



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** May 10, 2016

From: Gina Schwin-Whiteside **Item No:** 9
Animal Services Director
Animal Services Department

Subject: AGREEMENT TO PROVIDE ANIMAL SHELTERING SERVICES FOR
THE CITY OF VICTORVILLE

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 City of Victorville.
2. Authorize staff to execute the finalized Agreement to provide Animal Sheltering Services for the City of Victorville, 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 City of Victorville. Anticipated revenues and expenditures for this Agreement will be included in the proposed Town of Apple Valley 2016/2017 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 Department 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 City of Victorville to pay a guaranteed agreement amount, as defined in the "Fees for Sheltering Services." Services exceeding the maximum thresholds identified will have an impact on staffing projections and other operation and maintenance expenditures. This proposal includes a review of the percentage of use by Victorville three (3) years after implementation. If the

percentage of use increases for Victorville, the annual base rate for sheltering services will be adjusted as needed.

Staff has notified the City of Victorville that accepting their animals will require both temporary capital and long-term capital improvements. Therefore, this agreement will require the City of Victorville to pay capital improvement costs, including funds to increase animal holding areas within the shelter, office space, public counter improvements, and an estimated 2500 sq foot building expansion. The payment for capital improvements will be finalized in future years of this agreement.

Town staff does not support reducing holding periods to accommodate increases realized because of this sheltering agreement. The City will be invited and encouraged 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:

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. The Town currently provides sheltering for the County of San Bernardino. Adding sheltering services for the City of Victorville will result in an estimated 8,995 live intakes (cats/dogs) per Fiscal Year. The increased annual live animal intake will require the Town to remodel designated areas of the shelter to provide additional animal adoption areas, improve public counter access, and increase holding areas for incoming animals.

FISCAL REVIEW:

A revenue projection for Fiscal Year 2016/2017 of \$469,303 (not including Capital Improvement Costs) is anticipated from payments on this agreement. A payment of \$24,999 per year for Capital Improvement costs over twenty (20) years is estimated.

The impact on expenditures for operation and maintenance to provide sheltering services to the City 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. Three (3) years after the implementation of this sheltering agreement, the Town will review sheltering data to determine if the percentage of use for the City of Victorville is consistent with the established thirty percent (30%) used to calculate the base-year rate of this Agreement.

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 will be less impacted, the annual rates may increase with the expansion of the shelter facility requiring increased building maintenance and operation costs. However, the increased expenditures will not exceed the revenues generated through this sheltering service agreement.

LEGAL REVIEW:

This Agreement mirrors the County of San Bernardino Animal Sheltering Services Agreement, which was reviewed in detail and approved as to form by the Town Attorney's office. Any changes to the agreement requested by Victorville will be subject to review 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.

ATTACHMENT:

Town of Apple Valley Animal Services/City of Victorville Animal Sheltering Services Agreement

**TOWN OF APPLE VALLEY
ANIMAL SERVICES
CITY OF VICTORVILLE
ANIMAL SHELTERING SERVICES AGREEMENT**

1. PARTIES AND DATE

This GENERAL SERVICES PROVIDER STANDARD ANIMAL SHELTERING SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT"), is made and entered into this ____ day of _____, 2016 by and between the Town of Apple Valley, hereinafter referred to as the "TOWN" and the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

2. RECITALS

WHEREAS, CITY desires to engage the Town of Apple Valley (TOWN) to provide Animal Sheltering Services to the City of Victorville; and,

WHEREAS, CITY has been allocated funds to provide such animal sheltering services; and,

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

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

NOW THEREFORE, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, CITY and TOWN mutually agree to the following terms and conditions:

2.1 **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this AGREEMENT by this reference, as though set forth fully herein.

2.2 **Services.** CITY desires to engage TOWN to render such animal sheltering services for the needs specific to the Animal Care and Control of the City of Victorville as set forth in this AGREEMENT and required by State Law.

3. DEFINITIONS

3.1 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.

3.2 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.

3.3 Adopted Animal – Permanent placement of an animal into an adoptee’s custody and ownership by TOWN.

3.4 Affiliated Companies – All businesses which are directly or indirectly related to TOWN by virtue of direct or indirect goods and services provided.

3.5 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.

3.6 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, City of Victorville, 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.

3.7 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.

3.8 Contract Year – CITY’s fiscal year (July 1st through the following June 30th) and each subsequent year thereafter for the duration of the AGREEMENT.

3.9 CITY Customer (“CUSTOMER”) – Each qualifying CITY resident or business, within the entire incorporated area of the City of Victorville and excluding county served areas as identified per the BOUNDARY MAP that directly or indirectly receives animal sheltering services from TOWN on behalf of CITY.

3.10 City of Victorville (“CITY”) – Local government agency contracting animal

sheltering services outlined in this AGREEMENT.

3.11 City Manager – The Manager of CITY. The City Manager or his designee is the authorized agent of CITY in enforcing the terms of this AGREEMENT.

3.12 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.

3.13 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 CITY animals shall be held a minimum of four (4) Business days, not counting the day of impoundment, Holidays or days closed to the public. CITY may request additional holding days for specified animals at a per day rate of \$20 per day. TOWN will work with CITY to accommodate extensions to the best of their ability. TOWN may hold animals longer to allow time for adoption or rescue placement at their own discretion. CITY animals held longer than four (4) Business days will be shown as transferred animals from CITY to TOWN.

3.14 Impoundment – The taking into custody of any animal into the SHELTER on behalf of CITY as a result of this AGREEMENT. This includes animals: (1) found in violation of State and/or CITY laws and codes; (2) taken in by CITY 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 CITY or CUSTOMER to another facility or veterinarian shall not be considered impounded or in the custody of TOWN.

3.15 Licensing Services – TOWN shall provide, on behalf of CITY, dog licensing services for CUSTOMERS living within the incorporated areas of the City of Victorville as identified by the BOUNDARY MAP. TOWN shall use the most current rates schedule as provided by TOWN and adopted by CITY, which is attached and referenced as ATTACHMENT F, CITY OF VICTORVILLE FEE SCHEDULE. This fee schedule will not apply to Town of Apple Valley residents.

3.16 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. Medical Care is provided for impounded animals only. Animals requiring immediate veterinary care when picked up by CITY Animal Control Officers in the field must be taken to a

local veterinarian and not delivered to the TOWN's shelter. If the examining veterinarian determines that it is safe for the animal to be held in a shelter setting during the holding period, the animal may be brought to SHELTER for impound with a copy of the medical exam record and any treatment protocol ordered.

