

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

212



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
February 24, 2010

SUBJECT: Ratify the First Amendment to the Field Agreement #07-081 with the City of Indian Wells

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the First Amendment to the Agreement between the City of Indian Wells and the County of Riverside for the performance period of July 1, 2009 through June 30, 2010 in the amount of \$5,294;
- 2) Authorize the Chairperson to execute four (4) original copies of the Agreement on behalf of the County of Riverside.

BACKGROUND:

On November 6, 2007 the City of Indian Wells entered into an agreement with the County of Riverside Department of Animal Services for providing field services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Ordinances and State laws relating to animal control.

(Continued)

PG;nd

Robert P. Miller

Robert Miller, Director for Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,294	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 the Indian Wells	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 Courmoyer*
Debra Courmoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 2/26/10

Departmental Concurrence

Policy
 Consent
 Policy
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 11/6/07 3.5 District: 4 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

BACKGROUND: (Continued)

This is a revenue contract in which the Department of Animal Services will be providing field services for the City of Indian Wells.

The City's animals will be housed at the Riverside County Animal Shelter located at 72-050 Pet Land Place, Thousand Palms, California, 92276. The County will be the conduit through which these animals are placed.

The total revenue for Fiscal Year 2009/2010 is \$5,294.

FIRST AMENDMENT TO THE AGREEMENT

WITH

CITY OF INDIAN WELLS

(Field Services to City)

That certain Agreement between the County of Riverside through its Community Health Agency, Department of Animal Services (COUNTY) and City of Indian Wells (CITY) approved on November 6, 2007, Item 3.5, is hereby amended as follows, effective July 1, 2009:

- To extend the period of performance from November 6, 2007 to June 30, 2009 to July 1, 2009 through June 30, 2010;
- To amend the amount of compensation for this period to five thousand two hundred ninety-four dollars (\$5,294), including all expenses;
- To delete the language of Section 4. Hours of Service, and replace with the following language:

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 defined 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

1 calls shall be maintained for at least thirty (30) days. The City and County agree
2 that any incident reports to the County by residents or through emergency
3 services involving a dangerous, aggressive, wild, injured or sick animal constitute
4 an emergency and require immediate action by the County pursuant to this
5 contract. When the City Manager or designee of the City has reason to believe
6 that an Animal Control emergency exists consistent with the Priority of Field
7 Services, attached hereto as Exhibit A, the City Manager or his/her designee
8 shall notify the County and request a prompt response.

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

14 ➤ Delete the language of Section 6. Veterinary Services, and replace it with it with
15 the following language: “The City shall be responsible for the payment of
16 veterinarian fees incurred as a result of any enforcement activities, including but
17 not limited to, the enforcement of Penal Code section 597. All attempts will be
18 made to recover these funds from the animal owner; however, all unrecovered
19 funds shall be paid by the City.”

20 ➤ Remove the first paragraph in Section 8. Monthly Reports, and replace it with:
21 “County shall furnish to the City Manager, or the designated representative of the
22 City Manager, monthly reports including invoices detailing field services by the
23 25th day of the following month. The monthly reports shall contain the following
24 data for field services of the prior month statistics:”

25 ➤ Remove items (g), (h) and (i) in Section 8. Monthly Reports, and replace with the
following items:

(g) Number of 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.

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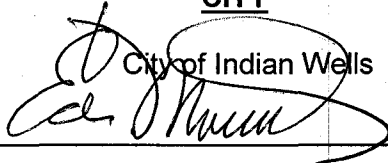
- Remove items (j) through (q) in Section 8. Monthly Reports.
- Amend Section 9. Compensation, to include at the end of the first paragraph, the following sentence: "The billable mileage rate shall reflect the current IRS rate and be adjusted as necessary."
- Add a new section 25. "Payments of Fees and Charges to the Public" 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."
- To delete Exhibit B in its entirety and replace with the new Exhibit B, attached hereto;
- All other terms and conditions of this Agreement are to remain unchanged.

