the SCFA upon reasonable notice to AFV.

AFV shall provide the SCFA monthly financial statements by the last day of the following month, as well as a copy of a full annual financial statement for Shelter activities immediately upon completion thereof, but in no case later than three (3) months following the fiscal year. The monthly and annual financial statements shall contain a status report of all appropriations and expenditures by line item, any emergency expenditure, appropriation changes (increases or decreases or new/supplemental appropriations after original budget was approved) and remaining unspent balances including encumbered amounts by purpose. AFV shall also indicate in the annual financial statement how appropriations and expenditures were allocated to the SCFA.

17. <u>Compensation</u>. SCFA, the County, and AFV agree that the costs for services provided under this contract for Shelter Services shall be based on the budgeted amount of the actual program costs and expenses but not to exceed a total amount of \$1,000,000.00 to be charged to SCFA annually. Special or unanticipated costs shall be billed at the actual cost to provide such services to SCFA. AFV shall, at request of the SCFA, furnish reports on the number of animals processed through the Shelter on behalf of the SCFA.

It is further understood by both AFV and SCFA that the budgeted and appropriated amount for Shelter operations will not be increased during the fiscal year unless mutually agreed upon in writing. "Fiscal Year" as used herein, shall mean from July 1st of one year through June 30th of the following year. Therefore, if line item costs are higher than anticipated, the total budgeted amount shall govern and services may be reduced or eliminated or line item adjustments made after mutual consultation between AFV and SCFA. AFV, at its discretion, may make adjustments between line items provided such change(s) do not change the total budgeted amount. SCFA and AFV agree that if any portion of the budgeted amount of any fiscal year, or portion thereof, is unspent, the unspent amount shall be returned to the SCFA not

later than October 31st of the following fiscal year. If mutually agreed upon by the SCFA and AFV, the unspent amount may instead be credited toward the next fiscal year's budget.

Commencing within one month following contract execution, SCFA shall remit to AFV by the 25th day of each month one-twelfth of the operation of the Shelter as budgeted for that fiscal year.

- 18. Shelter Budget. Each February 15th, AFV shall provide an annual Animal Count Report to the SCFA that reports (i) the total number of animals sheltered for the previous calendar year and (ii) the total number of animals sheltered by each member agency for the previous calendar year. The SCFA shall use this report to allocate the next year Shelter operating budget among the member agencies. Each February 15th, AFV shall submit an annual operating budget for the following fiscal year to the SCFA for their approval.
- 19. <u>Spay/Neuter Deposits</u>. Spay/neuter deposits shall be kept in a segregated account by AFV pursuant to state law and spent for purposes authorized by law within the service area of this contract. State law (Food and Agriculture Code §31751) requires any deposit not claimed under subdivision (a) of Food and Agriculture Code §31751 shall be used only for the following purposes:
 - (a) A public education program to prevent overpopulation of cats and dogs.
 - (b) A program to spay or neuter cats and dogs.
 - (c) A follow-up program to assure that animals adopted from the Shelter are spayed or neutered.
 - (d) Spay/neuter voucher program.
- 20. <u>Fees, Charges, Costs and Other Revenues Credited to the SCFA</u>. The SCFA and AFV agree to the following provisions:
 - (a) Redemption of Animals. When an animal owner comes to the Shelter to obtain the return of his/her animal and upon presentation of sufficient proof of ownership, the animal owner shall pay any and all fees and charges due upon redemption all fees, charges and other revenues collected will be deposited by AFV into an AFV bank account as designated by AFV, no later than three (3) days after collection. AFV shall be responsible for clearance and payment of all checks or other non-cash remittances so deposited into AFV's account. AFV shall provide the SCFA a monthly accounting of all such deposits for each calendar month in such detail as reasonably required by the SCFA no later than the last day of the following month. Deposit balances shall be reconciled at the end of each fiscal year ending on June 30 with appropriate adjustments being made on behalf of SCFA or its member agencies.

(b) Adoption. If the person adopting an animal resides within the geographical boundaries of the SCFA, all fees, charges and other revenues collected and/or due will, upon payment, be deposited by AFV into an AFV bank account as designated by AFV no later than three (3) days after collection. AFV shall be responsible for clearance and payment of all checks or other non-cash remittances so deposited into AFV's account. AFV shall provide the SCFA a monthly accounting of all such deposits for each calendar month in such detail as reasonably required by the SCFA by no later than the last day of the following month. Deposit balances shall be reconciled at the end of each fiscal year ending on June 30 with appropriate adjustments being made on behalf of SCFA or its member agencies.

- (c) Non-City or County Adoption. Persons redeeming an animal at the Shelter or adopting an animal at the Shelter, who does not reside within the geographical boundaries of the SCFA, shall pay any and all fees, charges and other revenues due to AFV. AFV shall provide the SCFA a monthly accounting of all such deposits for each calendar month in such detail as reasonably required by the SCFA by no later than the last day of the following month. Deposit balances shall be reconciled at the end of each fiscal year ending on June 30 with appropriate adjustments being made on behalf of SCFA or its member agencies.
- (d) <u>Veterinary Care</u>. Costs of veterinary care at the Shelter or at a contract facility for livestock, if applicable, shall be included within the shelter operating budget. If outside veterinary services are needed for SCFA animals, such costs shall be charged first to the animal owner and then only to the SCFA if animal ownership is unknown, the animal owner is indigent or SCFA is required by law or judicial order to provide shelter and care. Costs of veterinary care are a budgeted line item in the shelter budget and costs shall be encumbered against that budget line.
- (e) <u>Amount of Fees</u>. All fees and charges levied by AFV on behalf of the SCFA or its member agencies for impound, board or adoption of animals shall not exceed the amount set by the appropriate City Councils or County Board of Supervisors.
- 21. <u>SCFA Review</u>. The Shelter shall be under the day-to-day management of AFV, but shelter operations as pertaining to services provided to animals from the SCFA members shall be subject to the review and comment by the SCFA.

The SCFA may request meetings with AFV, including the Shelter Director, as needed to:

(a) Recommend policies and procedures pertaining to overall Shelter operations.

