

FORM APPROVED COUNTY COUNSEL
 BY: *Jenny H. RA* 11/12/09
 DATE

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

945



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 November 12, 2009

SUBJECT: Ratification of the First Amendment to the Agreement with the City of Palm Desert for Field Services (Contract #07-065)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the First Amendment between the City of Palm Desert 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 \$119,077 to provide field services;
- 2) Authorize the Chairperson to execute six (6) original copies of the Amendment on behalf of the County of Riverside;
- 3) Direct the Clerk of the Board to retain one original copy of the Amendment and return the remaining original copies of the Amendment to the Community Health Agency on behalf of the Riverside County Department of Animal Services for further processing; and,
- 4) Authorize the Purchasing Agent to sign amendments not to exceed authorized amounts.
 (Continued)

Departmental Concurrence

Robert P. Miller

RM/pmg

Robert Miller, Director of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 119,077	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 Palm Desert	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

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

Prev. Agn. Ref.: 1/15/08, item 3.6. **District:** 4 **Agenda Number:**

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.46

Form 11

Subject: Ratification of the First Amendment to the Agreement with the City of Palm Desert for Field Services (Contract #07-065)

Page 2 of 2

BACKGROUND:

The Department of Animal Services (DAS) has been providing field services for the City of Palm Desert (City) since 2003 in order to safeguard the City's domestic and wild animals, promote the humane treatment of animals, and enforce the City's Ordinances and State laws relating to animal control. The City's animals are housed at the County-run shelter at the Coachella Valley Animal Campus.

The original contract was approved by the Board of Supervisors on November 25, 2003, item 3.9, with subsequent annual amendments approved through FY07/08. A new Memorandum of Understanding (MOU) was initiated for FY08/09, approved by the Board of Supervisors on January 15, 2008, item 3.6, with this being the first amendment to that contract.

Changes made pursuant to the amendment were mainly housekeeping adjustments, such as updating the regular field services hours and priority of calls to reflect those that the Animal Control Officers currently work, adjusting the standby response time, and omitting all verbiage that pertained to shelter care, as that is currently covered in the shelter contract between the City and County.

As per Board Policy A-30, staff positions shall be deleted should the agreement be terminated.

FINANCIAL IMPACT:

The FY09/10 contract has increased by \$27,690 from FY08/09. This is due to an increase in the amount of standby services necessitated by the City.

Funding in the amount of \$119,077 has been included in the FY09/10 budget; therefore, no additional County funds are required.

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FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES
AND
CITY OF PALM DESERT
(Field Services to City)

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That certain Agreement between the County of Riverside through its Community Health Agency, Department of Animal Services (COUNTY) and City of Palm Desert (CITY), approved on January 15, 2008, Item 3.6, is hereby amended for the first time, effective July 1, 2009, as follows:

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- To increase the amount of compensation for Fiscal Year 09/10 from ninety-one thousand, three-hundred eighty-seven (\$91,387) to one-hundred nineteen thousand dollars, seventy-seven dollars (\$119,077);
 - To amend section IV. "Compensation," to include the following sentence at the end of the first paragraph: "The billable mileage rate shall reflect the current IRS rate and be adjusted as necessary."
 - To delete the language of section VIII. "Termination" and replace it with the following language: "The CITY may terminate this contract upon 30 days written notice to the COUNTY and the COUNTY may terminate this contract with the same 30 days written notice to the CITY 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 delete "Exhibit A – Scope of Service" in its entirety and replace it with the new "Exhibit A – Scope of Service", attached hereto;
 - To delete "Exhibit C - Fiscal Year Budget" in its entirety and replace it with the new "Exhibit C - Fiscal Year Budget", attached hereto;
 - All other terms and conditions of this Agreement are to remain unchanged.

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

4 **COUNTY OF RIVERSIDE**

CITY

City of Palm Desert

5 By _____

By Robert A Spiegel

6 Chairman, Board of Supervisor

Robert A. Spiegel, Mayor

Type or Print Name

7 Attest _____

8 By: _____

9 Date: _____

Date August 27, 2009

10 PMG: mecc

ATTEST:

11 Rachelle D. Klassen
12 Rachelle D. Klassen, City Clerk

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14 FORM APPROVED COUNTY COUNSEL

15 BY: JIMMY H. RA 11/12/09
16 DATE

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EXHIBIT A

SCOPE OF SERVICE

DEFINITIONS: Services are those enforcement activities rendered by County pursuant to the relevant sections of City Ordinance 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.

