

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

624



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
April 27, 2011

SUBJECT: Ratify the contract No. 11-009 with the City of Blythe for animal shelter services to the City.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the contract between the City of Blythe and the County of Riverside for the performance period of July 1, 2010 through June 30, 2011 in the amount of \$50,004;
- 2) Authorize the Chairperson to execute three (3) original copies of the contract on behalf of the County of Riverside.

BACKGROUND:

The City of Blythe the "City" is desirous of contracting with the County of Riverside Department of Animal Services "DAS" to provide a broad range of animal shelter activities pursuant to this contract. The contract's purpose is to safeguard the health and safety of the population of the City's human and domestic animal population as well as to promote the humane treatment of animals. The County of Riverside will house the City's animals at the Blythe Animal Shelter located at 16450 W. Hobson Way and move to the replacement shelter located at S. 245 Carlton Avenue upon opening.

Robert Miller

Robert Miller, Director
Department of Animal Services

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|-----------------------|--------------------------------------|-----------|--------------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 50,004 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 10/11 |

| | | |
|---|---|-------------------------------------|
| SOURCE OF FUNDS: 100% funded by the City of Blythe | Positions To Be Deleted Per A-30 | <input checked="" type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

Debra Cournoyer

Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: DAVID H.K. HUFF
 DATE: 5/4/2011
 Department of Animal Services

- Policy
- Consent
- Policy
- Consent

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

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



| | | | |
|--|------------------------------|--|-----------------|
| COUNTY DEPT/DIVISION Department of Animal Services | | CONTRACT NO. 11-009 | RFP NO. ---- |
| FUND: 10000 | DEPARTMENT ID: 4200600300 | PROJECT-GRANT HS600012 | PROGRAM |
| CLASS/LOCATION 0901 | | CONTRACT AMOUNT \$50,004 | |
| PERIOD OF PERFORMANCE: | | July 1, 2010 through June 30, 2011 | |
| COUNTY CONTACT: Frank Corvino (951) 358-7441 Betsey Webster (951) 358-7314 | | CONTRACTOR REPRESENTATIVE: David Lane (760) 922-6161 x236 | |
| PROGRAM NAME: Animal Shelter Services to the City | | | |

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, Department of Animal Services, hereinafter referred to as COUNTY, and City of Blythe, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to 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 City of Blythe, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

WHEREAS, the CITY wishes to comply with state mandates regarding animal control; and

WHEREAS, COUNTY has the personnel and experience to provide such Shelter services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 8, Exhibit A consisting of 7 pages, and Exhibit B consisting of 1 page, attached hereto and incorporated herein.

By *[Signature]*
CITY

David A. Lane
Print Name

ATTEST: *Melany Sutherland, city clerk*

Date 4/27/11

By _____
COUNTY
Bob Buster, Chairman, Board of Supervisors

By _____

ATTEST: Kecia Harper-Ihem, Clerk

Date _____

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* 5/14/2011
DAVID H.K. HUFF DATE

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in Exhibit A, SCOPE OF
3 SERVICES, attached hereto and by this reference incorporated herein.

4
5 **2. PERIOD OF PERFORMANCE:**

6 This Agreement shall be effective on July 1, 2010 through June 30, 2011, with
7 option to renew for two (2) additional years, renewable in one year increments by written
8 amendments, unless terminated as specified in Section 7, TERMINATION.

9
10 **3. COMPENSATION:**

11 In consideration of services provided by COUNTY pursuant to Exhibit A, SCOPE OF
12 SERVICES, COUNTY shall be entitled to receive payment as specified in Exhibit B,
13 PAYMENT PROVISIONS, attached hereto and incorporated herein by this reference.
14 Maximum payment by CITY to COUNTY shall not exceed fifty thousand four dollars
15 (\$50,004), including all expenses.

16
17 **4. AVAILABILITY OF FUNDING:**

18 It is mutually agreed and understood that the obligation of the CITY is limited by and
19 contingent upon the availability of CITY funds for the reimbursement of COUNTY's
20 fees. In the event that such funds are not forthcoming for any reason, CITY shall
21 immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement
22 of costs for work performed, in accordance with Exhibit B.

