



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** August 28, 2012
From: Gina Schwin-Whiteside, Animal Services **Item No:** 14
Subject: **AGREEMENT TO PROVIDE ANIMAL SHELTERING SERVICES FOR
THE COUNTY OF SAN BERNARDINO**

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

1. Direct staff to finalize the details of the Agreement to provide Animal Sheltering Services for the County of San Bernardino.
2. Authorize staff to execute the finalized Agreement to provide Animal Sheltering Services for the County of San Bernardino, subject to "Approval as to Form" by the Town Attorney and "Approval as to Content" by the Town Manager.

SUMMARY:

As directed, Animal Services has prepared a draft agreement to provide Animal Sheltering Services for the County of San Bernardino. Anticipated revenues and expenditures for this agreement are included in the adopted Town of Apple Valley 2012/2013 Fiscal Year Budget.

Consistent with Council direction, staff will monitor any additional programs or service agreements to ensure that they do not impact the quality of animal sheltering services provided to Town of Apple Valley residents. Agencies seeking sheltering services from our agency will be required to comply with the Town's sheltering standards and policies. The Town's policies meet and exceed in many areas, the minimum levels established by the State of California.

This agreement is a fee-for-sheltering services and requires the County of San Bernardino to pay a guaranteed minimum agreement amount, as defined in the "Fees for Sheltering Services." The agreement also identifies a maximum number of animals and/or services that will be provided by The Town of Apple Valley at the established rate. Services exceeding the maximum thresholds identified will have an impact on staffing projections and other operation and maintenance expenditures. This proposal

includes an adjusted fee for services when County impounds exceed the maximum allowed per this agreement.

Staff has notified the County of San Bernardino that accepting their animals will place the shelter at or near the 20-year build out capacity in the first year of this agreement. Therefore, consideration for continuing this sheltering services agreement for longer than one-year, will require the County to pay capital improvement costs, including funds to increase animal holding areas.

Town staff does not support reducing holding periods to accommodate increases realized because of this sheltering agreement. The County will be invited to participate and provide funds for their residents to receive incentives currently offered through the Town's adopted Voluntary Spay/Neuter Program. Both agencies must actively work with their communities to promote responsible pet-ownership and increase spay/neuters, which will reduce shelter impounds and euthanasia.

BACKGROUND:

When the Town of Apple Valley Municipal Animal Shelter was under construction, staff was contacted by two separate agencies seeking proposals for animal sheltering services. The timing of the requests were not simultaneously received.

Originally, staff was instructed to work with the City of Victorville to provide fees for sheltering services and shared capital costs towards the construction of the Town's Municipal Shelter. Victorville withdrew their request after purchasing a vacated commercial building in their city, which they planned to renovate into an animal shelter.

Prior to the completion of the Town's Municipal Shelter, the County of San Bernardino approached staff seeking animal sheltering services. The Town was not able to accommodate their immediate need for sheltering services, due to available space in the Town's temporary animal shelter on Tonikan Road.

During the planning stages of the Town's Municipal Shelter, the Town Council directed staff to construct a facility that would meet animal sheltering needs for the next twenty (20) years. The potential for the Town to provide contracted sheltering services for requesting agencies was discussed in the early planning meetings. Council endorsed providing sheltering service agreements, if the agreements would generate revenues to enhance services the Town would be providing.

FISCAL REVIEW

The Fiscal Year 2012-13 Adopted General Fund Revenue includes a revenue projection of \$221,460 from payments on this agreement.

The revenue projection of \$237,000, provided in "Attachment A – Fees for Sheltering Services" is slightly higher and includes revenue estimates for routine medical treatment costs. The net increase from this agreement is contingent on the month sheltering services begin and maintaining the minimum obligated costs owed by the County for

securing sheltering services that allow up to 2000 dogs, 700 cats, and routine medical treatment as defined.

The impact on expenditures for operation and maintenance to provide sheltering services to the County will vary depending on the actual increase in the numbers of animals being handled by our facility, outgoing adoptions, return-to-owner percentages, and shelter customers. Generally, these expenditures are calculated by averaging data from past years.

There will be an increase for expenditures in areas such as staffing, food supplies, drugs and vaccinations, and spay/neuter services; while expenditures such as utilities, grounds maintenance, and building maintenance will be less impacted. However, the increased expenditures will not exceed the revenues generated through this sheltering service agreement.

LEGAL REVIEW

After staff receives requested changes to this agreement from the County of San Bernardino, the agreement will be submitted for review in detail and approval as to form by the Town Attorney's office. The final agreement will be approved as to content by the Town Manager before executed.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/>	New	Vendor Code		Dept.		Contract Number		
<input type="checkbox"/>	Change			SC	A			
<input type="checkbox"/>	Cancel							
County Department			Dept.	Orgn.	Contractor's License No.			
Department of Public Health			PHL	PHL				
County Department Contract Representative			Telephone		Total Contract Amount			
Lisa Ordaz			909 388-0222					
Contract Type								
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
		09/01/2012	06/30/2013					
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name			Estimated Payment Total by Fiscal Year					
Animal Sheltering Services			FY	Amount	I/D	FY	Amount	I/D

THIS AGREEMENT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name
Town of Apple Valley – Animal Services Department

hereinafter called TOWN

Address
14955 Dale Evans Parkway, Apple Valley, CA 92307

(760) 240-7000 Ext. 7060

Phone Birth Date
33- _____

Federal ID No. or Social Security No.

