

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

261



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
April 2, 2009

SUBJECT: Approve the Animal Field Services Agreement #09-008 with the City of Desert Hot Springs

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Agreement between the City of Desert Hot Springs and the County of Riverside, Department of Animal Services, for the performance period from date of execution through June 30, 2013, in the amount of \$1,058,944; and,
- 2) Authorize the Chairperson to execute four (4) original copies of the Agreement on behalf of the County of Riverside; and,
- 3) Direct the Auditor-Controller to adjust the budget as specified in the attached Schedule A.
- 4) Authorize the Purchasing Agent to sign amendments not to exceed the maximum authorized amount.

(Continued)



 Robert Miller, Director of Animal Services

PMG:mecc

FINANCIAL DATA	Current F.Y. Total Cost:	\$192,984	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

SOURCE OF FUNDS: 100% funded by the City of Desert Hot Springs	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE


 BY: _____
 Debra Cournoyer

County Executive Office Signature

PURCHASING: Billy Comett, Purchasing Manager
 DATE: 4/2/09
 FORM APPROVED COUNTY COUNSEL BY: JIMMY H. BA
 FISCAL PROCEDURES APPROVED BY: Samuel Wong, Auditor-Controller
 DATE: 4/2/09
 SAMUEL WONG

Departmental Concurrence

Consent Policy
 Consent Policy
 Per Exec. Ofc.:

Prev. Agn. Ref: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 District: 5
 Agenda Number:

3.7

Form 11

Subject: Approve the Animal Field Services Agreement #09-008 with the City of Desert Hot Springs

Page 2 of 2

BACKGROUND:

In May 2008, the Department of Animal Services (DAS) was approached by the City of Desert Hot Springs with a request to submit a proposal for the provision of animal control field services for the City. DAS submitted a proposal with service activities to include safeguarding the City's domestic and wild animals, promoting the humane treatment of animals and enforcing the City of Desert Hot Spring's Ordinances and State laws relating to animal control. The City accepted the DAS's proposal and agreed to enter into a contract with Riverside County for Animal Control Field Services.

The City employees who were performing animal control services ceased working for the City in May 2008 and, in compliance with the Health and Safety Code 121690, the Department of Animal Services began performing emergency response field services at that time.

This is a revenue contract in which the Department of Animal Services is providing Field Services for the City of Desert Hot Springs. Field Services will be provided by two Animal Control Officer positions solely funded by the City. There are no additional positions being requested as DAS will redistribute existing positions to provide services for this revenue generating contract.

The City's animals will continue to be housed at the Coachella Valley Animal Campus.

FINANCIAL IMPACT:

The five-year cost for these services is \$1,058,944, which includes a one-time cost of \$22,500 for the animal control truck box and air conditioner, being spread over duration of the contract. The annual budget breakdown is as follows:

<u>FY08/09</u>	<u>FY09/10</u>	<u>FY10/11</u>	<u>FY11/12</u>	<u>FY12/13</u>	<u>TOTAL</u>
\$192,984	\$201,928	\$211,319	\$221,180	\$231,533	\$1,058,944

This is a revenue contract funded entirely by the City of Desert Hot Springs. The contract amount was not included in the Department of Animal Services Fiscal Year 08/09 budget; therefore, a budget adjustment is needed.

As per Board Policy A-30, staff positions shall be deleted should the agreement be terminated unless the department is able to absorb the expense at no additional cost to the general fund.

CITY OF DESERT HOT SPRINGS

**SCHEDULE A
Budget Adjustment
Fiscal Year 2008/09**

INCREASE IN APPROPRIATIONS:

10000-4200600000-510040 ✓	Regular Salaries	\$78,846
10000-4200600000-518100 ✓	Budgeted Benefits	\$40,406
10000-4200600000-510500 ✓	Standby Pay	\$7,206
10000-4200600000-510520 ✓	Bi-Lingual Pay - 1 Officer	\$1,040
10000-4200600000-527180 ✓	Operational Supplies	\$60,146
10000-4200600000-528920 ✓	Car Pool Expense	\$840
10000-4200600000-546160 ✓	Equipment - other	\$4,500

TOTAL INCREASE IN APPROPRIATION **\$192,984**

INCREASE IN ESTIMATED REVENUE:

10000-4200600000-773220 ✓	City Billings - Field Service	\$192,984
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TOTAL INCREASE IN ESTIMATED REVENUE **\$192,984**

County of Riverside, Community Health Agency Department of Animal Services

(With carpool expense and animal control box)

EXHIBIT "B" - PAYMENT PROVISIONS BUDGET FOR FY08/09 - FY12/13

CITY OF DESERT HOT SPRINGS

Field Services

Personnel

*Animal Control Officer

Salary

Benefits

Worker's Compensation

Bilingual Pay @ \$.50 an hour X 1

Sub-total Salaries/Benefits

**Stand-by Animal Control Officer

Time: @10 hours/mo. x \$55.00/hour x 12 mos.