- (b) Provide a review of the financial operations of the Shelter, review the budget, recommend cost control and revenue enhancement measures, and identify financial issues to be addressed.
- (c) Review shelter operations, as well as the findings and recommendations of all reports provided to the SCFA.
 - (d) Request and receive data and reports from staff as necessary.
- 22. <u>Service Standards and Performance Indicators</u>. It is the intent of the shelter services program to implement the program philosophy defined in this contract; and in furtherance of this philosophy, the SCFA and AFV shall jointly participate in developing mutually acceptable performance standards.
- 23. Retail Services. The Shelter may house a retail sales area to be operated by AFV that may sell animal food, pet supplies and materials and other items useful to pet owners. Revenues received from this source will be kept by AFV in a segregated account established by AFV to restock the retail store but may be used for other shelter-related purposes as mutually agreed upon by the SCFA and AFV. Any profits realized from the retail services may, at AFV's discretion, be applied to (i) the operational/maintenance cost of the Shelter, (ii) a public education program, or (iii) a low-cost spay/neuter program.
- 24. <u>Field Services</u>. AFV shall provide equal access to the Shelter to County field services personnel, AFV field services personnel, or any other field service provider contracted by a member agency to provide such services.
- 25. <u>Prohibition On Collateral Shelter Services</u>. AFV agrees not to provide sheltering services within the jurisdictional boundaries of the SCFA out of any other shelter facility that it operates in addition to the Shelter.
- 26. <u>Out-Of-Area Animals</u>. AFV agrees not to accept into the Shelter any animals that originate from outside the jurisdictional boundaries of the SCFA except that up to 5% of the Shelter's capacity can be used for such purpose provided that written permission is first obtained from SCFA's Program Administrator. All costs associated with the care, housing and treatment of such animals shall be entirely borne by AFV.
- 27. Prohibition On Comingling of SCFA and Non-SCFA Activities. AFV agrees that any contracts that it may have now or in the future with other local governmental agencies, that do not include SCFA or its member agencies, shall be treated separately and apart from this contract to operate the Shelter. In the event that AFV, through its contractual relationships with other local governmental agencies, desires to provide any non-SCFA related activities or services at the Shelter it shall first seek and obtain the written consent of SCFA with regard to such

proposed activities or services. "Activities or services" is defined to include, but is not limited to, the following: sheltering of animals (except as provided in Section 26), administrative staff overhead associated with contract administration of AFV's contracts with non-SCFA local governmental agencies, telephone calls and all other electronic means of communication, dispatch services, refueling, maintenance and parking of vehicles, storage, field services, licensing, administrative hearings, vaccinations or veterinary services performed for non-SCFA members

- 28. <u>Fundraising/Marketing Activities</u>. AFV may conduct appropriate fund raising activities on Shelter property with prior written notification to and written approval by, the Program Administrator of SCFA. Program Administrator shall respond to AFV's request within 10 business days. Said activities shall not interfere with public access or operations of the Shelter.
- 29. <u>Use of Classroom</u>. Use of the classroom space provided at the Shelter by members of the public shall be determined according to a plan developed by AFV on behalf of the SCFA. AFV shall establish and implement policies and procedures for classroom usage consistent with the provisions of this contract. In this regard, AFV shall submit to the SCFA within 3 months of contract execution, a classroom usage plan to incorporate the use of the classroom space at the Shelter by members of the public, for SCFA's consent, which will not be unreasonably withheld. Thereafter, said classroom usage plan shall be subject to annual review and approval by SCFA.
- 30. <u>Indemnification</u>. AFV shall defend, indemnify and save harmless the SCFA and the County, their officers, agents, authorized volunteers and employees, from any and all claims, demands and liability for damages for personal injury (including but not limited to death) or property damage suffered by reason of any act or omissions of AFV or AFV's employees, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by AFV or by AFV's employees, agents or contractors, which may arise out of or be connected with the performance or failure to perform by AFV of its duties and obligations pursuant to this contract, excepting such matters as may arise from the sole negligence or willful misconduct of the SCFA or its officers and employees.

Any payment, attorney fee, cost or expense the SCFA incurs or makes to or on behalf of any injured employee under its self-administered workers' compensation program which arises out of or is the result of any such act or omission of AFV, its employees, agents, contractors or subcontractors done or made in the performance of its duties and obligations hereunder, is included as a loss, expense or cost for the purposes of this paragraph.

The SCFA shall defend, indemnify and save harmless AFV and the County, their officers, agents, authorized volunteers and employees, from any and all claims, demands and liability for damages for personal injury (including but not limited to death) or property damage suffered by reason of any act or omissions of the SCFA or SCFA's employees, agents or contractors (exclusive of those employees and volunteers of AFV under this contract), or by reason of any dangerous or defective condition caused or permitted by the SCFA or by SCFA's employees, agents or contractors (exclusive of those employees and volunteers of AFV under this contract), which may arise out of or be connected with the performance or failure to perform by the SCFA of its duties and obligations pursuant to this contract, excepting such matters as may arise from the sole negligence or willful misconduct of AFV or its officers and employees.

Any payment, attorney fee, cost or expense AFV incurs or makes to or on behalf of any injured employee under its self-administered workers' compensation program which arises out of or is the result of any such act or omission of the SCFA, its employees, agents, contractors or subcontractors (exclusive of those employees and volunteers of AFV under this contract) done or made in the performance of its duties and obligations hereunder, is included as a loss, expense or cost for the purposes of this paragraph.

The provisions of this Section 29 shall survive the expiration or early termination of this contract.

31. <u>Insurance</u>. AFV shall secure public liability and property damage insurance or maintain self-insurance reserves as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. Said insurance shall be maintained in full force and effect during the term of this contract or renewals or extensions thereof. Such policy of insurance or self-insurance shall be for not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for liability purposes. Additionally, AFV shall maintain a policy of insurance or self-insurance shall be for not less than \$1,000,000 combined single limit for injuries, including accidental death, to any person and property damage arising for automobile usage. Any policy of insurance shall be placed with a company authorized to do business in the State of California. Copies of all policies or certificates of insurance or self-insurance shall be filed with the SCFA and shall include the SCFA as an additional insured. Said policies or certificates shall provide for thirty (30) days' written notice to the SCFA prior to reduction in coverage or cancellation.

