

FORM APPROVED COUNTY COUNSEL 7/15/14
 BY: GREGORY P. PRIAMOS DATE

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

398



FROM: Department of Animal Services

SUBMITTAL DATE:
 July 21, 2014

SUBJECT: Ratify 3 year Agreement 14-011 between the City of Menifee and the County of Riverside Department of Animal Services for animal shelter services to the City and Amend Ordinance No. 440 pursuant to Resolution 440- 8977 submitted herewith [Districts 3rd/5th] [\$505,962] – City of Menifee

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Agreement 14-011 between the City of Menifee and the County of Riverside Department of Animal Services for animal shelter services to the City, for the period of July 1, 2014 through June 30, 2017, in the amount of \$505,962; and
2. Approve and direct the Auditor-Controller to make the budget adjustments as specified on the attached Schedule A; and
3. Approve amending Ordinance No. 440 pursuant to Resolution 440- 8977 submitted herewith. Per the resolution add the following positions as specified on the attached Attachment B; and
4. Authorize the County Purchasing Agent to purchase one vehicle as specified on Attachment C; and
5. Direct the Chairperson to execute three (3) original Agreements on behalf of the County.

(Continued on page 2)

ATTACHMENTS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 8/26/14

Robert P. Miller
 Robert P. Miller, Director
 Department of Animal Services

RM:nd

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 168,654	\$ 168,654	\$ 505,962	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: 100% City of Menifee
Budget Adjustment: Yes
For Fiscal Year: 14/15-16/17

C.E.O. RECOMMENDATION: APPROVE
 BY: *Jennifer L. Sargent*
 County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: | District: 3rd /5th | Agenda Number:

3-18

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

**FORM 11: Ratify 3 year Agreement 14-011 between the City of Menifee and the County of Riverside Department of Animal Services for animal shelter services to the City and Amend Ordinance No. 440 pursuant to Resolution 440- 8977 submitted herewith
[Districts 3/5] [\$505,962-City of Menifee]**

DATE: July 21, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The City of Menifee "City" desires to contract with the County of Riverside "County" Department of Animal Services "DAS" to provide animal shelter services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Municipal Codes and State laws relating to animal control.

The County will house the City's animals at the San Jacinto Valley Animal Campus shelter located at 581 S. Grand Avenue, San Jacinto, CA 92582, or at other shelters operated by the County at County's discretion. This will also require the Department to purchase an additional vehicle and hire two Animal Care Technician positions, funded with revenue generated from the City, in order to provide adequate services and adhere to the contract.

Impact on Citizens and Businesses

This Agreement is for safeguarding the health and safety of the population of the City of Menifee and its domestic animals while promoting the humane treatment of animals.

SUPPLEMENTAL:

Additional Fiscal Information

The funding is provided from the City of Menifee for services rendered. The amount for services will be included in the 14/15 Budget pending Board approval.

The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

Service	FY14/15	FY15/16	FY16/17	Total
Shelter Services	\$148,716	\$148,716	\$148,716	\$446,148
O&M Costs	\$19,938	\$19,938	\$19,938	\$59,814
Total Shelter Services	\$168,654	\$168,654	\$168,654	\$505,962

Rates are subject to change as adopted by the Board of Supervisors.

**SCHEDULE A
Budget Adjustment
City of Menifee
Fiscal Year 2014/2015**

INCREASE IN APPROPRIATION:

10000-4200600000-510040	Regular Salaries	\$65,932
10000-4200600000-518100	Budgeted Benefits	\$40,360
10000-4200600000-520710	Feed - Animal	\$30,362
10000-4200600000-528920	Car Pool Expense	\$32,000

TOTAL INCREASE IN APPROPRIATIONS: \$168,654

INCREASE IN ESTIMATED REVENUE:

10000-4200600000-773210	City Billings -Animal Shelter Services	\$168,654
-------------------------	--	-----------

TOTAL INCREASE IN REVENUE: \$168,654

1 RESOLUTION NO. 440-8977

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on _____, 2014, that pursuant to Section 4(a)(ii) of Ordinance No.
5 440, the Animal Services Director is authorized to make the following listed change(s), operative on the
6 date of approval, as follows:

7 Job
8 Code +/- Department ID Class Title
62380 + 2 4200603400 Animal Care Technician

ATTACHMENT C

Vehicle:

(1) One half ton crew cab truck, 4x4 with tow package.



POSITION ASSIGNMENT NOTICE

(ATTACHMENT FOR CLASSIFICATION TRANSACTION REQUEST)



NEW POSITION: Fill out and attach this to the Classification Transaction Request Form (CTR) that creates a new position in a department. This is to provide the required data for Pay Group, Dept ID, Reports To, Location Code, and At-Risk for Exposure data fields. Use one line per position. This form is not to be used to move an employee from one position to another or to delete a position. See reverse side for additional information.