3.17 Municipal Animal Shelter ("SHELTER") – Is the TOWN owned animal shelter facility operated and maintained by AVAS for the purposes of this AGREEMENT.

3.18 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.

3.19 Owner-Turn-In (OTI) – Any animal that has been in the care and custody of CUSTOMER in excess of five (5) days or reported by CUSTOMER to be their owned animal. OTI's delivered to the SHELTER by CITY or CUSTOMER will be documented and billed as STRAY unless OTI fees are provided at impound to TOWN. TOWN shall not be responsible for collecting outstanding OTI fees owed to CITY for animals impounded in the field or when an owner of an impounded stray animal is later identified by CITY. If the identified owner claims said animal at the SHELTER, TOWN shall collect fees as per this AGREEMENT. OTI fees collected for CITY animals shall be credited to CITY.

3.20 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. Quarantine fees collected for CITY animals shall be credited to CITY.

3.21 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).

3.22 Regional Boundary Map ("BOUNDARY MAP") – Map indicating the service area for purposes of this AGREEMENT, ATTACHMENT H.

3.23 Service Area ("CITY SERVICE AREA") – The entire incorporated area of the City of Victorville as identified on the BOUNDARY MAP and excluding County served areas.

3.24 Sheltering Services – TOWN shall provide CITY 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.

3.25 Sheltering Services Percentage of Use - Is calculated based on the percentage of live animal intake for each agency. For purposes of this AGREEMENT, the annual percentage of use for CITY's Sheltering Services is established at a minimum guarantee of 30%. The percentage of use for Sheltering Services shall never be less than 30% during the life of this AGREEMENT, but may increase based on an increased number of live animal intakes attributed to CITY.

3.26 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 five (5) days. Stray also applies to any animal without an owner that is delivered to the SHELTER by CITY.

3.27 Town of Apple Valley (“TOWN”)– Local government agency providing animal sheltering services outlined in this AGREEMENT.

3.28 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.

4. COMPENSATION

4.1 Sheltering Services: CITY shall pay a minimum guaranteed annual payment of **Four Hundred Sixty Nine Thousand Three Hundred and Three Dollars (\$469,303)** for the Animal Sheltering Services rendered by TOWN pursuant to this AGREEMENT, subject to the provisions of Section 5. PAYMENT SCHEDULE; ATTACHMENTS A, B, D, E and I.

4.2 Permanent Capital Improvements/Building Maintenance Fund: CITY shall pay a minimum guaranteed monthly payment for Capital Improvements and long-term Building Maintenance pursuant to this AGREEMENT, subject to the provisions of Section 5. PAYMENT SCHEDULE.

5. PAYMENT SCHEDULE

5.1 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.

5.1.1 This AGREEMENT assumes that CITY will account for no more than thirty percent (30%) of use of the animal shelter (based on annual live animal intake) as defined within this AGREEMENT.

5.1.2 When the percentage of use of the animal shelter exceeds the threshold established per the AGREEMENT for a particular year, CITY shall reimburse TOWN for services rendered on the calculated "percentage of use" based upon the TOWN's Fiscal Year Total Budget of the Animal Services Department - Division of Sheltering Services for that Fiscal Year. The percentage of use shall never be calculated at a rate less than thirty percent (30%) for animal sheltering. The aforementioned percentage for animal sheltering is the minimum threshold established for the life of this AGREEMENT. The aforementioned percentage for sheltering services is the first-year percentage of use established for this agreement and will be reviewed every three-years and adjusted as needed.

5.2 Sheltering Services: The minimum guaranteed payment for Animal Sheltering Services under this AGREEMENT for FY 2016-17 is **Four Hundred Sixty Nine Thousand Three Hundred and Three Dollars (\$469,303)**. The minimum **monthly guaranteed payment is \$39,108**, based upon the annual rate of \$469,303, which shall be adjusted annually effective July 1 of each year. The adjustment will be based upon the change in the Consumer Price Index for the month of March (preceding July 1 effective date of the change) on a year-over-year basis

for All Urban Consumers ("CPI-U") as published by the U.S. Department of Labor for the Los Angeles-Riverside-Orange Counties Standardized Metropolitan Statistical Area (SMSA).

5.3 **Permanent Capital Improvements/Building Maintenance Fund:** CITY shall pay to TOWN payments for actual costs of **Capital Improvements**, including shelter renovations and modifications to animal holding areas that TOWN deems necessary to house animals impounded by TOWN and/or for CITY as a result of this AGREEMENT. An annual percentage for long-term Building Maintenance will also be established to ensure the longevity of the existing SHELTER and increased use based on the addition of CITY animals.

5.3.1 CITY and TOWN will jointly and cooperative work on the planning, design, and construction of permanent sheltering expansions to meet the needs of both PARTIES for the next twenty (20) to thirty (30) years. CITY shall pay for all capital improvements necessary to carry out the services identified in this AGREEMENT.

5.4 TOWN will prepare monthly invoices by the 15th day of the month as defined in this AGREEMENT and ATTACHMENT

Invoices shall be submitted to:

City of Victorville
P.O. Box 5001
Victorville, CA 92393-5001
ATTENTION: Director of Community Services

5.5 TOWN shall accept all payments from CITY 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 CITY required to process EFT payments.

5.6 CITY is not liable for the payment of any taxes, unless CITY would otherwise be liable for the payment of such taxes in the course of its normal business operation.

5.7 CITY shall have the right to reasonably monitor the performance of TOWN in the delivery of services provided under this AGREEMENT in a manner mutually agreed upon by PARTIES.

5.8 PARTIES shall cooperate in the implementation, monitoring and evaluation of this AGREEMENT and comply with any and all mutually agreed upon reporting requirements established by the AGREEMENT by PARTIES.

5.9 All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination by CITY, federal and state representatives in accordance with TOWN's adopted retention policy.

6. SCOPE OF SERVICES

6.1 **General Scope of Services.** TOWN agrees to furnish all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately perform the animal sheltering services of this AGREEMENT. All services shall be subject to, and performed in accordance with this AGREEMENT, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. ATTACHMENTS A THROUGH I.

