

FORM APPROVED COUNTY COUNSEL
 BY: JIMMY H. RA 7/14/09
 DATE

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

132



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:

SUBJECT: Approve the Field Services Agreement with the City of Menifee

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Field Services Agreement between the City of Menifee and the County of Riverside for the performance period of July 1, 2009 through June 30, 2010 in the amount of \$393,221 with the option to renew for three (3) years in one (1) year increments; and,
- 2) Authorize the Chairperson to execute four (4) original copies of each of the Agreements on behalf of the County of Riverside.

BACKGROUND:

The City of Menifee ("City") incorporated on October 1, 2008 whereby the Department of Animal Services ("Department") continued to provide field and shelter services through June 30, 2009 in accordance with incorporation guidelines. Further, on June 30, 2009, the Board of Supervisors agreed to extend services

(Continued)

RM:BW:pmh

Betsy Webster

Betsy Webster, Deputy Director for
 Robert Miller, Director for Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$393,221	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*

Michael R. Shetler

County Executive Office Signature

Dept Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 3

Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.11

BACKGROUND (Continued):

through August 1, 2009 in order for the new City to procure contracts with certain County departments, including the Department of Animal Services.

In March, 2009, the Department was approached by the City with a request to submit a proposal for the provision of Field and Shelter services. The Department submitted the proposal with service activities to include safeguarding the City of Menifee's domestic and wild animals, promoting the humane treatment of animals and enforcing the City's Ordinances and State laws relating to animal control. The proposal outlined sheltering services to be provided by Ramona Humane Society ("RHS") through the existing contract between RHS and the Department, until the new San Jacinto Animal Shelter opens. Once opened, the City's animals would be sheltered at the San Jacinto Animal Shelter under a new contract which the Department will begin negotiating within the next few months. The City of Menifee accepted the proposal and approved the contract at their July 7, 2009 City Council meeting.

Personnel/Financial Impact:

Staffing to service the Field Services portion of this contract will be provided through existing positions within the Department; therefore, no additional staffing will be required.

This is a revenue contract funded entirely by the City of Menifee. The contract amount was included in the Department of Animal Services Fiscal Year 09/10 budget; therefore, no budget adjustment is needed.

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION Animal Services		CONTRACT NO. 10-001	RFP NO. ----
FUND 10000	DEPARTMENT ID 4200600200	PROGRAM/PROJECT ----	CLASS/LOCATION 2296-
CONTRACT AMOUNT \$393,221.75		PERIOD OF PERFORMANCE July 1, 2009 through June 30, 2010	
COUNTY CONTRACT Robert Miller		(951) 358-7442	
CONTRACTOR REPRESENTATIVE Gary Thompson (951) 672-6777			
PROGRAM NAME Animal Field and Shelter for City of Meniffee			

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 Meniffee, 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 Southwestern 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, and Ramona Humane Society as the Animal Shelter 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

CITY OF MENIFEE,
a municipal corporation

By _____
Chairman, Board of Supervisors

By Wallace Edgerton
Mayor

Attest: Clerk of the Board

Attest Bennett
City Clerk

By _____
Deputy

Approved as to Form:

Approved as to Form:

By Jenny H. Ra
Deputy County Counsel

By Elizabeth Maudyn
City Attorney

- 1 (c) Proper Care and Treatment. Provide care and treatment to any stray or
2 abandoned Animal in accordance with the provisions of Section 597.1,
3 597e, and 597f of the Penal Code of the State of California.
- 4 (d) Animal Bites. Investigate reported bites by Animals. County shall respond
5 in person to all reported bites by dogs or by suspected rabid or wild
6 Animals. As part of this response, County shall contact and interview the
7 bite victim (or the victim's parent(s) or guardian(s) in the case of a minor)
8 as part of the bite investigation procedure. Bite reports shall indicate who
9 reported the bite incident to County. County will also issue to City's
10 Community Development Director a copy of all animal bite reports within
11 one week of completion.
- 12 (e) Quarantine. Quarantine, as prescribed by State law and County
13 Ordinances as codified under Riverside County Code Title 6, or any
14 successor thereto (hereinafter referred to as "Riverside County Code Title
15 6") all Animals suspected to be rabid and/or that have bitten a person or
16 other animal. All such Animals shall receive proper veterinary care and
17 proper nutrition for their condition.
- 18 (f) Stray and Barking Animal Complaints. Respond to and process stray and
19 barking animal complaints as referenced in Riverside County Code Title 6,
20 section 6.08.160 "Stray and Barking Dogs".
- 21 (g) Dead Animals. Remove dead Animals from the public right-of-way except
22 in such cases where the Animal is on a state highway within City limits. In
23 such cases, County shall immediately (or as soon as reasonably
24 practicable) notify by telephone, facsimile, electronic mail transmission or
25 other means the State of California's Department of Transportation. .
- 26 (h) Trapping. Assist City residents in removal of domestic or wild Animals
27 from privately owned traps within twenty four (24) hours of being so
28