The amounts of such insurance shall not be deemed a limitation of AFV's agreement to save and hold the SCFA harmless and if the SCFA becomes liable for an amount in excess of the insurance, AFV will save and hold the SCFA harmless from the whole thereof.

The SCFA reserves the right to request AFV to increase the amounts of insurance coverage described hereinabove, and to require any additional riders and provisions in said policies or certificates as shall be considered necessary by the Risk Manager or Cities Attorney's , consistent with the terms and conditions of this contract. The SCFA shall give notice of such request no later than January 15 of any year, and AFV shall comply with said increase or other change as of July 1 of the next fiscal year. Nothing herein prohibits AFV from including the additional costs, if any, necessitated by the SCFA's request in the estimated budget to be submitted by January 15th following the notice from the SCFA.

- 32. Workers' Compensation. AFV shall provide insurance or be self-insured as required by California law to protect said AFV from claims under the Workers' Compensation Act. Upon execution of this contract, AFV shall file with the SCFA either a certificate of insurance showing that such insurance is in effect or that AFV is self-insured for such coverage. Any certificate of insurance shall state that the SCFA will be given ten (10) days prior written notice before modification or cancellation thereof.
- 33 <u>Independent Contractor</u>. AFV and the officers, employees and agents of AFV, in the performance of this contract, shall act in an independent capacity and not as officers or employees of the SCFA. AFV acknowledges and agrees that the SCFA has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance. AFV as an independent contractor shall be responsible for any and all taxes that apply to AFV as an employer.
- 34. <u>No Third Party Beneficiary</u>. This contract among SCFA, the County, and AFV is intended for the mutual benefit of the three signing parties only. No rights are created under this contract in favor of any third party or any party who is not a direct signatory to this contract.
- 35. <u>Nondiscrimination</u>. During the performance of this contract, AFV agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California.

Further, AFV agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this contract.

36. Tax-Exempt Status of Bonds. The SCFA and AFV agree to the following provisions:

(a) It is the intention of SCFA and AFV that interest on the Bonds shall be and remain excludable from gross income for federal income tax purposes, and to that end the covenants and agreements of SCFA and AFV in this Section are for the benefit of the Trustee on behalf of and for each and every holder of the Bonds. AFV covenants and agrees that it will take or cause to be taken all such actions as are necessary within its power to be taken so that interest on the Bonds shall be and remain excludable from gross income for federal income tax purposes, and more specifically agrees as hereinafter provided.

- (b) AFV covenants and agrees that it will maintain its status as an organization described in section 501(c)(3) of the Code, and its exemption from federal income taxation under section 501(a) of the Code.
- (c) AFV covenants that all property acquired and constructed with the proceeds of the Bonds will operated by AFV, an organization described in section 501(c)(3) of the Code in furtherance of its 501(c)(3) exempt purposes or by a governmental unit.
- (d) AFV covenants that no portion of the Shelter will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises, all within the meaning of section 147(e) of the Code.
- (e) AFV covenants that no part in excess of five percent (5%) of the portion of the Shelter will be used for (i) activities constituting an unrelated trade or business, determined by applying section 513(a) of the Code, or (ii) activities constituting any trade or business of an entity other than a organization described in section 501(c)(3) of the Code or a governmental unit, if such use adversely affects the exclusion from gross income for federal income tax purposes of interest payable with respect to the Bonds.
- (f) AFV covenants to comply with the provisions of section 145(b) of the Code so as to assure that the aggregate amount of tax-exempt bonds allocated to AFV does not exceed the limits specified in that section.
- (g) AFV further agrees that it shall not discriminate on the basis of race, creed, color, sex or national origin in the lease, use or occupancy of the Shelter or in connection with

the employment or application for employment of persons for the operation and management of the Shelter.

- (h) AFV further warrants and covenants that it has not executed and will not execute any other agreement, or any amendment or supplement to any other agreement, with provisions contradictory to, or in opposition to, the provisions hereof, of the Indenture and of the Lease Agreement, and that in any event, the requirements of this Agreement, the Lease Agreement and the Indenture are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith and therewith.
- (i) So long as the bonds are outstanding, except as otherwise permitted by this Agreement, the Shelter shall be used by AFV only for the purposes of performing services relating to its status as an organization described in Section 501(c)(3) of the code and consistent with the permissible scope of AFV's authority and will not be used in any unrelated trade or business of AFV or in the trade or business of any person or entity other than AFV.
- (j) AFV occupies the Shelter and intends to operate the Shelter or cause the Shelter to be operated as a "project" within the meaning of the Act, until the date on which all of the Bonds have been fully paid.
- (k) AFV will not take any action which would cause the interest on the Bonds to become includable in gross income of the recipient for federal income tax purposes under the Code (including without limitation, intentional acts under Tres. Reg.. Section 1.148-2(c) or deliberate action within the meaning or Tres. Reg. Section 1.141-2(d)), and AFV will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest payable on the Bonds does not become includable in gross income of the recipient for federal income tax purposes under the Code.
- (l) AFV will aid and assist SCFA in connection with preparing and submitting to the Internal Revenue Service a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code.
- (m) The Shelter is a property of the character subject to the allowance for depreciation under Section 167 of the Code.

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37. <u>Venue</u>. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this contract shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this contract to recover any damages for and on account of the breach of any term or condition of this contract, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

38. <u>Assignment</u>. It is mutually understood and agreed that this contract shall be binding upon AFV and its successors. Neither this contract nor any part thereof nor any moneys due or to become due hereunder may be assigned by AFV without the prior written consent and approval of the SCFA and the County. SCFA and AFV hereby agree to the full performance of the covenants contained herein.

39. <u>Notices</u>. All notices, requests, consents, approvals or other communications between the parties in connection with this contract shall be deemed given if addressed to the recipient party at its last known address and, with postage prepaid, deposited in the United States mail. The current addresses and phone numbers of the parties are as follows:

SCFA

SCFA
Program Administrator
4080 Lemon Street, 4th Floor
Riverside, CA 90501
(951) 955-1100

<u>AFV</u>

Animal Friends of the Valleys Director 33751 Mission Trail Wildomar, CA 92595 (951) 674-0618

COUNTY

County Executive Office County Administrative Center 4080 Lemon Street, 4th Floor Riverside, CA 92501 (951) 955-1100

Either party, upon notice to the other, may from time to time change its mailing address. Use of e-mail communication between the parties may be used in addition to, but not in replacement of, the normal mailing requirements identified above.