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


COUNTY OF RIVERSIDE

CITY

By _____
Chairman, Board of Supervisors

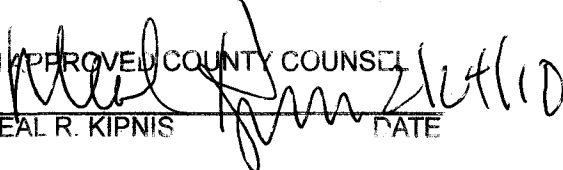
By 
ED MONARCH, MAYOR

Attest _____
By _____


ANNA GRANDYS, CHIEF DEPUTY CLERK
Print or Type Name

Date _____

Date December 15, 2009

PMG FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

County of Riverside, Community Health Agency

Department of Animal Services

EXHIBIT B

City of Indian Wells

Field Services

Personnel

FY09/10

*Animal Control Officer (8 hours per month)

Salary \$1,646

Benefits \$826

Worker's Compensation \$56

Sub-total Salaries/Benefits \$2,528

**Stand-by Animal Control Officer

Time: @2 hours/mo. x \$55.00/hour x 12 mos. \$1,320

Mileage*: @.505/mile x 30 miles/mo. X 12 mos. \$182

Note: mileage is billed at current IRS rate

Sub-total Standby Expense \$1,502

Total Personnel Expense -Field Services \$4,030

Supplies and Other Charges

Supplies and Other Charges \$1,264

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

Total Supplies/Other Charges - Field Services \$1,264

Grand Total - Field Services \$5,294

Comments:

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

as of 3/24/09 mecc

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2 **CONTRACT FOR ANIMAL CONTROL FIELD SERVICES**

3 THIS CONTRACT is made and entered into this 6th day of Nov. , 2007, by
4 and between the CITY OF INDIAN WELLS, a California Charter City and Municipal
5 Corporation of the State of California ("City") and the COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California ("County"), with reference to the following facts:

7 A. City is desirous of contracting with County to provide a broad
8 range of animal control field services for the purpose of safeguarding the health and
9 safety of its domestic animals, and for the purpose of promoting the humane treatment of
10 animals and the stimulation of public support for enforcement of City ordinances relating
11 to animal control.

12 B. County has the personnel and experience to provide such service and is
13 willing to enter into a contract with City for the provision of such services subject to the
14 terms and conditions and for the compensation as hereinafter set forth.

15 C. County will house the City's animals at the Riverside County Animal
16 Shelter, hereinafter referred to as Shelter, located at 72-050 Pet Land Place, Thousand
17 Palms, CA, 92276. The handling of these animals will comply with the terms of the
18 shelter contract between the County of Riverside and Indian Wells.

19 NOW, THEREFORE, the parties hereto mutually agree as follows:

- 20 1. Retention of County. City hereby retains County and County hereby agrees to
21 operate animal control field services program for City within the corporate limits of
22 the City of Indian Wells for the compensation and subject to the terms and conditions
23 as hereinafter set forth.
- 24 2. Term. The term of this contract shall be from the date of execution of this contract
25 through June 30, 2009 and may be renewed annually thereafter through the annual
26 amendment process. The City may terminate this contract upon 45 days written
27 notice to the County and County may terminate this contract with the same 45 days
28 written notice to the City.

**EACH DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE AND OF
RECORD IN MY OFFICE.**

Dated: Dec 12, 2007

Nancy Romero
Clerk to the Board of Supervisors
County of Riverside, California

By: [Signature]

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2 3. Definition of Field Services. The Animal Field Services to be provided by County
3 for City within the corporate limits of the City of Indian Wells shall include the
4 following activities:

5 (a) Field Service Assistance. Respond to all calls for field service assistance
6 assistance pursuant to the priority of calls as described in Exhibit A, attached
7 hereto and incorporated herein by reference.

8 (b) Impoundment. Impound all animals picked up at large and collect such
9 impound fees as may be established from time to time by resolution of the City
10 Council.

11 (c) Proper Care and Treatment. Provide care and treatment to any stray or
12 abandoned animal in accordance with the provisions of Sections 597.1, 597e,
13 and 597f of the Penal Code of the State of California.