1 notified. Depending upon trap availability, assist City residents in the
2 setting of, trapping and removal of domestic and wild Animals from public
3 and private property within seven (7) days.

- 4 (i) Return of Impounded Animals. Encourage the return of any lost/stray
5 Animal (impounded by field personnel) to the rightful owner in the field,
6 subject to the payment of impound fees.
- 7 (j) Traps. Advise and assist in setting a trap for an Animal at large or a wild
8 Animal on public or private property. County shall not be required to move
9 belongings or maintain on-premises surveillance, unless in the opinion of
10 the Director of Animal Services or the responding Animal Control Officer
11 there is a direct, clear and present danger to human life. County may
12 provide traps for the above-stated purposes with a rental fee to City
13 residents or the City may purchase traps for the above-mentioned
14 purposes to be used only for City residents. Traps will be available to City
15 residents on a first come, first served basis. County is not required to
16 provide vector control services under the provisions of this contract.
- 17 (k) Licenses for Dogs, Kennels and Catteries. County shall issue dog
18 licenses, licenses to operate dog kennels and catteries within City, subject
19 to approval of the City for land use and zoning requirements for said
20 facilities, and collect fees in connection therewith for dogs within City.
21 County shall provide its own forms and tags for such licenses. All fees for
22 licenses to operate dog kennels and catteries shall be retained by County.
23 All fees collected for dog licenses shall be accounted for by County, and
24 credited against the cost of the contract and reflected on each invoice for
25 services on a monthly basis, provided, however, that County shall retain
26 the sum of \$5.85 for each dog license issued hereunder.
27
28

1 County shall verify dog license status when responding to requests for
2 service or when responding to complaints about Animal behavior. The
3 Animal Control Officer, as part of said officer's regular animal control
4 duties as defined by, but not limited to, the terms of this contract, shall
5 conduct license inspection activities during animal control investigations
6 so as to ascertain the number of unlicensed dogs, to license such dogs
7 and to foster compliance with Riverside County Code Title 6. County shall
8 also provide an automated or manual verification system whereby owners
9 can verify the status of their Animal's license by telephone.

10 (l) Issuance of Warnings and Citations. Enforce all appropriate provisions of
11 Riverside County Code Title 6 including the issuance of warning notices or
12 citations as necessary for violations of the provisions of said Riverside
13 County Code Title 6 or State law.

14 (m) Service to Public. Provide service to the public on matters covered in this
15 contract consistent with established policies and procedures that promote
16 courteous and efficient service and good public relations. Other policies
17 and procedures notwithstanding, County, in processing any type of
18 complaint or request for service, will indicate to the caller that a response
19 can be expected as per Exhibit A. Should a second call be received after
20 the response time has lapsed (according to Exhibit A), the on-duty
21 supervisor will be notified and take appropriate action. In the event an in-
22 person response is appropriate to the specific situation, County shall make
23 such response within 24 hours. This provision shall be subordinate to
24 shorter time limits specified elsewhere in this contract, if applicable. A log
25 of such activities must be maintained on a call-by-call basis ("Log") and
26 made available to the City monthly. Log shall include:

27 1. Date and time of call
28

- 1 2. Caller information
- 2 3. Description of request
- 3 4. Expected response time
- 4 5. Date/time of response
- 5 6. Outcome

6 (n) Complaints. The City and County shall designate a primary and alternate
7 contact person for the purpose of addressing complaints. As used herein,
8 "Complaint" shall mean any dissatisfaction or problem in the performance
9 of services under this contract. All complaints received by the City that
10 require a response from County shall be made by telephone and/or
11 electronic mail to the designated contact persons for the Parties. An
12 electronic mail response will be made by County within two (2) business
13 days as to the resolution or ongoing response on the matter. If a
14 response is not received within the time allotted, the City will forward a
15 request for response to County's Director of Animal Services and in turn
16 he/she will respond within two (2) business days. County may refer any
17 complaint to the City's Community Development Director as deemed
18 necessary. The County shall designate a person to assure prompt
19 reporting to the City in this regard.

