



Contract Number

23-590 A-1

SAP Number

Department of Public Health

Department Contract Representative	<u>Michael Shin, DPH Contracts</u>
Telephone Number	<u>(909) 832-0807</u>
Contractor	<u>Town of Apple Valley - Animal Shelter Services Department</u>
Contractor Representative	<u>Doug Robertson, Town Manager</u>
Telephone Number	<u>760-240-7000 ext. 7051</u>
Contract Term	<u>July 1, 2024 through June 30, 2025</u>
Original Contract Amount	<u>\$1,110,122</u>
Amendment Amount	<u>\$1,174,418</u>
Total Contract Amount	<u>\$2,284,540</u>
Cost Center	<u>9300261000</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 23-590 as follows:

SECTION B. CONTRACTOR RESPONSIBILITIES Subsections CC, DD, EE, FF, GG are added to read as follows:

- CC. Contractor will take part in monthly meetings with the County to discuss opportunities to improve overall service to the public.
- DD. Contractor will take pictures of animals received from the County’s Jurisdiction, as appropriate, and post to the Apple Valley Animal Shelter (AVAS) website. An Animal Control Officer may fulfill this requirement when impounding the animals at AVAS.
- EE. Contractor will explore the option of extending AVAS hours to increase public access.
- FF. Contractor schedules appointments to receive owner surrendered pets, and at times must suspend this practice to manage the daily intake of animals. Appointments and suspensions for owner surrendered

pets will include County animals, when activated by AVAS. These measures are being taken due to lack of kennel space and to reduce the need for euthanasia.

GG. Contractor and the County will collaborate to assess the feasibility of accessing their respective databases to streamline the process of reuniting lost pets with their owners.

SECTION D.1 TERM OF CONTRACT is amended to read as follows:

This Contract is effective as of July 1, 2024 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one (1) additional one-year periods by mutual agreement of the parties.

SECTION E. COUNTY RESPONSIBILITIES Subsection 4, 5 and 6 is added to read as follows:

4. County will dedicate staff to support all AVAS animal placement activities including adoptions, return-to-owner efforts, and the AVAS Animal Outreach Team that coordinates AVAS, rescue and foster operations in Apple Valley while also in support of Devore and Big Bear Shelters, and assist in controlling the level of customer service provided to the Rescue Groups.
5. County will take quarantined animals to the Devore Animal Shelter.
6. County will update website under Animal Care Service Areas to include a description of the service areas within the county unincorporated communities whose lost animals come to Apple Valley to better serve the residents in those areas looking for any lost pets. Additionally, County will update its website to indicate where animals from the unincorporated areas near Barstow would be kept to differentiate the High-Desert Region area and animals taken to Apple Valley.

SECTION F. FISCAL PROVISIONS Subsections 1, 2, 6, and 7 are amended and Subsection 13 is added to read as follows:

1. The maximum amount of payment under this Contract shall not exceed \$2,284,540 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. The minimum guaranteed payment for shelter services under this contract for fiscal year 2024-25 is \$89,534.77 per month. Thereafter, the minimum guaranteed payment shall be based on an annual rate of \$1,074,417.25 which includes the base rate of \$1,030,122 plus 4.3% (\$44,295.25) established by the Consumer Price Index (CPI) for the Riverside Area in March 2024.
6. County shall pay Contractor the monthly minimum guaranteed payment amount of \$89,534.77 upon receipt of the Contractor's invoice for services rendered during the previous month. Payment will not be delayed in connection with the submittal of required quarterly reports to the Animal Care Program.
7. Contractor will prepare monthly invoices by the fifteenth (15th) day of the month in a formal mutually agreed upon by the parties. Invoices shall be submitted to:

San Bernardino County
Department of Public Health
ATTN: Animal Care Fiscal
658 E. Brier Dr., 1st Floor
San Bernardino, CA 92408
(800) 472-5609

6. County shall pay Contractor the monthly minimum guaranteed payment amount of \$89,534.77 upon receipt of the Contractor's invoice for services rendered during the previous month. Payment will not be delayed in connection with the submittal of required quarterly reports to the Animal Care Program.
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13. County will allocate an additional \$100,000 in the Contract for a Community Cat - TNVR (Trap-Neuter-Vaccinate-Return) program of cats taken to AVAS by residents. Residents will be responsible for returning cats to the unincorporated area. County will provide cat traps for residents to rent under their program.

SECTION L. NOTICES is amended with an updated contact address to read as follows:

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Public Health
ATTN: Chief of Animal Care
658 E. Brier Dr., 1st Floor
San Bernardino, CA 92408
(800) 472-5609

Town of Apple Valley
ATTN: Town Manager
14955 Dale Evans Parkway
Apple Valley, CA 92307

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph

REPLACE ATTACHMENT A, AGREED UPON FEES, with ATTACHMENT A1, AGREED UPON FEES, attached hereto and incorporated herein.

All other terms and conditions of Contract No. 23-590 remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



TOWN OF APPLE VALLEY

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

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name Doug Robertson
(Print or type name of person signing contract)

Title Town Manager
(Print or Type)

Dated: _____

Address 14955 Dale Evans Parkway
Apple Valley, CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form
Daniel Pasek
► Daniel Pasek (Jun 13, 2024 15:45 PDT)
Daniel Pasek, Deputy County Counsel
Date 06/13/2024

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
[Signature]
► Joshua Dugas (Jun 13, 2024 15:49 PDT)
Joshua Dugas, Director
Date 06/13/2024

AGREED UPON FEES

Description	FY 24-25
Impound & Medical	
PROPOSED FLAT RATE BASED ON PERCENTAGE OF USE	
Annual Budget \$2,060,234 (Does not include funding for increased veterinary services)	
40% of Use - 2,748 Cats/Dogs (Maximum): 2748 x \$299.89 = \$824,098, includes medical	
45% of Use - 3,091 Cats/Dogs (Maximum): 3091 x \$299.89 = \$926,960, includes medical	
50% of Use - 3,435 Cats/Dogs (Maximum): 3435 x \$299.89 = \$1,030,122, includes medical	
Agreement TOTAL	\$1,030,122

¹ *Impounds Exceeding Maximum will be Billed at Rates Established within Agreement*

Deceased animals delivered to the shelter will be billed to County at the rate of \$10 per animal and not counted against the maximum impounds per this agreement. Payments received from animal owners will be credited to County to offset the debit.

County will provide Contractor annually with their adopted **County Fee Schedule** as related to Animals. The following categories will be recorded as credits when payments are received from Customer:

- **Animal Handling** – County is responsible for collecting owner-turn-in fees in the field. Only fees deposited with Contractor will be credited to the account per this agreement.
- **Animal Licensing** – County has indicated this will be a small percentage of the Customers and therefore Contractor has overhead annually.
- **Animal Sheltering** – Fees charged to Customer by County for Impound and Disposal, Dead Animal Disposal, and Spay/Neuter.

The following categories are fees or fundraising established by Contractor and **will not** be recorded as credits when payments are received from Customer unless expressly identified per this agreement.

- **Adoption Fees**
- **Microchip Fees**
- **Vaccination Fees**
- **Donations**
- **Rabies Clinics**
- **Boarding Fees after 5-days of Impoundment**
- **Medical Requested Euthanasia**