Federal ID No. or Social Security No., if applicable _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to engage the Town of Apple Valley (TOWN) to provide Animal Sheltering Services to the High Desert Region of San Bernardino County; and

WHEREAS, COUNTY has been allocated funds by *enter source of funds to provide such services; and

WHEREAS, COUNTY finds TOWN qualified to provide Animal Sheltering Services; and

WHEREAS, COUNTY desires that such services be provided by TOWN and TOWN agrees to perform these services as set forth below;

NOW THEREFORE, COUNTY and TOWN mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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ATTACHMENTS

- ATTACHMENT A – FEE SCHEDULE
- ATTACHMENT B – HIGH DESERT REGION BOUNDARY MAP (“BOUNDARY MAP”)
- ATTACHMENT C – SCHEDULE OF COUNTY FEES (EDITED VERSION)

I. PARTIES AND DATE

- A. THIS AGREEMENT FOR ANIMAL SHELTERING SERVICES (“AGREEMENT”) is made and entered into this _____ day of _____ 2012 (the “Effective Date”), by and between the TOWN OF APPLE VALLEY, a municipal corporation of the State of California, (“TOWN”), AND the COUNTY OF SAN BERNARDINO, DEPARTMENT OF PUBLIC HEALTH, (“COUNTY”). TOWN and COUNTY are collectively referred to as the “Parties”

II. DEFINITIONS

- A. Abandoned Animal – Is deemed when an animal is delivered to any “Animal Care Facility” as defined in Civil Code Section 1834.5, and not picked up within fourteen (14) days after the animal was due to be picked up by the owner.
- B. Adoptable Animal – Includes those animals of eight weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken possession, have manifested no sign of behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal’s health in the future. TOWN reserves the right to place animals less than eight weeks of age as it deems appropriate.
- C. Adopted Animal – Permanent placement of an animal into an adoptee’s custody and ownership by TOWN.
- D. Affiliated Companies – All businesses which are directly or indirectly related to TOWN by virtue of direct or indirect goods and services provided.
- E. Apple Valley Animal Services Department (AVAS) – Department that administers animal control and sheltering services for the incorporated areas of the Town of Apple Valley. Also, identified as an agent of “TOWN” for the purposes of this agreement.
- F. Applicable Law (“APPLICABLE LAW”) – All laws, statutes, rules, regulations, guidelines, permits, actions determination orders, or requirements of the United States, State of California, County of San Bernardino, Town of Apple Valley, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, that from time to time apply to or govern the services provided pursuant to this agreement or the performance of Parties’ respective obligations hereunder, including the foregoing which concern health, safety, fire, environmental protections, labor relations, mitigation monitoring plans, building codes, zoning, and non-discrimination. All references herein to “APPLICABLE LAW” include subsequent amendments thereto, unless otherwise specifically limited.
- G. Business Day – Is defined as every day the Municipal Shelter is open to the public. This does not include designated Federal or State Holidays recognized by TOWN, Sundays or days when the SHELTER is closed for offsite events.
- H. Contract Year – COUNTY’s fiscal year (July 1st through the following June 30th) and each subsequent year thereafter for the duration on the agreement.
- I. COUNTY Customer (“CUSTOMER”) –Each qualifying COUNTY of San Bernardino resident or business, as identified per the BOUNDARY MAP that directly or indirectly receives animal sheltering services from TOWN on behalf of COUNTY.

- J. Department of Public Health Animal Care and Control Program (ACC) – The program that provides animal care and control for the residents of the unincorporated areas of the County.
- K. Euthanasia – It is the policy of the State of California that no adoptable animal shall be euthanized if it can be adopted to a suitable home. California Business and Professions Code 4827 (d) allows, “Administering sodium pentobarbital for euthanasia of sick, injured, homeless, or unwanted domestic pets or animals without the presence of a veterinarian when the person is an employee of an animal control shelter and its agencies or humane society and has received proper training in the administration of sodium pentobarbital for these purposes.” TOWN reserves the right to review and/or deny requested euthanasia of animals handled as a result of this AGREEMENT.
- L. High Desert Region Boundary Map (“BOUNDARY MAP”) – Map indicating the service area for purposes of this AGREEMENT attached as Attachment B.
- M. Holding Periods - Animals impounded into the SHELTER shall be held in compliance with State and local laws regarding impound holding periods. Per this AGREEMENT, impounded COUNTY animals shall be held a minimum of six (6) days; four (4) of those six days shall be BUSINESS DAYS. COUNTY may request additional holding days for specified animals. TOWN will work with COUNTY to accommodate extensions to the best of their ability.
- N. Impoundment – The taking into custody of any animal into the SHELTER on behalf of COUNTY as a result of this agreement. This includes animals: (1) found in violation of State and/or County laws and codes; (2) taken in by COUNTY for the protection of animal or human health and/or safety; (3) turned in as a found stray by CUSTOMER; (4) turned in as an Owner-Turn-In (OTI); or (5) for any similar circumstances. Animals delivered by COUNTY or CUSTOMER to another facility or veterinarian shall not be considered impounded or in the custody of TOWN.
- O. Licensing Services – TOWN shall provide, on behalf of COUNTY, dog licensing services for CUSTOMERS living within the unincorporated areas of San Bernardino County as identified by the BOUNDARY MAP. TOWN shall use the most current rates schedule as provided by COUNTY, which is attached and referenced as Attachment C, Schedule of County fees. This fee schedule does not apply to Town of Apple Valley residents.
- P. Medical Care – The “necessary and prompt” veterinary medical care provided within city, county and/or city/county animal control shelters and/or its agencies to protect the public good with a California licensed veterinarian present is limited to basic care to prevent spread of disease and to protect the public and the animals, e.g. vaccinations, prophylactic treatment of parasites, and basic testing protocols. Medical Care will also include routine health monitoring by AVAS staff, including but not limited to a Supervising Veterinarian, Registered Veterinary Technician, and unregistered Animal Health Assistants contracted or employed by TOWN.
- Q. Municipal Animal Shelter (“SHELTER”) – Is the TOWN owned animal shelter facility operated and maintained by AVAS for the purposes of this agreement.
- R. Spay/Neuter – The surgical sterilization of any animal resulting in the inability of that animal to produce offspring. Altered may indicate either male or female.
- S. Owner-Turn-In (OTI) – Any animal that has been in the care and custody of CUSTOMER in excess of six (6) days or reported by CUSTOMER to be their owned