21 4. Personnel. City hereby appoints the Director of Animal Services as the
22 Animal Control Director for City with all the powers, duties and obligations of Animal
23 Control Director as set forth in Riverside County Code Title 6 and under State law.

24 5. Hours of Service. Field service activities will be performed daily, based upon
25 the priority ranking described in Exhibit A. Any City requests involving imminent danger
26 to the public will be forwarded by telephone and by electronic mail directly to County's
27 Director or Deputy Director of Animal Services. All calls involving imminent danger
28 scenarios will be responded to within 60 minutes if reasonably possible, subject to

1 considerations involving the time of day, traffic conditions, or other uncontrollable
2 circumstances.

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

7
8 The following definitions of "regular service hours," "limited service" and
9 "holidays" are intended to identify the broad time frames during which specific levels of
10 service will be provided. "Regular Service Hours" shall be deemed to mean between the
11 hours of 7:30am and 5pm, Monday through Friday, holidays excepted. "Limited service"
12 is defined as providing essential services defined in Exhibit A of this contract from 5pm
13 to 7:30am, Monday through Friday, all day Saturday, Sunday and on holidays.
14 "Holidays" as herein shall be those as established by the County and the City. The
15 County shall answer all telephone calls for Field Services during phone center
16 operational hours. Calls shall be received by the County answering service after hours
17 and on holidays, as noted above. Calls answered by the answering service will be
18 handled on an emergency basis as outlined in Exhibit A. The dispatcher and/or clerical
19 support staff shall maintain a detailed record of all requests for service, both emergency
20 and routine, received during regular service hours and after regular service hours,
21 including time and date, when the calls were answered and the disposition of those
22 calls. Records of these calls shall be maintained for at least ninety (90) days. The City
23 and County agree that any incident reports to the County by residents or through
24 emergency services involving a dangerous, aggressive, wild, injured or sick animal
25 constitute an emergency and require immediate action by the County pursuant to this
26 contract. When the City Manager or designee of the City has reason to believe that an
27 Animal Control emergency exists consistent with the Priority of Field Services, attached
28

1 hereto as Exhibit A, the City Manager or his/her designee shall notify the County and
2 request a prompt response.

3 Calls for service received after normal business hours that are not of an
4 emergent nature shall be answered by an answering service and referred to call back
5 on the next business day during phone center operational hours. These calls will then
6 be scheduled for response in accordance with the Priority of Field Services, set forth in
7 Exhibit A.
8

9 6. Shelter Care and Disposition Services. The County will house City's animals
10 at the Ramona Humane Society located at 690 Humane Way, San Jacinto, CA 92583
11 until the end of the Fiscal Year or such time as the San Jacinto Valley Animal Campus
12 is built and ready to shelter animals. At which time, the shelter portion of this agreement
13 will terminate and be replaced by an agreement to shelter animals at the San Jacinto
14 Valley Animal Campus, or another shelter service provider designated by City. City will
15 be responsible for engaging a new shelter service provider under separate contract if
16 the San Jacinto Valley Animal Campus is not designated. The handling of these animals
17 at Ramona Humane Society will comply with the terms of the contract between the
18 County of Riverside and Ramona Humane Society.
19

20 The County's expectations as they relate to the sheltering services provided by
21 Ramona Humane Society are as follows:

- 22 A. Ramona Humane Society shall be responsible for the maintenance and
23 operation of the Shelter and the care of the animals on a 24-hour basis.
24 The Animal Shelter shall be open to the public on the following minimum
25 basis: Monday through Thursday and Saturday, 8am to 5pm, Friday and
26 Sunday, 8am to 3:30pm. Hours of service provided to the public may be
27 changed by the Ramona Humane Society with thirty (30) days notice to
28 the City provided the hours of service to the public do not cause violation

1 of State of California Food and Agricultural Code Section 31108, as
2 amended. Facilities may be closed to the public on holidays as prescribed
3 by County Ordinance 358, as amended.