14 (d) Animal Bites. Investigate reported bites by animals. County shall respond
15 in person to all reported bites by dogs or by suspected rapid or wild animals. As
16 part of this response, County shall contact and interview the bite victim (or the
17 victim's parent(s) or guardian(s) in the case of a minor) as part of the bite
18 investigation procedure. Bite reports shall indicate who reported the bite incident
19 to County. County will also issue to City's Contracts Administrator a copy of all
20 animal bite reports within one week of occurrence.

21 (e) Quarantine. Quarantine, as prescribed by State law and in Chapter 6.48 of
22 the Indian Wells Municipal Code, all animals suspected to be rabid and/or that
23 have bitten a person or other animal. All such animals shall receive proper
24 veterinary care and proper nutrition for their condition.

25 (f) Nuisance Animal Complaints. Respond to and process nuisance animal
26 complaints.

27 (g) Dead Animals. Remove dead animals from the public right-of-way except in
28 such cases where the animal is on a state highway within City limits. In such

1 cases, the State of California's Department of Transportation will be notified.

2 (h) Trapping. Provide assistance to City residents in removal of domestic or
3 wild animals from privately owned traps within twenty four (24) hours of being
4 so notified. Depending upon trap availability, assist City residents in the setting
5 of, trapping and removal, of domestic and wild animals from public and private
6 property within seven (7) days.

7 (i) Return of Impounded Animals. Encourage the return of any lost/stray animal
8 (impounded by field personnel) to the rightful owner in the field subject to the
9 payment of impound fees.

10 (j) Traps. Offer advise and assistance in setting a trap for an animal at large or
11 a wild animal on public or private property. County shall not be required to move
12 belongings or maintain on-premises surveillance, unless in the opinion of the
13 Director of Animal Services or the responding Animal Control Officer there is a
14 direct, clear and present danger to human life. County may provide traps for
15 above purposes with a rental fee to City residents or the City may purchase traps
16 for the above mentioned to be used only for City residents. Traps will be
17 available to City residents on a first come, first served basis. County is not
18 required to provide vector control services under the provisions of this contract.

19 (k) Licenses for Dogs, Kennels and Catteries. County shall issue dog licenses,
20 licenses to operate dog kennels and catteries within City, and collect fees in
21 connection therewith for dogs within City. County shall provide its own forms
22 and tags for such licenses. All fees for licenses to operate dog kennels and
23 catteries shall be retained by County. All fees collected for dog licenses shall be
24 accounted for by County and remitted to City on a monthly basis, provided,
25 however, that County shall retain the sum of \$5.85 for each dog license issued
26 hereunder.

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28 County shall verify dog license status when responding to requests for service

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2 or when responding to complaints about animal behavior. The Animal Control
3 Officer, as part of said officer's regular animal control duties as defined by, but
4 not limited to the terms of this contract, shall conduct license inspection activities
5 during animal control investigations for the purpose of ascertaining the number of
6 unlicensed dogs, to license such dogs and to foster compliance with chapter 6.08
7 of the Indian Wells Municipal Code. County shall also provide an automated or
8 manual verification system whereby owners can verify the status of their animal's
9 license by telephone.

10 (l) Issuance of Warnings and Citations. Enforce all appropriate provisions
11 of Title 6 of the Indian Wells Municipal Code including the issuance of warning
12 notices or citations as necessary for violations of the provisions of said Title 6 or
13 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 and
17 procedures notwithstanding, County, in processing any type of complaint or
18 request for service, will indicate to the caller that a response can be expected as
19 per Exhibit A (page 15). Should a second call be received after the response time
20 has lapsed (according to Exhibit A), the on-duty supervisor will be notified and
21 take appropriate action. In the event an in-person response is appropriate to the
22 specific situation, County shall make such response within 24 hours. This
23 provision shall be subordinate to shorter time limits specified elsewhere in this
24 contract, if applicable. A log of such activities must be maintained on a call-by-
25 call basis and made available to the City at City's request. Log shall include:

- 26 1. Date and time of call
- 27 2. Caller information
- 28 3. Description of request

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- 4. Expected response time
- 5. Date/time of response
- 6. Outcome

(n) Complaints. The City and County shall designate a primary and alternate contact person for the purpose of addressing complaints. "Complaint" as used herein shall mean any dissatisfaction or problem in the performance of services under this contract. All complaints received by the City that require a response from County shall be made by telephone and/or electronic mail to the designated contact persons for the parties. An electronic mail response will be made by County within two (2) business days as to the resolution or ongoing response on the matter. If a response is not received within the time allotted, the City will forward a request for response to County's Director of Animal Services and in turn he/she will respond within two (2) business days. County may refer any complaint to the City's Human Resources/Public Safety Director or designee as deemed necessary. The County shall designate a person to assure prompt reporting to the City in this regard.