Mileage:@.505/mile x 100 miles/mo. X 12 mos.

Sub-total Standby Expense

Total Personnel Expense - Field Services

Supplies and Other Charges

Supplies and Other Charges

(Uniforms, communication equipment, hand tools, pharmaceuticals, over head, etc. - to include regular hours mileage.)

(1) Animal Control Truck Box (1 time expense paid for over 5 years)

(1) Air Conditioning Unit for Truck (1 time expense paid for over 5 years)

(1) Carpool Expense (Truck Lease/Maintenance)

Total Supplies/Other Charges - Field Services

Grand Total - Field Services

Combined Years Grand Total

	FY0809	FY0910	FY1011	FY1112	FY1213	TOTAL
	2	2	2	2	2	
	FTE	FTE	FTE	FTE	FTE	
Salary	\$78,846	\$82,788	\$86,928	\$91,274	\$95,838	\$435,674
Benefits	\$39,226	\$41,187	\$43,247	\$45,409	\$47,679	\$216,748
Worker's Compensation	\$1,180	\$1,239	\$1,301	\$1,366	\$1,434	\$6,520
Bilingual Pay @ \$.50 an hour X 1	\$1,040	\$1,040	\$1,040	\$1,040	\$1,040	\$5,200
Sub-total Salaries/Benefits	\$120,292	\$126,255	\$132,515	\$139,089	\$145,992	\$664,143
**Stand-by Animal Control Officer						
Time: @10 hours/mo. x \$55.00/hour x 12 mos.	\$6,600	\$6,600	\$6,600	\$6,600	\$6,600	\$33,000
Mileage:@.505/mile x 100 miles/mo. X 12 mos.	\$606	\$606	\$606	\$606	\$606	\$3,030
Sub-total Standby Expense	\$7,206	\$7,206	\$7,206	\$7,206	\$7,206	\$36,030
Total Personnel Expense - Field Services	\$127,498	\$133,461	\$139,721	\$146,295	\$153,198	\$700,173
Supplies and Other Charges						
Supplies and Other Charges	\$60,146	\$63,127	\$66,258	\$69,545	\$72,996	\$332,071
(1) Animal Control Truck Box (1 time expense paid for over 5 years)	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$18,000
(1) Air Conditioning Unit for Truck (1 time expense paid for over 5 years)	\$900	\$900	\$900	\$900	\$900	\$4,500
(1) Carpool Expense (Truck Lease/Maintenance)	\$840	\$840	\$840	\$840	\$840	\$4,200
Total Supplies/Other Charges - Field Services	\$65,486	\$68,467	\$71,598	\$74,885	\$78,336	\$358,771
Grand Total - Field Services	\$192,984	\$201,928	\$211,319	\$221,180	\$231,533	\$1,058,944
Combined Years Grand Total	\$1,058,944					

Comments:

*Interview process for Animal Control Officer should be participatory and include both the City of Desert Hot Springs and the County of Riverside.

** Amounts are estimates and may change depending on actual use.

COUNTY OF RIVERSIDE

COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION Animal Services		CONTRACT NO. 09-008	RFP NO. ----
FUND 10000	DEPARTMENT ID 4200600200	PROGRAM/PROJECT ----	CLASS/LOCATION 8602-90001
CONTRACT AMOUNT \$1,058,944		PERIOD OF PERFORMANCE Date of Execution thru June 30, 2013	
COUNTY CONTRACT Robert Miller (951) 358-7442			
CONTRACTOR REPRESENTATIVE Chief Patrick Williams (760) 329-6411 x299			
PROGRAM NAME Animal Field Services for City of Desert Hot Springs			