23
24 **5. HOLD HARMLESS/INDEMNIFICATION:**

25 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
26 Districts, Special Districts and Departments, their respective directors, officers,
27 Board of Supervisors, elected and appointed officials, employees, agents and
28

1 representatives from any liability, claim, damage or action whatsoever, based or
2 asserted upon any actions of CITY, its officers, employees, subcontractors, agents
3 or representatives arising out of or in any way relating to this Agreement,
4 including but not limited to property damage, bodily injury, or death or any other
5 element of any kind or nature whatsoever and resulting from any reason
6 whatsoever arising from the actions by CITY, its officers, agents, employees,
7 subcontractors, agents or representatives of this Agreement. CITY shall defend,
8 at its sole expense, all costs and fees including but not limited to attorney fees,
9 cost of investigation, defense and settlements or awards of all Agencies, Districts,
10 Special Districts and Departments of the County of Riverside, their respective
11 directors, officers, Board of Supervisors, elected and appointed officials,
12 employees, agents and representatives in any such action or claim or action based
13 upon such alleged acts or omissions.

14 **5.2** With respect to any action or claim subject to indemnification herein by CITY,
15 CITY shall, at its sole cost, have the right to use counsel of its own choice and
16 shall have the right to adjust, settle, or compromise any such action or claim
17 without the prior consent of COUNTY; provided, however, that any such
18 adjustment, settlement or compromise in no manner whatsoever limits or
19 circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's
20 obligation to defend, indemnify and hold harmless COUNTY shall be subject to
21 COUNTY having given CITY written notice within a reasonable period of time of
22 the claim or of the commencement of the related action, as the case may be, and
23 information and reasonable assistance, at CITY's expense, for the defense or
24 settlement thereof. CITY's obligation hereunder shall be satisfied when CITY
25 has provided to COUNTY the appropriate form of dismissal relieving COUNTY
26 from any liability for the action or claim involved.

27 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
28

1 circumscribe CITY's obligations to indemnify and hold harmless COUNTY
2 herein from third party claims.

3 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts,
4 Special Districts and Departments, their respective directors, officers, governing
5 bodies, elected and appointed officials, employees, agents and representatives
6 from any liability whatsoever, based or asserted upon any negligent or willful
7 misconduct of COUNTY its officers, employees, subcontractors, agents or
8 representatives arising out of or in any way relating to this Agreement, including
9 but not limited to property damage, bodily injury, or death or any other element of
10 any kind or nature whatsoever arising from the performance by COUNTY, its
11 officers, agents, employees, subcontractors, agents or representatives of this
12 Agreement. COUNTY shall defend at its sole expense, all costs and fees
13 including but not limited to attorney fees, cost of investigation, defense and
14 settlements or awards of all Agencies, Districts, Special Districts and Departments
15 of the CITY, their respective directors, officers, governing body, elected and
16 appointed officials, employees, agents and representatives in any claim or action
17 based upon such negligent or omissions.

18 **5.5** With respect to any action or claim subject to indemnification herein by
19 COUNTY, COUNTY shall, at its sole cost, have the right to adjust, settle, or
20 compromise any such action or claim without the prior consent of CITY provided,
21 however, that any such adjustment, settlement or compromise in no manner
22 whatsoever limits or circumscribes COUNTY's indemnification to CITY as set
23 forth herein. COUNTY's obligation to defend, indemnify and hold harmless
24 CITY shall be subject to CITY having given COUNTY written notice within a
25 reasonable period of time of the claim or of the commencement of the related
26 action, as the case may be, and information and reasonable assistance, at
27 COUNTY's expense, for the defense or settlement thereof. COUNTY's
28 obligation hereunder shall be satisfied when COUNTY has provided to CITY the

1 appropriate form of dismissal relieving CITY from any liability for the action or
2 claim involved.

3 **5.6** The specified insurance limits required in this Agreement shall in no way limit or
4 circumscribe COUNTY'S obligations to indemnify and hold harmless the CITY
5 herein from third party claims.

