

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS 3/9/15
 DATE

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

374



FROM: Department of Animal Services

SUBMITTAL DATE:
 March 10, 2015

SUBJECT: Ratify 3 year Agreement 15-002 between City of Fontana and County of Riverside Department of Animal Services to provide animal shelter services for the City, March 1, 2015 through June 30, 2018
 [District 2] [\$2,266,422] [100%City of Fontana]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute 3 year Agreement 15-002 between City of Fontana and County of Riverside to provide animal shelter services for the City, March 1, 2015 through June 30, 2018; and
2. Approve and direct the Auditor-Controller to make the budget adjustments as specified on the attached Schedule A.

BACKGROUND:

Summary

The City of Fontana "City" is not receiving adequate service with their current provider. The City is seeking options which include the construction of another animal shelter, and has reached out to the County of Riverside "County" to provide animal shelter services.

(Continued on page 2)

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

RM:nd

FISCAL PROCEDURES APPROVED
 BY: PAUL ANGULO, CPA, AUDITOR-CONTROLLER 3/12/15
 Esteban Hernandez

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 226,644	\$ 679,926	\$ 2,266,422	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: 100% City of Fontana
Budget Adjustment: Yes
For Fiscal Year: 14/15-17/18

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
 Jennifer L. Sargent

REQUIRES
 4/5th's VOTE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: March 24, 2015
 xc: Animal Services, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 BY: *Kecia Harper-Ihem*
 Deputy

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

Prev. Agn. Ref.: _____ District: 2 Agenda Number: _____

3-7

BACKGROUND: (Continued)

Summary

The County will house the City's animals at the Western Riverside County/City Animal Shelter located at 6851 Van Buren Boulevard, Jurupa Valley, or at other shelters operated by the County at County's discretion.

Impact on Citizens and Businesses

This Agreement is for safeguarding the health and safety of the population of the City of Fontana and its domestic animals while promoting the humane treatment of animals and enforcing the City's municipal codes and state laws relating to animal control.

SUPPLEMENTAL:

Additional Fiscal Information

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

Service	Monthly	3/1/15 to 6/30/15	7/1/15 to 6/30/16	7/1/16 to 6/30/17	7/1/17 to 6/30/18	Contract Total
Shelter Service (Fixed rate based on 4,295 impounds x \$138 shelter rate = \$592,710/fiscal year and \$49,393 monthly)	\$49,393	\$197,572	\$592,710	\$592,710	\$592,710	\$1,975,702
O&M Costs (Fixed rate based on 4,295 impounds x\$12.53 O&M rate = \$53,816/fiscal year and \$4,485 monthly)	\$4,485	\$17,940	\$53,820	\$53,820	\$53,820	\$179,400
Shot Clinic/Spay Neuter Event costs (Fixed rate based on 12 x \$2,783 = \$33,396/fiscal year and \$2,783 monthly)	\$2,783	\$11,132	\$33,396	\$33,396	\$33,396	\$111,320
Totals	\$56,661	\$226,644	\$679,926	\$679,926	679,926	\$2,266,422

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

Schedule A

Increase Revenue

10000-4200600000-773210 - City Billings - Animal Shelter Services	197,572
10000-4200600000-777340 - Maintenance	17,940
10000-4200600000-773250 - Spay and Neuter Services	11,132
Total Revenue	<u><u>226,644</u></u>

Increase Appropriations

10000-4200600000-520710 - Feed - Animal	20,000
10000-4200600000-522310 - Maint - Building & Improvement	17,940
10000-4200600000-522860 - Medical-Dental Supplies	30,000
10000-4200600000-522890 - Pharmaceuticals	30,000
10000-4200600000-523760 - Postage - Mailing	30,000
10000-4200600000-523800 - Printing/Binding	10,000
10000-4200600000-525520 - Veterinary Services	88,704
Total Expenditures	<u><u>226,644</u></u>

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-002	RFP NO.
FUND: 10000	DEPARTMENT ID: 420-060-1300	PROJECT-GRANT:	ACCOUNT: 773210
CLASS/LOCATION:		CONTRACT AMOUNT \$2,266,422	
PERIOD OF PERFORMANCE: March 1, 2015 through June 30, 2018			
COUNTY CONTACT : Robert Miller, Director (951) 358-7442		CONTRACTOR REPRESENTATIVE: Kenneth R. Hunt, City Manager (909) 350-7653	
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 Fontana, 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 Fontana, 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 2 pages, attached hereto and incorporated herein.

COUNTY

CITY

By Marion Ashley
Marion Ashley, Chairman, Board of Supervisors

By Kenneth R. Hunt RS
Kenneth R. Hunt, City Manager

Date MAR 24 2015

ATTEST: Kecia Harper-Ihem, Clerk

By Alexandra, Deputy

Date 2/25/15

FORM APPROVED COUNTY COUNSEL
BY: L. ALEXANDRA FONG 3/4/15
DATE

MAR 24 2015 37

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal
3 Shelter Services attached hereto and by this reference 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 March 1, 2015 through June 30, 2018, unless terminated as specified in Section 7,
7 TERMINATION.