EXISTING POSITION: Use this form to correct the position data for Pay Group, Dept ID, Reports To, Location Code, and At-Risk for Exposure assigned to an existing position. The position must have a position control number and already exist in the payroll system. Complete one line per position and submit to Central Human Resources for processing.

SEE YOUR HR DEPT REP FOR CODE LISTS

R- REGULAR T-TEMP H-HOURLY PD-PER DIEM S- SEASONAL	POSITION NUMBER	JOB CODE	PAY GROUP	JOB TITLE	DEPARTMENT IDENTIFICATION (6 OR 10 NUMBERS)	LOCATION CODE (4 NUMBERS)	REPORTS TO (POSITION NUMBER) (UP TO 5 NUMBERS)	At-Risk for Exposure (I, II, or III)		EFFECTIVE DATE
								BLOOD- BORNE	AIR- BORNE	
R		62380	UPE	Animal Care Technician	420-060-3400	7512	115671	III	III	7/30/2014
R		62380	UPE	Animal Care Technician	420-060-3400	7512	115671	III	III	7/30/2014

COMPLETED/APPROVED BY: Gloria Herrera TITLE: Administrative Services Analyst II EXTENSION: 87389

FOR DEPARTMENT: Animal Services DATE: 7/30/2014

PROCESSING DATE: _____ INITIALS: _____

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 14-011	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 420-060-1300	PROJECT-GRANT: HS600036	ACCOUNT: 773210
CLASS/LOCATION: ---		CONTRACT AMOUNT: \$505,962	
PERIOD OF PERFORMANCE: July 1, 2014 through June 30, 2017			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Robert Johnson (951) 672-6777	
PROGRAM NAME: Animal Shelter Services			

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

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal shelter services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Menifee, 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 animal 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 5, Exhibit A consisting of 5 pages, Exhibit B consisting of consisting of 1 page, attached hereto and incorporated herein.

COUNTY

By _____
Jeff Stone, Chairman, Board of Supervisors

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

CITY

By _____

By Scott A. Mann
Print Name

Date July 16, 2014

FORM APPROVED COUNTY COUNSEL
BY: L. ALEXANDRA FONG
DATE 8/5/14

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in Exhibit A,
3 Scope of Animal Shelter Services attached hereto and by this reference
4 incorporated herein.

4 **2. PERIOD OF PERFORMANCE:**

5 The Animal Shelter Services as referenced in Exhibit A of this Agreement shall be effective
6 on July 1, 2014 through June 30, 2017, unless terminated as specified in Section 7,
7 Termination.

7 **3. COMPENSATION:**

8 In consideration of services provided by COUNTY pursuant to Exhibit A, COUNTY shall
9 be entitled to receive payment as specified in Exhibit B, Payment Provisions attached hereto
10 and incorporated herein by this reference.

10 **4. AVAILABILITY OF FUNDING:**

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

14 **5. HOLD HARMLESS/INDEMNIFICATION:**

15 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
16 Districts, Special Districts and Departments, their respective directors, officers, Board
17 of Supervisors, elected and appointed officials, employees, agents and representatives
18 from any liability, claim, damage or action whatsoever, based or asserted upon any
19 actions of CITY, its officers, employees, subcontractors, agents or representatives
20 arising out of or in any way relating to this Agreement, including but not limited to
21 property damage, bodily injury, or death or any other element of any kind or nature
22 whatsoever and resulting from any reason whatsoever arising from the actions by
23 CITY, its officers, agents, employees, subcontractors, agents or representatives of this
24 Agreement. CITY shall defend, at its sole expense, all costs and fees including but
25 not limited to attorney fees, cost of investigation, defense and settlements or awards
26 of all Agencies, Districts, Special Districts and Departments of the County of
27 Riverside, their respective directors, officers, Board of Supervisors, elected and
28 appointed officials, employees, agents and representatives in any such action or claim
or action based upon such alleged acts or omissions.

24 **5.2** With respect to any action or claim subject to indemnification herein by CITY, CITY
25 shall, at its sole cost, have the right to use counsel of its own choice and shall have the
26 right to adjust, settle, or compromise any such action or claim without the prior
27 consent of COUNTY; provided, however, that any such adjustment, settlement
28 or compromise in no manner whatsoever limits or circumscribes CITY's
indemnification to COUNTY as set forth herein. CITY's obligation to defend,
indemnify and hold harmless COUNTY shall be subject to COUNTY having given
CITY written notice within a reasonable period of time of the claim or of the
commencement of the related action, as the case may be, and information and

1 reasonable assistance, at CITY's expense, for the defense or settlement thereof. 14-011
2 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY
3 the appropriate form of dismissal relieving COUNTY from any liability for the action
4 or claim involved.