This contract is made and entered into this ____ day of _____, 20__, by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, Department of Animal Services, hereinafter referred to as "COUNTY", and City of Desert Hot Springs, a California Charter City and Municipal Corporation of the State of California, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the COUNTY currently provides Animal Field Services for the unincorporated area of the County of Riverside, including the region known as the Coachella Valley;

WHEREAS, the COUNTY has the personnel and experience to provide such service and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth; and

WHEREAS, the CITY and COUNTY wish to enter into this Agreement designating the COUNTY as the *Animal Field Services provider* for the CITY, by providing a broad range of services to safeguard the health and safety of the population of CITY and of its domestic animals, to promote the humane treatment of animals and to stimulate public support for enforcement of CITY ordinances relating to animal control (collectively, "Services").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties mutually agree as provided on pages 3 through 21, and Exhibits A and B, attached hereto and incorporated herein, and execute this contract by their authorized officers on the day and year written above.

COUNTY OF RIVERSIDE,

A political subdivision

By _____

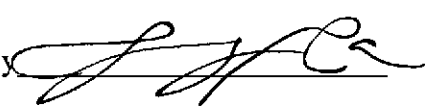
Chairman, Board of Supervisors

Attest: Clerk of the Board

By _____

Deputy

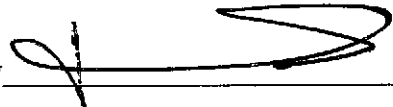
Approved as to Form:

By 

Deputy County Counsel

CITY OF DESERT HOT SPRINGS,

a municipal corporation

By 

City Manager

Attest 

Interim City Clerk

Approved as to Form:

By 

City Attorney

1 to County. County will also issue to City's Contracts Administrator a copy of all
2 animal bite reports within one week of occurrence.

3 (e) Quarantine. Quarantine, as prescribed by State law and in Section 93.113 of the
4 Desert Hot Springs Municipal Code, all Animals suspected to be rabid and/or that
5 have bitten a person or other animal. All such Animals shall receive proper
6 veterinary care and proper nutrition for their condition.

7 (f) Nuisance Animal Complaints. Respond to and process nuisance Animal
8 complaints.

9 (g) Dead Animals. Remove dead Animals from the public right-of-way except in
10 such cases where the Animal is on a state highway within City limits. In such
11 cases, County shall immediately (or as soon as reasonably practicable) notify by
12 telephone, facsimile, electronic mail transmission or other means the State of
13 California's Department of Transportation. .

14 (h) Trapping. Assist City residents in removal of domestic or wild Animals from
15 privately owned traps within twenty four (24) hours of being so notified.
16 Depending upon trap availability, assist City residents in the setting of, trapping
17 and removal, of domestic and wild Animals from public and private property
18 within seven (7) days.

19 (i) Return of Impounded Animals. Encourage the return of any lost/stray Animal
20 (impounded by field personnel) to the rightful owner in the field, subject to the
21 payment of impound fees.

22 (j) Traps. Advise and assist in setting a trap for an Animal at large or a wild Animal
23 on public or private property. County shall not be required to move belongings or
24 maintain on-premises surveillance, unless in the opinion of the Director of Animal
25 Services or the responding Animal Control Officer there is a direct, clear and
26 present danger to human life. County may provide traps for the above-stated
27 purposes with a rental fee to City residents or the City may purchase traps for the
28

1 above-mentioned purposes to be used only for City residents. Traps will be
2 available to City residents on a first come, first served basis. County is not
3 required to provide vector control services under the provisions of this contract.

- 4 (k) Licenses for Dogs, Kennels and Catteries. County shall issue dog licenses,
5 licenses to operate dog kennels and catteries within City, and collect fees in
6 connection therewith for dogs within City. County shall provide its own forms
7 and tags for such licenses. All fees for licenses to operate dog kennels and
8 catteries shall be retained by County. All fees collected for dog licenses shall be
9 accounted for by County and remitted to City on a monthly basis, provided,
10 however, that County shall retain the sum of \$5.85 for each dog license issued
11 hereunder.

12 County shall verify dog license status when responding to requests for service or
13 when responding to complaints about Animal behavior. The Animal Control
14 Officer, as part of said officer's regular animal control duties as defined by, but
15 not limited to, the terms of this contract, shall conduct license inspection activities
16 during animal control investigations so as to ascertain the number of unlicensed
17 dogs, to license such dogs and to foster compliance with Article III, Sections
18 93.20, et seq. of the Desert Hot Springs Municipal Code. County shall also
19 provide an automated or manual verification system whereby owners can verify
20 the status of their Animal's license by telephone.