6.1.1 TOWN will accept all animals on behalf of CITY for impoundment from the Service Area which are brought to the TOWN by Animal Care and Control Officers, Sheriff Deputies, constables, authorized individuals, and CUSTOMERS of the CITY Service Area. This includes live strays, deceased animals for disposal, and owner turn-ins (OTI) for adoption or euthanasia. In the situation where the SHELTER is full, TOWN reserves the right to delay or schedule for a later date the acceptance of OTI animals brought by CUSTOMER to prevent overcrowding and to maintain sufficient space for strays animals to be collected and safely housed from the TOWN, COUNTY and CITY Service Areas. If the number of animals housed in the shelter impacts the acceptance of OTI animals brought by CUSTOMER's more than seventy-two (72) hours, TOWN will notify CITY. CITY shall provide TOWN with 48 hours notice prior to impounding large numbers of animals in a single day or from an individual property. When an emergency situation arises, CITY must notify TOWN prior to delivering large number of animals impounded as a result of a hoarding case, criminal case or other large impoundment that would result in an influx of animals and increased demand on available holding space. This agreement does not cover long-term sheltering for criminal cases that exceed ten (10) day holding periods.

6.1.2 All CITY animals shall be impounded by TOWN and CITY shall reimburse TOWN for such animals as specified in this AGREEMENT.

6.1.3 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 that SHELTER will be directed to CITY for additional options. TOWN will attempt to resolve all refusals to pay prior to directing the animal owner to CITY.

6.1.4 TOWN shall collect owner release paperwork, OTI fees and other required fees from the owner releasing the animal at the SHELTER. Fees collected by the TOWN will be recorded as credit to CITY for the impounded animal.

6.1.5 OTI animals delivered to the SHELTER by CITY must be delivered with the appropriate owner release paperwork. If paperwork and/or fees are not collected in the field by CITY, TOWN will not attempt collection of owner turn-in fees. OTI Fees collected by CITY and not deposited with TOWN shall not be credited on the monthly Billing Invoice.

6.1.6 TOWN shall accept for Impoundment, CITY domestic animals involved in bite cases which are delivered to the SHELTER by persons authorized in Section 6. Scope of Services, above and shall quarantine said animal for ten (10) days and in compliance with

APPLICABLE LAW. These quarantined CITY domestic animals shall not be released or destroyed without prior approval by the CITY. CITY is responsible for issuing release of animal at the end of the quarantine as part of a field services activity. Animals awaiting administrative hearings shall be held pending the findings of the Administrative Hearing Officer. City shall be responsible for all days beyond the initial 10 day holding period at a per day rate of \$20 beginning on day eleven (11). Holding of any CITY animal longer than ten (10) days is based upon availability of space and may require CITY to transfer the animal to a private long-term boarding facility or a CITY owned location. TOWN reserves the right to euthanize and send a relinquished biting dog for testing, if keeping the animal at the SHELTER poses a risk to staff safety.

6.1.7 PARTIES agree that the impound holding period for all animals impounded pursuant to this AGREEMENT shall be in compliance with Federal, State, and local laws regarding impound holding periods, and shall in no event be for a period shorter than the TOWN's applicable holding period, this includes all strays and owner-turn-ins. CITY may request additional holding days for specified animals **at a per day rate of \$20 per day. Per this AGREEMENT, impounded CITY animals shall be held a minimum of four (4) Business days, not counting the day of impoundment, Holidays or days closed to the public.** TOWN will work with CITY to accommodate extensions to the best of their ability.

6.1.8 Customers of the CITY SERVICE AREA delivering stray animals to the SHELTER will be requested 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.

6.1.9 Town shall provide proper care and treatment to all animals impounded in accordance with APPLICABLE LAW. This includes housing, food, and veterinary care.

6.1.10 TOWN shall provide general health exams at intake and prior to spay/neuter surgery, medical and/or veterinary services to all animals delivered to the shelter. Final diagnosis is made by TOWN's supervising veterinarian. TOWN does not offer any guarantee of health on animals examined by TOWN or its representatives.

6.1.11 TOWN shall maintain and operate an adequate, suitable and sanitary animal shelter in compliance with APPLICABLE LAW.

6.1.12 TOWN shall be open to the general public during established operating hours which will be provided to CITY 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 mandates. TOWN shall provide access to designated CITY personnel to allow impoundment of animals after hours into the SHELTER.

6.1.13 TOWN shall ensure that impounded animals will be displayed to the public to allow owner identification. When such animals are wearing identification, known owner will be contacted by telephone and by mail. Owned animals will be held for ten (10)

business days when contact with the owner is not made. If animals are not redeemed by their owners and adoption holds have not been placed, TOWN may decide that the animal will be held for adoption for an additional time period as per this AGREEMENT. Those which are not adopted, rescued or returned-to-owner, may be euthanized after the mandatory hold period as per APPLICABLE LAW. This does not apply to OTI animals surrendered by their owners to SHELTER. TOWN reserves the right to extend holding-times as space allows and is not required to euthanize any animal upon demand of CITY. This does not include court orders or dogs deemed vicious and dangerous.

6.1.14 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 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.

6.1.15 TOWN shall euthanize all stray domestic animals brought to the shelter by persons authorized herein provided that it is in compliance with State and local law and no domestic animals so impounded shall be euthanized without notice to the owner of such domestic animals, if that person is known. Domestic animals impounded under the provisions of the TOWN or CITY codes shall be euthanized only after the mandatory hold period, as mandated by APPLICABLE LAW.

6.1.16 TOWN will arrange spay/neuter services for all adopted animals in compliance with APPLICABLE LAWS. All adoption fees collected by SHELTER are TOWN revenues and will not offset any fees charged to CITY pursuant to this AGREEMENT. TOWN will issue a CITY license for all dogs over four (4) months of age that are adopted by CITY CUSTOMERS. Fees collected for a CITY dog license will be credited to CITY on the monthly Billing Invoice. If an animal is Returned-to-Owner (RTO) prior to adoption, all fees collected for the RTO will be credited to CITY. This does not include any boarding costs collected from the animal owner beginning day five (5) of the impoundment.

6.1.17 TOWN will offer return-to-owner incentives consistent with those offered to TOWN residents that promote voluntary spay/neuter of owned animals. All fees excluding the altered dog license fee collected from CITY residents are TOWN revenues and will not offset any fees charged to CITY pursuant to this AGREEMENT. The fees collected by TOWN cover a majority of the spay/neuter services required for all pets claimed with a return-to-owner incentive. If a pet owner chooses to claim their animal after it is altered by one of the TOWN's contracted veterinarians, all fees collected from the owner will offset the costs for the spay/neuter, mandatory vaccinations, and microchip; CITY will only receive a credit for a one-year altered dog license and will be reflected as a deduction on the monthly Billing Invoice.

