



**Contract Number**

23-590 A-1

**SAP Number**

**Department of Public Health**

**Department Contract Representative Telephone Number** Michael Shin, DPH Contracts  
(909) 832-0807

**Contractor** Town of Apple Valley - Animal Shelter Services Department  
**Contractor Representative Telephone Number** Doug Robertson, Town Manager  
760-240-7000 ext. 7051  
**Contract Term** July 1, 2024 through June 30, 2025  
**Original Contract Amount** \$1,110,122  
**Amendment Amount** \$1,174,418  
**Total Contract Amount** \$2,284,540  
**Cost Center** 9300261000

**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 (15<sup>th</sup>) 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., 1<sup>st</sup> Floor  
San Bernardino, CA 92408  
(800) 472-5609

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., 1<sup>st</sup> 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

TOWN OF APPLE VALLEY

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

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title Town Manager  
(Print or Type)

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 14955 Dale Evans Parkway

Apple Valley, CA 92307

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Daniel Pasek, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Joshua Dugas, Director  
Date \_\_\_\_\_

## AGREED UPON FEES

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

<sup>1</sup> *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**