- 22 (l) Issuance of Warnings and Citations. Enforce all appropriate provisions of Chapter
23 93 of the Desert Hot Springs Municipal Code including the issuance of warning
24 notices or citations as necessary for violations of the provisions of said Chapter 93
25 or state law.

- 26 (m) Service to Public. Provide service to the public on matters covered in this contract
27 consistent with established policies and procedures that promote courteous and
28 efficient service and good public relations. Other policies and procedures

1 notwithstanding, County, in processing any type of complaint or request for
2 service, will indicate to the caller that a response can be expected as per Exhibit
3 A. Should a second call be received after the response time has lapsed (according
4 to Exhibit A), the on-duty supervisor will be notified and take appropriate action.
5 In the event an in-person response is appropriate to the specific situation, County
6 shall make such response within 24 hours. This provision shall be subordinate to
7 shorter time limits specified elsewhere in this contract, if applicable. A log of
8 such activities must be maintained on a call-by-call basis and made available to
9 the City at City's request ("Log"). Log shall include:

- 10 1. Date and time of call
- 11 2. Caller information
- 12 3. Description of request
- 13 4. Expected response time
- 14 5. Date/time of response
- 15 6. Outcome

16
17 (n) Complaints. The City and County shall designate a primary and alternate contact
18 person for the purpose of addressing complaints. As used herein, "Complaint"
19 shall mean any dissatisfaction or problem in the performance of services under
20 this contract. All complaints received by the City that require a response from
21 County shall be made by telephone and/or electronic mail to the designated
22 contact persons for the Parties. An electronic mail response will be made by
23 County within two (2) business days as to the resolution or ongoing response on
24 the matter. If a response is not received within the time allotted, the City will
25 forward a request for response to County's Director of Animal Services and in
26 turn he/she will respond within two (2) business days. County may refer any
27 complaint to the City's City Manager or his/her designee as deemed necessary.
28

1 The County shall designate a person to assure prompt reporting to the City in this
2 regard.

3 4. Personnel. City hereby appoints the Director of Animal Services as the
4 Animal Control Director for City with all the powers, duties and obligations of Animal Control
5 Director as set forth in Article II, Sections 93.10, et seq. of the Desert Hot Springs Municipal
6 Code and under state law.

7 5. Hours of Service. Field service activities will be performed daily, based upon the
8 priority ranking described in Exhibit A. Any City requests involving imminent danger to the
9 public will be forwarded by telephone and by electronic mail directly to County's Director or
10 Deputy Director of Animal Services. All calls involving imminent danger scenarios will be
11 responded to within 60 minutes if reasonably possible, subject to considerations involving the
12 time of day, traffic conditions, or other uncontrollable circumstances.

13 County shall provide a means for responding to calls for service that take place during
14 limited service periods (as defined below) which are of an emergency nature pursuant to Exhibit
15 A. Field service personnel shall be assigned to patrol and other field service tasks as defined by
16 County.

17 The following definitions of "regular service hours", "limited service" and "holidays"
18 are intended to identify the broad time frames during which specific level of service will be
19 provided. "Regular service hours" is defined to mean between the hours of 7:30 a.m. and 5:00
20 p.m., Monday through Friday, holidays excepted. "Limited service" is defined as providing
21 essential services defined in Exhibit A of this contract from 5:00 p.m. to 7:30 a.m., Monday
22 through Friday, all day Saturday, Sunday and on holidays. "Holidays" as used herein shall be
23 those as established by the County and the City. County shall answer all telephone calls between
24 the hours of 7:30 a.m. and 5 p.m., Monday through Friday. Calls shall be answered by the
25 answering service after hours and on holidays, as noted above. Calls answered by the answering
26 service will be handled on an emergency basis as outlined in Exhibit A. The dispatcher and/or
27 clerical support staff shall maintain a record of all requests for service, both emergency and
28

1 routine, received during, before or after Regular service hours , including time and date, when
2 the calls were answered and the disposition of those calls. Records of these calls shall be
3 maintained for at least thirty (30) days. City and County agree that any incident reports to
4 County by residents or through emergency services involving a dangerous, aggressive, wild,
5 injured or sick Animal constitutes an emergency and requires immediate action by County.
6 When the City Manager or his/her designee of City have reason to believe that an animal control
7 emergency exists consistent with the Priority of Field Service, attached hereto as Exhibit A, the
8 City Manager or his/her designee shall notify County and request a prompt response.

