



Contract Number

SAP Number

4400016943

Department of Public Health

Department Contract Representative	<u>John Greswit</u>
Telephone Number	<u>(909) 388-0255</u>
Contractor	<u>City of Twentynine Palms</u>
Contractor Representative	<u>Frank Luckino, City Manager</u>
Telephone Number	<u>(760) 367-6799</u>
Contract Term	<u>07/13/21 through 06/30/26</u>
Original Contract Amount	<u>\$25,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$25,000</u>
Cost Center	<u>9300261000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as "County", desires to provide animal shelter services and

WHEREAS, County has been allocated general funds to provide such services; and

WHEREAS, County finds the City of Twentynine Palms, hereafter referred to as "Contractor", qualified to provide animal shelter services; and

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

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. DEFINITIONS..... 3

II. CONTRACTOR SERVICE RESPONSIBILITIES..... 3

III. CONTRACTOR GENERAL RESPONSIBILITIES..... 5

IV. COUNTY RESPONSIBILITIES 11

V. FISCAL PROVISIONS 11

VI. RIGHT TO MONITOR AND AUDIT 12

VII. CORRECTION OF PERFORMANCE DEFICIENCIES 13

VIII. TERM..... 14

IX. EARLY TERMINATION..... 14

X. GENERAL PROVISIONS..... 14

XI. CONCLUSION 17

ATTACHMENTS

ATTACHMENT A – HEALTH AND SANITATION AND ANIMAL REGULATIONS

ATTACHMENT B – SCHEDULE OF AGREED UPON FEES

I. DEFINITIONS

- A. Contract Year - County's fiscal year (July 1st through the following June 30th) and each subsequent year thereafter for the duration of the agreement.
- B. Department of Public Health Animal Care and Control Program (ACC) – The program that provides animal care and control for the residents of the unincorporated areas of the County of San Bernardino.
- C. Euthanasia – The act of causing the painless and easy death of animals. 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."
- D. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- E. Impoundment – The taking into custody of any animal: (1) found in violation of State and/or County laws and codes; (2) for the protection of animal or human health and/or safety; (3) for any similar circumstances; and the animal is housed in a shelter facility or transported to a veterinarian.
- F. Licensing Services – Contractor shall collect, on behalf of County, all pick up and handling fees and dog license fees. Contractor shall use the most current rates established in the County Code Section 16.0213A (b) – current rate schedule is attached and referenced as Attachment B, Schedule of County Fees.
- G. Quarantine – The strict confinement, for a specific amount of time, of an animal, either on private property or in a shelter (or similar) setting, 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.
- H. Quarter or Quarterly – The three-month period beginning with the contract effective date.
- I. Service Area – The entire unincorporated area of the Low Desert region of the County.
- J. Shelter Services – Contractor shall maintain and operate an animal shelter (public pound) in accordance with the minimum standards prescribed by the State of California and the governing Health Department. Services provided by Contractor for the County (for residents or animals within the service area described in Section I, Paragraph I) shall include: impounding stray and/or owner released animals; providing proper care and treatment; and the quarantine of biting animals. A copy of Title 3, Division 2, Chapters 1 and 2 of the County Code that governs animals is attached as Attachment A, Health and Sanitation and Animal Regulations.
- K. Stray – Any animal with no identification or with no known owner or keeper.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. Contractor shall accept for impoundment stray animals from the Service Area, which are brought to the Contractor by County officers, Sheriff Deputies, constable, authorized individuals, and residents of the Service Area. Stray animals shall be impounded by Contractor and County shall reimburse Contractor for cost of such animals, as specified in Attachment B, Schedule of Agreed Upon Fees.

- B. Contractor shall accept for impoundment animals involved in bite cases which are delivered to the shelter by persons authorized in Section II, Paragraph A, and shall quarantine said animals for the period described by County Code, Title 3 (Attachment A), subject to availability of space at shelter. Quarantined County animals shall not be released or destroyed without prior written or verbal approval of the County.
- C. Contractor shall require residents of the Service Area delivering stray animals to sign a County-supplied 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. A copy of the signed impound card shall accompany the monthly billing to the County.
- D. Contractor shall provide proper care and treatment to any animal impounded in accordance with all provisions of the California Food and Agricultural Code, the Penal Code, and other applicable statutes and regulations pertaining to the operation of an animal shelter.
- E. Contractor shall accept dead animals which are delivered to the shelter by residents of the Service Area or persons authorized in Section II, Paragraph A.
- F. Contractor shall provide medical and/or veterinary services to any animal delivered to the shelter that is injured or sick provided that County shall pay for cost of such care. Costs exceeding \$50.00 requires approval from County Animal Care and Control Supervisor.
- G. Contractor shall maintain and operate an adequate, suitable and sanitary animal shelter (public pound) in compliance with the standards prescribed by the State and the governing Health Department.
- H. Contractor shall ensure that impounded animals will be displayed to public to allow owner identification. When such animals are wearing identification, known owners will be contacted by telephone and by mail. Owned animals must be held for ten (10) business days. If animals are not redeemed by their owners and adoption holds have not been placed, some may be made available for adoption for an additional time period on a space available basis. Those which are neither redeemed nor adopted may be euthanized after the mandatory hold period, as mandated by provisions in the Food and Agricultural Code, has elapsed from the time said animal was apprehended.
- I. Contractor may euthanize all stray animals brought to the shelter by persons authorized in Section II, Paragraph A, provided that it is in compliance with State law and no animals so impounded shall be euthanized without notice to the owner of such animals, if that person is known. Animals impounded under the provisions of the County Code shall be euthanized only after the mandatory hold period, as mandated by provisions in the Food and Agricultural Code and San Bernardino County Code, has elapsed from the time said animal was apprehended, except when immediate euthanasia of animal is authorized by State law.
- J. Contractor shall provide a method of animal euthanasia acceptable to the State and County. All applicable Federal, State, and County guidelines shall be followed and the Contractor is responsible for employing trained and certified personnel who have been properly trained and certified in performing animal euthanasia.
- K. Contractor shall obtain prior written approval from County for euthanasia of any animal held at shelter due to a criminal or civil court case involving said animal.
- L. Contractor shall collect pick up and handling fees on behalf of and as directed by County, using established County fees per the current County Fee Ordinance. Contractor shall issue receipts for all fees collected and shall keep copies thereof for review and/or audit by County.

- M. Contractor shall sell and issue dog licenses on behalf of County to residents living in the Service Area using the established County fees per the current County Fee Ordinance. Contractor shall issue receipts for all license fees collected and shall keep copies thereof for review and/or audit by County. County shall provide license tags, license forms and receipt books. License fees will be remitted to the County.
- N. In cases of County impounded animals reclaimed by owners, the Contractor shall collect from the owners, all Contractor imposed fees which shall be retained by the Contractor. The County shall not be charged for the impoundment of such animals.
- O. Contractor shall verify dog license status on all impounded dogs for the purpose of ascertaining the number of unlicensed dogs and to foster compliance with the County Code.
- P. Contractor shall maintain records of all animals by species delivered to the Shelter by parties authorized in Section II, Paragraph A. Contractor shall report to the County not later than the 10th day of each month, the total number of each species of animal delivered to the Contractor.
- Q. Contractor shall be paid monthly upon receipt of Contractor report specified in Section II, Paragraph P.
- R. Agree that in performing the services related to collecting and receipting moneys received from the public described in Section II, Paragraph H, Contractor shall use the fees established by County per the current County Fee Ordinance, which may be changed by the County from time to time, and will be provided to Society by County.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment

with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- F. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DPH through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph S of this Section III. All approved subcontractors shall be subject to the provisions of this Contract.