animal. OTI's delivered to the SHELTER by COUNTY will be billed as STRAY unless OTI fees are provided at impound to TOWN. TOWN shall not be responsible for collecting outstanding OTI fees owed to COUNTY for animals impounded in the field or when an owner of an impounded stray animal is later identified by COUNTY. If the identified owner claims said animal at the SHELTER, TOWN shall collect fees as per this AGREEMENT.

- T. Quarantine – The strict confinement, for a specific amount of time, of an animal for observation, by TOWN at the SHELTER, as a result of an incident in which the circumstances may have allowed the exposure/transmission of the virus which causes the disease known as rabies to another animal or human.
- U. Quarter or Quarterly – The three month period beginning with the contract effective date. Shall be defined as: First Quarter (July/August/September), Second Quarter (October, November, December), Third Quarter (January/February/March), and Fourth Quarter (April/May/June).
- V. Service Area – The entire unincorporated area of the High Desert region of the County as identified on the BOUNDARY MAP.
- W. Shelter Services – TOWN shall provide COUNTY with animal sheltering services as defined in the SCOPE OF SERVICES. TOWN reserves all rights to define, implement, maintain, and provide operation and maintenance standards of the SHELTER in accordance with Town Council direction and APPLICABLE LAW.
- X. Stray – Any animal that has not been in the care and custody of the CUSTOMER delivering and declaring such animal to be a stray for a period in excess of six (6) days. Stray also applies to any animal without an owner that is delivered to the SHELTER by COUNTY.
- Y. Town of Apple Valley ("TOWN") – Local government agency providing animal sheltering services outlined in this AGREEMENT.
- Z. Town Manager – The Manager of TOWN. The Town Manager or his designee is the authorized agent of TOWN in enforcing the terms of this AGREEMENT.

III. SCOPE OF SERVICES

- A. TOWN will accept all animals on behalf of COUNTY for impoundment from the Service Area which are brought to the TOWN by COUNTY officers, Sheriff Deputies, constables, authorized individuals, and CUSTOMERS of the Service Area. This includes live strays, deceased animals for disposal, and owner turn-ins (OTI) for adoption or euthanasia.
- B. All animals shall be impounded by TOWN and COUNTY shall reimburse TOWN for such animals, as specified in ATTACHMENT A, FEE SCHEDULE.
- C. All impounded animals will be classified as stray unless an owner release is obtained and all OTI fees are paid at the time of impoundment. Owners refusing to pay turn-in fees at the SHELTER will be directed to COUNTY for additional options or assistance.
- D. TOWN shall collect owner release paperwork, OTI fees and other required fees from the owner releasing the animal at the SHELTER. Fees collected by TOWN will be recorded as a credit on account for the impounded animal.

- a) OTI Animals delivered to the SHELTER by COUNTY must be delivered with the appropriate owner release paperwork and fees due. If paperwork and fees are not collected by COUNTY in the field, TOWN shall not be responsible for collection of owner-turn-in fees or other required fees and the animal impounded will not receive a credit on account.
- E. TOWN shall accept for impoundment animals involved in bite cases which are delivered to the shelter by persons authorized in Section III, Paragraph A, above and shall quarantine said animals for ten (10) days and in compliance with APPLICABLE LAW. Quarantined COUNTY cats shall not be released or destroyed without prior written or verbal approval by the COUNTY.
- F. PARTIES agree that the impound holding period for all animals shall be in compliance with APPLICABLE LAW and the defined minimum Holding Periods as per this AGREEMENT This includes all strays and owner turn-ins.
- G. TOWN shall require CUSTOMERS of the Service Area delivering stray animals to the SHELTER, to sign an impound slip indicating that the animal is a stray. The impound slip shall contain a description of the animal, address of person delivering the animal to the shelter, and location where the animal was picked up.
- H. TOWN shall require CUSTOMERS of the Service Area delivering owned animals to the SHELTER, to sign an owner release form indicating that they legally own the animal and understand the animal may be offered for adoption upon surrender. The owner release form shall contain a description of the animal, address of person delivering the animal to the shelter, and location where the animal was picked up.
- I. TOWN shall provide proper care and treatment to all animals impounded in accordance with APPLICABLE LAW. This includes, housing, food, and veterinary care.
- J. Provide health exams, medical and/or veterinary services to all animals delivered to the SHELTER.
- K. Maintain and operate an adequate, suitable and sanitary animal shelter in compliance with APPLICABLE LAW.
- L. TOWN shall be open to the general public during established operating hours which will be provided to COUNTY and consistent with the hours of operation provided to the TOWN's residents. TOWN reserves the right to designate hours of operation to provide the highest quality of service and to ensure compliance with APPLICABLE LAWS and holding period mandates. TOWN shall provide access to designated COUNTY personnel to allow impoundment of animals after hours into the SHELTER.
- M. TOWN shall ensure that impounded animals will be displayed to public to allow owner identification. When such animals are wearing identification, known owner will be contacted by telephone and by mail. Owned animals must be held for ten (10) business days. If animals are not redeemed by their owners and adoption holds have not been placed, COUNTY may request that the animal be held for adoption for an additional time period as per this AGREEMENT. Those which are neither redeemed nor adopted may be euthanized after the mandatory hold period as mandated by APPLICABLE LAW.
- N. TOWN shall arrange for the humane disposal of unclaimed animals after sheltering the animal for the defined Holding Periods as per this AGREEMENT. TOWN shall provide a method of animal euthanasia in compliance with APPLICABLE LAW. TOWN is

responsible for employing trained and certified personnel who have been properly trained and certified in performing animal euthanasia.