8 **3. COMPENSATION:**

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

12 **4. AVAILABILITY OF FUNDING:**

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

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

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

5.2 With respect to any action or claim subject to indemnification herein by CITY, CITY
shall, at its sole cost, have the right to use counsel of its own choice and shall have the
right to adjust, settle, or compromise any such action or claim without the prior
consent of COUNTY; provided, however, that any such adjustment, settlement
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
reasonable assistance, at CITY's expense, for the defense or settlement thereof.

CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. 15-002

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

5.4 COUNTY shall indemnify and hold harmless the CITY, its elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of COUNTY its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the actions by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of the CITY, its elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.5 With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's obligation to defend, indemnify and hold harmless CITY shall be subject to CITY 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 or 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

1 by the COUNTY for use under this Agreement. This coverage shall have a limit of \$5-002
2 liability of not less than \$1,000,000 combined single limit.

3 **6.4 General Insurance Provisions - All lines:**

4 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
5 admitted to the State of California and have an A M BEST rating of not less
6 than A: VIII (A:8).

7 **6.4.2** The insurance requirements contained in this Agreement may be met with
8 a program(s) of self-insurance.

9 **7. TERMINATION:**

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

17 **8. FORCE MAJEURE:**

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

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

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 bodies,
27 and no oral understanding or agreement not incorporated herein, shall be binding on any of
28 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 financial 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

1 two signing parties only. No rights are created under this contract in favor of any third 15-002
2 party or any party who is not a direct signatory to this contract.

3 **13. NONDISCRIMINATION:**

4 During the performance of this contract, COUNTY agrees that it shall not discriminate
5 on the grounds of race, religious creed, color, national origin, ancestry, age, physical
6 disability, mental disability, medical condition including the medical condition of
7 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,
8 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.

9 **14. VENUE:**

10 Any action at law or in equity brought by either of the parties hereto for the purpose of
11 enforcing a right or rights provided for by this contract shall be tried in a court of
12 competent jurisdiction in the County of Riverside, State of California, and the parties
13 hereby waive all provisions of law providing for a change of venue in such proceedings
14 to any other county. In the event either party hereto shall bring suit to enforce any term
15 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.

16 **15. ASSIGNMENT:**

17 It is mutually understood and agreed that this contract shall be binding upon COUNTY
18 and its successors. Neither this contract nor any part thereof nor any moneys due or to
19 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.

20 **16. AMENDMENTS:**

21 Any amendments, including any supplements, to this contract shall be in writing and
22 shall have the approval of the Board of Supervisors of COUNTY and the CITY
23 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.

24 **17. NOTICES:**

25 All correspondence and notices required or contemplated by this Agreement shall be
26 delivered to the respective parties at the addresses set forth below and are deemed
27 submitted one day after their deposit in the United States mail, postage prepaid:
28

COUNTY:

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

CITY:

City of Fontana
City Manager
8353 Sierra Avenue
Fontana, CA 92335
(909) 350-7600

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

18. SUBCONTRACTING:

COUNTY shall not subcontract this entire Agreement or assign this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld. CITY understands that COUNTY has existing contracts with third parties for the provision of certain services that are provided under this Agreement.

19. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings or agreements.

20. COUNTERPARTS:

This Agreement may be signed in counterparts, each of which shall constitute an original.

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CITY OF FONTANA
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 Fontana, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Western Riverside County/City Animal Shelter located at 6851 Van Buren Boulevard, Jurupa Valley, California, 92509 ("Shelter"), or other shelter operated by the County of Riverside, at County's discretion. The handling of these animals will comply with the terms of this Contract and applicable law. 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:**

COUNTY shall provide the following:

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 volunteers in programs relating to animals.

3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside Title 6, ANIMALS, Fontana Municipal Code 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.

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- 3.6 Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.
- 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. Shelter staff will be available to assist the CITY with any vicious or potentially dangerous dog prosecutions, as required.
- 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 irretrievably 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.

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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.

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- 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 in accordance with all applicable laws. 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. Should such expenses exceed the amount of \$25,000 per incident, COUNTY shall notify CITY in writing, and the parties shall in good faith

negotiate an amendment to this Agreement if needed to cover such costs.

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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 responsible for the disposal of animal remains in its custody or control, subject to applicable laws.

3.26 Level of Service Provided: COUNTY will provide Shelter Services as defined in this contract. COUNTY's policies and procedures for Shelter Services shall be based on applicable law and 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.

3.27 License Processing: At CITY's request COUNTY shall issue dog licenses for CITY residents. CITY shall provide its own tags for such licenses, but shall coordinate the numbering sequence with COUNTY prior to ordering.