For any subcontractor, Contractor shall:

- 1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 - 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 - 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- G. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

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

- I. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- J. Contractor shall designate an individual to serve as the primary point of contact for the Contract and a secondary point of contact in the event the primary point of contact is unavailable. Contractor or designee must respond to County inquiries within two (2) County business days.
- K. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- L. Contractor shall provide to the County its policies and procedures, 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 available to all recipients.
- M. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- N. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- O. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

P. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

Q. Contractor 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 County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs 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.

R. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by the County, except as prohibited by law.

The County of San Bernardino agrees to defend, indemnify and hold harmless the Contractor, its officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by Contractor, except as prohibited by law

In the event that the County and/or Contractor are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, the County and/or Contractor shall indemnify the other to the extent of its comparative fault.

2. Insurance – County and Contractor 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 Contract.

3. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
4. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

The County shall require the carriers of required coverages to waive all rights of subrogation against the Contractor, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to loss or claim. The County hereby waives all rights of subrogation against the Contractor.

- S. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- T. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- U. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- V. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- W. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- X. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's

environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- Z. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the Director of the Department of Public Health or their designee, and shall include County approved branding.
- AA. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- BB. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

- A. County may make sanitation inspections of the Contractor's facilities for the purpose of ascertaining conformance to the County's standards, regulations, and terms of the Contract.
- B. County shall provide impound slips, license application forms, license tags for animals, current tag list, and official receipt books for Contractor's use.
- C. County shall present animals for impoundment as described in County Code 32.0102 and as referenced in Attachment A.
- D. County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County.
- E. County shall compensate Contractor as specified in Section V, Fiscal Provisions.

V. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$25,000, and shall be subject to availability of 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. County shall not be responsible for any costs incurred by Contractor, associated with the provision of animal shelter services to County, which exceed the maximum amounts identified in this paragraph.
- B. County shall pay Contractor upon receipt of the Contractor's invoice for services rendered during the previous month and submittal of required monthly report as described in Section II, Paragraph Q. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on

the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.

- C. Contractor shall submit its monthly invoices to:

County of San Bernardino, Department of Public Health
Animal Care & Control Division
351 N. Mountain View Avenue, 3rd Floor
San Bernardino, CA 92415-0003

- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. Contractor shall provide County with annual statistical data for County's preparation and filing of a State Mandated Refund (SB90) claim. The annual statistical data shall be due to County no later than November 30th following the Contract Year of service.
- I. The fees for services under this Contract for FY 2021-22 shall be based upon the Schedule of Agreed Upon Fees (Attachment B). After FY 2021-22, the fees for services shall be adjusted annually effective July 1 of each year. The fees for services under this Contract starting from July 1, 2022, shall be based upon the Schedule of Agreed Upon Fees (Attachment B) and adjusted based upon the change in the Consumer Price Index for the month of May (preceding the 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).

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and

every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of July 13, 2021, and expires June 30, 2026, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Twentynine Palms
Attn: City Manager
6136 Adobe Road
Twentynine Palms, CA 92277

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Program: County of San Bernardino
Department of Public Health
Attn: Brian Cronin
351 North Mountain View Ave., Third Floor
San Bernardino, CA 92415-0003

- B. In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
 - 1. This Contract;
 - 2. Attachments to this Contract, as indicated herein; and
 - 3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power

or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

- D. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- E. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- F. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- G. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- K. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- L. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- M. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- N. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- O. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

XI. CONCLUSION

- A. This Contract, consisting of seventeen (17) pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract 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.
- D. IN WITNESS WHEREOF, the County of San Bernardino and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

 Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

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

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

Name Frank Luckino
 (Print or type name of person signing contract)

Title City Manager
 (Print or Type)

Dated: _____

Address 6136 Adobe Road
 Twentynine Palms, CA 92277

FOR COUNTY USE ONLY

Approved as to Legal Form ► Daniel Pasek, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► Jennifer Mulhall-Daudel, HS Contracts Date _____	Reviewed/Approved by Department ► Andrew Goldfrach, Interim Director Date _____
---	--	--

TITLE 3: HEALTH AND SANITATION AND ANIMAL REGULATIONS**DIVISION 2: ANIMALS****Chapter 1: Animal Control Sections:**

- 32.0101 Definitions.
- 32.0102 Impoundment of Animals - Persons Charged with Enforcement.
- 32.0103 Disposition of Impounded Animals.
- 32.0104 Record of Impounded Animals
- 32.0105 Disposition of Dead Animals.
- 32.0106 Deleted by Ordinance 2100.
- 32.0107 Abandoned Animals.
- 32.0108 Control of Animals.
- 32.0109 Female Dogs and Puppies.
- 32.0110 Wild, Exotic or Non-domestic Animals in Captivity.
- 32.0111 Licensing of Animal Establishments Other Than Dog Kennels and Catteries.
- 32.0112 Application for a License to Operate.
- 32.0113 General Regulations Relating to Animals.
- 32.0114 Expiration of License.
- 32.0115 Renewal of License.
- 32.0116 Inspection.
- 32.0117 Revocation of License.
- 32.0118 License not Transferable.
- 32.0119 Animals Which Habitually Make Noise.
- 32.0120 Penalties.
- 32.0121 Injunction.

32.0101 Definitions.

- (a) The term "animal" as used herein shall mean any mammal, poultry, fowl, reptile, fish, or any other living creature.
- (b) The term "abandoned animal" as used herein shall mean any animal left unattended for a minimum of twenty-four (24) hours without receiving proper care and/or treatment by its owner or caretaker.
- (c) The term "animal control officer" as used herein shall mean any person duly appointed by the Health Officer and authorized to act on his/her behalf in the enforcement of the Animal Care and Control Program.
- (d) The term "animal menagerie" as used herein shall mean any place where wild animals are kept or maintained for private or commercial purposes, including places where wild animals are boarded, trained, or kept for hire.
- (e) The term "potentially dangerous animal" as used herein shall mean any of the following:
 - (1) Any animal which, unprovoked, on two separate occasions within any thirty-six month period, engages in any behavior that requires defensive action by any person to prevent bodily injury, but only if the person and the animal are off the property of the owner or keeper of the animal when the animal behavior occurs.
 - (2) Any animal, which, unprovoked, bites a person causing a less than severe injury, as defined in subsection (y) of this section
 - (3) Any animal, which, unprovoked, kills, seriously bites or otherwise inflicts or causes injury to a domestic animal, but only if such occurs off the property of the owner or keeper of the attacking animal.
- (f) The term "animal shelter" as used herein shall mean all places where impounded animals are to be confined, whether by the County or by a private person or persons under contract or agreement with the County.
- (g) The term "vicious animal" as used herein shall mean any of the following:
 - (1) Any animal seized under section 599(aa) (fighting animals) of the California Penal Code and fighting dogs as provided in subdivision (a) of section 597.5 of the California Penal Code when there has been a conviction of the owner or keeper of the subject dogs under that subdivision of the Penal Code.