9
10 Calls for service received after normal business hours that are not of an emergency
11 nature may be received at the regular telephone number at the Shelter, recorded and scheduled
12 for later action in accordance with the Priority of Field Service, attached hereto as Exhibit A.
13 County must provide City with an Emergency Telephone contact list by the first day of each
14 month if the prior contact list has changed.

15 6. Shelter Care and Disposition Services. The COUNTY will house animals from within
16 the City's jurisdiction to be treated, cared for or handled under the terms of this Agreement at the
17 Coachella Valley Animal Campus, located at 72-050 Pet Land Place, Thousand Palms, 92276
18 ("Shelter"). Hours of the shelter services are Tuesday through Friday 10 a.m. to 7 p.m., Saturday
19 10 a.m. to 5 p.m. and Sunday Noon to 5p.m. The handling of these animals will comply with the
20 terms of the shelter contract between County and City (collectively, the "Parties")

21 7. Veterinary Services. The City shall be responsible for the payment of veterinarian
22 fees incurred as a result of the enforcement of Penal Code 597.1. All attempts will be made to
23 recover these funds from the animal owner; however, all unrecovered funds shall be paid by the
24 City.

25 8. Contract Performance. County's Director of Animal Services or the designated
26 representative of said Director and City's City Manager or his/her designee shall meet as
27 necessary, to discuss contract performance.
28

1 City shall notify County in writing of any material failure to perform under the terms
2 of this contract and shall request County to correct such deficiencies within ten (10) calendar
3 days or such longer period as City deems reasonable under the circumstances. A "material
4 failure" shall be defined as the inability or unwillingness to perform all or any portion of this
5 Agreement.

6 9. Monthly Reports. County shall furnish to the City Manager, or the designated
7 representative of the City Manager, monthly reports including invoices detailing field services by
8 the 25th day of the following month. The monthly reports shall contain the following data for
9 field services of the prior month and year-to-date statistics:

- 10 (a) Number of dogs surrendered by owners in the field.
- 11 (b) Number of stray dogs impounded in the field.
- 12 (c) Number of dead dogs impounded in the field.
- 13 (d) Number of cats surrendered by owners in the field.
- 14 (e) Number of stray cats impounded in the field.
- 15 (f) Number of dead cats impounded in the field.
- 16 (g) Number of wild animals impounded alive in the field.
- 17 (h) Number of dead wild animals taken into custody in the field.
- 18 (i) Number of miscellaneous animals impounded in the field.
- 19 (j) Number of injured animals impounded in the field.
- 20 (k) Number of requests for service received each day.
- 21 (l) Number of animal bite calls.
- 22 (m) Number of sick/injured animal calls.
- 23 (n) Vicious animal (imminent danger) and law enforcement calls.
- 24 (o) Cruelty/animal neglect calls.
- 25 (p) Number of nuisance animal complaints received and processed.
- 26 (q) Number of nuisance animal complaints received and processed.
- 27
- 28

1 These monthly reports shall provide a summary of the utilization of field service
2 employees' hours. Upon reasonable notice to County, City may inspect any facility or records to
3 verify the data contained in the reports.

4 10. Compensation. City and County agree that the costs for services provided under this
5 contract shall be based on the budgeted amount of the actual program costs and expenses.
6 Special or unanticipated costs shall be billed at the actual cost to provide such services to City.
7 The rate of apportionment of costs may be recalculated at the end of the first fiscal year or earlier
8 and readjusted as necessary, with mutual consent by a written supplement to this contract.

9 County shall submit a billing to City, on a monthly basis, for costs incurred during the
10 immediately preceding month and said billing shall include the hours of such services provided,
11 the nature of such services and the mileage incurred and City shall pay County upon such billing
12 and accounting.

13 The maximum amount payable by City to County under this Agreement for the initial
14 five year period shall not exceed \$1,058,944.00. The annual budget breakdown, as outlined in
15 Exhibit B, is as follows:

<u>FY08/09</u>	<u>FY09/10</u>	<u>FY10/11</u>	<u>FY11/12</u>	<u>FY12/13</u>	<u>TOTAL</u>
\$192,984	\$201,928	\$211,319	\$221,180	\$231,533	\$1,058,944

16 Should the amounts set above be insufficient to cover the expenses of the
17 corresponding Fiscal Year, County shall notify City at least sixty (60) days in advance. Upon
18 such notification, County shall discontinue services unless City provides written assurance that
19 funds are available to defray further expenses incurred by County.