6
7 **6. INSURANCE:** COUNTY agrees to maintain the following insurance coverage's
8 during the term of this Agreement:

9 **6.1 Workers' Compensation:**

10 COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as
11 prescribed by the laws of the State of California. Policy shall include Employers'
12 Liability (Coverage B) including Occupational Disease with limits not less than
13 \$1,000,000 per person per accident.

14 **6.2 Commercial General Liability:**

15 COUNTY shall maintain Commercial General Liability insurance coverage for
16 claims which may arise from or out of COUNTY's performance under this
17 Agreement. This coverage shall have a limit of liability not less than \$1,000,000
18 per occurrence combined single limit.

19 **6.3 Vehicle Liability:**

20 COUNTY agrees to maintain automobile liability insurance for vehicles provided
21 by the COUNTY for use under this Agreement. This coverage shall have a limit
22 of liability of not less than \$1,000,000 combined single limit.

23 **6.4 General Insurance Provisions - All lines:**

24 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
25 admitted to the State of California and have an A M BEST rating of not
26 less than A: VIII (A:8).

27 **6.4.2** The insurance requirements contained in this Agreement may be met with
28 a program(s) of self-insurance.

1 6.4.3 COUNTY shall provide CITY with a properly executed Certificate(s) of
2 Self Insurance and certified original copies of Endorsements effecting
3 coverage as required herein.
4

5 7. **TERMINATION:**

6 CITY and COUNTY reserve the right to terminate this Agreement at any time, with or
7 without cause, upon written forty five (45) day notice stating the extent and effective
8 date of termination. Upon receipt of any notice of termination from CITY,
9 COUNTY shall immediately cease all services hereunder except such as may be
10 specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to
11 compensation for all services rendered prior to termination and for any services
12 authorized in writing by CITY thereafter.
13

14 8. **FORCE MAJEURE:**

15 8.1 In the event COUNTY is unable to comply with any provision of this Agreement
16 due to causes beyond their control such as acts of God, acts of war, civil
17 disorders, or other similar acts, COUNTY will not be held liable to CITY for such
18 failure to comply.

19 8.2 In the event CITY is unable to comply with any provision of this Agreement due
20 to causes beyond their control such as acts of God, acts of war, civil disorders, or
21 other similar acts, CITY will not be held liable to COUNTY for such failure to
22 comply.
23

24 9. **ALTERATION;**

25 No alteration or variation of the terms of this Agreement shall be valid unless made in
26 writing and signed by the parties hereto, as authorized by their respective governing
27 bodies, and no oral understanding or agreement not incorporated herein, shall be binding
28 on any of the parties hereto.

1
2 **10. SEVERABILITY:**

3 If any provision in this Agreement is held by a court of competent jurisdiction to be
4 invalid, void or unenforceable, the remaining provisions will nevertheless continue in
5 full force without being impaired or invalidated in any way.
6

7 **11. RECORDS:**

8 COUNTY shall maintain and keep records of all expenditures and obligations incurred
9 pursuant to this contract and all income and fees received thereby according to generally
10 recognized accounting principles. Such records and/or animal control operations of
11 COUNTY shall be open to inspection and audit by CITY or its authorized representative
12 as is deemed necessary by the CITY Manager or the authorized representative of the
13 CITY Manager upon reasonable notice to COUNTY.
14

15 **12. NO THIRD PARTY BENEFICIARY:**

16 This contract between CITY and COUNTY is intended for the mutual benefit of the two
17 signing parties only. No rights are created under this contract in favor of any third party
18 or any party who is not a direct signatory to this contract.
19

20 **13. NONDISCRIMINATION:**

21 During the performance of this contract, COUNTY agrees that it shall not discriminate
22 on the grounds of race, religious creed, color, national origin, ancestry, age, physical
23 disability, mental disability, medical condition including the medical condition of
24 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital
25 status, sex or sexual orientation in the selection and retention of employees and
26 subcontractors and the procurement of materials and equipment, except as provided in
27 Section 12940 of the Government Code of the State of California. Further, COUNTY
28

1 Agrees to conform to the requirements of the Americans with Disabilities Act in the
2 performance of this contract.

3
4 **14. VENUE:**

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

14
15 **15. ASSIGNMENT:**

16 It is mutually understood and agreed that this contract shall be binding upon COUNTY
17 and its successors. Neither this contract nor any part thereof nor any moneys due or to
18 become due hereunder may be assigned by COUNTY without the prior written consent
19 and approval of CITY. CITY and COUNTY hereby agree to the full performance of the
20 covenants contained herein.

