

FORM APPROVED COUNTY COUNSEL
 BY: JIMNY HARA 8/20/09 DATE

Departmental Concurrence

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

913



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 August 20, 2009

SUBJECT: Ratification of the First Amendment for Field and Shelter Services with the City of Calimesa

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the First Amendment for Field and Shelter Services between the City of Calimesa and the County of Riverside, Department of Animal Services for the performance period of July 1, 2009 through June 30, 2010; and,
- 2) Authorize the Chairperson to execute two (2) original copies of the Amendment on behalf of the County of Riverside; and,
- 3) Direct the Clerk of the Board to return both original copies to the Community Health Agency on behalf of the Riverside County Department of Animal Services for further processing.

(Continued)

Robert P. Miller

RM/pmg

Robert Miller, Director for Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$53,634	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 Calimesa and revenue generated by City residents.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Courmoyer
 Debra Courmoyer

County Executive Office Signature

Consent Policy
 Consent Policy

Dept's Recomm.: Per Exec. Ofc.: **Prev. Agn. Ref.:** 12/18/07, item 3.9. **District:** 5 **Agenda Number:**

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.26

BACKGROUND:

The Department of Animal Services ("Department") has provided services for the City of Calimesa for the past 16 years to safeguard the health and welfare of its animals; the animals are sheltered at the Banning Animal Shelter, which is run by the Department.

In order to maintain competitive rates throughout the County and neighboring jurisdictions, the City has agreed to adopt the Department's current fee structure, as amended, as well as grant the Department permission to offer payment plans and/or waive fees on a case-by-case basis for City residents. The Department recently conducted a fee study and amended fees to match the median of surrounding jurisdictions. Furthermore, in light of the economic climate, concessions are provided for seniors to help those who are on a limited income. These services are provided for other cities as well as for County residents, and have proven to be very valuable in reuniting owners with their pets.

Financial Impact:

These are revenue contracts in which the Department of Animal Services will be providing field and shelter services for the City of Calimesa. Services to the public will generate approximately \$32,537 in revenue and the remaining \$21,097 will be payable by the City, for a total of \$53,634.

FIRST AMENDMENT TO THE AGREEMENT**WITH****CITY OF CALIMESA**

(Field and Shelter Services to City)

That certain Agreement between the COUNTY OF RIVERSIDE Department of Animal Services through its Community Health Agency (COUNTY) and City of Calimesa (CITY) approved on December 18, 2007, Item 3.9, is hereby amended for the first time, effective July 1, 2009:

- To amend the period of performance from June 1, 2007 through June 30, 2009 to July 1, 2009 through June 30, 2010;
- To amend the Shelter Services contract as follows:
 - To amend section B. City of Banning Shelter to read: "The County will house the City's animals at the Banning Animal Shelter located at 2242 Charles Street, Banning, California or other mutually agreed upon location ("Shelter")."
 - To delete section 6. Term and replace it with a new section C.6 Term to read: "The initial term of this contract shall be from June 1, 2007 through June 30, 2009 and may be renewed for three (3) years through the annual amendment process. The City and County may terminate this contract with or without cause, upon forty-five (45) days written notice to the other stating the extent and effective date of termination."
 - To delete section 7. g. Behavioral Assessments and replace it with new section 7. g. Behavioral Assessments to read: "Behavioral Assessments of shelter animals will be conducted in accordance with guidelines established by the Senior Behaviorist."
 - To add to section 7.k. Payments of Fees and Charges to the Public: "City agrees to adopt County fee schedule, as amended, and gives County permission to offer payment plans or waive fees for City residents on a case by case basis as approved by the Director or

his/her designee. No payment plan or waiver of fees shall be given for rabies vaccinations, animal licenses or State mandated fees.”