1	40. Amendments. Any amendments, including any supplements, to this contract shall be			
2	in writing and shall have the approval of the Board of Directors of the SCFA and AFV and the			
	Board of Supervisors of the County. This is the entire agreement for shelter services and			
3	supersedes any prior written or oral agreement inconsistent herewith. Any amendment will be			
4	presented to the Executive Management Committee prior to SCFA approval.			
5				
6	IN WITNESS WHEREOF the parties hereto have caused this contract to be executed by			
7	their authorized officers on the day and year first above written.			
8				
9	Southwest Communities Financing Authority, a Joint Powers Authority	Animal Friends of the Valleys, a California non-profit corporation		
10	Joint Fowers Additionty	Camornia non-profit corporation		
11	By	By		
12	Chairman, Board of Directors	President, Board of Directors		
13				
14	Attest:	Attest		
15	-			
16	By			
17	Secretary			
18				
19				
	Approved as to Form:	Approved as to Form:		
20				
21	By SCFA Attorney	AFV Attorney		
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23				
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1	COUNTY OF RIVERSIDE, a legal subdivision of the State of California	
2		Recommended For Approval:
3	n	
4	By MARION ASHLEY	By BILL LUNA
5	Chairman, Board of Supervisors	County Executive Officer
6		
7	Approved as to Form:	Attest:
8	PAMELA J. WALLS	KECIA HARPER-IHEM
9	County Counsel	Clerk to the Board
10		
11	By	By
12	DAVID H. K. HUFF Deputy County Counsel	Deputy
13		(SEAL)
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EXHIBIT A

COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICES POLICY AND PROCEDURE

POLICY NUMBER: 412

SUBJECT: Shelter and Kennel Sanitation Procedure

SCOPE: Applicable to all Personnel

EFFECTIVE DATE: June 6, 2005

PURPOSE:

The purpose of this policy is to outline the procedure of animal care sanitation to provide for the utmost disease control of the animal shelter environment while keeping the stress level of the animals at the lowest level possible.

OBJECTIVE:

Proper cleaning techniques are critical for keeping animals healthy within a shelter environment. This can only be accomplished through specific principle awareness training regarding disease transmission followed by strict attention to detail in the actual cleaning practices. The health of the animal population begins at the sanitation level and is viewed as one of the most critical functions of the animal care department.

CLEANING CONCEPTS:

- A. Hands are the most common means of fomite transmission. A fomite is an inanimate object or substance that is capable of transmitting infectious organisms from one individual to another. Frequent hand washings, glove changing and/or the use of hand sanitizer between touching and handling the animals, along with sanitizing the objects contacting animals, prior to handling other animals is paramount in preventing fomite transmission.
- B. When removing an animal from it's cage (for any reason), a conscious effort should be made to return it to the same cage, if possible, to avoid the spread of any type of disease the animal may carry.
- C. All objects that an animal comes in contact with need to be cleaned and disinfected. This includes traps, carriers, restraint poles, muzzles, leashes, examination tables, scales, medical instruments, toys, bowls, etc.
- D. All cage and truck box surfaces need to be cleaned, including the floor, ceiling, walls, door, latches and handles.

E. All areas must be kept as dry as possible. A wet environment is a prime breeding ground for contagious organisms and tends to harbor odors. Animals that are wet have a compromised ability to stay warm, predisposing them to skin diseases and the potential of weakening their immune system.

#1 Physical Cleaning: This process is the removal of waste and organic materials from an environment such as feces, urine and discharge from nose, mouth etc.

- ✓ <u>Step A</u>: Move animal out of the area to be cleaned.
- ✓ <u>Step B</u>: Scoop up all organic matter and place into plastic receptacle and dispose of properly. Do not use a spray of water to flush the matter down the kennel drain. Spraying water at organic matter may splash it into the air or onto other surfaces. Once all organic matter has been removed, spray enclosures with water to rinse away all contaminants remaining in the kennel. Always rinse from the top to the bottom so as to rinse all of the remaining germs and bacteria down the drain without splashing it around.
- ✓ <u>Step C</u>: Dispose of all organic matter that has been gathered in the plastic lined receptacle by dumping down the main drain in the Receiving area. After disposal, thoroughly flush the main drain. Dispose of plastic liners in outside trash dumpster and place all soiled laundry in laundry basket and take to soiled laundry area immediately. Do not wait to until after you have cleaned area as these items can harbor bacteria and should not accumulate on the floor in the kennel, cattery or any hallway for any length of time. Once this is done, use the sanitation process (see #2 below) to thoroughly clean the plastic receptacle and all scooping equipment.

#2 Sanitation: This process is the killing or "removal of a number of bacterial contaminants to a safe level" (Green, 1998) Sanitation is done by the application of a chemical solution, however, it does not achieve the same level of kill as with disinfectants.

- ✓ <u>Step A</u>: Prepare the degreaser solution according to manufacture guidelines and OSHA standards.
- ✓ <u>Step B</u>: Use a scrub brush with the degreaser solution to clean the kennel completely, including top, sides (front and rear) and bottom. Remember to start from the top and work your way down. Also, do not forget to clean the front and side gates, inside and out. Rinse with water from the top to the bottom of the kennel and squeegee out the kennel.
- * Degreasing is done due to the periodic buildup of animal oils on the kennel/cage walls or bases and should be done at a minimum of once a week.