21
22 **16. AMENDMENTS:**

23 Any amendments, including any supplements, to this contract shall be in writing and
24 shall have the approval of the Board of Supervisors of COUNTY and the CITY Council.
25 This is the entire contract for Shelter Services and supersedes any prior written or oral
26 contract inconsistent herewith. Any amendment will be presented to the Finance
27 Director prior to CITY Council approval.
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17. NOTICES:

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

COUNTY:

Community Health Agency
Procurement/Contracts Administration
4065 County Circle Drive
Riverside, CA 92503
(951) 358-5097

Carbon Copy COUNTY:

Department of Animal Services
Director of Animal Services
6851 Van Buren Boulevard
Riverside, CA 92509
(951) 358-7442

CITY:

Blythe City Hall
City Manager
235 N. Broadway
Blythe, CA. 92225
(760) 922-6161

or to such other address(es) as the parties may hereafter designate in writing.

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EXHIBIT A
SCOPE OF SERVICES
(Animal Shelter Services to the City)

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following animal Shelter Services for the City of Blythe, hereinafter referred to as CITY:

1. Shelter Location: The COUNTY will house the CITY's animals at the Blythe Animal Shelter located at 16450 W. Hobson Way, Blythe, California, 92225 ("Shelter"), and move to the replacement shelter located at S. 245 Carlton Avenue, Blythe, California, 92225 upon opening.

The handling of these animals will comply with the terms of this contract, and be responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

2. Contract Performance: COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. Shelter Services:

3.1 Treatment of Animals: 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.

3.2 Spay and Neuter: 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 COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition.

3.3 Volunteer Program: Maintenance of a program to provide for the participation of volunteers in programs relating to animals.

3.4 Enforcement: Enforce all relevant provisions of Title 6, ANIMALS, of the

1 City of Blythe Municipal Code or State law as may be applicable to animals housed, kept
2 or maintained at the Shelter.

3 **3.5 Incoming Animal Identification:** Incoming animals must be checked immediately
4 for collar tag, and scanned for microchip by qualified Shelter staff within one hour of
5 arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-
6 four (24) hours of the animal impound by COUNTY.

7 **3.6 Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected
8 of being rabid, or involved in a bite investigation.

9 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all
10 animals impounded and/or quarantined at the Shelter. Absent any qualified waiver of fees,
11 on a case by case basis COUNTY shall collect all impound, boarding and other fees on
12 behalf of CITY and remit all such fees to the CITY on a quarterly basis.

13 **3.8 Incoming Animal Examinations/Assessments:** A cursory exam will be performed
14 within twelve (12) hours, except after regular business hours when the examination will be
15 performed within twenty-four (24) hours. Incoming animal assessment must include the
16 following:

17 **3.8.1** A physical examination to determine if a medical condition exists which
18 requires a veterinarian's attention

19 **3.8.2** Routine vaccinations and de-worming, as needed

20 **3.8.3** External parasite treatment, as necessary

21 **3.8.4** Document the animal's incoming weight

22 **3.8.5** Scan for microchip identification

23 **3.8.6** Issue an identification band or tag to identify the animal within the Shelter

24 **3.8.7** Document any identifying features or abnormalities. The COUNTY shall
25 properly document on an animal-by-animal basis that an examination/assessment is
26 performed.