- 4 B. Prevent and control the spread of disease among the animals housed at
5 the Shelter.
- 6 C. At least once daily, inspect and examine all animals in custody at the
7 Shelter to determine the presence of disease and/or injury and to apply
8 first aid to injured animals and treatment as necessary.
- 9 D. Keep and maintain accurate records of the receipt and disposition of all
10 animals delivered to its custody and complete monthly reports of all
11 shelter activities.
- 12 E. Provide animal adoption and redemption services for animals during the
13 hours that the Shelter is open to the public.
- 14 1) Adhere to current Ordinances or state laws regarding the holding
15 (impoundment) period for animals will be adhered to.
- 16 2) Provide humane euthanasia of acutely sick and injured animals and for
17 other animals not suitable for adoption after expiration of the holding
18 period as determined by state laws or County ordinances as adopted
19 by the City. Euthanasia shall be performed by staff person(s) certified
20 by senior staff as having been trained and capable of performing these
21 procedures. Staff person(s) shall receive euthanasia certification, with
22 annual refresher training received thereafter.
- 23 F. All dogs and cats over the age of four (4) months and placed for adoption,
24 will be delivered to the new owner only after the animal has been
25 vaccinated, and has been spayed/neutered. These services shall be at the
26 owner's expense and shall be paid at the time of adoption.
- 27 G. Take in stray/owner turn-in animals.
- 28

1 H. Hold stray and owner unidentifiable animals for a period as prescribed by
2 California Food and Agriculture Code 31108 and referencing California
3 Food and Agriculture Code 17006.

4 I. Insure that all dogs have valid rabies inoculations prior to issuance of a
5 license in accordance with law.

6 J. Maintain a complaint log regarding the disposition of all written and oral
7 complaints received by staff.

8 K. Animal disposal.

9 7. Veterinary Services. The City shall be responsible for the payment of
10 veterinarian fees incurred as a result of the enforcement of any humane enforcement
11 including, but not limited to the enforcement of Penal Code 597. All attempts will be
12 made to recover these funds from the animal owner; however, all unrecovered funds
13 shall be paid by the City and be added to the monthly billing. The City reserves the right
14 to attempt collection directly from the animal owner of any unrecovered funds that have
15 been billed and paid by the City.

16 8. Fee Schedule. City agrees to adopt the County fee schedule, as amended,
17 and gives County permission to offer payment plans or waive fees for City residents on
18 a case by case basis as approved by the Director or his/her designee. No payment plan
19 or waiver of fees shall be given for rabies vaccinations, animal licenses or State
20 mandated fees.

21 9. Contract Performance. County's Director of Animal Services or the
22 designated representative of said Director and City's City Manager or his/her designee
23 shall meet as necessary, to discuss contract performance.

24 City shall notify County in writing of any material failure to perform under the
25 terms of this contract and shall request County to correct such deficiencies within ten
26 (10) calendar days or such longer period as City deems reasonable under the
27 circumstances. A "material failure" shall be defined as the inability or unwillingness to
28

1 perform the services outlined in this Agreement related to public health and safety or
2 required recordkeeping.

3 10. Monthly Reports. County shall furnish to the City Manager, or the designated
4 representative of the City Manager, monthly reports including invoices detailing field
5 services by the 25th day of the following month. The monthly reports shall contain the
6 following data for field services of the prior month:

- 7 (a) Number of dogs surrendered by owners in the field.
- 8 (b) Number of stray dogs impounded in the field.
- 9 (c) Number of dead dogs impounded in the field.
- 10 (d) Number of cats surrendered by owners in the field.
- 11 (e) Number of stray cats impounded in the field.
- 12 (f) Number of dead cats impounded in the field.
- 13 (g) Number of livestock, birds and other animals surrendered by owners in
14 the field.
- 15 (h) Number of livestock, birds and other animals impounded alive in the
16 field.
- 17 (i) Number of livestock, birds and other dead animals impounded in the
18 field.
- 19

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

23 11. Compensation. City and County agree that the costs for services provided
24 under this contract shall be based on the budgeted amount of the actual program costs
25 and expenses. Special or unanticipated costs shall be billed at the actual cost to
26 provide such services to City. The rate of apportionment of costs may be recalculated,
27 upward or downward at the end of the first fiscal year or earlier and readjusted as
28 necessary, with mutual consent by a written supplement to this contract.

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

5 The maximum amount payable by City to County under this Agreement for
6 the initial one year period shall not exceed \$393,221 as outlined in Exhibit B.

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

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

13
14 12. Missing or Stolen Animals. County shall file a report with the Riverside
15 Sheriff's Department within 24 hours if an impounded Animal is missing or suspected to
16 have been stolen from an animal control vehicle or while in County custody. County
17 shall indicate on the police report the circumstances of the Animal's disappearance.

