

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

416



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:

January 24, 2011

SUBJECT: Ratify contract No.11-002 with the City of Beaumont for animal shelter services to the City

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the contract between the City of Beaumont and the County of Riverside for the performance period of July 1, 2010 through June 30, 2011 in the amount of \$57,486; and
- 2) Authorize the Chairperson to execute three (3) original copies of the contract on behalf of the County of Riverside.

BACKGROUND:

The City of Beaumont (the "CITY") is desirous of contracting with the County of Riverside Community Health Agency, Department of Animal Services (the "COUNTY") to provide animal shelter services. It is the intention of the CITY that after cats and dogs impounded by the CITY Animal Control Officers have completed their holding/retention period and/or rabies quarantine, animals that have not been reclaimed by their owners will be taken by the CITY Animal Control Officers to the COUNTY Animal Shelter.

(Continued on page 2)
nd

Robert Miller
Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 57,486	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% funded by the City of Beaumont

Positions To Be Deleted Per A-30	☒
Requires 4/5 Vote	☐

C.E.O. RECOMMENDATION:

APPROVE

Debra Courmoyer
Debra Courmoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY *David H.K. Huff*
 DATE 1/26/11
 Departmental Concurrence

☐ Consent ☒ Policy
☐ Consent ☒ Policy

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

Prev. Agn. Ref.:
 ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

District: 3

Agenda Number:

3.10

There is no guarantee of the length of time the animals will be sheltered or whether animals will be made available for adoption. All animals impounded by the CITY and conveyed to the Shelter shall have a CITY impound number and a description including age, breed, and gender. In addition, a description of the circumstances of the impound, i.e. stray, owner surrender, confiscate, etc., and the location of the impound shall be provided as well as any owner information relating to the animal. Any medical treatments, vaccinations and/or supportive care shall be included in the description provided to the COUNTY.

Until such time as CITY is prepared to provide sheltering during their holding/retention period and/or rabies quarantine, the CITY hereby retains COUNTY to operate and manage an Animal Shelter program for the CITY consisting of, but not limited to, impoundment, care and feeding of all domestic and other animals at the Shelter, including vaccination, adoption of suitable animals and maintenance of the Shelter facility.

The COUNTY will house the CITY's animals at the Coachella Valley Animal Campus located at 72-050 Petland Place, Thousand Palms until such a time as the San Jacinto Valley Animal Campus located at 581 S. Grand Avenue, San Jacinto is operational for sheltering services.

FINANCIAL DATA

The CITY has agreed to pay the COUNTY for Animal Sheltering services at the current proposed rate of \$146.00 per animal regardless of the condition, as established in the Department of Animal Services FY10/11 Service Rate Study.

Estimated Live Impounds	366	x	\$146.00	per animal rate	=	\$53,436
Estimated Dead Drop Offs	162	x	\$25.00	per animal rate	=	\$4,050
				Estimated Total		\$57,486

This is only an estimate. Charges will be based on the actual usage each month.

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION Department of Animal Services		CONTRACT NO. 11-002	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600300	PROJECT-GRANT	PROGRAM
CLASS/LOCATION		CONTRACT AMOUNT \$ 57,486	
PERIOD OF PERFORMANCE:		July 1, 2010 through June 30, 2011	
COUNTY CONTACT : Frank Corvino (951) 358-7441 Betsey Webster (951) 358-7314		CONTRACTOR REPRESENTATIVE: Frank Coe (951) 769-8500	
PROGRAM NAME: Animal Shelter Services to the City			

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

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal shelter activities pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Beaumont, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

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

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

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

By

CITY

Alan Kapanicas

Print Name

ATTEST:

Date January 18, 2011

COUNTY

By

Chairman, Board of Supervisors

By

ATTEST: Kecia Harper-Ihem, Clerk

Date

FORM APPROVED COUNTY COUNSEL

BY

DAVID H.K. HUFF

DATE

1 **1. COUNTY OBLIGATIONS:**

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

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

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

9
10 **3. COMPENSATION:**

11 In consideration of services provided by COUNTY pursuant to Exhibit A, SCOPE OF
12 SERVICES, COUNTY shall be entitled to receive payment as specified in Exhibit B,
13 PAYMENT PROVISIONS, attached hereto and incorporated herein by this reference.