- O. Euthanize all stray cats brought to the shelter by persons authorized in Section II, Paragraph A provided that it is in compliance with State law and no cats so impounded shall be euthanized without notice to the owner of such cats, if that person is known. Cats impounded under the provisions of the County Code shall be euthanized only after the mandatory hold period, as mandated by the provisions in the Food and Agricultural Code, has elapsed from the time said cat was apprehended, except when immediate euthanasia of cat is authorized by State law.
- P. COUNTY will transfer any animal needing to be held longer than six (6) days as a result of a criminal or civil court case involving said animal to a COUNTY shelter. Based on available space, TOWN may authorize an extension to the holding period for said animals. Holding periods exceeding six (6) days will be billed at the established daily rate per this agreement.
- Q. TOWN will arrange spay or neuter services for all adopted animals in compliance with APPLICABLE LAWS.
- R. Collect apprehension, shelter and related penalty fees, on behalf of and as described by COUNTY, using established COUNTY fees prescribed in ATTACHEMENT C, COUNTY FEES. TOWN shall issue receipts for all license fees collected and shall keep copies thereof for review and/or audit by COUNTY.
- S. Sell and issue dog licenses on behalf of COUNTY to CUSTOMERS living in the Service Area using the established COUNTY fees prescribed in ATTACHEMENT B, HIGH DESERT REGION BOUNDARY MAP ("BOUNDARY MAP"). TOWN shall issue receipts for all license fees collected and shall keep copies thereof for review and/or audit by COUNTY.
- T. Using licensing records provided by COUNTY, TOWN will verify dog license status on all impounded dogs for the purpose of ascertaining the number of unlicensed dogs and to foster compliance with the County Code.
- U. Maintain records of all animals delivered to TOWN by parties authorized in Section III, Paragraph A.

IV. TOWN SERVICE RESPONSIBILITIES

- A. TOWN agrees to perform all of its obligations under this AGREEMENT for the term of this Agreement. TOWN shall furnish and/or manage all of the labor and equipment necessary for providing animal sheltering services subject to the terms, conditions and provisions of this Agreement.
- B. TOWN represents that it has the professional and technical personnel required to perform services in conformance with such terms, conditions and provisions of this Agreement. TOWN shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized by professionals in the same discipline in the State of California.
- C. In the performance of this AGREEMENT, TOWN, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. TOWN certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 76.

- D. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by TOWN either in whole or in part. TOWN reserves the right to enter into professional services contracts for veterinary care, medical supplies, and other like services TOWN performs at the SHELTER and which are or may arise as part of this AGREEMENT at its sole discretion.
- E. TOWN agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent TOWN. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the Business. The information also includes the employment with or representation of TOWN. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

V. COUNTY RESPONSIBILITIES

- A. CONTRACTOR shall notify COUNTY in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers. COUNTY agrees to perform all of its obligations under this AGREEMENT for the term of this AGREEMENT. COUNTY shall furnish all documents provided to CUSTOMER, such as, license application forms, license tags for animals, current tag list, and other required COUNTY materials used for providing animal sheltering services subject to the terms, conditions and provisions of this AGREEMENT.
- B. COUNTY shall present animals for impoundment in accordance with established SHELTER procedures. TOWN will provide training to COUNTY on TOWN procedures and protocols. COUNTY shall ensure that all animals impounded into the SHELTER are processed in compliance with TOWN's established operating procedures.
- C. COUNTY represents that it has the professional and technical personnel required to perform services in conformance with such terms, conditions and provisions of this AGREEMENT. COUNTY shall perform all services under this AGREEMENT in a skillful and competent manner, consistent with the standards generally recognized by professionals in the same discipline in the State of California.
- D. In the performance of this AGREEMENT, COUNTY, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Town of Apple Valley. COUNTY certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 76.
- E. Without the prior written consent of the Town Manager or his designee, this AGREEMENT is not assignable by COUNTY either in whole or in part.
- F. COUNTY agrees to provide or has already provided information on former Town of Apple Valley administrative officials (as defined below) who are employed by or

represent COUNTY. The information provided includes a list of former Town of Apple Valley administrative officials who terminated Town employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of COUNTY. For purposes of this provision, "Town of Apple Valley administrative official" is defined as a member of the Town Council or such officer's staff, Chief Executive Officer of the Town or member of such officer's staff, Town department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- G. COUNTY shall notify TOWN in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify COUNTY of changes in telephone or fax numbers.
- H. COUNTY shall designate an individual to serve as the primary point of contact for the Contract. COUNTY shall notify the TOWN when the primary contact will be unavailable/out of the office for one (1) or more workdays. COUNTY or designee must respond to TOWN inquiries within two (2) TOWN business days.
- I. PARTIES shall agree on a system, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

VI. COMPLIANCE WITH APPLICABLE LAW (APPLICABLE LAW)

- A. TOWN warrants that it shall perform the services required by the AGREEMENT in compliance with all applicable Federal, State, and local laws, including employment laws to include, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers's compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this AGREEMENT.