- #3 Disinfection: This process will kill most of the organisms in a given area and is achieved by the application of a chemical solution. True disinfections accomplish the killing of all bacterial and viral pathogens, with the exception of bacterial spores.
 - ✓ <u>Step A</u>: Prepare the disinfectant in accordance with manufacture guidelines and OSHA standards and ensure that the kennel is free from all debris or excrement.
 - ✓ <u>Step B</u>: Spray the entire cage with the disinfectant solution including top, sides (front and rear) and bottom.
 - ✓ <u>Step C</u>: Allow the disinfectant to set for as long as the manufacture recommends, or ten minutes at the minimum.
 - ✓ <u>Step D</u>: Rinse the cage with water from top to bottom. Thorough rinsing will eliminate all remaining disinfectant which can be an irritant to the eyes, respiratory passages or skin of the animals.
 - ✓ <u>Step E</u>: Squeegee away any standing water.
 - ✓ <u>Step F</u>: Use paper towels to absorb any remaining standing water. Dispose of the used paper towel(s) in the proper refuse bin. Do not reuse the paper towel(s) for any reason.
 - ✓ <u>Step G</u>: When the kennel is dry, return all properly cleaned/sanitized bowls and bedding. Return the animal in the kennel.

ANIMAL CARE PROCEDURES BY AREA:

Receiving Area:

- 1. Read all information on the kennel card to familiarize you with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.).
- 2. If you notice any problems with the animal, contact the veterinary staff immediately. DO NOT clean the cage prior to notifying the veterinary staff as excrement samples may need to be saved in order for the technician to conduct a proper evaluation of the animal. If the veterinary staff needs to evaluate the animal, hang an evaluation card on the cage for the Veterinarian, Veterinary Assistant, or Animal Care Technician (ACT) to fill out. If the veterinary staff are notified and have taken over the case, proceed to the next cage for cleaning and come back to that cage to clean after the animal(s) has been cared for and necessary samples have been obtained.
- 3. Remove the animal from the cage. Medium to large dogs are to be clipped to a leash and attached to the outside of the cage, ensuring that they are unable to

- make contact with any other animals. Small dogs and cats are to be placed in an appropriately sized crate.
- 4. Remove all dirty towels, blankets, litter boxes and bowls from the cage and wipe out all unnecessary debris, such as newspaper, cat litter, feces or urine.
- 5. Spray all six sides of the cage with the Triple Two solution and allow for the 10 minute contact time.
- 6. Wipe out all solution with paper towels. Discard used paper towels in the appropriate trash receptacle.
- 7. If an animal is moved from the Receiving Area cage to a permanent location, repeat steps above after move out.
- 8. If the animal is staying in the Receiving Area, return the animal in the cage. If it will be remaining in the cage for longer than thirty minutes or if it exhibits any sign of dehydration, thinness or exhaustion, water or food should be offered unless immediate veterinary care is needed in which case step #2 above should be followed.
- 9. Cats placed in the Receiving Area for an extended time (30 minutes or longer) must have a litter box available to them.
- 10. All dirty laundry should be placed immediately in the dirty laundry receptacle and all dirty bowls should be taken to the dish room for cleaning.
- 11. Cage bank tops and sides must be cleaned daily.
- 12. Once all cages have been cleaned, sweep the entire floor and mop with Triple Two. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.
- 13. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 14. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 15. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste.
- 16. All walls are to be cleaned on a weekly basis with Triple Two.
- 17. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).

- 18. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.
- 19. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Cat /Kitten Areas:

- 1. Read all information on the kennel card to familiarize yourself with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.).
- 2. If you notice any problems with the animal, contact the veterinary staff immediately. DO NOT clean the cage prior to notifying the veterinary staff as excrement samples may need to be saved in order for the technician to conduct a proper evaluation of the animal. If the veterinary staff needs to evaluate the animal, hang an evaluation card on the cage for the Veterinarian, Veterinary Assistant, or Animal Care Technician (ACT) to fill out. If the veterinary staff are notified and have taken over the case, proceed to the next cage for cleaning and come back to that cage to clean after the animal(s) has been cared for and necessary samples have been obtained.
- 3. Remove the animal from the cage and place in an appropriately sized crate. (Small dogs or puppies are sometimes housed in these areas as well).
- 4. Remove all dirty towels, blankets, litter boxes and bowls and wipe out all unnecessary debris, such as newspaper, cat litter, feces or urine.
- 5. Spray all six sides of the cage with the Triple Two solution and allow for the 10 minute contact time. Make sure to thoroughly clean all cage doors (front and back) and latches.
- 6. Remove all of solution with paper towels and discard the used paper towels in the appropriate trash receptacle.
- 7. Place new paper in cage. *NOTE: fresh paper must be put in the cage during each cleaning placing a stack of paper in the cage and then removing one layer when soiled is unacceptable.
- 8. Litter pans must be dumped and replaced with clean litter for resident cats. If the animal is new to this cage, then a clean litter box with fresh litter is to be given.

- 9. Clean bowls with fresh food and water should be placed in the cage, being sure not to overfeed. A ½ cup of dry cat food and one can of wet cat food should be given to each cat per day.
- 10. Return the animal into the cage.
- 11. Immediately place all dirty laundry in the appropriate receptacle and take all dirty bowls to the dish room for cleaning.
- 12. Cage bank tops and sides must be cleaned on a daily basis.
- 13. Once all cages have been cleaned, sweep the entire floor and mop with Triple Two. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.
- 14. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 15. All windows must be cleaned on a daily basis.
- 16. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 17. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste. Litter boxes are to be checked and scooped as necessary. Check to ensure that all animals have water and a clean, dry cage. Clean and replenish water as needed.
- 18. All walls are to be cleaned on a weekly basis with Triple Two.
- 19. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).
- 20. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.
- 21. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Dog Kennels:

- 1. Read all information on the kennel card to familiarize yourself with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.).
- 2. If you notice any problems with the animal, contact the veterinary staff immediately. DO NOT clean the cage prior to notifying the veterinary staff as excrement samples may need to be saved in order for the technician to conduct a proper evaluation of the animal. If the veterinary staff needs to evaluate the animal, hang an evaluation card on the cage for the Veterinarian, Veterinary Assistant, or Animal Care Technician (ACT) to fill out. If the veterinary staff are notified and have taken over the case, proceed to the next cage for cleaning and come back to that cage to clean after the animal(s) has been cared for and necessary samples have been obtained. Further, if you notice bloody stools or diarrhea, contact the veterinary staff immediately and do not handle the animal.