14
15 **4. AVAILABILITY OF FUNDING:**

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

21
22
23 **5. HOLD HARMLESS/INDEMNIFICATION:**

24 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
25 Districts, Special Districts and Departments, their respective directors, officers,
26 Board of Supervisors, elected and appointed officials, employees, agents and
27 representatives from any liability, claim, damage or action whatsoever, based or
28 asserted upon any actions of CITY, its officers, employees, subcontractors, agents

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

12 **5.2** With respect to any action or claim subject to indemnification herein by CITY,
13 CITY shall, at its sole cost, have the right to use counsel of its own choice and
14 shall have the right to adjust, settle, or compromise any such action or claim
15 without the prior consent of COUNTY; provided, however, that any such
16 adjustment, settlement or compromise in no manner whatsoever limits or
17 circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's
18 obligation to defend, indemnify and hold harmless COUNTY shall be subject to
19 COUNTY having given CITY written notice within a reasonable period of time of
20 the claim or of the commencement of the related action, as the case may be, and
21 information and reasonable assistance, at CITY's expense, for the defense or
22 settlement thereof. CITY's obligation hereunder shall be satisfied when CITY
23 has provided to COUNTY the appropriate form of dismissal relieving COUNTY
24 from any liability for the action or claim involved.

25 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
26 circumscribe CITY's obligations to indemnify and hold harmless COUNTY
27 herein from third party claims.
28

1 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts,
2 Special Districts and Departments, their respective directors, officers, governing
3 bodies, elected and appointed officials, employees, agents and representatives
4 from any liability whatsoever, based or asserted upon any negligent or willful
5 misconduct of COUNTY its officers, employees, subcontractors, agents or
6 representatives arising out of or in any way relating to this Agreement, including
7 but not limited to property damage, bodily injury, or death or any other element of
8 any kind or nature whatsoever arising from the performance by COUNTY, its
9 officers, agents, employees, subcontractors, agents or representatives of this
10 Agreement. COUNTY shall defend at its sole expense, all costs and fees
11 including but not limited to attorney fees, cost of investigation, defense and
12 settlements or awards of all Agencies, Districts, Special Districts and Departments
13 of the CITY, their respective directors, officers, governing body, elected and
14 appointed officials, employees, agents and representatives in any claim or action
15 based upon such negligent or omissions.

16 **5.5** With respect to any action or claim subject to indemnification herein by
17 COUNTY, COUNTY shall, at its sole cost, have the right to adjust, settle, or
18 compromise any such action or claim without the prior consent of CITY provided,
19 however, that any such adjustment, settlement or compromise in no manner
20 whatsoever limits or circumscribes COUNTY's indemnification to CITY as set
21 forth herein. COUNTY's obligation to defend, indemnify and hold harmless
22 CITY shall be subject to CITY having given COUNTY written notice within a
23 reasonable period of time of the claim or of the commencement of the related
24 action, as the case may be, and information and reasonable assistance, at
25 COUNTY's expense, for the defense or settlement thereof. COUNTY's
26 obligation hereunder shall be satisfied when COUNTY has provided to CITY the
27 appropriate form of dismissal relieving CITY from any liability for the action or
28 claim involved.

1 **5.6** The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe COUNTY's obligations to indemnify and hold harmless the CITY
3 herein from third party claims.

4
5 **6. INSURANCE:** COUNTY agrees to maintain the following insurance coverage's
6 during the term of this Agreement:

7 **6.1 Workers' Compensation:**

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

12 **6.2 Commercial General Liability:**

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

17 **6.3 Vehicle Liability:**

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

21 **6.4 General Insurance Provisions - All lines:**

22 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
23 admitted to the State of California and have an A M BEST rating of not
24 less than A: VIII (A:8).