18 13. Personnel, Supplies and Equipment. County shall provide all personnel,
19 supplies, medications and pharmaceuticals, and equipment necessary for the efficient
20 and effective operation of the Animal Field Service program provided for herein,
21 including, but not limited to, Animal Control Officers, clerical staff, vehicles, license tags
22 and forms, citation forms, notices and all necessary envelopes and postage as
23 budgeted.

24 14. Training of Field Personnel. County, shall assign, train and supervise all field
25 service personnel assigned to the corporate limits of City to perform duties under this
26 contract. All personnel shall be trained, qualified and authorized to administer and/or
27 enforce all laws, rules and regulations; operate all necessary equipment, have the ability
28

1 to recognize animal breeds, diseases and injuries, and shall be competent to administer
2 first aid to animals in the field.

3 15. Provision of Vehicles and Radio Equipment. County shall provide, at City's
4 expense, two (2) animal control vehicles with the appropriate animal control boxes
5 mounted on the truck chassis and with an air conditioning unit mounted on the animal
6 control truck boxes for use by the City Animal Control Officers. The County shall equip,
7 fuel and maintain said vehicles. When vehicles reach 150,000 miles or are 5 years old,
8 whichever comes first, City and County shall make a good faith determination, based on
9 the condition of the vehicle(s), on whether replacement of the vehicle(s) are reasonably
10 necessary. If the vehicle(s) are determined by both parties to be in good working order,
11 the vehicles will remain in service and thereafter reviewed annually, or sooner if
12 necessary. The replacement cost of said vehicles shall be at City's expense, prorated
13 by the existing mileage and condition of vehicles at the time they are placed in service
14 under this contract. County shall provide and maintain the radios installed in all field
15 service vehicles and the equipment for dispatch.
16

17 16. Records. County shall maintain and keep records of all expenditures and
18 obligations incurred pursuant to this contract and all income and fees received thereby
19 according to generally recognized accounting principles. Such records shall be
20 maintained by County for a minimum of three (3) years. The records and/or animal
21 control operations of County shall be open to inspection and audit by City or its
22 authorized representative as is deemed necessary by the City Manager or the
23 authorized representative of the City Manager upon reasonable notice to County.

24 17. Indemnification. County shall defend, indemnify and hold harmless City, its
25 officers and employees, from any and all claims, demands and liability for damages for
26 personal injury or property damage suffered by reason of any act or omissions of
27 County or County's employees, agents or contractors, or by reason of any dangerous or
28 defective condition caused or permitted by County or by County's employees, agents or

1 contractors, which may arise out of, or be connected with, the performance by County of
2 its duties and obligations pursuant to this contract, excepting such matters as may arise
3 from the sole negligence or willful misconduct of City or its officers and employees.

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

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

21 Any payments, attorney fees, costs or expenses County incurs or makes to or
22 on behalf of any injured employee under its self-administered workers' compensation
23 program which arises out of or is the result of any such act or omission of City, its
24 employees, agents, contractors or subcontractors (exclusive of those County
25 employees and volunteers under this contract) done or made in the performance of its
26 duties and obligations hereunder, is included as a loss, expense or cost for the
27 purposes of this paragraph.
28

1 The provisions of this Paragraph 16 shall survive the expiration or early
2 termination of this contract.

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

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

22 City reserves the right to request County to increase the amounts of
23 insurance coverage described hereinabove, and to require any additional riders and
24 provisions in said policies or certificates as shall be considered necessary by the Risk
25 Manager or City Attorney, consistent with the terms and conditions of this contract. City
26 shall give notice of such request by no later than December 31 of any year, and County
27 shall comply with said increase or other change as of July 1 of the next fiscal year.

28 Nothing herein prohibits County from including the additional costs, if any, necessitated

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

3 19. 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'
 5 Compensation Act. Upon execution of this contract, the County shall file with City either
 6 a Certificate of Insurance showing that such insurance is in effect or that County is self-
 7 insured for such coverage. Any certificate of insurance shall state that City will be given
 8 ten (10) days prior written notice before modification or cancellation thereof.

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

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

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

<u>City</u>	<u>County</u>
City of Menifee	County of Riverside
City Manager	Director, Department of Animal Services
29714 Haun Road	5950 Wilderness Avenue
Menifee, CA 92586	Riverside, CA 92504

1
2 Either party, upon notice to the other, may from time to time change its
3 mailing address.