VII. FISCAL PROVISIONS

- A. The maximum amount **of reimbursement or payment* under this Contract shall not exceed \$*indicate total amount of Agreement*. The consideration to be paid to TOWN, as provided herein, shall be in full payment for all TOWN's services and expenses incurred in the performance hereof, including travel and per diem.
- B. County shall reimburse TOWN for services rendered as specified by the Schedule of Fees that is attached and referenced as Attachment A. Boarding or shelter fees shall be paid by County for the impounding of animals delivered by CUSTOMERs from the Service Area only. CUSTOMERs discovered to have falsely turned in an animal as a "stray" found within the boundaries of Apple Valley, will be turned over to COUNTY for further investigation and billed for the "stray". Boarding or shelter fees collected by TOWN for animals turned in by their owner will be recorded as a credit and deducted from the daily rate charged to COUNTY per this agreement. Failure of CUSTOMER to pay fees does not release COUNTY from the sheltering fees defined herein.
- C. County shall pay TOWN upon receipt of the TOWN's invoice for services rendered during the previous month and submittal of agreed upon monthly or quarterly reports to COUNTY.

- D. TOWN shall prepare monthly invoices by or before the 15TH day of the month in a format agreed upon by PARTIES.
- E. TOWN will accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the TOWN's designated checking or other bank account. TOWN shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments. Any fees resulting from EFT payments will be the responsibility of COUNTY.
- F. Costs for services under the terms of this AGREEMENT shall be incurred during the contract period except as agreed upon by PARTIES.
- G. TOWN shall apply reimbursement or payment from revenues received as per this agreement to COUNTY.
- H. COUNTY is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless COUNTY would otherwise be AGREEMENT for the payment of such taxes in the course of its normal business operations.

VI. COORDINATION OF WORK AND NOTICES

- A. COUNTY shall have the right to monitor the performance of TOWN in the delivery of services provided under this AGREEMENT. TOWN reserves the right to establish operating policies and procedures for all services and facilities provided in this agreement. Any monitoring that involves site visits, staff interaction, or defined quality standards must be agreed upon and approved by PARTIES before implementing.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of TOWN in the delivery of services provided under this Contract. Full cooperation shall be given by TOWN in any auditing or monitoring conducted.
- C. TOWN shall cooperate with COUNTY in the implementation, monitoring and evaluation of this AGREEMENT and comply with any and all reporting requirements established by this AGREEMENT.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the AGREEMENT or until all pending county, state, and federal audits are completed, whichever is later. Records of the TOWN which do not pertain to the services under this AGREEMENT may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to COUNTY. If said records are not made available at the scheduled monitoring visit, TOWN may, at COUNTY's option, be required to reimburse COUNTY for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. TOWN will provide reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties as related to this

AGREEMENT. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the TOWN.

- F. Upon County request, TOWN shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

(1) Pursuant to OMB Circular A-133, TOWNS expending \$500,000 or more in federal funds within the TOWN's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the TOWN's fiscal year.

VII. PERFORMANCE AND REMEDIES

- A. Failure by either of the PARTIES to comply with any of the provisions, covenants, requirements or conditions of this AGREEMENT shall be a material breach of this AGREEMENT.
- B. In the event of a non-cured breach, either of the PARTIES may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT:
- B. Afford either of the PARTIES thereafter a time period of thirty (30) days within which to cure the breach, which period established at the mutual agreement of PARTIES; and/or
- C. Discontinue reimbursement to TOWN for the specific services under review and during the period in which TOWN is in breach, reimbursement shall be entitled to later recovery and breach of a specific service does not forgive fees for services owed by COUNTY ; and/or
- D. Withhold funds pending duration of the breach; and/or
- E. Offset against any monies billed by TOWN but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
- F. Terminate this AGREEMENT in conformance with early termination procedures contained in this AGREEMENT. In event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the TOWN under this AGREEMENT and the balance, if any, shall be paid by the TOWN upon demand.

VII. TERM OF AGREEMENT

- A. This AGREEMENT shall be effective as of September 1, 2012, and shall after review and agreement by all parties, continue from June 30, 2013 through June 30, 2022, AGREEMENT may be terminated earlier in accordance with provisions contained herein.

- B. This AGREEMENT is of no force or effect until signed by both parties hereto. COUNTY and/or TOWN shall not commence performance until such approval has been obtained; failure to obtain such approval may result in non-payment to TOWN or additional payment from COUNTY shall not commence performance until such approval has been obtained; failure to obtain such approval may result in non-payment to TOWN or additional payment from COUNTY for the performance of those services.

VIII. EARLY TERMINATION

- A. Either party may, by written notice, terminate this AGREEMENT in its sole discretion and without cause. Written notice of such termination shall specify the effective date thereof, at least ninety (90) days before the effective date of such termination. TOWN shall be compensated all amounts owed through the date of termination.
- B. If during the course of the administration of this AGREEMENT, either party determines that a material misstatement or misrepresentation or that materially inaccurate information has been provided this AGREEMENT may be immediately terminated.
- C. If this AGREEMENT is terminated according to this provision, PARTIES are entitled to pursue any available legal remedies. Either party may terminate this AGREEMENT if the other party materially fails to comply with any provision of this AGREEMENT, and fails to cure such breach within 30 days of receiving written notice thereof.
- D. If this AGREEMENT is terminated as provided herein, each party's rights and obligations under this agreement which by their nature are intended to continue beyond the termination of this AGREEMENT shall so survive.

IX. SERVICE COMPLAINTS AND DISPUTE RESOLUTION

- A. All animal sheltering service complaints by CUSTOMER shall be directed to TOWN. All complaints received by TOWN from CUSTOMER regarding fee for service or field services provided by COUNTY shall be directed to COUNTY. TOWN SHALL record all complaints received (including date, name, address and nature of complaint). TOWN agrees to use its best efforts to resolve all such complaints within the next business day following the date on which such complaint is received (This does not include weekends or holidays). TOWN will provide a disposition report, as to the action taken or other disposition made of each complaint. Such report will be provided to COUNTY with the monthly billing.
- B. CUSTOMER making the complaint may appeal TOWN's resolution to COUNTY. In no event, may COUNTY waive fees for animal sheltering service provided as a result of this AGREEMENT. COUNTY has the discretion to waive fees it receives as part of enforcement actions provided by COUNTY, however this does not relinquish or reduce fees owed to TOWN as a result of this AGREEMENT.