6.1.18 Town will collect apprehension, licensing and related penalty fees, on behalf of CITY and as described herein using established CITY fees in CITY's Fee Schedule (ATTACHMENT F). It is recommended by TOWN that CITY adopt fees consistent with TOWN to provide consistency for all field related apprehension fees, late fees, and licensing fees resulting from the impoundment of CITY residents' animals at the SHELTER. CITY is

responsible for notifying TOWN when an owner has outstanding penalty fees such as citations. TOWN shall issue receipts for all license fees collected and shall keep copies thereof for review and/or audit by CITY. All fees collected under this section will be credited to CITY and will be reflected as a deduction on the monthly Billing Invoice.

6.1.19 TOWN shall sell and issue dog licenses on behalf of CITY to CUSTOMERS living in the CITY SERVICE AREA using the established CITY FEE SCHEDULE. TOWN shall issue receipts for all license fees collected using triplicate Dog License forms provided by CITY and shall provide the original copy to CITY with the corresponding monthly Billing Invoice. License fees will be reflected as a deduction on the monthly Billing Invoice.

6.1.20 CITY shall provide an electronic version of all dog licenses issued by CITY prior to this AGREEMENT and expired dog licenses on file with CITY.

6.1.21 TOWN will verify dog license status on all impounded dogs wearing CITY Dog License Tags for the purpose of collecting fees from CUSTOMERS claiming their dogs from the SHELTER. CITY will be notified when a pet is wearing a tag with owner identification. TOWN will attempt to contact owner using available contact numbers. CITY is responsible for CUSTOMER notification in the field.

6.1.22 TOWN will maintain records of all animals delivered to TOWN by parties authorized herein.

6.1.23 TOWN will establish and charge TOWN fees for adoption and shelter services, exclusive of CITY fees which have been specified in CITY FEE SCHEDULE. These fees when collected are TOWN revenues and will not offset any fees charged to CITY pursuant to this AGREEMENT.

6.1.24 Revenues collected on behalf of the CITY will be itemized and conveyed by mail and/or electronically on a monthly basis. Town will issue payment monthly for all revenues, as well as provide all detail and data in a useable format to the CITY. Revenues shall not be used to offset Sheltering Services Fees to the Town unless authorized in writing by the CITY.

7. TERMS

7.1 This AGREEMENT shall be for an initial period of Twenty (20) Years, commencing on July 1, 2016, and shall expire on June 30, 2036, AGREEMENT may be terminated earlier in accordance with provisions contained herein.

7.2 Temporary Capital Improvements may commence prior to July 1, 2016 upon agreement by PARTIES.

7.3 This AGREEMENT is of no force or effect until signed by PARTIES hereto. CITY 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 CITY.

7.4 **Early Termination.** Either party may, by written notice, terminate this AGREEMENT in its sole discretion and without cause. Written notice of such termination shall specify the date thereof, at least twelve (12) months prior to the beginning of the next Fiscal Year from the date written notice is issued.

7.5 **Town's Representative.** Town hereby designates Director of Animal Services, Gina M. Whiteside, or her designee, to act as its representative for the performance of this AGREEMENT ("Town Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this AGREEMENT. Participating Veterinarian shall not accept direction or orders from any person other than the Town's Representative or her designee.

8. PERFORMANCE AND REMEDIES

8.1 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.

8.2 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:

8.2.1 Afford either of the PARTIES a time period of thirty (30) days within which to cure the breach; and/or

8.2.2 Terminate the AGREEMENT in conformance with early termination procedures contained in this AGREEMENT. The cost for services performed prior to the terminations or the AGREEMENT shall be deducted/credited from any sum due/owed under this AGREEMENT and the balance, if any, shall be paid upon demand.

8.3 PARTIES shall notify in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify of changes in telephone or fax numbers.

8.4 PARTIES shall designate an individual to serve as the primary point of contact for the AGREEMENT. PARTIES shall notify when the primary contact will be unavailable/out of the officer for on (1) or more workdays. PARTIES or designee must respond to inquiries within two (2) business days as mutually defined.

8.5 PARTIES shall provide a mutually approved 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 provided to all customers.

8.6 PARTIES shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event either of the PARTIES determines a conflict of interest exists any increase in costs associated with the conflict of interest may be disallowed and such conflict may constitute grounds for termination of the AGREEMENT. This provision shall not be construed to prohibit employment of persons with whom PARTIES officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased cost over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

8.7 TOWN reserves the right to solely hire, contract, terminate, and determine staffing allocations to carry out this AGREEMENT. CITY shall not have the right to demand that any specific person, individual, business or organization be hired, contracted or terminated as part of this AGREEMENT.

8.8 PARTIES warrant that they 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' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this AGREEMENT.

8.9 PARTIES shall maintain all information required by Federal, State and local laws.

8.10 CITY agrees to indemnify, defend (with counsel approved by TOWN) and hold harmless the TOWN and its officers, employees, agents, volunteers from and all claims, actions or losses, damages, and/or liability resulting from the CITY's negligent acts or omissions which arise from the CITY's performance of its obligations under this AGREEMENT.

TOWN agrees to indemnify, defend (with counsel approved by CITY) and hold harmless the CITY and its officers, employees, agents, volunteers from and all claims, actions or losses, damages, and/or liability resulting from the TOWN's negligent acts or omissions which arise from the TOWN's performance of its obligations under this AGREEMENT.

In the event the CITY and/or the TOWN is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, CITY and/or TOWN shall indemnify the other to the extent of its comparative fault.

8.11 **Substitution of Key Personnel.** PARTIES have represented that certain key personnel will perform and coordinate this AGREEMENT. Should one or more of such personnel become unavailable, PARTIES may substitute other personnel of at least equal competence upon written notice to the other PARTY. The key TOWN personnel for performance of this AGREEMENT are as follows: Gina Schwin-Whiteside, Director of Animal

Services, Kristin Hall, Animal Services Shelter Supervisor and Registered Veterinary Technician, Dr Jaime Velasco, Supervising Veterinarian. The key CITY personnel for performance of this AGREEMENT are as follows: Christian Guntert, Director of Community Services and Dana Wellborn, Emergency Services Coordinator.

8.12 **Standard of Care; Performance of Employees.** TOWN shall perform all services under this AGREEMENT in a skillful and competent manner, consistent with the standards and best practices generally recognized as being employed by professionals in the same discipline in the State of California. TOWN represents and maintains that it is skilled in the professional calling necessary to perform the services defined herein. TOWN warrants that all employees and subcontractors have sufficient skill and experience to perform the animal services assigned to them. Finally, TOWN represents that it, its employee and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the animal services identified herein, and that such licenses and approvals shall be maintained throughout the term of this AGREEMENT.