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

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

13
14 24. Venue. Any action at law or in equity brought by either of the Parties for the
15 purpose of enforcing a right or rights provided for by this contract shall be tried in a court
16 of competent jurisdiction in the County of Riverside, State of California, and the Parties
17 hereby waive all provisions of law providing for a change of venue in such proceeding to
18 any other county.

19 25. Assignment. It is mutually understood and agreed that this contract shall be
20 binding upon County and its successors. Neither this contract nor any part thereof nor
21 any moneys due or to become due hereunder may be assigned by County without the
22 prior written consent and approval of City. City and County hereby agree to the full
23 performance of the covenants contained herein.

24 26. Amendments. Any amendments or supplements to this contract shall be in
25 writing and shall have the approval of the County Board of Supervisors and the City
26 Council. This is the entire agreement for field services and supersedes any prior written
27 or oral agreement inconsistent herewith. No waiver of any term or condition of this
28 agreement shall be a continuing waiver thereof.

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EXHIBIT A
PRIORITY OF FIELD SERVICES

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

An Animal Control Officer will respond to animal medical emergencies and other emergencies involving danger to humans within 30 minutes or less during regular service hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after regular service hours and holidays. City acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by the County. Response time to non-emergency calls will be within 24 business hours.

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

I. PRIORITY ONE RANKING:

1. Animals endangering health or safety of the community.
2. Aggressive stray animals at large on school grounds or playground.
3. Biting animals at large.

II. PRIORITY TWO RANKING:

1. Sick or injured stray animals.
2. Animals in distress.

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

3
4 **III. PRIORITY THREE RANKING:**

- 5 1. Police Department requests for service.

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

- 13
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 Business Hours**
21 **During Regular 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

1 Exceptions:

2 The Animal Control Director or the deputies of the Animal Control Director may, on a
3 case-by-case basis, authorize variations of priority when circumstances require. County
4 shall provide a written report within five (5) business days of making a determination
5 that a variation in priority was required. Qualifying incidents will be determined by the
6 responding officer.

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EXHIBIT B
COUNTY OF RIVERSIDE
AND
CITY OF MENIFEE
FY09/10
PAYMENT PROVISIONS

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY, those fees relative to the services to be performed under this Agreement as follows:

I. Field Services

(1) Two (2) Animal Control Officers – full time for a fee of \$62.45/hour

(estimated 4,400 hours per year) \$22,898.33/mo.

(See attached budget)

II. Shelter Services

(1) \$39.04 per weaned live animal delivered to Ramona Humane Society by COUNTY, its employees or agents, owner surrendered and stray delivered by CITY residents. Such species identified under these fees include:

- Dogs and cats;
- Wild life such as skunks, opossums and foxes or any hawks, eagles or owls;
- Reptiles such as snakes, turtles or lizards; and,
- Rabbits and ferrets. No raccoons.

(2) The cost per other animals is as follows:

- 1 • \$10.00 per fowl, which includes chickens, pigeons, ducks, geese and
- 2 doves;
- 3 • \$5.00 per small animal, which includes rodents, mice, gerbils, guinea pigs,
- 4 hamsters and birds; and,
- 5 • \$15.00 per live newborn animals without mother or injured, requiring
- 6 immediate euthanasia.
- 7

8 (3) \$75.00 per livestock impounded. In addition, a \$15.00 per day maintenance fee
9 to be paid for the first fourteen (14) days of impoundment or until animal is
10 adopted or euthanized, whichever is less, for animals as defined in Riverside
11 County Ordinance 534, as amended. Livestock is defined as a horse, burro,
12 cow or pony. Animals become the property of Ramona Humane Society after
13 the seventh day of impoundment.

14
15 (4) \$60.00 per pig, sheep or goat impounded. In addition, a \$12.00 per day
16 maintenance fee for the first fourteen (14) days of impoundment or until animal
17 is adopted or euthanized, whichever is less. Animals become the property of
18 Ramona Humane Society after the seventh day of impoundment.

19
20 (5) The sum of 15% of the total monthly rental expense as reimbursed for the
21 rental expense of euthanasia freezers incurred by CITY, which sum shall be
22 payable in arrears.

23
24 (6) A 5% Administration fee for the total sum of the monthly shelter expenditures
25 incurred by CITY, which sum shall be payable in arrears.

(See attached budget)

1 The scheduled compensation payable to COUNTY for all services as set forth in this
2 agreement is three hundred ninety-three thousand, two hundred and twenty-one
3 dollars (\$393,221) for the period commencing July 1, 2009 through June 30, 2010.

4 (See attached budget)
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