X. INSURANCE AND INDEMNIFICATION

- A. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
 - 1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses

incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall not apply as it relates to the existence or degree of fault of indemnitees.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall limit the scope of coverage for the County to vicarious liability.
3. Policies Primary– All policies required herein are to be primary with any insurance or self-insurance programs carried or administered by the County.
4. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
5. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
7. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
8. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract.
9. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that

any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

10. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1) Premises operations and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability reimbursed for costs and uncancelable obligations incurred prior to the date of termination. TOWN shall not be reimbursed for costs incurred after the date of termination.

XI. REPORTING, ACCOUNTING, AND AUDITING

- A. Provide reports to the COUNTY, on a quarterly basis, that track the following information for all animals received by TOWN from the Service area:
- B. Number of animals (by species) surrendered by owners.
- C. Number of stray animals (by species) impounded.
- D. Number of dead animals (by species) delivered to the shelter
- E. Number of injured animals (by species) impounded
- F. Number of animals held for observation (by species) and the number of days each animal was held
- G. Number of sick/injured animals (by species) received at the shelter.
- H. Number of animals adopted (by species) or redeemed.
- I. Number of animal intake (by species) at the shelter.
- J. Number of animals euthanized (by species), if applicable.
- K. Number of days an animal stayed (by species) in the shelter.
- L. Number of licenses sold showing the license number that was issued, description of the animal adopted or redeemed, name(s) and addresses of all persons adopting or redeeming, specifying areas of residence whether in the unincorporated area of the County or within the boundaries of the TOWN at the time of the transfer.
- M. Copy of signed impound slip as described in Section II, Paragraph D.

- N. All information required by Food and Agricultural Code section 32003.
- O. Provide adequate parking for the public, exterior lighting for Animal Control Officer Safety, washout area for all animal control vehicles, and perimeter fencing for containment of escaped animals.
- P. Deposit all license revenues collected by TOWN on behalf of County in connection with this Contract and shall remit to the County the amount on or before the fifteenth (15th) day of each month for the previous month's service.
- Q. Provide all necessary qualified personnel to perform the services under this Contract.
- R. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.
- S. All records shall be complete and current and comply with all AGREEMENT requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the AGREEMENT. TOWN shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. TOWN shall not be reimbursed for costs incurred after the date of termination.

XII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.
- B. TOWN: Town of Apple Valley
 - (1) Animal Services Department
 - (2) Attn: Gina Schwin-Whiteside
 - (3) 14955 Dale Evans Parkway
 - (4) Apple Valley, CA 92307
- C. County: County of San Bernardino
 - (1) Human Services
 - (2) Attn: Contracts Unit
 - (3) 150 S. Lena Road
 - (4) San Bernardino, CA 92415-0515
- D. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- E. TOWN shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- F. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to

any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

- G. TOWN shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from TOWN. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
- H. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- I. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to TOWN in the event debts and wages have not been paid on a current basis.
- J. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- K. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- L. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- M. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts. If the amount available to TOWN under this Contract, as specified in **Section V, Paragraph A*, exceeds \$100,000, TOWN agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- N. TOWN shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

- O. TOWN understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the TOWN's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- P. Parties agree that any news releases, advertisements, public announcements or photographs arising out of the AGREEMENT or TOWN's relationship with COUNTY shall not be made or used without prior written approval of the designee identified in this AGREEMENT.

XIII. CONCLUSION

- A. This Contract, consisting of sixteen (19) pages and Attachments: *ATTACHMENT A-FEE SCHEDULE, ATTACHMENT B-BOUNDARY MAP, ATTACHMENT C – COUNTY FEES*, is the full and complete document describing services to be rendered by TOWN to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and TOWN has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►

 Josie Gonzales, Chair, Board of Supervisors

Dated: _____

 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

By: _____

Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: _____

Approved as to Legal Form
 ► _____
 Steven J. Singley, County Counsel
 Date _____

Reviewed by Contract Compliance
 ► _____
 Lory Klopfer, HS Contracts Unit
 Date _____

Presented to BOS for Signature
 ► _____
 Trudy Raymundo, Department Head
 Date _____

