

FORM APPROVED COUNTY COUNSEL
BY: Jenny Hara 0/31/09
DATE

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

157



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
September 31, 2009

SUBJECT: Ratification of the Fifth Amendment to the Agreement with the City of San Jacinto for Field and Shelter Services (Contract #05-013)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Fifth Amendment between the City of San Jacinto and the County of Riverside, Department of Animal Services, for the performance period of July 1, 2009 through June 30, 2010 in the amount of \$213,096 to provide field and shelter services;
- 2) Authorize the Chairperson to execute four (4) original copies of the Amendment on behalf of the County of Riverside;
- 3) Direct the Clerk of the Board to retain one original copy and return all three (3) original copies to the Community Health Agency on behalf of the Riverside County Department of Animal Services for further processing; and,

Departmental Concurrence

(Continued)

Robert Miller, Director of Animal Services

RM/pmg

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 213,096	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 San Jacinto.	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

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

Prev. Agn. Ref.: 2/8/05, item 3.4;
 2/28/06, item 3.8; 9/26/06, item 3.16;
 11/20/07, item 3.10; 7/29/08, item 3.20

District: 3 **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.12

Form 11

Subject: Ratification of the Fifth Amendment to the Agreement with the City of San Jacinto for Field and Shelter Services (Contract #05-013)

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BACKGROUND:

The Department of Animal Services (Department) has provided Field services for the City of San Jacinto (City) since 2005. Additionally, DAS has been the conduit for which the animals picked up within San Jacinto city limits are transported to Ramona Humane Society (RHS) for housing, redemption and adoption.

RHS is the only shelter in the southwestern part of Riverside County that has adequate facilities to care for livestock, maintains an on-site clinic, and provides adoption services for sheltered animals. The Department is currently building a new facility, the San Jacinto Valley Animal Campus, near RHS, which is slated to open before the end of this Fiscal Year. At that time, with the exception of spay/neuter services, the Department will take over the services that RHS is currently providing. Consequently, the Department will be negotiating a new contract for Shelter services with the City to commence at the time the San Jacinto Valley Animal Campus opens.

FINANCIAL IMPACT:

The FY09/10 contract has increased by \$43,865 from FY08/09. This is due to a nominal cost increase for services submitted by RHS.

Funding in the amount of \$213,096 has been included in the FY09/10 budget; therefore, no additional County funds are required.

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FIFTH AMENDMENT TO THE AGREEMENT

WITH

CITY OF SAN JACINTO

(Field and Shelter Services to City)

That certain Agreement between the County of Riverside Community Health Agency, Department of Animal Services (COUNTY) and City of San Jacinto (CITY) approved on February 8, 2005, Item 3.4, amended for the first time on February 28, 2006, Item 3.8, amended for the second time on September 26, 2006, Item 3.16, amended for the third time on November 20, 2007, Item 3.10, amended for the fourth time on July 29, 2008, Item 3.20, and is hereby amended for a fifth time, effective July 1, 2009 as follows:

- To amend the period of performance from July 1, 2008 through June 30, 2009 to July 1, 2009 through June 30, 2010;
- To increase the amount of compensation for FY09/10 from one hundred sixty-nine thousand, two hundred thirty-one dollars (\$169,231) to a not to exceed amount of two hundred thirteen thousand, ninety-six dollars (\$213,096);
- To change all references of "Ramona Animal Haven" to "Ramona Humane Society;"
- To amend section 4. "AVAILABILITY OF FUNDING" to include at the end of the paragraph, the following sentence: "Should the City be unable to pay for services, contract will terminate services immediately in accordance with section 9. Termination. Should the City regain the ability to pay for services, services will be reinstated upon mutual agreement in accordance with the stipulations of this contract and for the remaining term of said contract."
- To remove section 9. "TERMINATION" in its entirety and replace with:
9. TERMINATION – "City and County may terminate this Agreement upon 45 days written notice to the other party without cause and without liability, except as stipulated in Section 4. "AVAILABILITY OF FUNDING," stating the extent and effective date of termination. County shall be entitled to compensation for all services rendered prior to and including the termination date."
- To amend Exhibit A, "Scope of Service" to delete item 1.10 and replace with: "County shall furnish to the City Manager, or the designated representative of the City Manager, monthly reports including invoices detailing field services by the 25th day of the following month. The monthly reports shall contain the following data for field services for the prior month:

- a) Number of dogs surrendered by owners in the field.
- b) Number of stray dogs impounded in the field.
- c) Number of dead dogs impounded in the field.
- d) Number of cats surrendered by owners in the field.
- e) Number of stray cats impounded in the field.
- f) Number of dead cats impounded in the field.
- g) Number if livestock, birds and other animals surrendered by owners in the field.
- h) Number of livestock, birds and other animals impounded alive in the field.
- i) Number of livestock, birds and other dead animals impounded in the field.
- j) Whether the total amount invoiced to the City, to date, equals seventy-five percent (75%) of the not to exceed amount set forth in Section 3 hereof."