25 **6.4.2** The insurance requirements contained in this Agreement may be met with
26 a program(s) of self-insurance.

27 **6.4.3** COUNTY shall provide CITY with a properly executed Certificate(s) of
28 Self Insurance and certified original copies of Endorsements effecting

coverage as required herein.

7. **TERMINATION:**

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

8. **FORCE MAJEURE:**

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

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

9. **ALTERATION:**

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

10. **SEVERABILITY:**

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

5 **11. RECORDS:**

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

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

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

18 **13. NONDISCRIMINATION:**

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

1
2 **14. VENUE:**

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

13 **15. ASSIGNMENT:**

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

20 **16. AMENDMENTS:**

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

27 **17. NOTICES:**

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

4 **COUNTY:**

5 Community Health Agency
6 Procurement/Contracts Administration
7 4065 County Circle Drive
8 Riverside, CA 92503
9 (951) 358-5097

Carbon Copy COUNTY:

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

8 **CITY:**

9 City of Beaumont
10 City Manager
11 550 E. Sixth Street
12 Beaumont, CA 92223
13 (951) 769-8500

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

15 // /// // ///

CITY OF BEAUMONT**EXHIBIT A****SCOPE OF SERVICES**

(Animal Shelter Services to the City)

It is the intention of the City of Beaumont, hereinafter referred to as CITY, that after cats and dogs impounded by the CITY Animal Control Officers have completed their holding/retention period and/or rabies quarantine, animals that have not been reclaimed by their owners will be taken by the CITY Animal Control Officers to the Animal Shelter, as designated below in Section 1. There is no guarantee of the length of time the animals will be sheltered or whether animals will be made available for adoption. All animals impounded by the CITY and conveyed to the Shelter shall have a CITY impound number and a description including age, breed, and gender. In addition, a description of the circumstances of the impound, i.e. stray, owner surrender, confiscate, etc., and the location of the impound shall be provided as well as any owner information relating to the animal. Any medical treatments, vaccinations and/or supportive care shall be included in the description provided to the COUNTY.

Until such time as CITY is prepared to provide sheltering during their holding/retention period and/or rabies quarantine, the CITY hereby retains COUNTY to operate and manage an Animal Shelter program for the CITY consisting of, but not limited to, impoundment, care and feeding of all domestic and other animals at the Shelter including vaccination; adoption of suitable animals and maintenance of the Shelter facility.

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following animal shelter services for the CITY:

1. Shelter Location: The COUNTY will house the CITY's animals at the Coachella Valley Animal Campus located at 72-050 Petland Place, Thousand Palms until such a time as the San Jacinto Valley Animal Campus located at 581 S. Grand Avenue, San Jacinto is operational for sheltering services.

1 The handling of these animals will comply with the terms of this contract, and the
2 COUNTY shall be responsible for the maintenance and operation of the Shelter, and the care of
3 the animals on a 24-hour basis as further detailed below.

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

7 **3. Shelter Services:**

8 **3.1 Treatment of Animals:** Adequate care and treatment of animals while in custody at
9 the Shelter to ensure that animals impounded are provided with humane and appropriate
10 levels of care including a clean environment, fresh water, adequate nutrition and
11 appropriate medical care.

12 **3.2 Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are
13 spayed or neutered, or that adequate provisions are made for such spaying or neutering if
14 COUNTY transfers any animals, or if adopted animal is unable to receive spaying or
15 neutering due to a medical condition.

16 **3.3 Volunteer Program:** Maintenance of a program to provide for the participation of
17 volunteers in programs relating to animals.

18 **3.4 Enforcement:** Enforce all relevant provisions of Title 6, ANIMALS, of the
19 City of Beaumont Municipal Code or State law as may be applicable to animals housed,
20 kept or maintained at the Shelter.

21 **3.5 Incoming Animal Identification:** Incoming animals must be checked immediately
22 for collar tag, and scanned for microchip by qualified Shelter staff within one hour of
23 arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-
24 four (24) hours of the animal impound by COUNTY.

25 **3.6 Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected
26 of being rabid, or involved in a bite investigation.

