

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

933



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
November 29, 2010

SUBJECT: Ratify the Second Amendment to Contract No. 07-081 with the City of Indian Wells for field services to the City.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Second Amendment to the Contract between the City of Indian Wells and the County of Riverside for the performance period of July 1, 2010 through June 30, 2011 in the amount of \$15,761;
- 2) Authorize the Chairperson to execute three (3) original copies of the contract on behalf of the County of Riverside.

BACKGROUND: Since November 6, 2007, the County of Riverside Department of Animal Services has been in a contract with the City of Indian Wells 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. The City's animals will be housed at the Riverside County Animal Shelter located at 72-050 Pet Land Place, Thousand Palms, California, 92276.

Robert P. Miller

Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 15,761	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% funded by the City of 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 Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

FORM APPROVED COUNTY COUNSEL BY: *David K. Huff* DATE: *11/29/10*

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

Prev. Agn. Ref.: 3/16/10 3.16, 11/6/07 3.5 District: 4 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.11

**SECOND 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, first time amended on March 16, 2010, Item 3.16, is hereby amended for a second time, effective July 1, 2010, as follows:

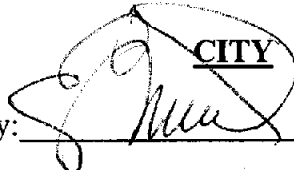
- To amend the period of performance from July 1, 2009, through June 30, 2010, to July 1, 2010 though June 30, 2011.
- To establish the amount of compensation for Fiscal Year 2010/11 at fifteen thousand, seven hundred sixty one dollars (\$15,761).
- To delete Exhibit A, "Priority of Field Services," in its entirety and replace with the new Exhibit A, "Scope of Animal Field Services," attached hereto;
- To delete Exhibit B, in its entirety and replace with the new Exhibit B, "Payment Provisions," 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

CITY

By: _____
Marion Ashley, Chairman, Board of Supervisors

By:  _____

Attest: Kecia Harper-Ihem, Clerk

Print: Ed Monarch, Mayor

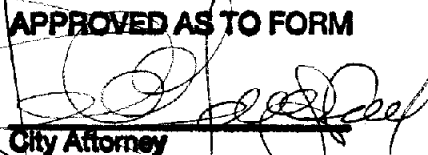
By: _____

Date: _____

Date: November 18, 2010

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FORM APPROVED COUNTY COUNSEL
BY:  _____
DAVID H.K. HUFF DATE 11/30/10

APPROVED AS TO FORM

City Attorney

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CITY OF INDIAN WELLS
FY10/11
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICES

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:

1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.

1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as may be established from time to time by resolution of the CITY Council.

1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.

1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to COUNTY. COUNTY will also issue to CITY's Manager, or his/her designee, a copy of all animal bite reports within one week of completion.

1.5 **Quarantine:** Quarantine, as prescribed by State law and COUNTY Ordinances as codified under Riverside COUNTY Code Title 6, or any successor thereto (hereinafter referred to as "Riverside COUNTY Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.

1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance.

1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone,

1 facsimile, electronic mail transmission or other means the State of California's
2 Department of Transportation.

3 **1.8 Trapping:** Assist CITY residents in removal of domestic or wild Animals from
4 privately owned traps. Depending upon trap availability, assist CITY residents in the
5 setting of, trapping and removal of domestic and wild Animals from public and private
6 property during regular business hours, weekends and holidays excepted. COUNTY shall
7 not be required to move belongings or maintain on-premises surveillance, unless in the
8 opinion of the Director of Animal Services or the responding Animal Control Officer there
9 is a direct, clear and present danger to human life. COUNTY may provide traps for the
10 above-stated purposes with a rental fee to CITY residents. Traps will be available to CITY
11 residents on a first come, first served basis. COUNTY is not required to provide vector
12 control services under the provisions of this contract.

13 **1.9 Return of Impounded Animals:** Encourage the return of any lost/stray Animal
14 (impounded by field personnel) to the rightful owner in the field, subject to the payment of
15 impound fees.

16 **1.10 Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents at CITY's
17 request. CITY shall provide its own tags for such licenses, but shall coordinate the
18 numbering sequence with COUNTY prior to ordering. All fees collected for dog
19 licenses shall be accounted for by COUNTY and remitted to CITY on a quarterly
20 basis, provided, however, that COUNTY shall retain the sum of \$5.85 for each dog
21 license issued hereunder. COUNTY shall verify dog license status when responding
22 to requests for service or when responding to complaints about Animal behavior. The
23 Animal Control Officer, as part of said officer's regular animal control duties as
24 defined by, but not limited to, the terms of this contract, shall conduct license
25 inspection activities during animal control investigations so as to ascertain the
26 number of unlicensed dogs, to license such dogs and to foster compliance with
27 Indian Wells Municipal Code. COUNTY shall also provide an automated or
28 manual verification system whereby owners can verify the status of their Animal's
license by telephone.

1.11 Kennels and Catteries: COUNTY shall inspect and issue licenses to operate dog
kennels and catteries within CITY pursuant to CITY'S municipal codes, and collect

1 fees in connection therewith. All fees for licenses to operate dog kennels and catteries
2 shall be retained by COUNTY.