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

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

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2 The following definitions of "regular service hours", "limited service" and
3 "holidays" are intended to identify the broad time frames during which specific level
4 of service will be provided. "Regular service hours" shall be deemed to mean
5 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, holidays
6 excepted. "Limited service" is defined as providing essential services defined in
7 Exhibit A of this contract from 4:00 p.m. to 8:00 a.m., Monday through Friday, all
8 day Saturday, Sunday and on holidays. "Holidays" as used herein shall be those as
9 established by the County of Riverside and the City of Indian Wells. County shall
10 answer all telephone calls between the hours of 8 a.m. and 5 p.m., Monday through
11 Friday. Calls shall be answered by the answering service after hours and on holidays,
12 as noted above. Calls answered by the answering service will be handled on an
13 emergency basis as outlined in Exhibit A. The dispatcher and/or clerical support staff
14 shall maintain a record of all requests for service, both emergency and routine,
15 received during regular service hours and after regular service hours, including time
16 and date, when the calls were answered and the disposition of those calls. Records
17 of these calls shall be maintained for at least thirty (30) days. City and County agree
18 that any incident reports to the County by residents or through emergency services
19 involving a dangerous, aggressive, wild, injured or sick animal constitutes an
20 emergency and requires immediate action by County. When the City Manager or
21 designee of City have reason to believe that an animal control emergency exists
22 consistent with the Priority of Field Service, attached hereto as Exhibit A, the City
23 Manager or designee shall notify County and request a prompt response.

- 24 5. Shelter Care and Disposition Services. The County will house City's animals at the
25 Riverside County Animal Shelter, hereinafter referred to as Shelter, located at
26 72-050 Pet Land Place, Thousand Palms, CA 92276. The handling of these animals
27 will comply with the terms of the contract between the City of Indian Wells and the
28 County of Riverside.

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2 6. Veterinary Services. The City shall be responsible for the payment of veterinarian
3 fees incurred as a result of the enforcement of Penal Code 597.1.

4 7. Contract Performance. County's Director of Animal Services or the designated
5 representative of said Director and City's City Manager or designee shall meet as
6 necessary, to discuss contract performance.

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

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

17 (a) Number of dogs surrendered by owners in the field.

18 (b) Number of stray dogs impounded in the field.

19 (c) Number of dead dogs impounded in the field.

20 (d) Number of cats surrendered by owners in the field.

21 (e) Number of stray cats impounded in the field.

22 (f) Number of dead cats impounded in the field.

23 (g) Number of wild animals impounded alive in the field.

24 (h) Number of dead wild animals taken into custody in the field.

25 (i) Number of miscellaneous animals impounded in the field.

26 (j) Number of injured animals impounded in the field.

27 (k) Number of requests for service received each day.

28 (l) Number of animal bite calls.

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2 6. Veterinary Services. The City shall be responsible for the payment of veterinarian
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5 representative of said Director and City's City Manager or designee shall meet as
6 necessary, to discuss contract performance.

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8 the terms of this contract and shall request County to correct such deficiencies
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11 unwillingness to perform all or any portion of this Agreement.

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16 statistics:

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22 (f) Number of dead cats impounded in the field.

23 (g) Number of wild animals impounded alive in the field.

24 (h) Number of dead wild animals taken into custody in the field.

25 (i) Number of miscellaneous animals impounded in the field.

26 (j) Number of injured animals impounded in the field.

27 (k) Number of requests for service received each day.

28 (l) Number of animal bite calls.

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- 2 (m) Number of sick/injured animal calls.
- 3 (n) Vicious animal (imminent danger) and law enforcement calls.
- 4 (o) Cruelty/animal neglect calls.
- 5 (p) Number of nuisance animal complaints received and processed.