27 **3.9 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be
28 conducted in accordance with guidelines established by the Department of Animal

1 Services.

2 **3.10 Adoption:** Animals identified as being suitable for adoption are placed in
3 adoptable areas of the Shelter. In accordance with California Food and Agricultural Code
4 Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or
5 cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter
6 deposit from said adopter or purchaser and said deposit will be deposited into a segregated
7 sub-fund, which will be maintained by the COUNTY. Such deposit will be fully refunded
8 to the adopter or purchaser if proof of sterility is provided within 30 business days from the
9 date of surgery. Unclaimed spay and neuter deposits may only be used by the COUNTY
10 for programs to spay or neuter dogs and cats.

11 **3.11 Community Adoption Partners:** California Food & Agricultural Code, Sections
12 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division
13 shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section
14 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if
15 requested by the organization prior to the scheduled euthanasia of that animal. The public
16 or private shelter may enter into cooperative agreements with any animal organization or
17 adoption organization. In addition to any required spay or neuter deposit, the public or
18 private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee,
19 for animals adopted or released."

20 **3.12 Foster Care Placement:** A foster care placement program can assist the Shelter by
21 improving animal care, giving certain animals a better chance of adoption, and lifting the
22 spirits and morale of staff and volunteers.

23 **3.13 Payments of Fees and Charges by the Public:** CITY agrees to adopt COUNTY
24 fee schedules, as amended and gives COUNTY permission to offer payment plans or waive
25 fees for CITY residents on a case by case basis as approved by the Director or appointed
26 designee. No payment plan or waiver of fees shall be given for rabies vaccinations, animal
27 licenses or State mandated fees.

28 **3.14 Vicious Dogs:** Any dog declared to be vicious and in custody of the Shelter either

1 under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be
2 released except as required by law or at the Directors discretion.

3 **3.15 Euthanasia:** Provide humane euthanasia service as required for impounded animals
4 held at the Shelter for the lawful number of days, if such animal is not reclaimed by said
5 animal's owner and is deemed to be not adoptable by COUNTY. Animals that are
6 irremediably suffering from a serious illness or severe injury may not be held for owner
7 redemption or adoption. Only euthanasia methods approved by the American Veterinary
8 Medical Association shall be used.

9 Records will be kept for a period of not less than three (3) years on each euthanized
10 animal including the following information: breed; sex; color; weight; other distinguishing
11 characteristics; date, time and location where animal was found; method of euthanasia and
12 reason for use of method.

13 **3.16 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply
14 with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping,
15 inventory, use, and disposal of all controlled substances.

16 **3.17 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their
17 nutritional needs.

18 **3.18 Vaccination of Incoming Animals:** All dogs and cats, except those which pose
19 health and safety risks for staff shall be vaccinated upon impoundment at the Shelter.

20 **3.19 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary
21 personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall
22 include any and all full or part-time personnel and shall include the recruitment,
23 supervision and assignment of volunteers in suitable Shelter-related activities. Personnel
24 employed at the Shelter in the performance of Shelter-related activities shall be designated
25 as COUNTY employees and any and all volunteers engaged in Shelter activities shall
26 participate in activities designated by COUNTY and shall be under the auspices of
27 COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of
28 CITY.

1 **3.20 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise
2 owner identifiable, for holding periods as required by law.

3 **3.21 Missing Animals:** COUNTY shall notify police immediately of any animal found
4 to be missing from the Shelter that had previously been impounded and/or in protective
5 custody.

6 **3.22 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to
7 provide maximum public access for the animals, to the extent possible.

8 **3.23 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean
9 and sanitary condition. COUNTY's policies and procedures in this area may include
10 beneficial standards and/or guidelines derived from reputable animal care organizations
11 including, but not limited to, the following: Humane Society of the United Society of the
12 United States, American Humane Association and American Veterinary Medical
13 Association.

14 **3.24 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,
15 materials, medication, pharmaceuticals, and equipment, including forms and reports to
16 perform all aspects of the Shelter Services program.

17 **3.25 CITY Access:** COUNTY shall provide access to the authorized representatives of
18 CITY to the entire Shelter during normal business hours, and at such other times upon
19 reasonable notice.