20 For contract renewals, County shall provide to City as soon as possible, but not later
21 than March 15th, a fiscal budget commencing July 1st of the following year.

22 11. Missing or Stolen Animals. County shall file a report with the Desert Hot Springs
23 Police Department within 24 hours if an impounded Animal is missing or suspected to have been
24 stolen from an animal control vehicle or while in County custody. County shall indicate on the
25 police report the circumstances of the Animal's disappearance.
26
27
28

1 12. Personnel, Supplies and Equipment. County shall provide all personnel, supplies,
2 medications and pharmaceuticals, and equipment necessary for the efficient and effective
3 operation of the Animal Field Service program provided for herein, including, but not limited to,
4 Animal Control Officers, clerical staff, vehicles, license tags and forms, citation forms, notices
5 and all necessary envelopes and postage as budgeted.

6 13. Training of Field Personnel. County, shall assign, train and supervise all field service
7 personnel assigned to the corporate limits of City to perform duties under this contract. All
8 personnel shall be trained, qualified and authorized to administer and/or enforce all laws, rules
9 and regulations; operate all necessary equipment, have the ability to recognize animal breeds,
10 diseases and injuries, and shall be competent to administer first aid to animals in the field.

11 14. Provision of Vehicles and Radio Equipment. City shall provide one (1) animal
12 control vehicle with an appropriate animal control box mounted on the truck chassis and with an
13 air conditioning unit mounted on the animal control truck box for use by one Animal Control
14 Officer. County shall provide, at City's expense, one (1) additional animal control vehicle with
15 the appropriate animal control boxes mounted on the truck chassis and with an air conditioning
16 unit mounted on the animal control truck box for use by the City Animal Control Officers. The
17 City of Desert Hot Springs shall equip, fuel and maintain said vehicles. When vehicles reach
18 150,000 miles or are 5 years old, whichever comes first, City and County shall make a good faith
19 determination, based on the condition of the vehicle(s), on whether replacement of the vehicle(s)
20 are reasonably necessary. If the vehicle(s) are determined by both parties to be in good working
21 order, the vehicles will remain in service and thereafter reviewed annually, or sooner if
22 necessary. The replacement cost of said vehicles shall be at City's expense. County shall provide
23 and maintain the radios installed in all field service vehicles and the equipment for dispatch.

24 15. Records. County shall maintain and keep records of all expenditures and obligations
25 incurred pursuant to this contract and all income and fees received thereby according to generally
26 recognized accounting principles. Such records shall be maintained by County for a minimum of
27 three (3) years. The records and/or animal control operations of County shall be open to
28

1 inspection and audit by City or its authorized representative as is deemed necessary by the City
2 Manager or the authorized representative of the City Manager upon reasonable notice to County.

3 16. Indemnification. County shall defend, indemnify and hold harmless City, its officers
4 and employees, from any and all claims, demands and liability for damages for personal injury or
5 property damage suffered by reason of any act or omissions of County or County's employees,
6 agents or contractors, or by reason of any dangerous or defective condition caused or permitted
7 by County or by County's employees, agents or contractors, which may arise out of, or be
8 connected with, the performance by County of its duties and obligations pursuant to this contract,
9 excepting such matters as may arise from the sole negligence or willful misconduct of City or its
10 officers and employees.

11 Any payments, attorneys' fees, costs or expenses City incurs or makes to or on behalf
12 of any injured employee under its self-administered workers' compensation program which arises
13 out of or is the result of any such act or omission of County, its employees, agents, contractors or
14 subcontractors done or made in the performance of its duties and obligations hereunder, is
15 included as a loss, expense or cost for the purposes of this paragraph.

17 City shall defend, indemnify and save harmless County, its officers and employees,
18 from any and all claims, demands and liability for damages for personal injury or property
19 damage suffered by reason of any act or omissions of City or City's employees, agents or
20 contractors (exclusive of County employees and volunteers under this contract), or by reason of
21 any dangerous or defective condition caused or permitted by City or by City's employees, agents
22 or contractors (exclusive of County employees and volunteers under this contract), which may
23 arise out of or be connected with the performance by City of its duties and obligations pursuant
24 to this contract, excepting such matters as may arise from the sole negligence or willful
25 misconduct of County or its officers and employees.