27 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all
28 animals impounded and/or quarantined at the Shelter. Absent any qualified waiver of fees,

COUNTY shall collect all impound, boarding and other fees on behalf of CITY and remit all such fees to the CITY on a quarterly basis.

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

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

3.8.2 Routine vaccinations and de-worming as needed

3.8.3 External parasite treatment, as necessary

3.8.4 Document the animal's incoming weight

3.8.5 Scan for microchip identification

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

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

3.9 Behavioral Assessments: Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.

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

1 **3.11 Community Adoption Partners:** California Food & Agricultural Code Sections
2 31108(b) and 31752(b) state that any stray dog or cat that impounded pursuant
3 to Divisions 14 and 14.5 of the Food & Agricultural shall, prior to the euthanasia of that
4 animal, be released to a 501(c) (3) nonprofit animal rescue or adoption organization, if
5 requested by the organization prior to the scheduled euthanasia of that animal. The public
6 or private shelter is authorized to enter into cooperative agreements with any animal
7 organization rescue or adoption organization. The shelter is also authorized to assess a fee,
8 not to exceed the standard adoption fee, for animals adopted or released in addition to any
9 required spay or neuter deposit.

10 **3.12 Foster Care Placement:** A foster care placement program can assist the Shelter by
11 improving animal care, giving certain animals a better chance of adoption, and lifting the
12 spirits and morale of staff and volunteers.

13 **3.13 Payments of Fees and Charges by the Public:** CITY agrees to adopt COUNTY
14 fee schedules, as amended and gives COUNTY permission to offer payment plans or waive
15 fees for CITY residents on a case by case basis as approved by the Director or appointed
16 designee. No payment plan or waiver of fees shall be given for rabies vaccinations, animal
17 licenses or State mandated fees.

18 **3.14 Vicious Dogs:** Any dog declared to be vicious and in custody of the Shelter either
19 under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be
20 released except as required by law or at the Directors discretion.

21 **3.15 License:** The CITY shall provide all required dog licensing activities and database
22 management. Any animal in custody redeemed by the animal's owner shall result in the
23 animal's owner being directed to complete animal licensing paperwork provided by the
24 CITY. The CITY shall provide a dropbox in the lobby area for residents to place the
25 paperwork. The CITY will arrange to pick up the contents of the dropbox. The animal
26 owners will be charged state-mandated fees. Those fees will be retained by COUNTY.
27 The COUNTY will provide CITY a list owners who reclaimed their pets for follow up
28 licensing activity.

1 **3.16 Euthanasia:** Provide humane euthanasia service as required for impounded animals
2 held at the Shelter for the lawful number of days, if such animal is not reclaimed by said
3 animal's owner and is deemed to be not adoptable by COUNTY. Animals that are
4 irremediably suffering from a serious illness or severe injury may not be held for owner
5 redemption or adoption. Only euthanasia methods approved by the American Veterinary
6 Medical Association shall be used.

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

11 **3.17 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply
12 with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping,
13 inventory, use, and disposal of all controlled substances.

14 **3.18 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their
15 nutritional needs.

16 **3.19 Vaccination of Incoming Animals:** All dogs and cats, except those which pose
17 health and safety risks for staff shall be vaccinated upon impoundment at the Shelter.

18 **3.20 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary
19 personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall
20 include any and all full or part-time personnel and shall include the recruitment,
21 supervision and assignment of volunteers in suitable Shelter-related activities. Personnel
22 employed at the Shelter in the performance of Shelter-related activities shall be designated
23 as COUNTY employees and any and all volunteers engaged in Shelter activities shall
24 participate in activities designated by COUNTY and shall be under the auspices of
25 COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of
26 CITY.

27 **3.21 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise
28 owner identifiable, for holding periods as required by law; unless the CITY can

1 demonstrate that the holding period was met by the CITY prior to bringing the animal to the
2 COUNTY for sheltering.

3 **3.22 Missing Animals:** COUNTY shall notify police immediately of any animal found
4 to be missing from the Shelter that had previously been impounded and/or in protective
5 custody.