T-Kennels:

- a. Remove the animal(s) from the cage. (Small dogs or puppies are sometimes housed in these areas in T-Kennels) Small dogs and puppies are to be placed in an appropriate sized crate. Dogs housed in T-Kennels may either be placed in an appropriately sized crate or the partition in the middle of the cage may be used to segregate the animal for cleaning.
- b. Remove all dirty towels, blankets and bowls and wipe out all unnecessary debris, such as newspaper, feces or urine.
- c. Spray all six sides of the cage with the Triple Two solution and allow for the 10 minute contact time before rinsing.
- d. Remove all solution with paper towels and then discard the used paper towels in an appropriate trash receptacle.
- e. If blankets or towels had been in the cage for the animal(s), replace them with clean ones along with clean bowls of fresh food and water.
- f. Return the animal(s) into the cage.

Large Kennels:

- a. Dogs must be removed by leash and clipped to the kennel door or wall mount, making sure that they are unable to come in contact with any other animals.
- b. Remove all dirty towels, blankets and bowls and then rinse all debris from the kennel.

- c. Spray the entire kennel with foam concentrate Triple Two, including all kennel doors, walls, floor and the partition.
- d. Scrub all areas of the kennel making sure to include the front and back of the cage door. Allow for 10 minutes of contact time before rinsing.
- e. Spray the entire area of the kennel with fresh water to remove all chemicals. NOTE: residual chemicals can cause eye, skin or respiratory irritation to the animals.
- f. If blankets or towels had been in the cage for the animal(s), replace them with clean ones along with clean bowls of fresh food and water.
- g. Return the animal(s) into the cage.
- 4. Immediately place all dirty laundry in the appropriate receptacle and take all dirty bowls to the dish room for cleaning.
- 5. Cage bank tops and sides must be cleaned on a daily basis.
- 6. Once all cages have been cleaned, sweep the entire floor and mop with Triple Two. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.
- 7. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 8. All windows must be cleaned on a daily basis.
- 9. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 10. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste. Litter boxes are to be checked and scooped as necessary. Check to ensure that all animals have water and a clean, dry cage. Clean and replenish water as needed.
- 11. All walls are to be cleaned on a weekly basis with Triple Two.
- 12. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).
- 13. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.

14. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Puppy Area:

- 1. Read all information on the kennel card to familiarize yourself with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.).
- 2. If you notice any problems with the animal, contact the veterinary staff immediately. DO NOT clean the cage prior to notifying the veterinary staff as excrement samples may need to be saved in order for the technician to conduct a proper evaluation of the animal. If the veterinary staff needs to evaluate the animal, hang an evaluation card on the cage for the Veterinarian, Veterinary Assistant, or Animal Care Technician (ACT) to fill out. If the veterinary staff are notified and have taken over the case, proceed to the next cage for cleaning and come back to that cage to clean after the animal(s) has been cared for and necessary samples have been obtained. Further, if you notice bloody stools or diarrhea, contact the veterinary staff immediately and do not handle the animal.
- 3. Remove the animal(s) from the cage. (Small dogs and puppies are sometimes housed in these areas) Small dogs and puppies are to be placed in an appropriate sized crate.
- 4. Remove all dirty towels, blankets and bowls and wipe out all unnecessary debris, such as newspaper, feces or urine.
- 5. Spray all five sides of cage with Triple Two solution and allow for the 10 minute contact time before wiping down.
- 6. Wipe out the puppy pen with a cloth towel. A new towel must be used for each pen so as to prevent cross-contamination of possible disease or illness.
- 7. If the animal(s) are using blankets or towels, replace with clean ones along with clean bowls of fresh food and water.
- 8. Return the animal(s) to the cage.
- 9. Immediately place all dirty laundry in the appropriate dirty laundry receptacle and dirty bowls to the dish room for cleaning.
- 10. Once all cages have been cleaned, sweep the entire floor and mop with Triple Two. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.

- 11. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 12. All windows must be cleaned on a daily basis.
- 13. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 14. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste. Litter boxes are to be checked and scooped as necessary. Check to ensure that all animals have water and a clean, dry cage. Clean and replenish water as needed.
- 15. All walls are to be cleaned on a weekly basis with Triple Two.
- 16. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).
- 17. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.
- 18. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Cat Isolation / Quarantine Areas:

- 1. Read all information on the kennel card to familiarize yourself with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.).
- 2. If you notice any problems with the animal, contact the veterinary staff immediately. DO NOT clean the cage prior to notifying the veterinary staff as excrement samples may need to be saved in order for the technician to conduct a proper evaluation of the animal. If the veterinary staff needs to evaluate the animal, hang an evaluation card on the cage for the Veterinarian, Veterinary Assistant, or Animal Care Technician (ACT) to fill out. If the veterinary staff are notified and have taken over the case, proceed to the next cage for cleaning and come back to that cage to clean after the animal(s) has been cared for and necessary samples have been obtained. Note and report to the veterinary staff if the cats' food looks to be untouched and cat is not eating. Also report if the cage floor is covered with flea dirt or if the cat is flea infested. Any changes in the

- animal's behavior or health must be brought immediately to the veterinary staff for further evaluation.
- 3. Special precaution must be taken when dealing with animals that are or potentially sick, zoonotic or potentially dangerous. Zoonotic diseases are diseases that animals can transmit to humans such as the rabies virus. Animals with these qualifications require special attention to employee asepsis and personal sanitation techniques. Always wear gloves or wash your hands immediately after handling sick animals and prior to touching co-workers or other animals. In addition, always follow the departmental animal handling guidelines when working with aggressive or dangerous cats. Read all cage card information and animal notes in Chameleon prior to handling or moving animals showing these traits. *NOTE: Work Release and volunteers must not to be assigned to work in these areas.
- 4. Remove the animal(s) from the cage. (Small dogs or puppies are sometimes housed in these areas) Small dogs and cats are to be placed in an appropriately sized crate.
- 5. Remove all dirty towels, blankets, litter boxes and bowls and wipe out all unnecessary debris such as newspaper, cat litter, feces or urine.
- 6. Spray all six sides of the cage with Kennel Care solution and allow no less than 10 minutes of contact time before removing the solution.
- 7. Wipe out all solution with paper towels and discard the used paper towels in an appropriate trash receptacle.
- 8. Place new paper in cage. *NOTE: fresh paper must be put in the cage during each cleaning placing a stack of paper in the cage and then removing one layer when soiled is unacceptable.
- 9. Litter pans must be dumped and replaced with clean litter for resident cats. If the animal is new to this cage, then a clean litter box with fresh litter is to be given.
- 10. Clean bowls with fresh food and water should placed in cage, being sure to not overfeed. A ½ cup of dry cat food and one can of wet cat food should be given to each cat per day.
- 11. Return the animal into the cage and clean the carrier prior to moving the next animal into it.
- 12. All dirty laundry is to be placed immediately in the dirty laundry receptacle. *NOTE: if an animal had Panleukopenia, Parvo or Distemper then all bedding should be placed immediately in a double-sealed plastic bag and taken to the outside trash dumpster and thrown away. **Do not reuse.**