- (2) Any animal which, unprovoked, inflicts severe injury on a human being, as such injury is defined in subsection (y) of this section, or kills a human being.
- (3) Any animal previously determined and currently listed as a potentially dangerous animal, which, after its owner or keeper has been notified of this determination, continues the behavior described in subsection 32.0101(e) or is maintained in violation of section 32.1405 of this Code.
- (h) The term “wild animal” as used herein shall mean any wild, exotic, dangerous or venomous animal, including but not limited to mammals, fowl, fish, or reptile.
- (i) The term “cat” as used herein shall mean all domesticated felines.
- (j) The term “chief officer” as used herein shall mean the San Bernardino County Public Health Program Manager assigned to the Animal Care and Control program or any other person so designated.
- (k) The term “dog” as used herein shall mean any dog of any age, female or male.
- (l) The term “altered dog” as used herein shall mean any dog which has been certified in writing by a veterinarian as being nonreproductive.
- (m) The term “guard dog” as used herein shall mean any dog used for the purpose of guard duty.
- (n) The term “unlicensed dog” as used herein shall mean any dog for which a current license has not been paid, or to which the current tag provided for in this Code is not attached.
- (o) The term “enclosure” as used herein shall mean a pen or structure suitable to confine an animal determined potentially dangerous or vicious. The enclosure shall be designed to prevent the animal from escaping and to prevent the entry of young children and other persons.
- (p) The term “health officer” as used herein shall mean the San Bernardino County Health Officer or any other person duly authorized to act on his/her behalf.
- (q) The term “impoundment” as used herein shall mean the picking up of an animal by a duly authorized person and bringing it into an animal shelter for confinement, custody, and disposition.
- (r) The term “leash” as used herein shall mean any rope, leather strap, chain or other material not exceeding six feet in length being held in the hand of a person capable of controlling the animal to which it is attached.
- (s) The term “license tag” as used herein shall mean a piece of metal or other durable material inscribed with a date and number which has been issued by the County or a municipal dog licensing agency.
- (t) The term “livestock” as used herein shall mean all domesticated bovine, equine, caprine, ovine and porcine species.
- (u) The terms “owner or keeper” as used herein shall mean any person who owns or maintains an animal, or who harbors or keeps an animal for fifteen (15) or more consecutive days, except a veterinarian or an operator of a grooming shop, a kennel or a pet shop engaged in the regular practice of this business.
- (v) The term “perimeter fence” as used herein shall mean a fence which shall guard and contain the enclosure and shall be totally separate from such enclosure and shall be a minimum of six (6) feet in height and shall be at least six (6) feet from the enclosure on all sides to prevent contact between the animal and the public.
- (w) The term “person” as used herein shall mean any person, firm, partnership, corporation, trust, or any association of persons.
- (x) The term “registration” as used herein shall mean that any animal which has been declared Potentially Dangerous or Vicious shall be registered as such with the Animal Care and Control Program.
- (y) The term “severe injury” as used herein shall mean any physical injury to a human being, which results in muscle tears or disfiguring lacerations or which requires multiple sutures or corrective or cosmetic surgery.
- (z) The term “shelterkeeper” as used herein shall mean the San Bernardino County Public Health Animal Shelter Supervisor assigned to the Animal Care and Control program or any other person so designated by the Health Officer.
- (aa) The term “stray” as used herein shall mean any animal with no identification or with no known owner or keeper.

Adopted Ordinance 962 (1961); Amended Ordinance 1455 (1968); Amended Ordinance 1603 (1970); Amended Ordinance 1764 (1972); Amended Ordinance 3804 (2000); Amended Ordinance 3908 (2004);

32.0102 Impoundment of Animals – Persons Charged with Enforcement.

- (a) The Sheriff and his deputies, Animal Control Officers, every Shelterkeeper and any person employed or designated for that purpose by the Board of Supervisors are hereby authorized and empowered to:
 - (1) Capture, receive, take up and impound:
 - (A) Any dog or other animal found running at large in violation of this Code or of any law of the State of California.
 - (B) Any dog or other animal which is harassing any person.
 - (C) Any dog, which is harassing an animal upon the premises of any person's property or public place, including the owner's or keeper's property.
 - (D) Any animal, including wild animals, being kept or maintained within a person's property in violation of this Code or of any law of the State of California.
 - (E) Stray or abandoned animals.
 - (F) Dogs, which are not licensed or not vaccinated, in violation of this Code.
 - (G) Any animals delivered for disposition, by its owner, when the owner has paid the required fee and signed forms releasing all title and interest in the animal.
 - (H) Any animal which cannot be cared for by its owner or custodian because of the owner or custodian's imprisonment, illness, bankruptcy, litigation, or other contingency, or because the owner or custodian cannot be found.
 - (2) Regularly and adequately provide food, water and otherwise care for all animals impounded under the provisions of this Code.
 - (3) Take up and impound any sick or injured animal whose owner is unknown or unidentified; to humanely destroy any such injured animal, when, in the opinion of the officer, registered veterinary technician or a licensed veterinarian, such destruction is necessary and humane; and make proper disposition of such destroyed animal. Should the owner of an injured or destroyed animal be identified, the owner shall be immediately notified of its injury or destruction.
 - (4) Perform any other acts necessary to carry out the provisions of this Code and of the laws of the State of California relating to animals.
- (b) The officer having custody of any impounded animal may, by humane methods, summarily destroy the animal if:
 - (1) the animal is suffering from any incurable or contagious disease as certified to by a licensed veterinarian or registered veterinary technician and the destruction has been approved by the Chief Officer, or designee, of the Animal Care and Control Program;
 - (2) the animal is in the field and it is too severely ill or injured to move or where a veterinarian is not available and it would be more humane to dispose of the animal and the destruction is approved by the Chief Officer, or designee, of the Animal Care and Control Program;
 - (3) the animal is in the act of killing, wounding or persistently pursuing a human being.
- (c) Except as provided in Food and Agriculture Code sections 3175 or 31108 for owner redemption, any officer having in his/her custody any unlicensed, impounded animal not suffering from any infectious or communicable disease may release the animal to any adult person who will pay the pound fees and charges as specified in the San Bernardino County Code Schedule of Fees. If a resident of an unincorporated area, the person shall also pay rabies vaccination and license fees for a dog.
- (d) All the provisions of this Code pertaining to impounded, unlicensed dogs, except the licensing provisions thereof, shall apply to impounded cats.
- (e) The Shelter keeper or any duly authorized person shall have the right to receive and dispose of animals delivered into his/her possession by their owners and shall charge a fee for each animal delivered into custody pursuant to San Bernardino County Code Schedule of Fees.
- (f) Any impounded animal that has not been redeemed or adopted may be disposed of by euthanasia in accordance with State and County laws.