20 **3.26 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to
21 livestock and fowl, either at the Shelter or at another location when such animals cannot be
22 cared for at the Shelter. Costs of housing any livestock or fowl, regardless of shelter
23 location, shall be charged to the owner of the animal, if known. If the animal's owner
24 wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the
25 Shelter; except as otherwise required by law, then and only then, will the COUNTY
26 authorize release of the animal. COUNTY shall notify CITY in writing where said
27 expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not
28 exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

1 COUNTY shall provide CITY a monthly accounting of all deposits for each calendar month
2 in such detail as reasonably required by CITY, no later than the twenty-fifth (25th) day of
3 the following month.

4 **3.27 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive,
5 which has been impounded, in custody, or in quarantine at the Shelter to be given away,
6 disposed of, traded, sold or in any manner given over to another person, organization or
7 entity for experimentation, regardless of purpose. COUNTY shall be responsible for the
8 disposal of animal remains in its custody or control, subject to applicable laws.

9 **3.28 Level of Service Provided:** COUNTY will provide Shelter Services as defined in
10 this contract. COUNTY's policies and procedures for Shelter Services shall be based on
11 standards and/or guidelines derived from reputable animal care organizations including, but
12 not limited to the following: Humane Society of the United States, American Humane
13 Association and American Veterinary Medical Association.

14 **4. Definitions:**

15 **4.1** "Shelter Services," as used in this contract shall include, but is not limited to, the
16 following activities:

17 **4.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all
18 stray domestic animals or livestock and the impoundment of wildlife as may be
19 delivered and/or received at the Shelter until an appropriate wildlife agency can be
20 contacted and the wildlife then transferred into their custody.

21 **4.12** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

22 **4.13** Counseling and advising animal owners.

23 **4.14** Each animal shall be identified individually and photographs of all newly
24 impounded animals shall be posted on the Shelter website.

25 **4.15** Ensuring that all dogs, four months and older, released from the Shelter to a
26 resident of Riverside County are licensed and, if not licensed, to sell license to the
27 owner or other person taking custody of each such dog. Upon such time as may be
28 feasible and in accordance with COUNTY ordinances, require the micro-chipping of

1 released animals at the owner's expense.

2 **4.16** Humane euthanasia of animals as lawful and necessary, including the creation
3 of a log detailing those animals that are euthanized and the reasons for such
4 euthanasia on an animal-by-animal basis. This log shall further state whether the
5 animal was unhealthy and unsuitable for adoption.

6 **4.17** Proper disposal of dead animals.

7 **4.18** Care and maintenance of the Shelter facility, including land and buildings.
8 "Care" includes, but is not limited to providing a safe, temporary refuge for any
9 animal impounded, and providing needed medical services for injured/sick animals
10 or transfer of animal to the appropriate agency.

11 **4.2** "Adoptable Animal," shall mean those animals eight weeks of age or older that at or
12 subsequent to the time the animals are impounded or otherwise taken into possession, have
13 manifested no sign of disease, injury, or congenital or hereditary condition that adversely
14 affects the health or temperament of the animal, or that is likely to adversely affect the
15 animal's health in the future. Dogs declared as "vicious" under State and/or local laws are
16 unadoptable.

17 **4.3** "Treatable," shall mean an animal with a medical condition such as skin problems
18 bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with
19 appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an
20 animal with behavioral conditions that may be corrected with time and proper training, such
21 as chasing animals/objects, food aggression, etc.

22 **4.4** "Untreatable Animal," shall mean any animal that is irremediably suffering from a
23 serious illness or physical injury or behavioral condition and shall not be held for owner
24 redemption or adoption.

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EXHIBIT B

PAYMENT PROVISIONS

(Animal Shelter Services to the City)

CITY shall pay to COUNTY on a monthly basis a flat rate, with a monthly billing and accounting thereof by COUNTY to CITY, those fees relative to the services to be performed under this Agreement as follows:

| <u>Shelter Services</u> | | <u>FY10/11</u> |
|--------------------------------|---------------------|----------------|
| Monthly Flat Rate for services | \$4,167 x 12 months | = \$50,004 |

SCHEDULED COMPENSATION

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is fifty thousand four dollars (\$50,004) during the period commencing July 1, 2010 through June 30, 2011.

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