5 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
6 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
7 from third party claims.

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

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

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

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

6.1 Workers' Compensation:

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

6.2 Commercial General Liability:

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

combined single limit.

6.3 Vehicle Liability:

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

6.4 General Insurance Provisions - All lines:

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

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

7. TERMINATION:

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

8. FORCE MAJEURE;

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

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

9. ALTERATION;

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

10. SEVERABILITY:

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

11. RECORDS:

COUNTY 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 and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

12. **NO THIRD PARTY BENEFICIARY:**

This contract between CITY and COUNTY is intended for the mutual benefit of the two 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.

13. **NONDISCRIMINATION:**

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

14. **VENUE:**

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.

15. **ASSIGNMENT:**

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

16. **AMENDMENTS:**

Any amendments, including any supplements, to this contract shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire contract for Animal Shelter Services and supersedes any prior written or oral contract inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

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:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY:

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

CITY:

City of Menifee
City Manager
235 N. Broadway
Menifee, CA 92586
(951) 672-6777

14-011

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

//////

EXHIBIT A

SCOPE OF ANIMAL SHELTER SERVICES

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

1. **Shelter Location:** The COUNTY will house the CITY's animals at the San Jacinto Valley Animal Campus Shelter located at 581 S. Grand Avenue, San Jacinto, California, 92582 ("Shelter"), or at another shelter operated by the County of Riverside, at County's discretion.

The handling of these animals will comply with the terms of this contract. The county is 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.

In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

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

3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.

3.5 **Incoming Animal Identification:** 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. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.

3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals

suspected of being rabid, or involved in a bite investigation.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
- 3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
- 3.8 Incoming Animal Examinations/Assessments:** A cursory 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 the following:
- 3.8.1** A physical examination to determine if a medical condition exists which requires a veterinarian's attention
- 3.8.2** Routine vaccinations and de-worming, as needed
- 3.8.3** External parasite treatment, as necessary
- 3.8.4** Document the animal's incoming weight
- 3.8.5** Scan for microchip identification
- 3.8.6** Establish unique identifier for the animal
- 3.8.7** Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.
- 3.9 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.
- 3.10 Adoption:** Animals identified as being available for adoption are placed in adoptable areas of the Shelter.
- 3.11 Community Adoption Partners:** California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal 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 euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
- 3.12 Foster Care Placement:** A foster care placement program assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.
- 3.13 Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in custody of the Shelter either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law or at the Director's discretion.
- 3.14 Euthanasia:** Provide humane euthanasia service as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY. Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used.
- 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.

14-011

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
- 3.15 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record- keeping, inventory, use, and disposal of all controlled substances.
- 3.16 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
- 3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. 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 COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of CITY.
- 3.18 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise owner identifiable, for holding periods as required by law.
- 3.19 Missing Animals:** COUNTY shall notify police immediately of any animal found to be missing from the Shelter that had previously been impounded and/or in protective custody.
- 3.20 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to provide maximum public access for the animals, to the extent possible.
- 3.21 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY'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.
- 3.22 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports to perform all aspects of the Shelter Services program.
- 3.23 CITY Access:** COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.
- 3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or 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 at the Shelter; except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY 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 CITY.
- 3.25 Animal Disposal:** COUNTY 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. COUNTY shall be

1 responsible for the disposal of animal remains in its custody or control, subject 14-011
2 to applicable laws.

3 **3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in
4 this contract. COUNTY's policies and procedures for Shelter Services shall be based
5 on standards and/or guidelines derived from reputable animal care organizations
6 including, but not limited to the following: Humane Society of the United States,
7 American Humane Association and American Veterinary Medical Association.

8
9
10 **4. Compensation:**

11 **4.1 Compensation for Sheltering:** Compensation for shelter services shall be based upon
12 established rate for shelter service at specified primary shelter location and prior year
13 impounds of dogs and cats. An annual rate shall be established based on these
14 factors and payable monthly in 1/12th increments. Additional costs for large animal
15 sheltering are incurred at \$20 per animal per day for horses and cattle and \$12 per
16 animal per day for swine, goats and sheep in accordance with ordinance and will be
17 billed based on actual sheltering on a monthly basis.

18 **4.2 Compensation for Operations and Maintenance:** Compensation for Operations and
19 maintenance shall be based upon rate for shelter service at a specified primary shelter
20 location and prior year impounds of dogs and cats. An annual rate shall be
21 established based on these factors and payable monthly in 1/12th increments.