Adopted Ordinance #962 (1961); Amended Ordinance #1455 (1968); Amended Ordinance #1603 (1970); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0103 Disposition of Impounded Animals.

- (a) An impounded animal may be redeemed by payment of a specified shelter fee in addition to the daily charges and other charges, if any, for each day the animal has been impounded, pursuant to the San Bernardino County Code Schedule of Fees.
- (b) Any dog over the age of four (4) months that has been impounded shall not be released from the pound, or from any shelter that is under contract with the County of San Bernardino, unless it shall first be licensed in accordance with the provisions of this Code.
- (c) Any officer acting under the provisions of this Code and impounding a licensed dog or otherwise identifiable animal, shall give notice of the impounding of the animal in person or by first class mail, postage prepaid, to the last known address of the owner. If the animal is not redeemed and the owner or possessor does not pay the license fee, obtain a license tag, and pay the fees required as specified in this Code after notice has been given, the officer shall destroy or dispose of such animal.
- (d) In accordance with California Food & Agriculture Code, sections 30503 (c) (dogs: spay/neuter), 31108 (b) (impounded dog) and 31752 (b) (cats: spay/ neuter) in which the County is authorized to release any stray dog or cat that is impounded prior to it being euthanized to an animal rescue group that has entered into an agreement with the County, the adoption fee and spay/neuter deposit shall be waived on said animal and authority is given to the Health Officer to enter into

Adopted Ordinance #962 (1961); Amended Ordinance #1753 (1972); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0104 Record of Impounded Animals. Each Shelterkeeper, Animal Control Officer, or any other duly authorized person, shall keep a record of all animals impounded by him/her that shall show:

- (a) Date of impoundment.
- (b) License tag number, if any.
- (c) Complete description of animal.
- (d) Date and manner of its disposal, and
- (e) If redeemed, sold or rescued, the name and address of the person by whom redeemed, purchased or rescued, the amount of all fees and other monies received or collected by him/her and the disposition thereof.

Adopted Ordinance #962 (1961); Amended Ordinance #1753 (1972); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0105 Disposition of Dead Animals.

When any dog or other animal owned by or in the custody or control of any person or found in any person's private property dies, such person shall, within twenty-four (24) hours, provide for the burial, incineration, or other disposition of the body of such dead animal in a safe and sanitary manner.

It shall be unlawful for any person to dispose of the body of such dead animal in any public or private property, other than his own, without proper authorization from the County Health Department.

Adopted Ordinance #962 (1961); Amended Ordinance #1753 (1972); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0106 Deleted by Ordinance 2100 (1976).

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #1767 (1972); Amended Ordinance #1779 (1972); Amended Ordinance #1821 (1973); Amended Ordinance #3804 (2000);

32.0107 Abandoned Animals.

It shall be unlawful to abandon any animal in the County of San Bernardino.

Adopted Ordinance #962 (1961); Amended Ordinance #1603 (1970); Amended Ordinance #1753 (1972); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0108 Control of Animals.

- (a) No person owning or having control of any animal shall permit such animal to stray, to run at large upon any private or public street, sidewalk, schoolground, public park, playground, place of public assembly or any other public place or upon any unenclosed private lot or other unenclosed private place or upon any private property without the consent of the owner or person in control thereof. Parkways comprising the area between the street and sidewalk shall be included as private property for purposes of this section.
- (b) Any person who finds any animal which has strayed or is running at large upon his/her own property or any other place contrary to the provisions of this chapter, may take possession of and hold same provided, within four (4) hours after securing possession thereof, he/she shall notify the Health Officer or Animal Control Officer or the Sheriff of the fact that he/she has such animal in his/her possession and give the Health Officer, Animal Control Officer, or Sheriff full information in regard to the animal, including a complete description of the animal and license number, if any, and shall surrender the animal to the Health Officer, Animal Control Officer, or Sheriff upon demand.
- (c) No person may lawfully bring his/her dog out of his/her property unless:
 - (1) The dog is restrained by a leash and is in the charge of a person competent to restrain the dog; or
 - (2) The dog is properly restrained and enclosed in a vehicle, cage or similar enclosure.
- (d) Any dog found running at large, running loose or unrestrained may be impounded by the Health Officer, Animal Control Officer, or Sheriff for a period of not less than ninety-six (96) hours. Any unclaimed dogs shall then be destroyed or disposed of in accordance with section 32.0103 of this Code.
- (e) There shall be a reclaiming fee for all impounded dogs, as set forth in the San Bernardino County Code Schedule of Fees.
- (f) A person having custody of any dog shall not permit, either willfully or through failure to exercise due care or control, any such dog to defecate or urinate upon a public street or sidewalk; the floor of any common hall in any apartment house, hotel or other multiple dwelling; upon any entrance way, stairway, or wall immediately abutting on a public sidewalk; or upon the floor of any theater, shop, store, office building, or other building used by the public.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #1767 (1972); Amended Ordinance #1779 (1972); Amended Ordinance #1821 (1973); Amended Ordinance #3804 (2000);

32.0109 Female Dogs and Puppies.

- (a) It shall be unlawful for any person to permit any female dog that is owned, harbored or controlled by that person, when said female dog is in heat or in season or breeding condition, to be unconfined and in such a manner that it attracts stray male dogs.
- (b) All dogs under four (4) months of age and until vaccinated shall be confined to the premises of or kept under physical restraint by the owner or keeper. Nothing in this chapter shall be construed to prevent the sale or transportation of a puppy younger than four (4) months of age.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #2100 (1976); Amended Ordinance; Amended Ordinance #3804 (2000);

32.0110 Wild, Exotic or Nondomestic Animals in Captivity.

No person shall have, keep, maintain, breed, sell, trade or let for hire, any wild, exotic, dangerous, or nondomestic animal without first applying to any receiving special authorization from the Health Officer. The keeping or maintenance of such animals shall also conform to the appropriate zoning codes as well as laws and regulations promulgated by the State of California and the Federal government.

The Health Officer may authorize the keeping or maintaining of any wild, exotic, dangerous or nondomestic animal when, in his or her opinion, any such animal may be kept or maintained without endangering the safety of any person, any animal or property, nor create a nuisance; provided however, that the Health Officer may require any such animal be properly caged, tethered, or restrained, and may create such additional requirements as may be necessary and proper under the circumstances. The Health Officer shall also require that the owner or keeper of any privately owned wild, exotic, dangerous or nondomestic animal pay a license fee as specified in the County Schedule of Fees; the initial fee to be paid at the time of application. The Health Officer may revoke such authorization when, in his or her opinion, the safety of any person, other animal or property is endangered, or the keeping of such animal creates a nuisance. The provisions of this section shall not be applicable to licensed circuses, carnivals, zoos, or other collections of wild animals under jurisdiction of a city, or the State or Federal government.