8.13 **Laws and Regulations.** TOWN shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulation in any manner affecting the performance of animal services pursuant to this AGREEMENT, including all Cal/OSHA requirements, and shall give all notices required by law.

9. SERVICE COMPLAINTS AND DISPUTE RESOLUTION

9.1 All animal services complaints by members of the public will be directed to TOWN. All complaints received by TOWN from members of the public regarding fee will be documented by TOWN (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 CITY quarterly.

9.2 A member of the public making a complaint may appeal TOWN's resolution to CITY. CITY has the discretion to waive fees TOWN collects on behalf of CITY, however this does not relinquish or reduce fees owed to TOWN as a result of this AGREEMENT. Any fees waived under this AGREEMENT will not be listed as monthly credits pursuant to Section 4. PAYMENT SCHEDULE.

10. INSURANCE

10.1 CITY and TOWN are authorized self insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

The TOWN shall require the carriers of required coverages to waive all rights of subrogation

against CITY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the TOWN and TOWN's employees or agents from waiving the right of subrogation prior to a loss or claim. The TOWN hereby waives all rights of subrogation against CITY.

11. GENERAL PROVISIONS

11.1 **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. This AGREEMENT may only be modified by a writing signed by both parties.

11.2 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

11.3 **Time of Essence.** Time is of the essence for each and every provision of this AGREEMENT.

11.4 **TOWN's Right to Employ Other Veterinarians.** TOWN reserves the right to employ other veterinarians to fulfill this AGREEMENT.

11.5 **Successors and Assigns.** This AGREEMENT shall be binding on the successors and assigns of the parties.

11.6 **Assignment or Transfer.** PARTIES shall not assign, hypothecate, or transfer, either directly or by operation of law, this AGREEMENT or any interest herein without the prior written consent of the PARTIES. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignments hypothecation or transfer.

11.7 **Construction; References; Captions.** Since the PARTIES or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT shall be construed simply, according to its fair meaning, and not strictly for or against any PARTY. Any term referencing time, days or period for performance shall be deemed calendar day and not work days. All references to TOWN include all personnel, employees, agents and subcontractors of TOWN, except as otherwise specified in the AGREEMENT. All references to PARTIES, CITY and/or TOWN include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in the AGREEMENT. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this AGREEMENT.

11.8 **Amendment; Modification.** No supplement, modification, or amendment of this AGREEMENT shall be binding unless executed in writing and signed by both PARTIES.

11.9 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppels, or otherwise.

11.10 **No Third Party Beneficiaries.** There are no intended third party beneficiaries or any right or obligation assumed by the PARTIES.

11.11 **Invalidity; Severability.** If any portion of this AGREEMENT is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.12 **Prohibited Interests.** PARTIES maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for PARTIES, to solicit or secure this AGREEMENT. Further, PARTIES warrant that they have not paid nor agreed to pay any company or person, other than a bona fide employee working solely for PARTIES, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award of making this AGREEMENT. PARTIES further agree to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the PARTY's Filing Officer as required under State law in performance Animal Services Agreement. For breach or violation of this warranty, PARTIES shall have the right to rescind this AGREEMENT without liability. For the term of this AGREEMENT, no member, officer or employee of PARTIES, during the term of his or her service with PARTIES, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising there from.

11.13 **Equal Opportunity Employment.** TOWN represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, age political opinion, physical handicap, medical condition, marital status, physical or mental disability, gender identity or sexual orientation. Such non-discrimination shall include but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. TOWN shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

11.14 **Labor Certification.** By its signature hereunder, TOWN certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Professional Services - Spay/Neuter Surgeries.

11.15 **Authority to Enter Agreement.** PARTIES have all requisite power and authority to conduct its business and to execute, deliver and perform this AGREEMENT. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right and authority to make this AGREEMENT and bind each respective PARTY.

11.16 **Counterparts.** This AGREEMENT may be signed in counterparts, each of

which shall constitute an original.

11.17 **Prior Approval Required.** TOWN shall not subcontract any portion of the work required by this AGREEMENT, except as expressly stated herein, without prior written approval of CITY. Subcontractors, if any, shall contain a provision making them subject to all provisions stipulated in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

TOWN OF APPLE VALLEY SERVICE PROVIDER

By: _____
Mayor

By: _____
Name / Title

Dated: _____

Dated: _____

ATTEST

By: _____
City Clerk

THE CITY OF VICTORVILLE

AS TO STANDARD FORM:

By: _____
Risk Manager

By: _____
City Attorney

Dated: _____

Dated: _____

ATTACHMENT A: COST CALCULATIONS AND ANNUAL AGREEMENT OPTIONS

ANIMAL SHELTERING - The current Sheltering Agreement with the County of San Bernardino is based on a percentage of use established by the data collected on Live Animal Intake for each agency. Data documenting the total Live Animal Intake for both agencies provided a consistent data source for establishing the percentage of use calculation. To provide long-term stability in customer service levels and ensure minimal impact to the animal sheltering services already provided to Town residents and the current contract agency, the same formula was applied to calculate the base-year annual percentage rate for the City of Victorville. The combined live animal intake for all three agencies (Apple Valley, San Bernardino County and Victorville) in 2015 was 8,955 animals. Victorville's total live animal intake for 2015 was 2,379 cats/dogs. The animal sheltering data indicates that Victorville would have accounted for 30.45% of the total animal population of all three agencies. Therefore, **Victorville's minimum annual base rate for Animal Sheltering Services is established at 30%** of the total FY2016-17 Budget for the Town of Apple Valley Animal Services - Sheltering Department, which includes providing sheltering services for the County of San Bernardino and the City of Victorville. **The proposed FY2016-17 Budget for the AVAS Sheltering Department is \$1,564,342. Victorville's established annual base rate for year-one of the AGREEMENT will be \$469,303. The minimum monthly guaranteed payment is \$39,108**, based upon the annual rate of \$469,303, which shall be adjusted annually effective July 1 of each subsequent year. The adjustment will be based upon the change in the Consumer Price Index for the month of March (preceding July 1 effective date of the change) on a year-over-year basis for All Urban Consumers ("CPI-U") as published by the U.S. Department of Labor for the Los Angeles-Riverside-Orange Counties Standardized Metropolitan Statistical Area (SMSA).