- 13. Deliver all dirty bowls to the dish room for cleaning. Extra precaution must be taken to keep the dirty bowls from coming in contact with any other surfaces.
- 14. Cage bank tops and sides must be cleaned on a daily basis.
- 15. Once all cages have been cleaned, sweep the entire floor and mop with Triple Two. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.
- 16. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 17. All windows must be cleaned on a daily basis.
- 18. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 19. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste using the same precautionary techniques mentioned above. Litter boxes are to be checked and scooped as necessary. Check to ensure that all animals have water and a clean, dry cage. Clean and replenish water as needed.
- 20. All walls are to be cleaned on a weekly basis with Triple Two.
- 21. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).
- 22. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.
- 23. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Dog Isolation / Quarantine Areas:

- 1. Read all information on the kennel card to familiarize yourself with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.).
- 2. If you notice any problems with the animal, contact the veterinary staff immediately. DO NOT clean the cage prior to notifying the veterinary staff as excrement samples may need to be saved in order for the technician to conduct a

proper evaluation of the animal. If the veterinary staff needs to evaluate the animal, hang an evaluation card on the cage for the Veterinarian, Veterinary Assistant, or Animal Care Technician (ACT) to fill out. If the veterinary staff are notified and have taken over the case, proceed to the next cage for cleaning and come back to that cage to clean after the animal(s) has been cared for and necessary samples have been obtained. Note and report to the veterinary staff if the animal's food looks to be untouched as this gives probably indication that the animal is not eating. Also report if the cage floor is covered with flea dirt or if the cat is flea infested. Any changes in the animal's behavior or health must be brought immediately to the veterinary staff for further evaluation.

3. Special precaution must be taken when dealing with animals that are or potentially sick, zoonotic or potentially dangerous. Zoonotic diseases are diseases that animals can transmit to humans such as the rabies virus. Animals with these qualifications require special attention to employee asepsis and personal sanitation techniques. Always wear gloves or wash your hands immediately after handling sick animals and prior to touching co-workers or other animals. In addition, always follow the departmental animal handling guidelines when working with aggressive or dangerous dogs. Read all cage card information and animal notes in Chameleon prior to handling or moving animals showing these traits. *NOTE: Work Release and volunteers must not to be assigned to work in these areas.

T-Kennels:

- a. Remove the animal(s) from the cage. (Small dogs or puppies are sometimes housed in these areas in T-Kennels) Small dogs and puppies are to be placed in an appropriate sized crate. Dogs housed in T-Kennels may either be placed in an appropriately sized crate or the partition in the middle of the cage may be used to segregate the animal for cleaning.
- b. Remove all dirty towels, blankets and bowls and wipe out all unnecessary debris, such as newspaper, feces or urine.
- c. Spray all six sides of the cage with the Triple Two solution and allow for the 10 minute contact time before rinsing.
- d. Remove all solution with paper towels and then discard the used paper towels in an appropriate trash receptacle.
- e. If blankets or towels had been in the cage for the animal(s), replace them with clean ones along with clean bowls of fresh food and water.
- f. Return the animal(s) into the cage.

Large Kennels:

- a. Dogs must be removed by leash and clipped to the kennel door or wall mount, making sure that they are unable to come in contact with any other animals.
- b. Remove all dirty towels, blankets and bowls and then rinse all debris from the kennel.
- c. Spray the entire kennel with foam concentrate Triple Two, including all kennel doors, walls, floor and the partition.
- d. Scrub all areas of the kennel making sure to include the front and back of the cage door. Allow for 10 minutes of contact time before rinsing.
- e. Spray the entire area of the kennel with fresh water to remove all chemicals. NOTE: residual chemicals can cause eye, skin or respiratory irritation to the animals.
- f. If blankets or towels had been in the cage for the animal(s), replace them with clean ones along with clean bowls of fresh food and water.
- g. Return the animal(s) into the cage.
- 15. Immediately place all dirty laundry in the appropriate receptacle and take all dirty bowls to the dish room for cleaning. *NOTE: if an animal had Panleukopenia, Parvo or Distemper then all bedding should be placed immediately in a double-sealed plastic bag and taken to the outside trash dumpster and thrown away. **Do not reuse.**
- 16. Cage bank tops and sides must be cleaned on a daily basis.
- 17. Once all cages have been cleaned, sweep the entire floor and mop with Triple Two. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.
- 18. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 19. All windows must be cleaned on a daily basis.
- 20. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 21. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste. Check to ensure that all animals have water and a clean, dry cage. Clean and replenish water as needed.

- 22. All walls are to be cleaned on a weekly basis with Triple Two.
- 23. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).
- 24. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.
- 25. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Critter Cages:

- 1. Remove critter from cage, if necessary, and put into an appropriate carrier or ball. Refer to animal handling guidelines for proper critter handling.
- 2. Remove the tray, if any, and dump newspaper or shavings. Scoop or dump out any litter from the cage and spray entire cage with Triple Two.
- 3. Spray all six sides of the cage with the Triple Two solution and allow for the 10 minute contact time before rinsing. If the cage wire is dirty, take the cage outside and spray with the hose to clean.
- 4. Remove all solution with paper towels and then discard the used paper towels in an appropriate trash receptacle.
- 5. Replace with new newspaper, shavings or critter litter, food and water.
- 6. Tiles should be used for the wire mesh cages and placed in a sleeping area for the critter to stand on.
- 7. Return the critter to its original cage and clean out the carrier or ball prior to using for the next critter.
- 8. All dirty bowls are taken to the dish room for cleaning. Extra precaution should be taken to keep the dirty bowls from coming in contact with any other surfaces.
- 9. Once all cages are clean, pull all of the cages away from the walls, sweep and then mop the entire floor using the Triple Two solution. Place the "Caution: Wet Floor" signs in plain view around the area that is being mopped and leave them there until the floor has dried.