3 **1.12 Issuance of Warnings and Citations:** Enforce all appropriate provisions of
4 Riverside COUNTY Code Title 6 including the issuance of warning notices or citations as
5 necessary for violations of the provisions of said Riverside COUNTY Code Title 6,
6 State law or CITY municipal codes.

7 **1.13 Service to Public:** Provide service to the public on matters covered in this contract
8 consistent with established policies and procedures that promote courteous and
9 efficient service and good public relations. Other policies and procedures
10 notwithstanding, COUNTY, in processing any type of complaint or request for
11 service, will indicate to the caller that a response can be expected as per Section 5 below.

12 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
13 Coachella Valley Animal Campus, or another shelter service provider agreed to by CITY.

14 **3. Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control
15 vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with
16 an air conditioning unit mounted on the animal control truck boxes for use to provide
17 contract services. The COUNTY shall equip fuel and maintain said vehicles.

18
19 **4. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's
20 Department within 24 hours if an impounded Animal is missing or suspected to have been
21 stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall
22 indicate on the police report the circumstances of the Animal's disappearance.

23 **5. Priority of Field Services:**

24 **5.1 Definitions:** Services are those enforcement activities rendered by COUNTY
25 pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related State and
26 CITY codes and are assembled for expediency into two categories: Emergency and Non-
27 Emergency. Priority Ranking refers to the order of priority with which a call will be
28 handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the

1 Animal Control Officer. If a call is "exceptional," as defined in Section 5.4 of this Exhibit,
2 it will be referred to the Supervisor for evaluation and processing.

3 Field service activities will be performed daily and generally based upon the
4 priority ranking and based on limited service hours in accordance with contract
5 for part-time officer. All calls involving imminent danger scenarios will be
6 responded to within 60 minutes if reasonably possible, subject to considerations involving
7 the time of day, traffic conditions, or other uncontrollable circumstances.

8 An Animal Control Officer will respond to animal medical emergencies and other
9 emergencies involving danger to humans within 30 minutes or less during regular service
10 hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and
11 after regular service hours and holidays. CITY acknowledges that response time may be
12 affected by traffic congestion or other hindering circumstances uncontrollable by the
13 COUNTY.

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

18 The following definitions of "regular service hours," "limited service" and "holidays"
19 are intended to identify the broad time frames during which specific levels of service will be
20 provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30am
21 and 5pm, Monday through Friday, holidays excepted. "Limited service" is defined as
22 providing essential services defined in this Exhibit from 5pm to 7:30am, Monday through
23 Friday, all day Saturday, Sunday and on holidays. "Holidays" as used herein shall be those
24 as established by the COUNTY and the CITY. The COUNTY shall answer all telephone
25 calls for Field Services during phone center operational hours. Calls shall be received by the
26 COUNTY answering service after hours and on holidays, as noted above. Calls answered
27 by the answering service will be handled on an emergency basis as outlined in this Exhibit.
28 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

1 disposition of those calls. Records of these calls shall be maintained for at least thirty (30)
 2 days. The CITY and COUNTY agree that any incident reports to the COUNTY by
 3 residents or through emergency services involving a dangerous, aggressive, wild,
 4 injured or sick animal constitute an emergency and require immediate action by the
 5 COUNTY pursuant to this contract.

6 Calls for service received after normal business hours that are not of an emergent
 7 nature shall be answered by an answering service and referred to call back on the next
 8 business day during phone center operational hours. These calls will then be scheduled for
 9 response in accordance with this Exhibit.

10 **5.2 Calls considered as Emergencies to be handled Without Delay:**

11 5.2.1 Animals endangering health or safety of the community.

12 5.2.2 Police Department requests for service.

13 5.2.3 Sick or injured stray animals.

14 5.2.4 Animals in distress.

15 5.2.5 Humane investigations – life threatening. (Depending on immediate
 16 circumstance)

17 **5.3 Calls Considered as Non-Emergency to be handled during Regular Business**

18 **Hours:**

19 5.3.1 Pick up confined, healthy, stray-animals.

20 5.3.2 Dead animal removal.

21 5.3.3 Quarantine investigations.

22 5.3.4 Leash law enforcement.

23 5.3.5 Nuisance animal investigations.

24 5.3.6 Permit investigations.

25 **5.4 Exceptions:**

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

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CITY OF INDIAN WELLS
FY10/11
EXHIBIT B
PAYMENT PROVISIONS

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY, as established in the Department of Animal Services FY10/11 Service Rate Study, those fees relative to the services to be performed under this Agreement as follows:

1. Field Services:

1.1 FTE (Annual) Animal Control Officer: \$9,984, hourly based on need
Estimated to be 8 hours per month

1.2 Estimated Overtime Services: 27 hours x \$104/hour = \$2,808

The cost to provide after hours services (evenings, weekends and holidays). To be billed based on actual usage. Estimated total based on past experience.

1.3 Estimated License Admin Fees: 56 licenses x \$5.85 per license = \$328

The administrative handling fee to sell city dog licenses. Estimated total based on past experience.

2. Shot Clinic:

2.1 The cost to provide one annual shot and licensing clinic on a mutually agreed date in the City during the contract period is \$2,641.

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is fifteen thousand seven hundred sixty one dollars (15,761), for the period commencing July 1, 2010 through June 30, 2011.

The Estimated Overtime and Estimated License Admin Fees will be billed based on the actual usage each month and will increase the annual total above.

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