

DATE SUBMITTED 10/11/2023
 SUBMITTED BY Imperial Police Dept.
 DATE ACTION REQUIRED 10/18/2023

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ ACTION;

- APPROVAL OF NEW TEMPORARY ANIMAL HOUSING AGREEMENT BETWEEN IMPERIAL COUNTY HUMANE SOCIETY OF IMPERIAL COUNTY AND CITY OF IMPERIAL.

DEPARTMENT INVOLVED: POLICE DEPARTMENT

BACKGROUND/SUMMARY:

In October 2022, Hurricane Kay struck the Imperial County with both wind and rain. Along with other areas of the city that were impacted, the city's animal kennel facility sustained significant damage. In addition to multiple chain link kennels being damaged, the entire shade structure was destroyed. The aftermath left the kennels inhabitable and we no longer met the minimum state standards for usage.

The City entered into a temporary agreement with the Humane Society of Imperial County to house our animal control needs, which was scheduled to expire after (3) months. Since that time, the City has requested periodic extensions and continued working within the temporary agreement guidelines, while a permanent solution was put in place.

The Humane Society of Imperial County completed a work assessment / cost analyst sheet, outlining the monthly increase in cost to provide the additional services to the city. (see attached agreement.) Efforts are currently underway to identify funding sources and scope of work for our city kennel facility.

Recommendation: Approval of month to month agreement between Humane Society of Imperial County and the City of Imperial.

FISCAL IMPACT:

(CY - 2022) Approx. Annual Cost (Pre-Damage)	\$1,626.00
(CY - 2023) Approx. Annual Cost (Post-Damage)	\$4,983.00
Projected Monthly Cost:	\$3,055.00

Funding: 01-230-5210 General Budget - Contract Services

FINANCE INITIALS DP

STAFF RECOMMENDATION:

DEPT. INITIALS me

CITY MANAGER'S RECOMMENDATION: approve

CM INITIALS OTHM

MOTION:

SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	



"Help make a change, help save a life.

Adopt, Donate, Volunteer!"

1575 W. Pico Ave.
El Centro, CA 92243
Phone: 760-352-1911
hello@imperialcountyhumane.org
www.imperialcountyhumane.org

Temporary Animal Housing Agreement
for animal housing, care, and maintenance between the
City of Imperial and the Humane Society of Imperial County

This Temporary Animal Housing Agreement (Agreement) is made effective and entered as of the 1st day of October 2023, by and between the City of Imperial (City) and the Humane Society of Imperial County (Contractor). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

THE PARTIES AGREE:

- I. **SERVICES:** Contractor shall perform services for City in accordance with this Agreement and Scope of Professional Services.
- II. **TERM OF AGREEMENT:** The term of this temporary Agreement shall be on a month-to-month basis, but not to exceed six (6) months from the date of agreement. Should the temporary agreement need to exceed a six (6) month period, the City and Contractor will reevaluate and renegotiate. The Agreement term may be altered as needed or terminated by either party by giving no less than a thirty (30) day written notice.
- III. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, both Parties shall comply with all local and state mandated laws that pertain to animals (as outlined in the recent edition of the California Animal Law Handbook), the California Fair Employment and Housing Act, and all other Federal, State, and local laws prohibiting discrimination of race, color, national origin, religion, age, sex, or handicap.
- IV. **FEES:** For performance of services rendered pursuant to this Agreement, City will pay Contractor a monthly fee of \$3,055.00.

SCOPE OF PROFESSIONAL SERVICES:

1.0 – Contractor Responsibilities

- 1.1 Contractor will be responsible for the following duties:
 - Daily cleaning/sanitizing of kennels, cages, litter boxes, and food/water bowls.
 - Weekly deep cleaning to prevent and control the spread of illness or disease.
 - Ensuring that animals are comfortable by providing enrichment, beds, blankets, fans, etc.
 - Providing animals with fresh food and water daily.
 - Administering preventatives upon intake (vaccinations, flea/tick preventatives, and dewormers).
 - Daily monitoring of health and behavior of animals.
 - Humane euthanasia and disposal of dangerous or severely ill/injured animals.

2.0 – Impoundment and Holding Periods

- 2.1 **Stray Holds:** Animals that are impounded by City as lost or stray will be placed on five (5) day stray hold, not including the day of impoundment.

- 2.2 **Quarantine Holds:** All animals quarantined by City for bites to humans with proof of valid rabies vaccine shall be held for ten (10) days, plus three (3) days for owner redemption. All animals quarantined for bites to humans without valid proof of rabies vaccine shall be held for fourteen (14) days, plus three (3) days for owner redemption.
- 2.3 **Owner Surrenders:** All animals that are surrendered to City will be made available for immediate adoption, rescue transfer, or humane euthanasia, as Contractor sees fit.

3.0 – Drop-Off Hours

- 3.1 **The Contractor will accept animals from the City within the specified days and times:**
 - (a) **Weekdays:** Monday through Friday between 11:00 am and 5:00 pm.
 - (b) **Contractor will not accept animals on Saturdays and Sundays.**
- 3.2 **After Hours Drop-Offs:** All animals that are accepted by the Contractor from the City outside of specified days and times will have an additional \$100 fee added to the monthly fee to cover employee overtime costs. This includes emergency calls for sick or injured animals.