- Delete item 2.1 and replace with: "Emergency services are available, at the City's request, holidays and weekends on an on-call basis at the rate of \$55.00 per hour plus mileage with a two-hour call-out minimum. The billable mileage rate shall reflect the current IRS rate and be adjusted as necessary."
- Delete item 2.3 and replace with: "Standby duties shall include, but are not limited to:
 - 1. Animal endangering health or safety of the community.
 - 2. Police Department requests for emergency service.
 - 3. Sick or injured stray animals.
 - 4. Animals in distress.
 - 5. Humane investigations – life threatening.
 - 6. Pick-up of dead animals"
- Delete item 4.1 and replace with: "The County will house City's animals at the Ramona Humane Society located at 690 Humane Way, San Jacinto, CA 92583 until the end of the Fiscal Year or such time as the San Jacinto Valley Animal Campus is built and ready to shelter animals. At which time, the shelter portion of this agreement will terminate and be replaced by an agreement to shelter animals at the San Jacinto Valley Animal Campus. The handling of these animals at Ramona Humane Society will comply with the terms of the contract between the County of Riverside and Ramona Humane Society."
- Delete item 4.2.2 and replace with: "The Animal Shelter shall be open to the public on the following minimum basis: Monday through Thursday and Saturday, 8am to 5pm, Friday and Sunday, 8am to 3:30pm. Hours of service provided to the public may be changed by the Ramona Humane Society with thirty (30) days notice to the City provided the hours of service to the public do not cause violation of

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

- Delete item 4.2.3 and replace with: “Animals impounded for evidentiary purposes relative to a criminal investigation and/or court action will be held at Ramona Humane Society for a maximum of ten (10) days as necessary. Should animals require impoundment for longer than ten (10) days, County will relocate said animals on the tenth day of impoundment.”
- Delete item 4.2.11 and replace with: “Provide license forms and envelopes to City residents for the purchase of dog licenses. Residents will mail the license request and necessary back-up documentation to the County, who will process on City’s behalf. A fee of \$5.85 per license sold will be payable in arrears on a monthly basis to County.”
- Delete item 6. “Veterinary Services” and replace with a new item 6. “Veterinary Services” to read: “The City shall be responsible for the payment of veterinarian fees incurred as a result of any humane enforcement including, but not limited to the enforcement of Penal Code 597. All attempts will be made to recover these funds from the animal owner; however, all unrecovered funds shall be paid by the City.”
- Add item 7, “Animal Services Director” to read: “Animal Control Director. City hereby appoints the Director of Animal Services of the County of Riverside as Animal Control Director for City with all the powers, duties and obligations of Animal Control Director as set forth in Chapter 6.04.010 of the San Jacinto Municipal Code and state law, and authorizes the Animal Control Director or the deputies of the Animal Control Director to operate and manage animal shelter activities on behalf of City.

This contract does not limit the powers conferred or the duties imposed upon the Animal Control Director or the deputies of the Animal Control Director by the ordinances of the City of San Jacinto. The powers conferred and duties imposed upon the Animal Control Director and the deputies of the Animal Control Director by their appointment as Animal Control Officers by County or by State law is in addition to their powers and duties as Animal Control Director and Animal Control Officers for City.

- Add item 8. “Fee Provisions” to read: “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.”

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- To delete Exhibit B "Payment Provisions" in its entirety and replace with the new Exhibit B, attached hereto; and,
- All other terms and conditions of this Agreement are to remain unchanged.

1 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized
2 representatives to execute this Amendment.

3 **COUNTY OF RIVERSIDE**

CITY

City of San Jacinto

4 By _____
Board of Supervisors

By Barry McClellan
Barry McClellan
Type or Print Name

6 Print _____

7 Date _____

Date August 18, 2009

8 Attest: _____

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10 PMG

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15 FORM APPROVED COUNTY COUNSEL

BY: JINNY H. RA 8/31/09
DATE