22 **4.3 License Processing:** Compensation for License processing shall be based upon
23 actual licenses processed and licensing processing rate. License processing costs
24 shall be billed monthly and total resulting compensation may vary from estimated
25 contract cost.

26 **4.4 Outreach Activities:** Daily flat rates educational outreach and shot clinics will
27 Be billed based on actual outreach days scheduled. Compensation accounts for full
28 staff time to provide service for one day. The maximum time possible will be
afforded for actual outreach activity; however actual outreach activity time will be
reduced by travel and preparation time the day of the event.

19 **5. Definitions:**

20 **5.1 "Shelter Services,"** as used in this contract shall include, but is not limited to, the
21 following activities:

22 **5.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all
23 stray domestic animals. Livestock, exotics and the impoundment of wildlife
24 as may be delivered and/or received at the Shelter until an appropriate wildlife
25 agency can be contacted and the wildlife then transferred into their custody.

26 **5.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

27 **5.1.3** Counseling and advising animal owners.

28 **5.1.4** Each animal shall be identified individually and photographs of all newly
impounded animals shall be posted on the Shelter website.

5.1.5 Ensuring that all dogs, four months and older, released from the Shelter to a
resident of Riverside County are licensed and, if not licensed, to sell license
to the owner or other person taking custody of each such dog. In accordance
with COUNTY ordinances, require the micro-chipping of released animals at
the owner's expense.

5.1.6 Humane euthanasia of animals as lawful and necessary, including the
creation of a log detailing those animals that are euthanized and the reasons

1 for such euthanasia on an animal-by-animal basis. This log shall further 14-011
2 state whether the animal was unhealthy and unsuitable for adoption.

3 **5.1.7** Proper disposal of dead animals.

4 **5.1.8** Care and maintenance of the Shelter facility, including land and buildings.

5 "Care" includes, but is not limited to providing a safe, temporary refuge for
6 any animal impounded, and providing needed medical services for
7 injured/sick animals or transfer of animal to the appropriate agency.

8 **5.2** "Adoptable Animal," shall mean those animals eight weeks of age or older that at or
9 subsequent to the time the animals are impounded or otherwise taken into
10 possession, have manifested no sign of disease, injury, or congenital or hereditary
11 condition that adversely affects the health or temperament of the animal, or that is
12 likely to adversely affect the animal's health in the future. Dogs declared as
13 "vicious" under State and/or local laws are unadoptable.

14 **5.3** "Treatable," shall mean an animal with a medical condition such as skin problems
15 bad flea or skin infestations, a broken limb, abscess, or problems that may be treated
16 with appropriate resources, holding space, treatment and/or time. "Treatable" shall
17 also mean an animal with behavioral conditions that may be corrected with time and
18 proper training, such as chasing animals/objects, food aggression, etc.

19 **5.4** "Untreatable Animal," shall mean any animal that is irremediably suffering from a
20 serious illness or physical injury or behavioral condition and shall not be held for
21 owner redemption or adoption.

22 // // // // //

**CITY OF MENIFEE
EXHIBIT B
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. Animal Shelter Services:

1.1 Animal Sheltering Services: \$148,716/fiscal year, for the period of July 1, 2014 through June30, 2017

Flat rate based on prior fiscal year impounds 1,836 x \$81 per cat or dog sheltering rate at San Jacinto Valley Animal Campus Shelter.

1.2 Operational and Maintenance (O&M) Costs: \$19,938 for the period of June 1, 2014 through June 30, 2017

Flat rate based on prior Fiscal Year impounds 1,836 x \$10.86 O&M rate at San Jacinto Valley Animal Campus Shelter.

1.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering (additional cost billed on actual use)

1.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering (additional cost billed on actual use)

Rates are subject to change as adopted by the Board of Supervisors.

Service	FY14/15	FY15/16	FY16/17	Total
Shelter Services (Fixed)*	\$148,716	\$148,716	\$148,716	\$446,148
O&M Cost (Fixed)**	\$ 19,938	\$ 19,938	\$ 19,938	\$ 59,814
Total	\$168,654	\$168,654	\$168,654	\$505,962

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is five hundred five thousand nine hundred sixty-two dollars (\$505,962) for the period commencing July 1, 2014 through June 30, 2017.

*Shelter service fixed rate will be adjusted for each year of contract by the following formula: Prior fiscal year dog/cat impounds x sheltering rate. This formula establishes a fixed rate that will be payable in 1/12th monthly increments.

**Operation & Maintenance fixed rate will be adjusted for each year of contract by the following formula: Prior fiscal year dog/cat impounds x O&M rate. This formula establishes a fixed rate that will be payable in 1/12th monthly increments.

/// /// ///