Adopted Ordinance #962 (1961); Amended Ordinance #1512 (1969); Amended Ordinance #1764 (1972); Amended Ordinance #2995 (1986); Amended Ordinance #3804 (2000);

32.0111 Licensing of Animal Establishments Other Than Dog Kennels And Catteries.

No person shall conduct or operate any pet shop, pet grooming parlor, public aquarium, game bird farm, petting zoo, wild animal breeding or boarding facility, or animal menagerie, without first obtaining a license from the County Health Officer. Any such establishment shall also conform to the appropriate zoning codes.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0112 Application for a License to Operate.

An application for a license to operate a pet shop, pet grooming parlor, public aquarium, game bird farm, petting zoo, wild animal breeding or boarding facility, or animal menagerie, shall be made in writing to the Health Officer. Not later than ten (10) days after receipt of the application by the Health Officer, the facilities for which said license is requested will be examined by the Health Officer. No license shall be issued or renewed unless and until all general regulations relating to animals, as set forth by the Health Officer, are complied with, and an annual fee as specified in the County Schedule of Fees is paid. Any building or structure used in the housing or maintaining of said animals shall be approved by the County Building Department.

32.0113 General Regulations Relating to Animals.

Every person within the County of San Bernardino who owns, conducts, manages, or operates any animal establishment for which a license is required by this chapter, shall comply with each of the following conditions:

- (a) Housing facilities for animals shall be structurally sound and shall be maintained in good repair to protect animals from injury and restrict entrance of other animals.
- (b) All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.
- (c) All animals shall be supplied with sufficient good wholesome food and water as often as the feeding habits of the respective animals require.
- (d) Animal buildings and enclosures shall be so constructed and maintained as to prevent the escape of animals.
- (e) All reasonable precautions shall be taken to protect the public from the animals and animals from the public.
- (f) Every building or enclosure wherein animals are maintained shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required according to the physical needs of the animals.
- (g) All animal rooms, cages, and runs shall be of sufficient size to provide adequate space for clean water and proper housing for animals kept therein.
- (h) All animal runs shall be approved construction and shall be provided with adequate waste and manure disposal and for drainage into an approved sewer or individual sewer disposal installation.
- (i) All animals shall be taken to a licensed veterinarian for examination and treatment if so ordered by the Health Officer.
- (j) Every precaution shall be taken to avoid the production of nuisances and any hazard to the public health as a result of the presence of any wild, dangerous and/or exotic animals.

- (k) Every violation of applicable regulation shall be corrected within a reasonable time to be specified by the Health Officer.
- (l) Failure of the applicant for said license to comply with any of the foregoing conditions shall be deemed just cause for the denial of any license, whether original or renewal.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0114 Expiration of License.

Any license issued under this chapter shall expire at the end of such fiscal year in which the license is issued.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0115 Renewal of License.

The procedure for the renewal of any license shall be subject to the same conditions and shall be done in the same manner as the issuance of an original license.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0116 Inspection.

The Health Officer shall have the authority to enter upon any area or premises to enforce the provisions of this chapter.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0117 Revocation of License.

The Health Officer may revoke any license issued pursuant to this chapter, whenever he or she shall determine from an inspection that any animal establishment fails to meet all conditions contained in section 32.0113, or for any other violation of this chapter.

Any revocation of a license shall be effective until all conditions of section 32.0113 have been met and complied with or such other violation of this chapter has been remedied, to the satisfaction of the Health Officer and written notice of this fact has been given to the licensee. Upon receipt of notice of compliance the license shall be deemed in full force and effect for the remainder of the original term for which issued.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0118 License Not Transferable.

Licenses issued pursuant to this chapter shall not be transferable, except when the owner of such property sells the original property that included a licensed animal establishment within such property, and the licensed animal establishment remains within the confines of the original property.

Adopted Ordinance #962 (1961); Amended Ordinance #1764 (1972); Amended Ordinance #3804 (2000);

32.0119 Animals Which Habitually Make Noise.

- (a) Excluding noise from property not zoned for residential purposes (property without "R" in its zoning classification), it shall be unlawful for any person owning or having control of one or more of any animal, either willfully or through failure to exercise proper control, to allow such animal to habitually bark, howl, crow, or make any other loud noises in such a manner as to at any time, day or night, cause general annoyance or discomfort to a neighboring inhabitant. The standard of general annoyance or discomfort is a "reasonable person" standard, i.e., the noise is such that a reasonable person, under the same or similar circumstances, would suffer annoyance or discomfort.
- (b) Evidence of a violation may be based upon complaints from neighboring inhabitant(s), hereby defined as persons living within two hundred (200) yards of such animal owner or keeper's premises, or if said animal wanders outside of said premises, within two hundred (200) yards of any place where such animal wanders outside of said premises.

If there is more than one neighboring inhabitant, as defined above, evidence of a violation requires complaints from at least two (2) neighboring inhabitants living in separate residences.

If there is only one neighboring inhabitant, evidence of a public nuisance may be based on a complaint from only one (1) person or persons in that household.

If there is more than one neighboring inhabitant, as defined above, evidence of a public nuisance may, upon application of a single complaining neighboring inhabitant, be established by that person by seeking a waiver from the chief officer of the two-complainant requirement. To obtain such a waiver, a single complainant shall provide to the Animal Control Officer additional credible evidence of a violation, which may include, but is not limited to, tape recordings, videotapes, sound monitoring logs, photographs, maps, or declarations of other persons.

If the complainant(s) lives in excess of two hundred (200) yards of such animal owner or keeper's premises, that person or those persons may establish evidence of a violation by seeking a waiver from the chief officer of the two hundred (200) yard requirement. To obtain such a waiver, a complainant or complainants living more than two hundred (200) yards from the noise shall provide to the Animal Control Officer additional credible evidence that he/she/they are experiencing a level of noise comparable to a person residing within two hundred (200) yards of the noise, which evidence may include, but is not limited to, tape recordings, videotapes, sound monitoring logs, photographs, maps, or declarations of other persons living a similar distance away from the noise.

- (c) The Animal Control Officer will substantially follow the procedures below in responding to all complaints of noisy animals, however, the procedures and timelines set forth herein are discretionary and not mandatory. Should a particular stage in the process take longer than the period set forth, or should exceptional circumstances require any of the periods be shortened, the process may proceed to the next step without the necessity of repeating any prior step.
 - (1) Upon receiving an initial complaint from any person, either orally or in writing, the owner(s) or keeper(s) of the animal that may be violating this section will be sent a courtesy abatement letter. The letter will notify the owner(s) or keeper(s) that San Bernardino County Animal Care and Control has received a complaint or complaints regarding his/her/their animal(s) that may be in violation of this section, describing the substance of the complaint. The letter will also explain the process and potential costs/consequences for all parties of the process going to citation, will encourage the parties to attempt to resolve the complaint themselves, and, if that is unsuccessful, to seek mediation services, and will provide information on free and low cost mediation services available. Upon sending out the initial courtesy abatement letter, Animal Care and Control personnel will enter the date and address of the animal owner or keeper in the Nuisance Animal Noise Letter Log that is kept on file. A blind copy of the letter will be sent to the complainant, with a cover memo requesting the complainant contact Animal Care and Control if the noise has not abated by the end of the two-week period specified in the letter. At the same time the initial letter is sent, the complainant will be sent a Nuisance Animal Noise Information Sheet along with two Nuisance Animal Noise Complaint Forms, with instructions that, if the nuisance has not abated by the end of the two week period, to complete the form and have at least one neighboring inhabitant in a separate household complete the second form. The complainants must complete and sign the forms under penalty of perjury, and return them to Animal Care and Control. The letter shall also contain a Waiver Application Form, and advise a single complainant, or complainants or a complainant that lives further than two hundred (200) yards from the animal owner(s) or keeper(s), that he/she/they may, by filling it out, obtain from the chief officer a waiver of the two-complainant requirement. Upon sending out the Nuisance Animal Noise Information Sheet and Nuisance Animal Noise Complaint Form, Animal Care and Control personnel will enter the date, complainant's name and address and the alleged violator's name and address on the

