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December 20, 2023

Wild Rivers Animal Rescue P.O. Box 1883 Gold Beach, OR 97444 info@wildriversanimalrescue.org kdschlack@aol.com

Re: Wild Rivers Animal Rescue County Animal Shelter Services

To whom it may concern:

After reading WRAR's recent social media postings, I am pleased to learn that WRAR is willing to continue to provide animal sheltering services to Curry County. This contradicts the notice of termination dated November 30, 2023, delivered to my office by your agents. You may recall, upon our verbal conversation of September 1, 2023, followed by your email dated September 5, 2023, requesting to increase the annual fee nearly double its prior amount, I asked for your organization's justification for the increase in cost. To date, none has been provided. Please understand that it is not normal practice for the Board to approve a rate increase without some rationalization other than subjective opinion.

Based on the County's continuing need and legal obligation to provide an animal shelter facility for the Dog Control District, and in an effort to mitigate potential future expenses incurred in the provision of the same, an increase in cost is reasonable. According to my calculations, the CPI increase between the date of the 2021 Agreement and today's date is 17.4%. Relying on that figure, an increase of \$2,792.25 would be appropriate.

I am willing to recommend a rate increase of \$2,800.00 to the Board of Commissioners. However, I do not find the 2021 revisions to the service agreement regarding WRAR's discretionary power

to refuse to accept any dog post impoundment to fall within the schematic for a County Animal Shelter. Refusing a dog post-impoundment creates an ethical dilemma for the County, as that would require expenditures in order to place the dog at an alternative location, or if that is not possible, to dispose of the dog in an alternative manner. Neither I, nor the Commissioners, find it acceptable to euthanize an animal due to a shelter facility's refusal to accept that animal.

Therefore, my proposal is as follows:

- In consideration for services performed, WRAR shall receive \$19,225.00 from the County annually, paid in two installments of \$9,612.50 due on January 1st of each year and July 1st of each year. The Agreement will thereafter be subject to a CPI increase annually on May 1st, to be effective at the beginning of the fiscal year beginning July 1st.
- 2) Additional kenneling space exceeding three kennels shall be billed by WRAR at the rate of \$20 daily. There will be no cap on payment by the County for additional kennel space.
- 3) WRAR may not refuse any dog post impoundment.
- 4) County shall have 24/7 access to the WRAR shelter facility, including indoor kennels.
- 5) The Animal Impound Form will be completed by the impounding party and provided to WRAR immediately upon the impound of an animal.
- 6) County shall provide WRAR with a list of all Animal Control employees and law enforcement officers who will have access to the Animal Shelter facility and shall not allow any individuals other than those specifically set forth therein to enter upon the premises.
- 7) WRAR shall maintain general liability, umbrella coverage, and bodily injury insurance as to the Agreement, and shall provide the County with the certificate of such insurance.

If you are agreeable to the above terms and conditions, I will incorporate them into a revised contract for Services and place it before the Board for final approval. Please advise as to WRAR's response at your earliest convenience.

Sincerely,

Ted Fitzgerald