ATTACHMENT "A" – FEE SCHEDULE

TOWN OF APPLE VALLEY

Animal Services Department

Sheltering Services Proposal

ATTACHMENT A – FEE SCHEDULE

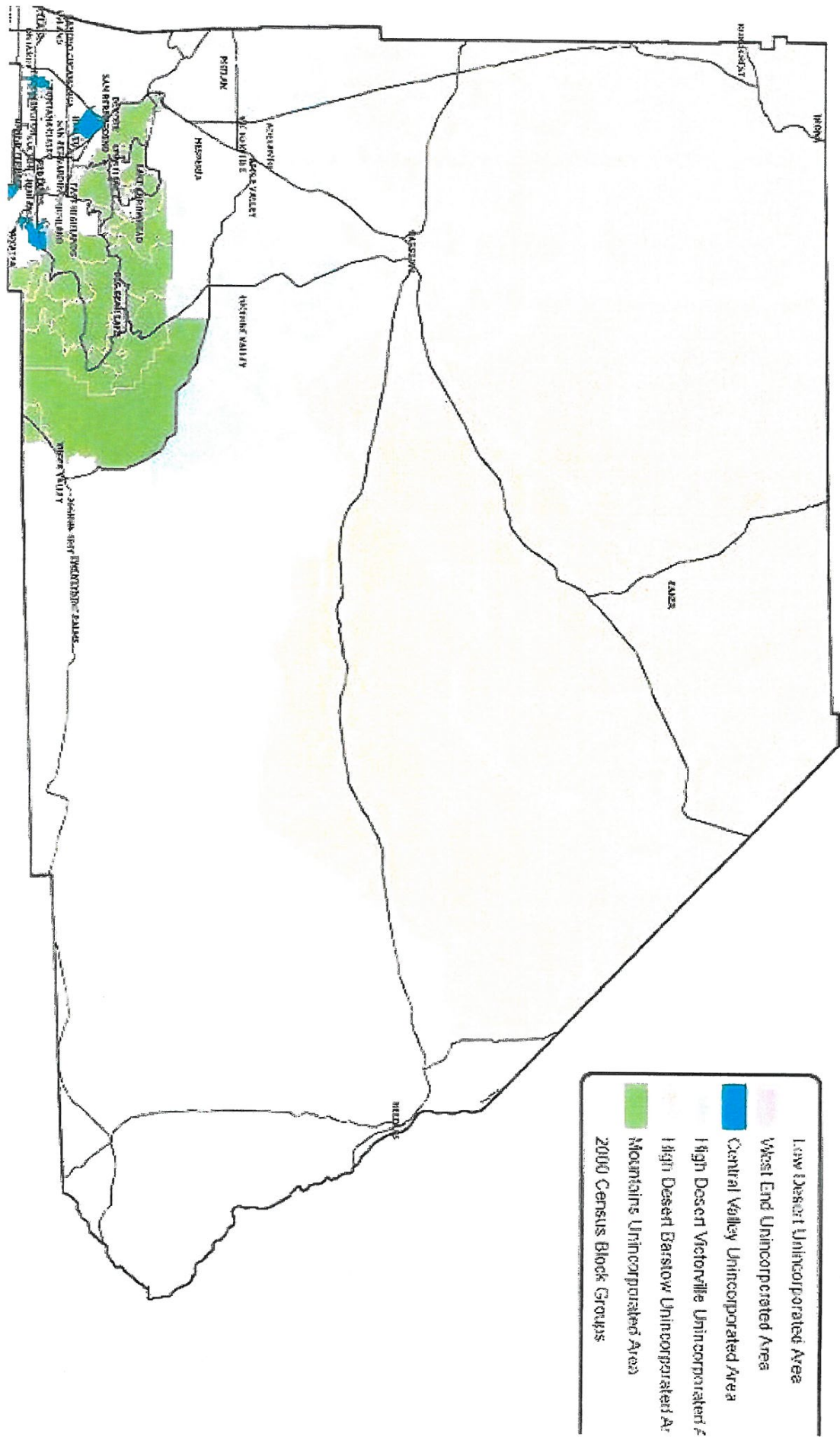
1. **Dogs - \$14.00 per day (minimum hold 6 days) = \$84.00**
2000 dogs (minimum) x \$84.00 = \$168,000/Fiscal Year
2500 dogs (maximum allowed at \$14.00 per day rate) x \$84.00 = \$210,000/Fiscal Year
2. **Cats - \$10.00 per day (minimum hold 6 days) = \$60.00**
700 cats (minimum) x \$60.00 = \$42,000/Fiscal Year
850 cats (maximum allowed at \$10.00 per day rate) x \$60.00 = \$51,000/Fiscal Year
3. **Medical – Routine Medical provided by Registered Veterinary Technicians on staff and review by Town’s Supervising Veterinarian and Town Animal Health Assistants. Includes, routine vaccinations, minor medical care, transportation, euthanasia, and record maintenance and reporting for all impounded animals.**
\$27,000 flat rate (Covers up to 2000 dogs and 700 cats- minimum contractual amount)
\$9,750 additional charge (Covers 500 additional dogs and 150 cats)
Impounds exceeding 2500 dogs and 850 cats will be billed at \$20.00 per animal admitted to the Apple Valley Municipal Animal Shelter.
Total contractual obligation \$237,000 to secure sheltering services for up to 2000 dogs and 700 cats including routine medical treatments as defined. (\$23,700 per month)
Divided over 10 months for Fiscal Year 2012/2013

This See Schedule includes the handling of all dogs (2000 minimum - 2500 maximum) and cats (700 minimum - 850 maximum) brought to the shelter a minimum of six (6) days, which includes processing of the animal at intake through disposition (e.g., including but not limited to, providing the required staff, medical care, and boarding for all animals and euthanasia if required). The minimum six (6) day hold period will not apply to animals that are deemed irreparably ill or injured upon a medical exam and/or veterinarian approval in conformance with animal keeping laws.

Additional fees and revenues not identified above will be distributed as follows:

- The County of San Bernardino may set fees for services for county residents such as, owner-turn-in fees, licensing/late fees, return-to-owner fees, apprehension fees, and fines associated with their enforcement cases, which the Town will collect upon intake or return of the animal.
- The Town of Apple Valley shall establish fees for owner requested euthanasia, special medical care provided to animals while sheltered, grooming, and vaccinations. These charges will be added to owner-turn-in fees and/or return-to-owner fees as applicable. Fees collected for these services will remain with the Town.
- After six (6) days, the County may request that an animal be held for additional days at the established daily rate. If the County decides that they do not want to hold the animal additional days, the Town reserves the right to assume the animal as a transfer into their population for further outreach and permanent placement options. Adoption fees from animals transferred to the Town of Apple Valley will remain with the Town.
- If an animal owner claims an animal accepted as a transfer by the Town, all return-to-owner fees, boarding fees, vaccinations, medical care, etc., will remain with the Town. If the animal is not licensed, fees will be collected for the license and will be credited to County.
- Fees for adoptions, and services including, but not limited to microchips, rabies vaccinations, rescues, etc., will be established by the Town of Apple Valley to provide a consistent fee structure for the permanent placement of animals. Fees for these services will remain with the Town.
- Spay/Neuter deposits placed at the time of adoption will remain with the Town and will be reimbursed by the Town when the adoptee submits the required paperwork and refund request. Unclaimed deposit funds will remain with the Town.
- State-mandated unaltered animal fines (Per Food and Agricultural Code 30804.7 collected when an owner claims an animal will remain with the Town. These funds will be expended for the purpose of humane education, programs for low cost spaying and neutering of animals owned by County Customers, and additional costs incurred by the animal shelter for the administration of State-mandates.
- Per law, owner-turn-in animals (OTI) may immediately be placed up for adoption. If an OTI is adopted within the first 6 days of holding, the Town of Apple Valley will retain 50% of the adoption fee.
- Town of Apple Valley employees that are certified to perform euthanasia will provide the euthanasia of animals collected by the County.
- The fees contained herein shall automatically be adjusted by a percentage amount that is equal to or less than, as determined annually by the Town Council, the change to the Consumer Price Index, using the United States City Average for All Urban Consumers All Items Indexes for the previous twelve (12) month period (March to March). Any increases in goods and services purchased by the Town to provide services in this agreement, will also be reviewed annually (Example: rabies vaccinations, food for animals, etc.,) and calculated into agreement annual increases proportionately.

ATTACHMENT "B" – BOUNDARY MAP



ATTACHMENT "C" – COUNTY FEES

1 SECTION 21. Effective July 19, 2012, section 16.0213A of the San Bernardino
2 County Code is amended, to read:

3 **16.0213A Health Services.**

4 (a) Administration:

- 5 (1) Vital statistics (per state law) Per state law
6 (A) Children's Trust Fund Certified Birth Certificate Fee.....\$3.00
7 (2) After hours death registration\$50.00

8 (b) Animals:

9 (1) Animal handling:

10 (A) Pick-up/handling of dog or cat

- 11 (I) During normal operating hours.....\$35.00
12 (II) Picked up between 6:00 p.m. & 7:00 a.m.\$80.00

13 (B) Pick-up, euthanasia, and disposal of owned animal

14 (owner requested).....\$70.00

15 (C) Apprehension Fine/Penalty (leash law areas only):

16 (I) Altered dog, loose dog violation

- 17 (i) Fine/Penalty for first violation\$40.00
18 (ii) Fine/Penalty for second violation\$80.00
19 (iii) Fine/Penalty for third and each
20 subsequent violation.....\$180.00

21 (II) Unaltered dog or cat, loose animal violation

- 22 (i) Fine/Penalty for first violation\$80.00
23 (ii) Fine/Penalty for second violation\$160.00
24 (iii) Fine/Penalty for third and each
25 subsequent violation.....\$210.00

26 (III) Animal picked up after hours

27 (6:00 p.m. & 7:00 a.m.) \$80.00 additional

28 (IV) Refund to animal owner if animal is altered within

1		thirty (30) days of redemption (owner must apply)	\$40.00
2	(D)	Trap rentals, per day.....	\$2.00
3	(E)	Large animals, pickup and impoundment: (See section 32.0102)	
4	(I)	Pickup for large animals:	
5		horses, cattle.....	\$64.00/hour
6		minimum 1 hour
7	(II)	Pickup for small animals:	
8		goats, calves, sheep and pigs.....	\$64.00/hour
9		minimum 1 hour
10	(F)	Animal Investigations:	
11	(I)	Investigation time	\$64.00/hour
12	(II)	Investigation report	\$25.00
13	(III)	Vicious Animal Compliance Inspection	\$64.00/year
14	(G)	Quarantine of Animals (other than at shelter):	
15	(I)	At owner's home	\$64.00
16	(II)	Quarantine break	\$64.00
17	(H)	Owner Relinquishment Fee:	
18	(I)	Relinquish in field	
19	(i)	Dog.....	\$124.00
20	(ii)	Cat.....	\$112.00
21	(iii)	Other	\$124.00
22	(II)	Relinquish in Shelter	
23	(i)	Dog.....	\$89.00
24	(ii)	Cat.....	\$77.00
25	(iii)	Other	\$89.00
26	(I)	State-mandated unaltered animal fine (Per CA Food	
27		and Agriculture Code 30804.7 and 31751.7)	
28	(I)	First violation.....	\$35.00

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- (II) Second violation.....\$50.00
- (III) Third violation.....\$100.00
- (2) Animal licensing:
 - (A) Dog license fees:
 - (I) Unspayed/unneutered monthly fee\$8.00
 - (II) Spayed/neutered monthly fee
 - (i) 1-23 months\$1.25
 - (ii) 24-35 months\$1.05
 - (iii) 36 or more months\$1.00
 - (III) Spayed/neutered - owned by persons
65 years of age or older (monthly)\$0.75
 - (IV) Spayed/neutered - owned by disabled
persons - monthly fee\$0.75
 - (V) Delinquent Fine/Penalty (waived at licensing clinic)
(does not include annual fee).....\$15.00
 - (VI) Medically Determined monthly fee\$2.00
(Animal is at high risk for Spay/Neuter surgery)
 - (B) New owner registration of currently
licensed/registered animal\$3.00
 - (C) Replacement dog tag.....\$3.00
 - (D) Registration of dog currently licensed/registered in
another jurisdiction and issuance of County tag\$3.00

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