- Nuisance Animal Noise Complaint Form Log that is kept on file.
- (2) If, at the end of the two-week period, the complainant(s) advise(s) Animal Care and Control that the noise is not abated, the complainant(s) will be advised that he/she/they may file a formal written complaint by submitting the Nuisance Animal Noise Complaint Form. At the time of this second contact, in which the complainant(s) indicate(s) that a nuisance animal noise problem still exists, the Nuisance Animal Noise Letter Log will be checked to verify that an initial letter has been sent to the animal owner or keeper.
 - (3) Upon receipt of two or more completed Nuisance Animal Noise Complaint Forms, or one if there is only one neighboring inhabitant or a waiver of the two-complainant rule is granted, an Animal Control Officer will be assigned to serve a Notice of Violation on the animal owner(s) or keeper(s). The notice shall be served in person, or sent first class mail, postage prepaid, and shall advise the animal owner or keeper that he/she will be given two-weeks from the mailing or service of the notice to comply with the provisions of this section in order to avoid further enforcement action. A file will be kept on the residential address of the animal owner or keeper. The completed Nuisance Animal Noise Complaint Form(s) and a copy of the Notice of Violation will be kept on file. A blind copy of the Notice of Violation will be sent to the complainant(s), with a cover memo requesting the complainant(s) contact Animal Care and Control if the noise has not abated by the end of the two-week period specified in the Notice of Violation.
 - (4) If, at the end of the two-week period specified in the Notice of Violation, the complainants or complainant advises Animal Care and Control that the noise is not abated, a citation will be issued to the violator. The complainants or complainant at that stage must be willing to have his/her/their name(s) appear on the citation in the area designated for "arresting officer". An Animal Control Officer will be assigned to issue a citation to the animal owner or keeper for violation of this section on behalf of the complainant(s). The Animal Control Officer will sign the citation in the area designated for "issuing officer".
 - (5) Each subsequent day, or portion thereof, that an animal owned or kept by a party receiving a Notice of Violation creates an animal noise nuisance beyond the two-week period specified in (4) above, shall constitute a separate violation and a separate citation may be issued. For each citation issued, steps (6) and (7) below shall be followed.
 - (6) Once a citation or citations have been issued to the animal owner or keeper, the issuing Animal Control Officer must complete an Investigation Report. The immediate supervisor or Supervising Animal Control Officer II will review the court's copy of the citation or citations and the completed Investigation Report. After the report has been approved and typed, the following documents will be attached and forwarded to the appropriate court:
 - (A) Court's copy of the citation or citations.
 - (B) Investigation Report.
 - (C) Copy of the Notice of Violation.
 - (D) All copies of the Nuisance Animal Noise Complaint Form or forms received from the complainant or complainants, if there is more than one complainant.
 - (7) A complete copy of the documents that are forwarded to the appropriate court will be placed in the file kept on the animal owner or keeper.

Adopted Ordinance #3280 (1988); Amended Ordinance #3804 (2000);

32.0120 Penalties.

- (a) Any person, firm, partnership, corporation or other entity violating any provision of this chapter shall be guilty of an infraction or misdemeanor as hereinafter specified. Each day or portion thereof such violation is in existence shall be a new and separate offense. Any person so convicted shall be:
 - (1) Guilty of an infraction offense and punished by a fine not exceeding one hundred dollars (\$100.00) and not less than fifty dollars (\$50.00) for a first offense.

- (2) Guilty of an infraction offense and punished by a fine not exceeding two hundred dollars (\$200.00) and not less than one hundred dollars (\$100.00) for a second offense.
- (3) The third and any additional offenses shall constitute misdemeanors and shall be punishable by fines not exceeding one thousand dollars (\$1,000.00) and not less than five hundred dollars (\$500.00) or six (6) months in jail, or both.
- (4) Notwithstanding the above, a first or second offense may be charged and prosecuted as a misdemeanor.
- (b) Payment of any fine or service of a jail sentence shall not relieve a person, firm, partnership, corporation or other entity from the responsibility of correcting the condition resulting from the violation.
- (c) In addition to the above penalties, the court may order that the guilty party reimburse the County for all of its costs of investigating, analyzing, inspecting, abating and prosecuting the enforcement action against the guilty party. The court shall fix the amount of any such reimbursement upon submission of proof of such costs by the County.
- (d) The owner, manager, and operator of every activity or facility subject to this chapter shall be responsible for any violation of this chapter by an employee.

Adopted Ordinance #3280 (1988); Amended Ordinance #3804 (2000);

32.0121 Injunction.

Any violation of this chapter is hereby declared to be unlawful and a public nuisance. Upon request of the Health Officer, an action for injunctive relief may be commenced for the abatement, removal and enjoinder thereof in the manner provided by law. Application shall be made to such court that has jurisdiction to grant such relief to abate or remove such illegal activity and to restrain any person from engaging in such illegal activity. This remedy shall be in addition to any other civil or criminal relief or penalty.

Adopted Ordinance #3804 (2000);

TITLE 3: HEALTH AND SANITATION AND ANIMAL REGULATIONS**DIVISION 2: ANIMALS****Chapter 2: Rabies (Biting and Bitten Animals: Vaccination and Licensing)****Sections:**

- 32.021 Duty to Report Animal Bites.
- 32.022 Confinement of Biting Animal.
- 32.023 Reporting and Confinement of Rabid Animals.
- 32.024 Disposition of Animals Bitten by Rabid Animals.
- 32.025 Posting of Quarantine Sign.
- 32.026 Prohibiting the Keeping and Sale of Skunks.
- 32.027 Possession of Unvaccinated Dogs.
- 32.028 Vaccination.
- 32.029 License Responsibility.
- 32.0210 License Application.
- 32.0211 License Fees.
- 32.0212 Exceptions to Vaccination.
- 32.0213 Penalty Fee.
- 32.0214 Effective Duration of License.
- 32.0215 Duplicate License Tag.
- 32.0216 Wearing of Tag.
- 32.0217 Falsification of License Tag.
- 32.0218 Unlawful Use of Tag.
- 32.0219 Exemption of Payment of License Fee.
- 32.0220 Categories of Dogs Not Requiring License.
- 32.0221 Transfer of Ownership.
- 32.0222 Renewal of License.
- 32.0223 Authority to Enter Any Premises.
- 32.0224 Penalty Provisions.