6 **3.23 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to
7 provide maximum public access for the animals, to the extent possible.

8 **3.24 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean
9 and sanitary condition. COUNTY's policies and procedures in this area may include
10 beneficial standards and/or guidelines derived from reputable animal care organizations
11 including, but not limited to, the following: Humane Society of the United States,
12 American Humane Association, and American Veterinary Medical Association.

13 **3.25 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,
14 materials, medication, pharmaceuticals, and equipment, including forms and reports to
15 perform all aspects of the Shelter Services program.

16 **3.26 CITY Access:** COUNTY shall provide access to the authorized representatives of
17 CITY to the entire Shelter during normal business hours, and at such other times upon
18 reasonable notice.

19 **3.27 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to
20 livestock and fowl, either at the Shelter or at another location when such animals cannot be
21 cared for at the Shelter. Costs of housing any livestock or fowl, regardless of shelter
22 location, shall be charged to the owner of the animal, if known. If the animal's owner
23 wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the
24 Shelter; except as otherwise required by law, then and only then, will the COUNTY
25 authorize release of the animal. COUNTY shall notify CITY in writing where said
26 expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not
27 exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

28 COUNTY shall provide CITY a monthly accounting of all deposits for each calendar month

in such detail as reasonably required by CITY, no later than the twenty-fifth (25th) day of the following month.

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

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

4. Definitions:

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

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

4.1.2 Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

4.1.3 Counseling and advising animal owners.

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

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

1 **4.16** Humane euthanasia of animals as lawful and necessary, including the creation
2 of a log detailing those animals that are euthanized and the reasons for such
3 euthanasia on an animal-by-animal basis. This log shall further state whether the
4 animal was unhealthy and unsuitable for adoption.

5 **4.17** Proper disposal of dead animals.

6 **4.18** Care and maintenance of the Shelter facility, including land and buildings.

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

10 **4.2** “Adoptable Animal,” shall mean those animals eight weeks of age or older that at or
11 subsequent to the time the animals are impounded or otherwise taken into possession, have
12 manifested no sign of disease, injury, or congenital or hereditary condition that adversely
13 affects the health or temperament of the animal, or that is likely to adversely affect the
14 animal’s health in the future. Dogs declared as “vicious” under State and/or local laws are
15 unadoptable.

16 **4.3** “Treatable,” shall mean an animal with a medical condition such as skin problems
17 bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with
18 appropriate resources, holding space, treatment and/or time. “Treatable” shall also mean an
19 animal with behavioral conditions that may be corrected with time and proper training, such
20 as chasing animals/objects, food aggression, etc.

21 **4.4** “Untreatable Animal,” shall mean any animal that is irremediably suffering from a
22 serious illness or physical injury or behavioral condition and shall not be held for owner
23 redemption or adoption.

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CITY OF BEAUMONT**EXHIBIT B****PAYMENT PROVISIONS**

(Animal Shelter Services to the City)

COUNTY shall be entitled to receive payment for services rendered as specified herein:

1. Shelter Services Rate:

COUNTY will be compensated at the rate of one hundred forty six dollars (\$146) per animal for all live impounds and twenty five dollars (\$25) per dead drop off as established in the Department of Animal Services FY10/11 Service Rate Study.

1.1 Estimated Live Impounds 366 x \$146.00 per animal rate = \$53,436

1.2 Estimated Dead Drop Offs 162 x \$25.00 per animal rate = \$4,050

Estimated Total \$57,486

(This is only an estimate. Charges will be based on the actual usage each month.)

2. Addresses for Billing and Payment:

2.1 COUNTY shall submit invoice(s) to the CITY, on a monthly basis for the billable amount incurred during the preceding month, at the following address:

City of Beaumont
Accounts Payable
550 E. Sixth Street
Beaumont, CA 92223

2.2 CITY agrees to pay invoice(s), and shall submit payments to the following address for processing;

Community Health Agency
Accounts Receivable
P.O. Box 7849
Riverside, CA 92513

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