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

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

15 County shall submit a billing to City, on a monthly basis, for costs incurred
16 during the immediately preceding month and said billing shall include the hours of
17 such services provided, the nature of such services and the mileage incurred and City
18 shall pay County upon such billing and accounting. The maximum amount payable
19 by City to County under this Agreement shall not exceed \$12,097. Should the
20 amount of \$12,097 not be sufficient to cover the expenses January 1, 2007 through
21 Fiscal Year 2008/09, County shall notify City at least sixty (60) days in advance.
22 Upon such notification, County shall discontinue services unless City provides
23 written assurance that funds are available to defray further expenses incurred by
24 County.

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

- 27 10. Missing or Stolen Animals. County shall file a report with the Indian Wells Police
28 Department within 24 hours if an impounded animal is missing or suspected to

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2 have been stolen from an animal control vehicle or while in County custody. County
3 shall indicate on the police report the circumstances of the animal's disappearance.

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

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

16 13. Provision of Vehicles and Radio Equipment. County shall provide one (1) animal
17 control vehicle with an appropriate animal control box mounted on the truck
18 chassis and air conditioning unit mounted on the animal control truck box for use by
19 one Animal Control Officer. County shall equip, fuel and maintain said vehicles.
20 County vehicles when the vehicles reach 150,000 miles or is 5 years old, whichever
21 comes first. The replacement cost of said vehicles shall be at the County's expense.
22 County shall provide and maintain the radios installed in all field service vehicles and
23 the equipment for dispatch.

24 14. 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
26 to generally recognized accounting principles. Such records shall be maintained by
27 County for a minimum of three (3) years. The records and/or animal control
28 operations of County shall be open to inspection and audit by City or its authorized

representative as is deemed necessary by the City Manager of the authorized representative of the City Manager upon reasonable notice to County.

15. Indemnification. County shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

City shall indemnify and hold county, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

The provisions of this Paragraph 15 shall survive the expiration or early termination of this contract.

16. Insurance. County shall secure public liability and property damage insurance or maintain self-insurance reserves as shall protect it from claims for damages for

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2 personal injury, including accidental death, as well as from claims for property
3 damage which may arise from operations under this contract. Said insurance shall be
4 maintained in full force and effect during the term of this contract or renewals or
5 extensions thereof. Such policy of insurance or self-insurance shall be for not less
6 than \$1,000,000 per occurrence, \$2000,000 aggregate for liability purposes.

7 Additionally, County shall maintain a policy of insurance or self-insurance which
8 shall be for not less than \$1,000,000 combined single limit for injuries, including
9 accidental death, to any person and property damage arising for automobile usage.

10 Any policy of insurance shall be placed with a company authorized and rated by Best
11 Insurance Guide AVIII or better, or the equivalent thereof if another insurance guide is
12 used, to do business in the State of California. Copies of all policies or certificates of
13 insurance guide is used, 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 and shall
15 include City and it's officials, officers, employees and agents, as an additional
16 insured. Said policies or certificates shall provide for thirty (30) days written notice
17 to City prior to reduction in coverage or cancellation.

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

25 18. Independent Contractor. County and the officials, officers, employees and agents of
26 County, in the performance of this contract, shall act in an independent capacity and
27 not as officers or employees of City. County acknowledges and agrees that City has
28 no obligation to pay or withhold state or federal taxes or to provide workers'

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2 compensation or unemployment insurance. County as an independent contractor
3 shall be responsible for any and all taxes that apply to County as an employer.

4 19. No Third Party Beneficiary. This contract between City and County is intended for
5 the mutual benefit of the two signing parties only. No rights are created under this
6 contract in favor of any third party or any party who is not a direct signatory to this
7 contract in favor of any third party or any party who is not a direct signatory to this
8 contract.