32.021 Duty to Report Animal Bites.

It shall be the duty of any person having knowledge that any animal subject to rabies, whether or not the animal is suspected of having rabies, has bitten any human being within the unincorporated areas of the County to immediately report that fact to the Health Officer or to the Sheriff with full information in regard to the incident.

Amended Ordinance #1764 (1972);

32.022 Confinement of Biting Animal.

Upon receipt of a report that a person has been bitten by an animal subject to rabies (all warm -blooded mammals), any person authorized to enforce the provisions of this chapter, is hereby empowered to enter upon any private property, including the home or residence where the biting animal is kept or has strayed, to inspect and strictly isolate, and to seize and impound if necessary, in a place and manner approved by the County Health Officer, any such animal for a period of ten (10) days (for dogs and cats) and fourteen (14) days (for other animals). Excepted are rodents, (members of the order Rodentia) rabbits and hares (members of the order Lagomorpha).

Notwithstanding the foregoing provisions, the Health Officer may authorize, with permission of the owner, if known, and other legal restrictions permitting, the euthanasia of a biting animal for the purpose of laboratory examination for rabies using the fluorescent rabies antibody (FRA) test in the County Health Department Laboratory.

It shall be unlawful for any person to remove from any place of isolation or quarantine, any animal which has been isolated or quarantined under the provisions of this chapter, without the consent of the Health Officer.

Amended Ordinance #1764 (1972);

32.023 Reporting and Confinement of Rabid Animals.

It is the duty of any person having knowledge of the whereabouts of an animal known to have or suspected of having rabies to report the fact immediately to the Health Officer. If such person is the owner or possessor or has custody of such animal, he shall immediately confine it and keep said animal strictly confined until it shall be established to the satisfaction of said official that such animal has or has not rabies.

Where such owner or possessor does not have the proper facility for such confinement, or where the owner of such rabid or suspected rabid animal is not known, such animal shall be isolated in strict confinement under proper care and under the observation of a licensed veterinarian in a pound, veterinary hospital, or other adequate facility in a manner approved by the County Health Officer, and shall not be killed or released for at least ten (10) days after the onset of symptoms suggestive of rabies. If such animal creates a menace to the public health and safety, the Health Officer or his representative may kill or destroy the animal forthwith and examine it for rabies in the laboratory using the fluorescent rabies antibody (FRA) test in the County Health Department Laboratory.

Whenever any such owned biting animal is quarantined in a place other than the premises of its owner, all expenses incurred in its confinement shall be the liability of the owner, possessor or custodian of such biting animal.

Amended Ordinance #1764 (1972);

32.024 Disposition of Animals Bitten by Rabid Animals.

Any animal that is subject to rabies which has been exposed to a known rabid animal or suspected rabid animal shall, upon notification of its owner, possessor or custodian, be:

- (a) Immediately securely confined in a place and manner approved by the Health Officer for a period of six (6) months; or
- (b) Immediately destroyed unless the biting animal is determined by laboratory examination to be negative from rabies; except that in the case of dogs and cats, the following alternative is permitted:
 - 1) The dog or cat shall be revaccinated and then quarantined for a period of thirty (30) days provided such dog or cat has been vaccinated not less than thirty (30) days, with a rabies vaccine approved by the California State Department of Public Health.

The Health Officer may, in his discretion, kill or quarantine the animal so bitten, in case the owner, possessor or custodian, thereof shall fail to do so immediately, or in case the owner, possessor or custodian thereof is not readily accessible or is not known.

The carcass of any dead animal exposed to rabies will, upon demand, be surrendered to the Health Officer. Upon the discretion of the Health Officer, the County Health Laboratory shall examine for rabies specimens of high-risk or medium -risk animals involved in a biting incident. Specimens of low-risk animals may be examined upon payment of reasonable laboratory fees.

Amended Ordinance #1512 (1969); Amended Ordinance #1764 (1972); Amended Ordinance #2354 (1979);

32.025 Posting of Quarantine Sign.

It shall be the duty of any person authorized to enforce the provisions of this chapter to post an appropriate sign in a conspicuous place at a location where a dog or cat or any biting, vicious or rabid animal is being quarantined or confined to warn the public of this fact. It shall be unlawful for anyone to obstruct the posting of such a sign or to remove or destroy such a posted sign without permission of the Health Officer.

Amended Ordinance #1512 (1969); Amended Ordinance #1764 (1972);

32.026 Prohibiting the Keeping and Sale of Skunks.

It shall be unlawful for any person, firm or corporation to (a) trap or capture skunks for pets; (b) trap, capture or hold skunks in captivity for sale, barter, exchange or gift; and (c) transport skunks from or into the County, except that the importation or exportation of skunks may be permitted by the Health Officer for recognized

zoological gardens or research institutions.

Amended Ordinance #1764 (1972);

32.027 Possession of Unvaccinated Dogs.

It shall be unlawful for any person within the County of San Bernardino, outside municipal corporations, to own, have an interest in, harbor and feed, or have the care, charge, custody, or possession of a dog over the age of four (4) months, whether such dog is confined or not, unless such dog has a current vaccination with the rabies vaccine approved by the California State Department of Public Health and is officially tagged as provided for in this chapter. Said vaccine shall be used exclusively to vaccinate all dogs within the County of San Bernardino. Vaccination with said vaccine shall be valid for a period not to exceed one (1) year when administered to a dog under one (1) year of age, or three (3) years when administered to a dog over one (1) year of age.

Amended Ordinance #1764 (1972); Amended Ordinance #3402 (1990);

32.028 Vaccination.

Said rabies vaccination shall be performed only by a veterinarian who is duly licensed to practice in the State of California. Vaccination for rabies may be done in any veterinary clinic or hospital or in a low-cost rabies vaccination clinic sponsored by the County or any incorporated city.

Amended Ordinance #1764 (1972);

32.029 License Responsibility.

- (a) Every resident in the unincorporated areas of San Bernardino County who owns, has an interest in, harbors and feeds, or has the care, charge, custody, or possession of a dog four (4) months of age or over, and whether such dog is confined or not, shall obtain a San Bernardino County dog license for such a dog. Each dog shall have a current rabies vaccination as evidenced by a valid rabies certificate issued by the veterinarian who performed the vaccination as a requisite to licensing. Provided further that rabies vaccination certificate shall not be required if the license is obtained at the time the dog is vaccinated at a County or City low-cost clinic.
- (b) While a dog is being used as a guard dog within the unincorporated area of San Bernardino County, it must have a San Bernardino County dog license and the license tag must be securely fixed to the dog's collar regardless of where the owner resides and whether a license has been obtained for that jurisdiction.

Amended Ordinance #1764 (1972); Amended Ordinance #2354 (1979);

32.0210 License Application.

Each application for a license shall be in writing upon a form to be furnished by the Health Officer, and shall contain such information as the Health Officer, by rule or regulation, shall require.