4.0 – Sick or Injured Animals

- 4.1 **Contractor will see that all sick or injured animals are evaluated by a veterinarian. Treatment or outcome will be dependent on veterinarians' recommendation as to alleviate or eliminate needless pain and suffering. If euthanasia is recommended by a veterinarian, Contractor will do everything possible to locate owner of the animal before euthanasia is performed.**

5.0 – Redemption of Animals

- 5.1 **Claimed Animals:** If claimed by the owner within the allotted holding period, all fees associated with City fines, transportation of animals, Contractor service fees, etc. will be collected by City. City will give receipt upon payment, and the owner will be required to show receipt to Contractor so that the animal can be released to owner. A fee for the surrender or relinquishment of an animal shall be charged by the City to the owner prior to pick up.
- 5.2 **Unclaimed Animals:** All animals that are not claimed by the owner within the allotted holding period will be made available for immediate adoption, rescue transfer, or humane euthanasia, as Contractor sees fit.

6.0 – City Responsibilities

- 6.1 **Scanning for Microchips:** The Imperial Animal Control Officer will be responsible for scanning all animals that are picked up or impounded as stray or lost. If the animal is microchipped, the Imperial Animal Control Officer is required to contact the microchip company in an attempt to locate the animal's owner prior to the Contractor receiving the animal.
- 6.2 **Notifying Owner of Microchipping and Fee:** Pursuant to and in accordance with Food and Agricultural Codes 31108.3 (dogs) and 31752.1 (cats), for identification and reunification purposes only, all impounded dogs and cats must be microchipped before being released to owner. City will be required to notify owner at time of redemption that a \$20 fee will be due with the Humane Society of Imperial County for microchipping.

V. **ENTIRE AGREEMENT:** The Agreement contains the entire Agreement between the Parties and supersedes all prior negotiations, discussions, obligations, and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modification, amendment, or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

VI. **SIGNATURES:** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by the Chief of Police for the City of Imperial on behalf of the City, and the Executive Director on behalf of the Contractor.

City of Imperial (City)

By: _____
Michael Crankshaw, Chief of Police

Dated: _____

Humane Society of Imperial County (Contractor)

By: 
Devon Asodaca, Executive Director

Dated: 9-25-23



"Help make a change, help save a life.

Adopt, Donate, Volunteer!"

1575 W. Pico Ave.

El Centro, CA 92243

Phone: 760-352-1911

hello@imperialcountyhumane.org

www.imperialcountyhumane.org

Animal Housing Contract Proposal

for Animal housing, care, and maintenance between the
City of Imperial and the Humane Society of Imperial County

Purpose

Given the City of Imperial no longer has their own holding facility, the Humane Society of Imperial County would like to assist the City of Imperial by assuming responsibility for housing, care, and maintenance of all animals that are impounded under stray or quarantine hold or turned in to the City of Imperial as owner surrenders, via a revised contractual agreement.

Goals

1. To safely house stray, lost, and surrendered animals by providing a healthy and comfortable temporary living environment for all animals picked up by the City of Imperial.

Humane Society Responsibilities

The Humane Society of Imperial County will be responsible to care for all animals from the City of Imperial as follows:

- Daily cleaning/sanitizing of kennels, cages, litter boxes, and food/water bowls.
- Weekly deep cleaning to prevent and control the spread illness or disease.
- Ensuring that animals are comfortable by providing enrichment, beds, blankets, fans, etc.
- Providing animals with fresh food and water daily.
- Administering preventatives upon intake (vaccinations, flea/tick preventatives, and dewormers).
- Daily monitoring or health and behavior of animals.

Cost

Total monthly cost covers cost of preventatives, cost of animal food and cleaning supplies, and employee costs to ensure that animals are regularly and properly tended to is \$3,054.75 per month.

** Please see the following page for breakdown of costs.*

Benefits

1. Animals will have daily care and maintenance to ensure their health and safety.
2. The Animal Control Officer will be able to better focus on public health and safety and the protection of people and animals by enforcing city, county, and/or state laws and ordinances.
3. Community members and the City of Imperial will have peace of mind in knowing animals are receiving optimal care.

Should you have any questions or concerns, please feel free to contact me directly at 760-604-5551.

Kind regards,

Devon P. Apodaca
Executive Director

Below is the total number of animals that were transferred from the City of Imperial to the Humane Society of Imperial County. From 2021 to 2022, there was a 42% increase in dogs that were transferred over. Being that the City of Imperial no longer has their own holding facility, a 50% increase in animals (mainly dogs) being taken to the Humane Society of Imperial County is anticipated.