26 Any payments, attorney fees, costs or expenses County incurs or makes to or on
27 behalf of any injured employee under its self-administered workers' compensation program
28 which arises out of or is the result of any such act or omission of City, its employees, agents,

1 contractors or subcontractors (exclusive of those County employees and volunteers under this
2 contract) done or made in the performance of its duties and obligations hereunder, is included as
3 a loss, expense or cost for the purposes of this paragraph.

4 The provisions of this Paragraph 16 shall survive the expiration or early termination
5 of this contract.

6 17. Insurance. County shall secure public liability and property damage insurance or
7 maintain self-insurance reserves as shall protect it from claims for damages for personal injury,
8 including accidental death, as well as from claims for property damage which may arise from
9 operations under this contract. Said insurance shall be maintained in full force and effect during
10 the term of this contract or renewals or extensions thereof. Such policy of insurance or self-
11 insurance shall be for not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for liability
12 purposes. Additionally, County shall maintain a policy of insurance or self-insurance which
13 policy shall be for not less than \$1,000,000 combined single limit for injuries, including
14 accidental death, to any person and property damage arising for automobile usage. Any policy of
15 insurance shall be placed with a company authorized to do business in the State of California.
16 Copies of all policies or certificates of insurance or self-insurance shall be filed with City . Said
17 policies or certificates shall provide for thirty (30) days written notice to City prior to reduction
18 in coverage or cancellation.
19

20 The amounts of such insurance shall not be deemed a limitation of County's
21 agreement to save and hold City harmless and if City becomes liable for an amount in excess of
22 the insurance, County will save and hold City harmless from the whole thereof.

23 City reserves the right to request County to increase the amounts of insurance
24 coverage described hereinabove, and to require any additional riders and provisions in said
25 policies or certificates as shall be considered necessary by the Risk Manager or City Attorney,
26 consistent with the terms and conditions of this contract. City shall give notice of such request by
27 no later than December 31 of any year, and County shall comply with said increase or other
28 change as of July 1 of the next fiscal year. Nothing herein prohibits County from including the

1 additional costs, if any, necessitated by City's request for increased insurance coverage in the
2 estimated budget to be submitted by March 15 following the notice from City.

3 18. Workers' Compensation. County shall provide insurance or be self-insured as
4 required by California law to protect said County from claims under the Workers' Compensation
5 Act. Upon execution of this contract, the County shall file with City either a Certificate of
6 Insurance showing that such insurance is in effect or that County is self-insured for such
7 coverage. Any certificate of insurance shall state that City will be given ten (10) days prior
8 written notice before modification or cancellation thereof.

9 19. Independent Contractor. County and the officers, employees and agents of County, in
10 the performance of this contract, shall act in an independent capacity and not as officers or
11 employees of City. County acknowledges and agrees that City has no obligation to pay or
12 withhold state or federal taxes or to provide workers' compensation or unemployment insurance.
13 As an independent contractor, County shall be responsible for any and all taxes that apply to
14 County as an employer.

15 20. No Third Party Beneficiary. This contract between City and County is intended for
16 the mutual benefit of the two signing Parties only. No rights are created under this contract in
17 favor of any third party or any party who is not a direct signatory to this contract.

18 21. Notices. All notices, requests, consents, approvals or other communications between
19 the Parties in connection with this contract shall be deemed given if addressed to the recipient
20 party at its last known address and, with postage prepaid, deposited in the United States mail.

21 The current addresses of the Parties are as follows:

22 <u>City</u>	23 <u>County</u>
24	
25 City of Desert Hot Springs	County of Riverside
26 City Manager	Director, Department of Animal Services
27 65950 Pierson Boulevard	5950 Wilderness Avenue
28 Desert Hot Springs, CA 92240	Riverside, CA 92504

1 With a copy to:

2
3 Meyers Nave

4 333 S. Grand Ave. Suite 1650

5 Los Angeles, CA 90071

6 Attn: Ruben Duran, Esq.

7 Either party, upon notice to the other, may from time to time change its mailing
8 address.

9 22. Nondiscrimination. During the performance of this contract, County agrees that it
10 shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry,
11 age, physical disability, mental disability, medical condition including the medical condition of
12 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status,
13 sex or sexual orientation in the selection and retention of employees and subcontractors and the
14 procurement of materials and equipment, except as provided in Section 12940 of the
15 Government Code of the State of California.
16

17 Further, County agrees to conform to the requirements of the Americans with
18 Disabilities Act in the performance of this contract.