Amended Ordinance #1764 (1972);

32.0211 License Fees.

Each application for a dog license shall be accompanied by a license fee as specified in the County fee schedule, and shall be obtained:

- (a) Within a period of thirty (30) days after expiration of a San Bernardino County dog license;
- (b) Within thirty (30) days after said dog attains the age of four (4) months;
- (c) Within fifteen (15) days after the purchase or obtaining control, care or custody of a dog which previously attained the age of four (4) months, and provide further the proof of recent acquisition as indicated by the date of purchase receipt as shown at the time of application; or
- (d) Within thirty (30) days after the date of establishing residency in the County provided further that said dog had a current license from another county or a city and within fifteen (15) days if said dog has no current license.

Amended Ordinance #1764 (1972); Amended Ordinance #1795 (1973); Amended Ordinance #2000 (1975); Amended Ordinance #3208 (1988); Amended Ordinance #3402 (1990);

32.0212 Exceptions to Vaccination.

Notwithstanding the provisions of this chapter, a dog may be exempted from rabies vaccination if such vaccination would jeopardize the health of such dog due to infirmity or other disability provided the owner has in his possession a written certification from a licensed veterinarian attesting to such infirmity or disability. The owner or custodian of such dog shall, within ten (10) days after the termination of such infirmity or disability, cause such dog to be vaccinated and licensed. Any such dog with infirmity or disability shall be securely confined within its owner's or harbored's premises so that it does not come in contact with any other animal or person.

Amended Ordinance #1764 (1972);

32.0213 Penalty Fee.

Any person who obtains a license not in conformity with any of the provisions of Section 32.0211, shall pay a penalty fee as specified in the County Fee Schedule in addition to the regular license fee.

Amended Ordinance #1764 (1972);

32.0214 Effective Duration of License.

The San Bernardino County dog license shall remain valid for a period not less than one (1) month and not greater than thirty-six (36) months.

Amended Ordinance #1764 (1972); Amended Ordinance #3402 (1990);

32.0215 Duplicate License Tag.

When the original license tag is lost, a duplicate tag shall be obtained upon submission to the Health Officer such proof as he may require. The cost of each duplicate tag shall be as specified in the County Fee Schedule.

Amended Ordinance #1764 (1972);

32.0216 Wearing of Tag.

It shall be the responsibility of every County resident who owns, harbors, cares for, or has in custody a licensed dog, to securely attach or fasten the license tag to the dog's collar or harness so that such tag is worn by the dog at all times except while such dog remains indoors or in any enclosed yard or pen where the dog cannot escape.

Amended Ordinance #1764 (1972);

32.0217 Falsification of License Tag.

It shall be unlawful for any person to place upon or attach to a dog any false, counterfeit or unauthorized tag for the purpose of evading the provisions of this chapter.

Amended Ordinance #1764 (1972);

32.0218 Unlawful Use of Tag.

It shall be unlawful to attach a license tag on a dog to which said tag was not originally issued. It shall be unlawful to attach a license tag to any dog that does not have a current rabies vaccination.

It shall be unlawful for an unauthorized person to remove from any dog, any collar or harness or other device to which is attached a San Bernardino County license tag for the current year or remove such tag therefrom.

Amended Ordinance #1764 (1972);

32.0219 Exemption of Payment of License Fee.

(a) The Health Officer may, upon his/her discretion, issue a license without payment of the

required license fee to an owner or custodian of a dog, if such dog meets the following conditions:

- (1) Such dog is a guide dog and the owner is blind or deaf and can submit proof that such dog has been successfully trained to lead the blind or aid the deaf as a guide dog.
- (2) Such dog is a service dog and the owner is handicapped and can submit proof that such dog has been successfully trained to aid the handicapped as a service dog.

Amended Ordinance #1764 (1972); Amended Ordinance #3402 (1990);

32.0220 Categories of Dogs Not Requiring License.

San Bernardino County license is not required for the following categories of dogs, however, they must have a current rabies vaccination:

- (a) Any dog within the unincorporated areas of the County when the owner thereof resides in any municipality within the County, and such dog is wearing or has attached to it a license tag for the current year issued by such municipality.
- (b) Any dog owned by or in the charge of any person who is a nonresident of the County and is traveling through the County or temporarily sojourning therein for a period of not exceeding thirty (30) days.
- (c) Any dog brought into the County and kept therein for a period not exceeding thirty (30) days for the exclusive purpose of entering the same in any bench show or dog exhibition or field trials or competition.
- (d) Any dog brought or sent into the unincorporated territory of the County from any point outside thereof for the exclusive purpose of receiving veterinary care in any dog hospital, in the event that such dog is kept at all times strictly confined within such hospital.
- (e) Dogs kept for the sole purpose of being used for research in research institutions approved by the California State Department of Public Health.
- (f) Dogs over four (4) months of age which are offered for sale in a duly licensed pet shop or dog kennel.

Amended Ordinance #1764 (1972);

32.0221 Transfer of Ownership.

If a currently licensed dog is sold or title to the dog is otherwise transferred to a new owner, such new owner may apply to the Health Officer for a transfer of such dog's tag and license and pay a transfer fee as specified in the County Fee Schedule. Upon receipt of such application fee, the Health Officer shall issue a certificate of transfer of such tag and the name and addresses of the owner and new owners.

Amended Ordinance #1764 (1972); Amended Ordinance #3402 (1990);

32.0222 Renewal of License.

Each San Bernardino County dog license shall expire on the date recorded on the license receipt and shall be renewed:

- (a) Prior to expiration or within a period of thirty (30) days after expiration.
- (b) Within one hundred and twenty (120) days after license expiration, or thirty (30) days after expiration of the vaccination, whichever date is later if rabies vaccination expires during the period of July 1, 1990, through October 31, 1990.

Amended Ordinance #1764 (1972); Amended Ordinance #3402 (1990)

32.0223 Authority to Enter Any Premises.

The Health Officer shall have the authority to enter upon any area or premises to enforce the provisions of this chapter.

Amended Ordinance #1764 (1972);

32.0224 Penalty Provisions.

Any person violating any of the provisions of this chapter shall be guilty of an infraction and upon being found guilty thereof, shall be punished as set forth in Section 11.021 of this Code, pertaining to the penalty for infractions.

Amended Ordinance #1795 (1973); Amended Ordinance #2354 (1979)

**County of San Bernardino
Department of Public Health
Animal Care and Control Program**

Schedule of Agreed Upon Fees

City of Twentynine Palms

Description	Amount
Stray dogs and stray non-nursing puppies held for 6 days and destroyed. Stray dogs with nursing puppies are considered one dog.	\$25.00 per dog
Stray cats and non-nursing kittens held for 6 days and destroyed. Stray cats with nursing kittens are considered one cat.	\$15.00 per cat
Animal board (animals held over 6 days)	\$10.00 per day
Dead on arrival	\$10.00 per animal
Sale of County licenses	\$5.00 per tag

Animal impoundments ordered by the County will be charged at the above rates unless other arrangements are made prior to impoundment.