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

<u>City</u>	<u>County</u>
City of Indian Wells	County of Riverside
City Manager	Director, Department of Animal Services
44950 Eldorado Drive	5950 Wilderness Avenue
Indian Wells, CA 92210	Riverside, CA 92504

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

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

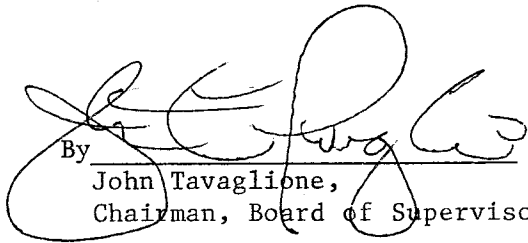
28 Further, County agrees to conform to the requirements of the Americans with

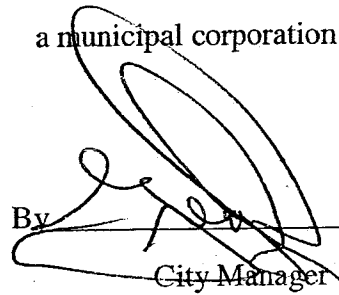
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IN WITNESS WHEREOF the parties hereto have caused this contract to be executed by authorized officers on the day and year first above written.

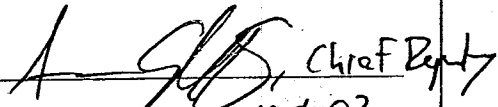
COUNTY OF RIVERSIDE, a
political subdivision

CITY OF INDIAN WELLS,
a municipal corporation

By 
John Tavaglione,
Chairman, Board of Supervisors

By 
City Manager

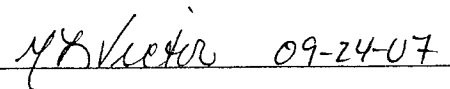
Attest:
NANCY ROMERO, Clerk of the Board

Attest 
City Clerk 10-1-07

By 
Deputy

Approved as to Form:

Approved as to Form:

By  09-24-07
Deputy County Counsel

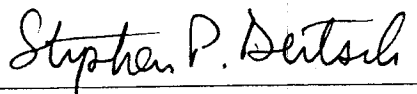
By 
City Attorney

EXHIBIT A
PRIORITY OF FIELD SERVICES

DEFINITIONS: Services are those enforcement activities rendered by County pursuant to Title 6 of the Indian Wells Municipal Code 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," 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, factors affecting response time including traffic congestion or other hindering circumstances uncontrollable by the County. Response time to non-emergency calls will be within 24-hours.

Calls considered as Emergencies to be handled Without Delay During Regular Working Hours, Monday Through Friday.

PRIORITY RANKING:

1. Animals endangering health or safety of the community.
2. Aggressive stray animals at large on school grounds or playground.
3. Police Department requests for service.
4. Sick or injured stray animals.
5. Confined sick or injured animals.
6. Animals in distress.
7. Humane investigations – life threatening.
8. Livestock or equine at-large.

9. Quarantined biting animals.

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

- 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. Livestock or equine at-large.

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

- 1. Pick up confined, healthy, stray-animals.
- 2. Dead animals on private or public property.
- 3. Animals being released from quarantine.
- 4. Release of quarantined animals.
- 5. Leash law enforcement.
- 6. Nuisance animal investigations.
- 7. Permit investigations.
- 8. Dog license enforcement.

Exceptions:

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

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EXHIBIT B

January 1, 2007 through June 30, 2009

FIELD SERVICES**PERSONNEL****Animal Control Officer (8 hours per month)**

Salary	\$3,993
Benefits	\$2,004
Worker's Compensation	<u>\$ 135</u>

Sub-total Salaries/Benefits **\$6,132**

Stand-by Animal Control Officer

Time: @ 2 hours/mo. x \$47/hour x 12 months	\$2,820
Mileage: @ .42/mile x 30 miles/mo. x 12 months	<u>\$ 378</u>

Sub-total Stand-by Expense **\$3,198**

TOTAL PERSONNEL EXPENSE: **\$9,330**

SUPPLIES and OTHER CHARGES

Supplies and Other Charges	\$2,767
(uniforms, communications equipment, hand tools, pharmaceuticals, overhead, etc.)	

TOTAL SUPPLIES & OTHER CHARGES: **\$2,767**

GRAND TOTAL FIELD SERVICES: **\$12,097**

*additional annual costs will be provided by March 15th of each subsequent year per Section 10. Compensation (page 10)

**subject to prevailing County cost; includes fuel and maintenance animal control vehicle