3.28 Assistance with Legal Matters: COUNTY shall make its personnel available to assist CITY with any legal matters associated with animals sheltered under this Agreement.

4. Compensation:

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

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

4.3 Compensation for License Processing: The CITY will authorize the COUNTY to collect and retain any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for dog licenses shall be accounted for by COUNTY and credited back to the CITY on a monthly basis, provided however that COUNTY shall retain the sum of \$5.85 for each dog license issued. A one-time data conversion fee may be applicable if CITY data is new to the COUNTY licensing database.

4.4 Outreach Activities: Daily flat rates educational outreach and shot clinics will Be billed based on actual outreach days scheduled. Compensation accounts for full 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.

5. Definitions:

5.1 "Shelter Services," as used in this contract shall include, but is not limited to,

the following activities:

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- 5.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics 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.
- 5.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.
- 5.1.3** Counseling and advising animal owners.
- 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 for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.
- 5.1.7** Proper disposal of dead animals.
- 5.1.8** Care and maintenance of the Shelter facility, including land and buildings. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
- 5.2** "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.
- 5.3** "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, food aggression, etc.
- 5.4** "Untreatable Animal," shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.

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**CITY OF FONTANA
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: \$49,393/monthly

Fixed rate based on prior three fiscal year (FY) impounds $4,295 \times \$138 = \$592,710/\text{FY}$
Shelter service fixed rates are adjusted for each year of contract by the following formula:
prior three FY dog/cat impounds x sheltering rate. The formula establishes a fixed rate that will be payable in 1/12th monthly increments.

Sheltering rate at Western Riverside County/City Animal Shelter)

1.2 Operational and Maintenance (O&M) Costs: \$4,485/monthly

Fixed rate based on prior three FY impounds $4,295 \times \$12.53 = \$53,816/\text{FY}$

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

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

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

2. Licensing Service:

2.1 The CITY will authorize the COUNTY to collect and retain any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for dog licenses shall be accounted for by COUNTY and credited back to the CITY on a monthly basis, provided however that COUNTY shall retain the sum of \$5.85 For each dog license issued. A one-time data conversion fee may be applicable if CITY data is new to the COUNTY licensing database. This one-time fee covers the cost for the CITY licensing data to be put into the COUNTY licensing database. This is billed on actual cost. Estimated amount based on past Fiscal Year licenses $0 \times \$5.85 = \$0/\text{FY}$

3. Outreach Activities: Daily flat rates for education outreach and shot clinics will be billed based on actual outreach days scheduled and performed. Compensation accounts for full 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.

3.1 Shot Clinic/Spay Neuter Unit: \$2,783 per event

(The cost to provide 3 clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by City.)

3.2 Shot Clinic/Spay Neuter Unit event: \$2,783 x 12 = \$33,396/FY

(City and County plan to coordinate a shot clinic and spay neuter event.)

1 **4. Summary of Compensation for Animal Services:** The following chart
 2 summarizes the fees to be charged by the COUNTY for animal services pursuant to this
 3 Agreement.

Service	Monthly	3/1/15 to 6/30/15	7/1/15 to 6/30/16	7/1/16 to 6/30/17	7/1/17 to 6/30/18	Contract Total
Shelter Service* (Fixed rate based on 4,295 impounds x \$138 shelter rate = \$592,710/fiscal year and \$49,393 monthly)	\$49,393	\$197,572	\$592,710	\$592,710	\$592,710	\$1,975,702
O&M Costs** (Fixed rate based on 4,295 impounds x \$12.53 O&M rate = \$53,816/fiscal year and \$4,485 monthly)	\$4,485	\$17,940	\$53,820	\$53,820	\$53,820	\$179,400
Shot Clinic/Spay Neuter Event costs*** (Fixed rate based on 12 x \$2,783=\$33,396/fiscal year and \$2,783 monthly)	\$2,783	\$11,132	\$33,396	\$33,396	\$33,396	\$111,320
Estimated Licensing Service **** (Billed on actuals) (Estimate based on 0 licenses x \$5.85 rate = \$0) no license history	\$0	\$0	\$0	\$0	\$0	\$0
Totals	\$56,661	\$226,644	\$679,926	\$679,926	\$679,926	\$2,266,422

15 Rates are subject to change as adopted by the Board of Supervisors. COUNTY shall notify
 16 CITY at least sixty (60) days prior to any planned change to the Fee Schedule.

17 The scheduled compensation payable to COUNTY for all services as set forth in this Agreement
 18 is two million two hundred sixty-six thousand four hundred twenty-two dollars (\$2,266,422) for
 19 the period commencing March 1, 2015 through June 30, 2018.

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

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

24 ***Shot Clinic/Spay Neuter Event costs billed on actual scheduled events.

25 ****License processing costs may fluctuate based on actual number of licenses processed.

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