I. Enforcement of Regulations

Enforce all provisions of CITY regulations pertaining to animals, including the issuing of warning notices or citations as appropriate for violation of said regulations in accordance with the powers and authority set forth in State law and CITY ordinances, including nuisance and noise violations.

II. Operating Hours and Field Services

COUNTY shall assign one field service person per day in the performance of the functions specified in this paragraph. Routine field services will be performed during the regular working hours of 7:30 a.m. and 5:00 p.m., five (5) days a week. These hours may be adjusted by mutual agreement in writing between the COUNTY and CITY due to changing daylight hours or service conditions throughout the year. The field service activities include but are not necessarily limited to: routine patrols, rescues, investigation of cruelty complaints, court appearances, impoundment of dangerous, wild, injured or loose animals and removal of dead animals. COUNTY shall assign employees, as necessary, to duty at all times to meet the specified field service levels and animal care standards of this MOU.

1 III. Priority of Calls

2 An Animal Control Officer will respond to animal medical emergencies and other
3 emergencies involving danger to humans within 30 minutes or less during regular
4 service hours, Monday through Friday, and within 60 minutes or less on
5 Saturdays and Sundays and after regular service hours and holidays, factors
6 affecting response time including traffic congestion or other hindering
7 circumstances uncontrollable by the County. Response time to non-emergency
8 calls will be within 24-hours.

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

11 I. PRIORITY ONE RANKING:

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

15 II. PRIORITY TWO RANKING:

- 16 1. Sick or injured stray animals.
17 2. Animals in distress.
18 3. Humane investigations – life threatening. (Depending on immediate
19 circumstance, priority 2 or 4)
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21 III. PRIORITY THREE RANKING:

- 22 1. Police Department requests for service.

23 IV. PRIORITY FOUR RANKING:

- 24 1. Livestock or equine at-large.

25 V. PRIORITY FIVE RANKING:

- 26 1. Dead animals on public property (streets).
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1 B) Calls Considered as Emergencies to be Handled Without Delay After Normal
2 Service Hours and Holidays.

- 3 I. Animal endangering health or safety of the community.
4 II. Police Department requests for emergency service.
5 III. Sick or injured stray animals.
6 IV. Animals in distress.
7 V. Humane investigations – life threatening.

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9 C) Calls Considered as Non-Emergency to be handled Within 24-Hours During
10 Regular Business Hours:

- 11 I. Pick up confined, healthy, stray-animals.
12 II. Dead animals on private property.
13 III. Animals being released from quarantine.
14 IV. Leash law enforcement.
15 V. Nuisance animal investigations.
16 VI. Permit investigations.
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18 VII. Dog license enforcement.

19 Exceptions:

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

24 IV. Trapping

25 Provide advice and assistance in setting a humane trap for an animal at large or
26 a wild animal on public or private property, utilizing a CITY or COUNTY trap or
27 the resident's private trap. COUNTY shall not be required to move belongings or
28 maintain on-premises surveillance, unless in the opinion of the Director of Animal

1 Services or the responding Animal Control Officer there is a direct, clear and
2 present danger to human life. COUNTY will provide traps for the above
3 mentioned purposes to CITY residents and/or the CITY may purchase traps for
4 the above mentioned purposes to be used only for CITY residents. Traps will be
5 available to CITY residents on a first come, first served basis. COUNTY will
6 provide CITY residents with traps at no charge and will bill the CITY monthly for
7 trap rental at the cost of twenty dollars (\$20.00) per week and two dollars (\$2.00)
8 for each additional day. Billing for said trap service will be submitted to the CITY
9 monthly in arrears. COUNTY is not required to provide vector control services
under the provisions of this contract.

10 V. Veterinary Services

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

18 VI. Local Vaccine Clinics

19 COUNTY shall conduct two (2) vaccination clinics per year within CITY limits as
20 determined by CITY staff. Each vaccination clinic will consist of one (1)
21 Veterinary Surgeon, one (1) Registered Veterinary Technician, one (1) License
22 Inspector and one (1) Office Assistant II for a total of six (6) hours of service (5
23 hours at the clinic and one (1) hour driving time). Additional vaccination clinics
24 within CITY limits may be provided at said rate and upon mutual agreement
25 between CITY and COUNTY. Cost of said clinics will be outlined in the annual
budget (Exhibit C) for each Fiscal Year.