The proposed FY2016-17 Budget for the AVAS Sheltering Department is \$1,564,342. Victorville's established annual base rate for year-one of the AGREEMENT will be \$469,303. The minimum monthly guaranteed payment is \$39,108

ATTACHMENT B: SHELTERING PERCENTAGE OF USE CALCULATIONS

ANIMAL SHELTERING - The current Sheltering Agreement with the County of San Bernardino is based on a percentage of use established by the data collected on Live Animal Intake for each agency. Data documenting the total Live Animal Intake for both agencies provided a consistent data source for establishing the percentage of use calculation. To provide long-term stability in customer service levels and ensure minimal impact to the animal sheltering services already provided to Town residents and the current contract agency, the same formula was applied to calculate the base-year annual percentage rate for the City of Victorville. The combined live animal intake for all three agencies (Apple Valley, San Bernardino County and Victorville) in 2015 was 8,955 animals. Victorville's total live animal intake for 2015 was 2,379 cats/dogs. The animal sheltering data indicates that Victorville would have accounted for 30.45% of the total animal population of all three agencies.

	AVAS		SBCO		VV	
	Dogs	Cats	Dogs	Cats	Dogs	Cats
Animals Received	2366	1433	1638	819	1651	1088
Animals Adopted						
Animals Adopted %						
RTO						
Transferred						
Adopted, RTO, Trans %						
Euthanized Total	586	948	344	605	784	844
Euthanized %	24.76754	66.15492	21.00122	73.87057	47.48637	77.57353

2015 Total Live Animals Received by Agency:

AVAS: 3,799 - 42%

SBCO: 2,457 - 27%

VV: 2,739 - 30%

Total Live Animals: 8,995

Dogs Only:

AVAS: 2366 - 42%

SBCO: 1638 - 29%

VV: 1651- 29%

Total Live Dogs: 5,655

Cats Only:

AVAS: 1433 - 43%

SBCO: 819 - 24%

VV: 1088 - 33%

Total Live Cats: 3,340

Victorville's Calculated Percentage of Use for Sheltering 30%

ATTACHMENT C: KENNEL STAFFING NEEDS (ALL CATS/DOGS FOR 2015)

The formula for calculating the minimum staffing needs for Kennel Personnel documents that at least 12.5 full-time Shelter Assistants are needed to care, feed, and clean sheltering areas for housed animals. This does not include medical staff needs, office staff, or personnel to handle adoption/outreach, lost & found, etc., This established guideline was used when calculating staffing needs for FY2016-17, which includes providing sheltering services for the County of San Bernardino and the City of Victorville.

Determining Kennel Staffing Levels - National Animal Care & Control Association

NATIONAL ANIMAL CARE & CONTROL ASSOCIATION

Join Our Community!

Print Page | Contact Us | Sign In | Register

Community Search
Enter search criteria...

Home
About NACA
Training
Membership
Career Center
NACA Groups
NACA Guidelines
NACA Member Forums
Community News
NACA News Magazine
NACA Online Store
Resources
Disaster Database
Conference
NACA Awards
FAQ

Sign In

Forgot your password?
Haven't registered yet?

Latest News

7/7/2015
Petco Foundation Grants

3/29/2014
PetSmart Charities Emergency Grants

Calendar

6/8/2015 ~ 6/12/2015
NACHO Module A - Salt Lake City, UT

6/13/2015 ~ 6/19/2015
NACHO Module B - Reno, NV

6/23/2015 ~ 6/25/2015
Euthanasia & Chemical Immobilization Certification Workshop

7/6/2015 ~ 7/10/2015
NACHO Module B - Dayton, OH

8/4/2015 ~ 8/6/2015
Euthanasia & Chemical Immobilization Certification Workshop

DETERMINING KENNEL STAFFING LEVELS

More in this Section...

Share | [Social Media Icons]

Determining Kennel Staffing Needs
Approved: 09/03/14

Guideline Statement

The National Animal Care and Control Association recommends that each animal care and control shelter be staffed each day with the appropriate number of kennel personnel to insure that the facility, and every animal within, is maintained at, or in excess of, minimum care standards. Animal housing facilities should be operated so that each animal is properly cared for in a safe and humane manner and a safe working environment for employees is maintained.

Basis for Guideline

Every animal housing facility should strive to meet, or exceed, the minimum care standards for animal shelter facilities. It is the responsibility of the facility to maintain a staffing level that insures that the standards are met on a daily basis and that every animal housed within is provided the highest level of care.

All Agencies Combined - Based on Annual Estimate

Formula for Determining Kennel Staffing Needs

(Human Population)	Multiplied by 7% =	8,995 (Incoming Animal Population Per Year)
8,995 (Incoming Animals Per Year)	Divided by 365 (days per year) =	25 (Incoming Animals Per Day)
25 (Incoming Animals Per Day)	Times Six Day Holding Period =	150 (Animals in Shelter Per Day)
150 (Animals in Shelter Per Day)	Times fifteen minutes** per animal =	2,250 (Number of Minutes Needed)
2,250 (Minutes Needed)	Divided by 60 (minutes) =	37.5 (Number of Hours Needed)
37.5 (Number of Hours Needed)	Divided by 3*** (hours for cleaning/feeding) =	12.5 (Staff Needed Per Day)

This formula is intended as a guideline. Any individual facility may require more or less kennel personnel to meet, or exceed, minimum care standards.
* The HSUS is using the average holding period of four days as a basis for this study. Some animals may be held for a much shorter period; however, many animals may be held for a period exceeding the four day requirement.
** This formula is based on a per-animal time of nine minutes for cleaning and six minutes for feeding.
*** These three hours are solely for the performance of these two tasks, but allowing for further time in the day to perform routine maintenance tasks such as laundry, dishes, lost and found checks, etc.

NATIONAL ANIMAL CARE & CONTROL ASSOCIATION

http://www.nacanet.org/?kennelstaffing[6/11/2015 6:51:03 PM]

ATTACHMENT D: SHELTERING SERVICES ANNUAL BASE-YEAR COST

VV Sheltering Services Annual Cost

FY16/17 Total Personnel	1,253,183
FY16/17 Total Operations and Maintenance	311,159
FY 16/17 Sheltering Department Total	\$1,564,342
VV Percentage of Use 30%	\$469,303

FY 16/17 Total Personnel Costs and Operations & Maintenance are the total costs for providing sheltering services including Victorville. Victorville's percentage of use is established at 30% of the live intake of all animals.