	2021	2022	2023
Dogs	54	77 (42% increase from 2021)	115 (Projected 50% increase from 2022)
Cats	10	10	10

Breakdown of Costs

Preventative Costs:

DOGS:

\$10.00 for vaccines at two vaccines for dog = \$20.00

\$15 for flea and tick preventatives at 1 dose per dog = \$15.00

\$10 for oral dewormers at 1 dose per dog = \$10.00

Total preventative costs per dog: \$45.00

CATS:

\$5.00 for vaccines at two vaccines for cat = \$10.00

\$15 for flea and tick preventatives at 1 dose per cat = \$15.00

\$10 for oral dewormers at 1 dose per cat = \$10.00

Total preventative costs per cat: \$35.00

Projected intakes/costs for 2023 (at a 50% increase):

115 dogs X \$45 = \$5,175.00

10 cats X \$35 = \$350.00

Combined dog and cat preventative costs = \$5,525.00 in preventative costs for the year.

Food and Cleaning Supplies Costs:

\$166 a week X 52 weeks in a year = \$8,632.00 in food and cleaning supplies costs for the year.

Employee Costs:

115 dogs X 5 day holding period = 575 days X \$18 an hour X 2 hours = \$20,700.00 in employee costs for the year.

10 cats X 5 day holding period = 50 days X \$18 an hour X 2 hours = \$1,800.00 in employee costs for the year.

Combined dog and cat employee costs = \$22,500.00 in employee costs for the year.

Preventative Costs (\$5,525.00) + Food and Cleaning Supplies Costs (\$8,632.00) + Employee Costs (\$22,500.00) = \$36,657.00 for the year, divided by 12 months = \$3,054.75 a month.

**ACO
2022-23**

		FEES	CATS x \$20	AMOUNT	DOGS x \$40	AMOUNT	SUBTOTAL	RETURNS	AMOUNT		TOTAL
2022											
	Jan	\$ 300.00	0	\$ -	6	\$ 240.00	\$ 540.00				\$ 540.00
	Feb	\$ 300.00	0	\$ -	6	\$ 240.00	\$ 540.00				\$ 540.00
	Mar	\$ 300.00	0	\$ -	12	\$ 480.00	\$ 780.00				\$ 780.00
	Apr	\$ 300.00	0	\$ -	3	\$ 120.00	\$ 420.00				\$ 420.00
	May	\$ 300.00	1	\$ 20.00	6	\$ 240.00	\$ 560.00				\$ 560.00
	Jun	\$ 300.00	1	\$ 20.00	9	\$ 360.00	\$ 680.00				\$ 680.00
	Jul	\$ 300.00	1	\$ 20.00	9	\$ 360.00	\$ 680.00				\$ 680.00
	Aug	\$ 300.00	0	\$ -	1	\$ 40.00	\$ 340.00				\$ 340.00
	Sep	\$ 300.00	1	\$ 20.00	7	\$ 280.00	\$ 600.00				\$ 600.00
	Oct	\$ 300.00	0	\$ -	9	\$ 360.00	\$ 660.00	4 dogs	\$ (160.00)		\$ 500.00
	Nov	\$ 300.00	2	\$ 40.00	6	\$ 240.00	\$ 580.00	5 dogs 2 cats	\$ (240.00)		\$ 340.00
	Dec	\$ 300.00	0	\$ -	3	\$ 120.00	\$ 420.00	1 dog	\$ (40.00)		\$ 380.00
	TOTALS	\$ 3,600.00	6	\$ 120.00	77	\$ 3,080.00	\$ 6,800.00	10 dogs 2 cats	\$ (440.00)		\$ 6,360.00
2023											
	Jan	\$ 300.00	1	\$ 20.00	18	\$ 720.00	\$ 1,040.00	9 dogs	\$ (360.00)		\$ 680.00
	Feb	\$ 300.00	0	\$ -	6	\$ 240.00	\$ 540.00	3 dogs	\$ (120.00)		\$ 420.00
	Mar	\$ 300.00	0	\$ -	17	\$ 680.00	\$ 980.00	6 dogs	\$ (240.00)		\$ 740.00
	Apr	\$ 380.00	0	\$ -	7	\$ 280.00	\$ 660.00	6 dogs	\$ (320.00)		\$ 340.00
	May	\$ 300.00	1	\$ 20.00	3	\$ 120.00	\$ 440.00	2 dogs	\$ (80.00)		\$ 360.00
	Jun	\$ 300.00	3	\$ 60.00	15	\$ 600.00	\$ 960.00	6 dogs	\$ (240.00)		\$ 720.00
	Jul	\$ 300.00	0	\$ -	9	\$ 360.00	\$ 660.00	5 dogs	\$ (200.00)		\$ 460.00
	Aug	\$ 463.00	1	\$ 20.00	10	\$ 400.00	\$ 883.00	3 dogs	\$ (120.00)		\$ 763.00
	Sep	\$ 300.00	0	\$ -	7	\$ 280.00	\$ 580.00	2 dogs	\$ (80.00)		\$ 500.00
	TOTALS	\$ 2,943.00	6	\$ 120.00	92	\$ 3,680.00	\$ 6,743.00	42 dogs	\$ (1,760.00)		\$ 4,983.00

Post Storm Damage 2022 \$ 1,220.00
 2023 \$ 4,983.00