- To amend section 7.m. Licenses to include at the end of the paragraph, the following sentence: “All fees collected for dog licenses within the city limits shall be accounted for by County and remitted to City on a monthly basis, provided, however, that County shall retain the sum of \$5.85 for each dog license issued hereunder.”
 - To delete section 10 Monthly and Year-to-Date Reports and replace it with new section 10 Monthly Reports to read: “The County shall furnish the City with monthly reports to support invoices detailing related activities not later than the twenty-fifth (25th) day of the following month. The reports shall be sent to the attention of the City Manager or his/her designated representative.”
 - To delete paragraph 2, Section 14 Records and replace it with: “The County shall provide the City monthly statements in accordance with Section 10 herein.”
 - To delete the last sentence of paragraph 1, Section 15 Compensation.
 - All other terms and conditions of this Agreement are to remain unchanged.
- To amend the Field Services contract as follows:
 - To delete paragraph one (1) of section 6 “Hours of Service” and replace it with: “Field Service activities will be performed daily, based upon the priority ranking set forth in Exhibit A. Any City requests involving imminent danger to the public will be forwarded by telephone and by electronic mail directly to the County’s Director or Deputy Director of Animal Services. All calls involving imminent danger scenarios will be responded to within thirty (30) minutes during regular service hours Monday through Friday, and within sixty (60) minutes on Saturdays and Sundays and after regular service hours and holidays as outlined in Exhibit A.

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- To delete paragraph three (3) and four (4) of section 6 "Hours of Service" and replace it with: The following definitions of "regular service hours," "limited service" and "holidays" are intended to identify the broad time frames during which specific levels of service will be provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30am and 5pm, Monday through Friday, holidays excepted. "Limited service" is defined as providing essential services defined in Exhibit A of this contract from 5pm to 7:30am, Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as herein shall be those as established by the County and the City. The County shall answer all telephone calls for Field Services during phone center operational hours. Calls shall be received by the County answering service after hours and on holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in Exhibit A. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during regular service hours and after regular service hours, including time and date, when the calls were answered and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The City and County agree that any incident reports to the County by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the County pursuant to this contract. When the City Manager or designee of the City has reason to believe that an Animal Control emergency exists consistent with the Priority of Field Services, attached hereto as Exhibit A, the City Manager or his/her designee shall notify the County and request a prompt response.
- Calls for service received after normal business hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with the Priority of Field Services, set forth in Exhibit A.

- 1 ▪ To add a last sentence to section 8 Veterinary Services: "These costs
- 2 will be added to the monthly billing. Costs of in-house veterinary care
- 3 are budgeted in the shelter budget and no additional cost will be
- 4 accrued for these services."
- 5 ▪ To delete the second sentence of section 10 Monthly Reports and
- 6 replace it with: "The monthly reports shall contain the following data
- 7 for field services of the prior month statistics."
- 8 ▪ To delete items (g), (h) and (i) of section 10 Monthly Reports and
- 9 replace with:
- 10 (g) Number of livestock, birds and other animals surrendered by
- 11 owners in the field.
- 12 (h) Number of livestock, birds and other animals impounded alive in
- 13 the field.
- 14 (i) Number of livestock, birds and other dead animals impounded in
- 15 the field.
- 16 ▪ To delete items (j) through (q) of section 10 in their entirety.
- 17 ▪ To delete the last sentence of section 10 Monthly Reports and replace
- 18 it with: "Upon reasonable notice to County, City may inspect any
- 19 facility or records to verify the data contained in the monthly reports."
- 20 ➤ All other terms and conditions of this Agreement are to remain
- 21 unchanged.

22 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized

23 representatives to execute this Amendment.

24 COUNTY OF RIVERSIDE

25 CITY

City of Calimesa

By _____
Chairman, Board of Supervisor

By James Hyatt
James Hyatt, Mayor
Type or Print Name

ATTEST: _____


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By _____

Date _____

Date 8/31/09

FORM APPROVED COUNTY COUNSEL

BY:  8/20/09
JIMMY H. RA DATE