The minimum guaranteed payment for Animal Sheltering Services under this AGREEMENT for FY 2016-17 is **Four Hundred Sixty Nine Thousand Three Hundred and Three Dollars (\$469,303)**. The minimum **monthly guaranteed payment is \$39,108**, based upon the annual rate of \$469,303, which shall be adjusted annually effective July 1 of each year. The adjustment will be based upon the change in the Consumer Price Index for the month of March (preceding July 1 effective date of the change) on a year-over-year basis for All Urban Consumers ("CPI-U") as published by the U.S. Department of Labor for the Los Angeles-Riverside-Orange Counties Standardized Metropolitan Statistical Area (SMSA).

ATTACHMENT E: ANIMAL SERVICES CREDITS

SHELTERING SERVICES CREDITS

Fees for these services will be set at the rates adopted by the City of Victorville and are paid by CUSTOMERS to the TOWN.

Animal Sheltering Fees
Boarding Fees (Day 1-4 Only)
Body Care (Owner Turn-In Deceased Animals)
Owner Turn-In Fees (At Shelter - Relinquishment Fee)
Return-to-Owner Fees (Includes, 3-days of Boarding Only)
CITY Dog Licenses

ANIMAL SERVICES PROVIDED PER AGREEMENT - NO CREDIT

Fees for these services will be set at the rates adopted by the Town of Apple Valley and are billed to the animal owner. These revenues remain with TOWN and are not credited to CITY.

Administrative Fee for Payment Plan
Adoption Fees
Animal Rescue Fees
Apple Valley Community Resource Foundation Fundraising
Boarding (From Day 5+)
Microchip Fees
Miscellaneous Fees (Medical Fees/Mandatory Vaccination Fees/Pet Carriers)
State Mandated Spay/Neuter Fees
Trap Deposits

ATTACHMENT F: CITY OF VICTORVILLE FEE SCHEDULE

ATTACHMENT G: LOCAL RABIES CONTROL ACTIVITIES, ANNUAL REPORT

TOWN will complete the required Local Rabies Control Activities, Annual Report on behalf of CITY and submit the final report after it has been reviewed by CITY.



Local Rabies Control Activities, Annual Report 2015
Data collection form for local agencies

Directions: Please complete all fields. Do not leave any field blank. If a field does not apply (e.g., cat licenses) enter "0". If data for a particular field were not collected in 2015, enter "Unk". Send completed form to your county representative for compilation and submission to CDPH.

County: San Bernardino

Reporting Agency: City of Victorville Animal Care and Control

	Dogs	Cats
Rabies Vaccination & Licensing		
"Actual cost" rabies vaccination clinics held	2	
Price charged per dose at "actual cost" vaccination clinics	\$6.00	
Vaccinated at "actual cost" vaccination clinics	291	0
Licensed at "actual cost" vaccination clinics	216	0
Total number (new, renewed, or continuing) licensed in jurisdiction	7401	2
Animal control citations issued for rabies vaccination and/or licensing violations	105	0
Canine & Feline Rabies Control		
Held by the shelter on January 1, 2015 (carried over from 2014)	0	0
Collected by animal control staff	908	523
Surrendered by owners (not including those surrendered for quarantine or by the public)	495	292
Surrendered by the public (not including those surrendered for quarantine or by owners)	248	273
Impounded for animal bite quarantine	0	0
Transferred from another shelter	0	0
Reclaimed by owner (including animals released from quarantine)	203	5
Adopted by new owners	662	236
Relinquished to rescue organization	0	0
Euthanized	784	844
Died	2	3
Stolen, escaped, etc.	0	0
Transferred to another shelter	0	0
Held by the shelter on December 31, 2015 (carried over to 2016)	0	0
Collected dead (excluding those counted above)	531	339
Animal Bite Reports		
Vaccinated and licensed	9	0
Vaccinated only, not licensed	14	0
Neither licensed nor vaccinated, but owned	43	7
Stray, unowned, or unknown license/vaccination status	51	0
Other domestic animals (excluding dogs and cats)	0	
Wild animals	1	
Animal Quarantine		
10-day quarantines initiated for biting dogs/cats	66	4
30-day quarantines initiated for vaccinated dogs/cats exposed to potentially rabid animal	0	0
6-month quarantines initiated for unvaccinated dogs/cats exposed to potentially rabid animal	0	0
6-month quarantines initiated for domestic livestock exposed to potentially rabid animal	0	
Quarantines of any duration not completed because animals were euthanized or died	3	
Quarantines of any duration not completed because animal/owner lost to followup	0	

Sample

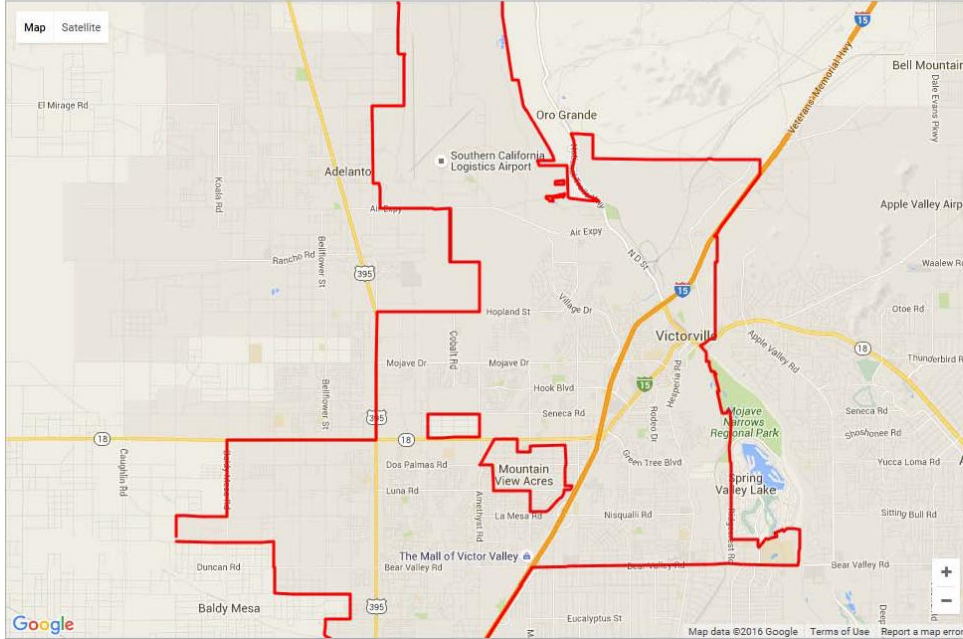
Data compiled and report prepared by:

Name: Marisa Fratt
E-mail address: mfratt@victorvilleca.gov

Date: 01/25/16

ATTACHMENT H: BOUNDARY MAP (CITY SERVICE AREA)

CITY SERVICE AREA does not include unincorporated pockets that are under the jurisdiction of San Bernardino County. CITY SERVICE AREA is the incorporated area of the City of Victorville Only.