26 VII. Collection of Fees, Revenues and Donations

27 The COUNTY shall collect all revenues, fees and donations. All fees collected
28 shall belong to the COUNTY unless otherwise stated in this MOU. All fines and

1 forfeitures received by the CITY shall belong to the CITY. Donations shall
2 become the [property of the COUNTY and will be used for the treatment and care
3 of all animals impounded. All fees collected by the COUNTY will be applied by
4 the COUNTY to offset the costs incurred to conduct animal control services
5 within the CITY.

6 The COUNTY shall maintain and keep records of all expenditures and
7 obligations incurred pursuant to this contract and all income and fees received
8 thereby according to generally recognized accounting principles on a daily,
9 weekly and monthly basis.

10 City gives County permission to offer payment plans and waive fees for City
11 residents on a case by case basis as approved by the Director or his/her
12 designee. No payment plan or waiver of fees shall be given for rabies
13 vaccinations, animal licenses or State mandated fees.

14 Fees shall be charged for, but not limited to, the following services:

15 A. Dog Licenses – The COUNTY will be the duly appointed agent to collect all
16 fees related to the CITY'S animal control licensing program. The COUNTY
17 will sell dog licenses at the animal shelter and in the field, provide for license
18 renewal by mail and provide and service a license renewal base at Palm
19 Desert City Hall. All dog license fees collected, with the exception of a \$5.85
20 administrative fee, shall be returned to the CITY on a monthly basis following
21 the month that they were collected. An accounting report showing the amount
22 of licensing fees collected will be provided to the CITY on a monthly basis to
23 keep an accurate account balance.

24 B. Spay and Neuter Deposits – In accordance with the Food and Agriculture
25 Code, Sections 30503 and 31751, the COUNTY shall spay and neuter every
26 dog and cat adopted from the animal shelter. Deposits will be held by the
27 COUNTY and reimbursed directly to those who obtain valid releases within
28 the allotted time.

C. Rabies Vaccination Deposit

1 D. Impound Fees

2 E. Kennels and Catteries

3 F. Licenses and Penalties – Revenues may be collected by cash or check.
4 Receipts shall be provided to all individuals making such payment. Copies of
5 such receipts shall be recorded and inventoried, and such receipts numbered
6 sequentially.

7 VIII. Qualifications and Training for Animal Control Officer(s)

8 Any persons employed by the COUNTY for performance of animal control
9 services under this MOU are not employees of the CITY nor are they entitled to
10 any of the rights and benefits associated with CITY employment. But, in the
11 event and to the extent that COUNTY employees may legally require official
12 CITY status or deputization in order to carry out their duties under this contract
13 including enforcement of laws pertaining to animal control, the CITY hereby
14 bestows upon them such limited official status.

15 All COUNTY employees shall be fingerprinted and photographed, and a
16 background check shall be made by the CITY upon request.

17 Animal Control Officer and Animal Care Technician job descriptions shall be
18 provided to CITY upon request. All Animal Control Officer and Animal Care
19 Technicians must possess and hold the following licenses and certificates:

- 20 A. California Driver's license.
- 21 B. Animal Control Officers must be certified by the Commission on Peace Officer
22 Standards and Training (POST) pursuant to Penal Code section 832. (PC832)
- 23 C. Attend twenty (20) hours of classroom training covering animal regulations,
24 animal handling and animal care within six (6) months of employment.

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County of Riverside, Community Health Agency

Department of Animal Services

(With carpool expense and animal control box)

EXHIBIT C

CITY OF PALM DESERT - FY09/10 Budget

Field Services

Personnel

1 FTE

Animal Control Officer

Salary

\$39,423

Benefits

\$19,613

Worker's Compensation

\$1,160

Sub-total Salaries/Benefits

\$60,196

**Stand-by Animal Control Officer

Time: @17 hours/mo. x \$55.00/hour x 12 mos.

\$11,220

Mileage: @.55/mile x 300 miles/mo. X 12 mos.

\$1,980

Sub-total Standby Expense

\$13,200

Total Personnel Expense -Field Services

\$73,396

Supplies and Other Charges

Supplies and Other Charges

\$30,098

(Uniforms, communication equipment, hand tools, pharmaceuticals, over head, etc.)

Carpool Expense (Truck Lease/Maintenance)

\$6,970

Animal Licensing Fee (1250 x \$5.85)

\$7,313

Trap Rentals (65 x \$20)

\$1,300

Total Supplies/Other Charges - Field Services

\$45,680

Veterinary Services Charges

Vaccine Clinic (2 times annually @ \$885.00 per clinic)

\$1,770

Total Veterinary Services Charges:

\$1,770

Grand Total - Field Services

\$119,077

Comments:

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

as of 6/10/09 PMG