- 10. Cage bank tops and sides must be cleaned daily.
- 11. In addition to mopping with Triple Two, the floor must be mopped weekly with a degreaser to avoid buildup.
- 12. All windows must be cleaned on a daily basis.
- 13. Restock all supplies needed for this area on a daily basis. These areas must also be organized and cleaned on a daily basis.
- 14. Spot cleaning is to be performed every hour throughout the day, or sooner if necessary, to remove solid waste. Check to ensure that all animals have water and a clean, dry cage. Clean and replenish water as needed.
- 15. All walls are to be cleaned on a weekly basis with Triple Two.
- 16. All contact surfaces should be cleaned daily (I.e., exam tables, shelves, door knobs, etc.).
- 17. All equipment (including nets, poles, cages, etc.) will be inspected daily and prior to use and all broken or nonfunctional equipment should be brought to the supervisor's attention immediately.
- 18. All cleaning equipment (i.e., squeegees, mops, etc.) must be used in specifically designated areas only. Mops and squeegees used in areas where animals are processed, housed or treated are not to be used in employee or public hallways. Separate mops and squeegees must be used for these areas.

Outside Kennel Areas:

- 1. Read all information on the kennel card to familiarize yourself with the disposition of the animal(s) held within the specific cage. (I.e., caution, aggressive, in pain, etc.). Some animals may be outside under Clinic direction.
- 2. Remove the animal(s) from run and clip them to the inside of the walkway door.
- 3. Pick up all loose items including bowls, toys etc.
- 4. Scoop all feces with the pooper scooper and discard into the appropriate receptacle.
- 5. Rinse all debris from the kennel, including walkway, down the drain.

- 6. Spray the entire kennel with foam concentrate Triple Two, including all kennel doors, walls, floor and walkway and allow for the 10 minute contact time before rinsing.
- 7. Spray all areas of the kennel and walkway with fresh water to eliminate any chemical residue from these areas.
- 8. Squeegee the entire run and ensure dryness.
- 9. Return the animal(s) and all toys to kennel along with clean bowls of fresh food and water.
- 10. Squeegee all excess water from around the kennel out into drainage areas.

PROCEDURES FOR MOVING ANIMALS:

- 1. When moving animals to a new cage or kennel location, all associated paperwork must be gathered and moved to the new location.
- 2. If the animal is not wearing an identification collar, one must be placed on the animal prior to moving them.
- 3. Prior to movement, select an open cage or kennel from the new area and ensure that it is clean and sanitized.
- 4. Move the animal to the new location and attach the kennel card to the exterior front of the cage.
- 5. Take the animal receipt to the nearest computer and pull up the record by animal ID# after logging in under your ID. *It is prohibited by department policy to use another employees' login ID.
- 6. From the kennel screen, enter the new location under the kennel number. Update the record by pushing F8. *It is the sole responsibility of the person moving the animal to update the new location in Chameleon.
- 7. When completed, take the animal receipt to the area filing system and file it under the appropriate cage or kennel location.

CLEANING PROCEDURES FOR LITTER PANS AND BOWLS:

1. Remove all food from the bowls. (NOTE: bowls are always to be cleaned prior to litter pans). Wash all bowls with Triple Two and rinse thoroughly before setting out to air dry.

2. Scrape out each litter pan. Fill the sink full with the appropriate ratio of water and Triple Two solution. Soak for ten minutes before rinsing with clean water and setting out to air dry.

SPOT CLEANING FOR CAT CAGES:

- 1. Remove the cat(s) from the cage and place in a clean carrier. Wipe out any excess food, water and litter from the cage using paper towels. Clean out the litter pan with a scooper and add more if needed.
- 2. When filling litter pans, use only one scoop per litter pan. If the cat has been adopted, reclean the cage. Make sure that the water bowls have plenty of water and fill the food bowls half way full.

SPOT CLEANING CRITTER ROOM:

- Spot check rabbit cages by filling the changing tray with clean newspaper and checking the food and water bowls.
- Spot check the small rodents to ensure clean litter, food and water bowls.
- Make sure empty cages are clean and re-setup with clean supplies, water and food for incoming animals.

SPOT CLEANING DOG KENNELS:

- Spot check kennels for feces and hair in all dog kennel areas. Spray out all debris into drainage trough.
- Re-foam kennels if needed.
- Spot check the outside runs and surrounding building grass and planter areas for trash and feces. Clean as needed.

FEEDING PROCEDURES:

See feeding guidelines for procedure.

BLEACHING OUT PROCEDURE:

- Remove all animals from the kennel wing or cage bank and place into a clean, temporary area.
- Remove all debris and discard all paper products or animal toys that cannot be cleaned.
- Rinse entire area to ensure there are no remaining chemicals from normal cleaning procedures.
- Foam entire area with bleach concentrate foam dispenser.
- Allow a minimum contact time of ten minutes.
- Thoroughly rinse the area with fresh water.
- Place only clean items into cages or kennels.

- Feed and water as necessary.
- Return animals back into appropriate cages or kennels.

VARIATIONS BETWEEN SHELTERS / EQUIPMENT:

The three step process described in this policy will vary from shelter to shelter as well as from animal to animal but the principles remain the same. Animal carrying trucks, cat habitats, aquariums, leashes and gloves are just a few examples of the equipment exposed to animals that need to be cleaned and sanitized. For items not covered in the policy, please see your supervisor for specific methods. It is vital to always use the safety equipment provided.

Conclusion:

Proper cleaning techniques are critical for maintaining healthy animals within a shelter environment. This can only be accomplished through the strictest attention to detail in the cleaning practices and staff awareness of the principles regarding disease transmission. Tireless diligence is expected from all staff with regards to the care and husbandry of the animals in our facilities.

Signature: _	(Robert Miller signature)
_	Director of Animal Services