**ATTACHMENT I: MONTHLY BILLING INVOICE AND SUPPORTING DOCUMENTATION
SIX (6) PAGES**

Attachment " "

Sample Monthly Billing Invoice



Town of Apple Valley Animal Services
 22131 Powhatan Rd (physical)
 14955 Dale Evans Parkway (mailing)
 Apple Valley, CA 92307
 (760) 240-7000 Fax (760) 247-6487

Invoice No. V2016-1

INVOICE

Customer			
Name	City of Victorville Animal Care and Control Division	Date	2/3/2016
Address		Due Date	Upon Receipt
City	State Zip	Prepared By	Adriana Atteberry
Attn:			

Description	TOTAL
Sheltering Annual Rate	469,305.00
Paid to Date	(37,719.00)
Remaining Balance	431,586.00
Live Impounds for July 2016	
Dogs =	
Cats =	
Other =	
 Sheltering Services - July 2016	 39,108.00
Deceased animals - ?	0.00
Quarantine - >10 days - 2	0.00
10 day hold - owner notified - 1	0.00
City hold (criminal or civil) - >4 days - 0	0.00
 CREDITS	
Payments collected by Town on behalf of City of Victorville	
Return to Owner Fees (Credit to Account) - 15	(1,875.00)
Owner Turn-in Fees (Credit to Account) - 14	(420.00)
Deceased animal Owner Turn-in Fees (Credit to Account) - 10	(100.00)
Licensing Fees (Credit to Account)	(1,280.00)
 If you have any questions, please contact Adriana Atteberry at: (760) 240-7000 Ext 7558	
TOTAL DUE	\$35,433.00

Payment Details

EFT Direct Deposit

For Office Use Only

Receipt Codes:

Thank You!

Town of Apple Valley Animal Services Department

Record count on this entire report: 3354

Run Date: 04-21-2016 11:15:27 AM by Adriana Alteberry

View Adoptable Pets @ adoplappet.com

Charge Account: 1001-0000-4430-6000

Charge Register 03-01-2016 to 03-31-2016

Group By Charge Account

Order By Charge Account

Page Number: 3 of 109

Date	Charge Point	Person Charged	Account / Description	Charge Amount	Unpaid balance
3/12/2016	Issue-license	Citizens Name	1001-0000-4430-6000 - 1 Year license	\$10.00	\$0.00

Detailed Charge Register would breakdown each individual transaction for each account shown on the Charge Summary (Previous Page) This sample is for 1001-0000-4430-6000 Dog Licensing (only one transaction was typed in as an example, not all 20 transactions). These pages would also be attached to the Monthly Billing Invoice.

Month End Excel Sheet

Also Attached to the Monthly Billing Invoice

2016-2017 City of Victorville													
	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Total 2016-17
Dog Intake - Report													
Stray DOA Dogs by ACO/CalTrans/OTI													0
Total Dogs DOA	0	0	0	0	0	0	0	0	0	0	0	0	0
Stray Dogs by ACO													0
Abandoned Dogs													0
Warrant/Sheriff's Assist (Dogs) by ACO													0
LLV Picked up by ACO													0
Stray Dogs by Public													0
Owner Turn-In Dogs(Shelter/Field)													0
Adoption Return Dogs													0
Quarantined Dogs at Shelter													0
Misc. (Litters born in shelter etc.)													0
Total Live Dogs Received	0	0	0	0	0	0	0	0	0	0	0	0	0
Citizen Holding Dogs													0
Total Dogs Processed	0	0	0	0	0	0	0	0	0	0	0	0	0
Dog Disposition - Report													
Adopted Dogs													0
Rescued Dogs													0
Dogs in Foster Care													0
RTO Dogs													0
RTO (Officer-to-owner)													0
Total RTO Dogs	0	0	0	0	0	0	0	0	0	0	0	0	0
Warrant Return													0
Escaped													0
DOA													0
Died/Other/Misc/transfer													0
Stolen													0
Euthanized													0
Total Dogs Going Out of Shelter	0	0	0	0	0	0	0	0	0	0	0	0	0

2016-2017 City of Victorville		Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Total 2016-17
CAT Intake - Report														
Stray DOA Cats by ACO/CalTrans/OTI														0
Total Cats DOA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stray Cats by ACO														0
Abandoned Cats														0
Warrant/Sheriff's Assist (Dogs) by ACO														0
Stray Cats by Public														0
Owner Turn-In Cats (Shelter/Field)														0
Adoption Return Cats														0
Quarantined Cats at Shelter														0
Misc. (Litters born in shelter, etc.)														0
Total Live Cats Received	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Citizen Holding Cats														0
Total Cats Processed	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cat Disposition - Report														
Adopted Cats														0
Rescued Cats														0
Cats in Foster Care														0
RTO Cats														0
Warrant Return														0
Escaped														0
DOA														0
Died/Other/Misc														0
Stolen														0
Euthanized														0
Total Cats Going Out of Shelter	0	0	0	0	0	0	0	0	0	0	0	0	0	0

2016-2017 City of Victorville													
Other Intake - Report													
	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Total 2016-17
Stray DOA Others by Public/ACO/OTI													0
Total Other DOA	0	0	0	0	0	0	0	0	0	0	0	0	0
Stray Others by ACO													0
Abandoned Others													0
Warrant/Sheriff's Assist (Dogs) by ACO													0
Stray Others by Public													0
Owner Turn-In Others (Shelter/Field)													0
Adoption Return Others													0
Quarantined Others at Shelter	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc.													0
Total Live Other Received	0	0	0	0	0	0	0	0	0	0	0	0	0
Citizen Holding Other													0
Total Other Processed	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Disposition - Report													
Adopted													0
Rescued													0
Rehab/Foster Care													0
Released Wildlife													0
RTO Others													0
Warrant Return													0
Escaped													0
DOA													0
Died/Other/Misc													0
Stolen													0
Euthanized													0
Total Others Going Out of Shelter	0	0	0	0	0	0	0	0	0	0	0	0	0