19 23. Venue. Any action at law or in equity brought by either of the Parties for the purpose
20 of enforcing a right or rights provided for by this contract shall be tried in a court of competent
21 jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all
22 provisions of law providing for a change of venue in such proceedings to any other county. In the
23 event either party hereto shall bring suit to enforce any term of this contract to recover any
24 damages for and on account of the breach of any term or condition of this contract, it is mutually
25 agreed that the prevailing party in such action shall recover all costs thereof including reasonable
26 attorneys' fees to be set by the court in such action.

27 24. Assignment. It is mutually understood and agreed that this contract shall be binding
28 upon County and its successors. Neither this contract nor any part thereof nor any moneys due or

1 to become due hereunder may be assigned by County without the prior written consent and
2 approval of City. City and County hereby agree to the full performance of the covenants
3 contained herein.

4 25. Amendments. Any amendments or supplements to this contract shall be in writing
5 and shall have the approval of the Board of Supervisors and the City Council. This is the entire
6 agreement for field services and supersedes any prior written or oral agreement inconsistent
7 herewith.

1 **EXHIBIT A**

2 **PRIORITY OF FIELD SERVICES**

3
4 DEFINITIONS: Services are those enforcement activities rendered by County pursuant to
5 the relevant sections of City Ordinance (Chapter 93 of the Desert Hot Springs Municipal Code)
6 and related State codes and are assembled for expediency into two categories: Emergency and
7 Non-Emergency. Priority Ranking refers to the order of priority with which a call will be
8 handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the
9 Animal Control Officer. If a call is "exceptional," as defined on page 3 of this Exhibit, it will be
10 referred to the Supervisor for evaluation and processing.

11 An Animal Control Officer will respond to animal medical emergencies and other
12 emergencies involving danger to humans within 30 minutes or less during regular service hours,
13 Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after
14 regular service hours and holidays, factors affecting response time including traffic congestion or
15 other hindering circumstances uncontrollable by the County. Response time to non-emergency
16 calls will be within 24-hours.
17

18 A) Calls considered as Emergencies to be handled Without Delay during Field Regular
19 Working Hours.
20 Monday through Friday; 7:30 a.m. to 5 p.m.

21
22 **I. PRIORITY ONE RANKING:**

- 23 1. Animals endangering health or safety of the community.
24 2. Aggressive stray animals at large on school grounds or playground.
25 3. Quarantined biting animals.

26 **II. PRIORITY TWO RANKING:**

- 27 1. Sick or injured stray animals.
28 2. Animals in distress.

- 1 3. Humane investigations – life threatening. (Depending on immediate circumstance,
2 priority 2 or 4)

3 **III. PRIORITY THREE RANKING:**

- 4 1. Police Department requests for service.
5

6 **IV. PRIORITY FOUR RANKING:**

- 7 1. Livestock or equine at-large.
8

9 **V. PRIORITY FIVE RANKING:**

- 10 1. Dead animals on public property (streets).
11

12 **B) Calls Considered as Emergencies to be Handled Without Delay After Normal Service**
13 **Hours and Holidays.**

- 14 1. Animal endangering health or safety of the community.
15 2. Police Department requests for emergency service.
16 3. Sick or injured stray animals.
17 4. Animals in distress.
18 5. Humane investigations – life threatening.
19

20 **C) Calls Considered as Non-Emergency to be handled Within 24-Hours During Regular**
21 **Business Hours:**

- 22 1. Pick up confined, healthy, stray-animals.
23 2. Dead animals on private property.
24 3. Animals being released from quarantine.
25 4. Leash law enforcement.
26 5. Nuisance animal investigations.
27 6. Permit investigations.
28 7. Dog license enforcement.

1 **Exceptions:**

2 The Animal Control Director or the deputies of the Animal Control Director may, on a case-by-
3 case basis, authorize variations of priority when circumstances require. Qualifying incidents will
4 be determined by the responding officer on each of the above listed.

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EXHIBIT B

Date of Execution through June 30, 2009

SEE ATTACHED

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