

ATTACHMENTS FILED WITH  
THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 1/13/11  
DAVID H. K. HUFF Department Concurrence

☐ Consent ☒ Policy  
☐ Consent ☒ Policy

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

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

306



**FROM:** Community Health Agency, Department of Animal Services

**SUBMITTAL DATE:**

January 10, 2011

**SUBJECT:** Ratify the Second Amendment to Contract No. 08-033 with the City of Rancho Mirage for Animal Field Services to the City

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Second Amendment between the City of Rancho Mirage and the County of Riverside for the performance period of July 1, 2010 through June 30, 2011 in the amount of \$7,980; and
- 2) Authorize the Chairperson to execute three (3) original copies of the Contract on behalf of the County of Riverside.

**BACKGROUND:**

Since December 18, 2007 the County of Riverside Department of Animal Services (County) has been in a Contract with the City of Rancho Mirage (City) to provide Animal 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 on page 2)  
nd

*[Signature: Robert Miller]*  
Robert Miller, Director  
Department of Animal Services

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 7,980	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

<b>SOURCE OF FUNDS:</b> 100% funded by the City of Rancho Mirage			Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *[Signature: Debra Cournoyer]*  
Debra Cournoyer

**County Executive Office Signature**

Prev. Agn. Ref.: 12/18/07 3.12

District: 4

Agenda Number:

3.2

Form 11

Subject: Ratify the Second Amendment to Contract No. 08-033 with the City of Rancho Mirage for Animal Field Services to the City

Page 2

**BACKGROUND Continued:**

The City now provides their own Field Service Officer and has requested County to provide Supplemental Field Services to the City at City's request.

The City's animals will be housed at the Riverside County Animal Shelter, Coachella Valley Animal Campus located at 72-050 Pet Land Place, Thousand Palms, CA 92276.

**FINANCIAL DATA:**

The City has agreed to pay the COUNTY for Animal Field Services at the rate of \$104 per hour as established in the Department of Animal Services FY10/11 Service Rate Study.

**SECOND AMENDMENT TO THE AGREEMENT**  
**WITH**  
**CITY OF RANCHO MIRAGE**

(Supplemental 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 Rancho Mirage (CITY), approved on December 18, 2007, Item 3.12; amended for the first time on November 19, 2009 by Purchasing Agent, is hereby amended for the second time effective July 1, 2010 as follows:

- Amend all references to the period of performance from July 1, 2009 through June 30, 2010 to July 1, 2010 through June 30, 2011.
- To establish the amount of compensation for Fiscal Year 2010/11 at seven thousand nine hundred eighty dollars (\$7,980).
- Amend all references of "Field Services" to "Supplemental Field Services".
- On the Agreement delete Exhibit A, "Priority of Field Services" in its entirety.
- On the First Amendment delete Exhibit A, Fee Schedule as referenced in section 26 "Payments of Fees and Charges to the Public" in its entirety.
- To incorporate to the Agreement a new Exhibit A, "Scope of Standby Animal Field Services" attached hereto and incorporated herein by this reference;
- To delete Exhibit B, "July 1, 2007 through June 30, 2010 Budget" and replace with new Exhibit B, "Payment Provision" attached hereto and incorporated herein by this reference;
- To delete Section 9 "Compensation" in its entirety and replace with following paragraph: "In consideration of services provided by COUNTY pursuant to Exhibit A, "Scope of Supplemental Field Services", attached hereto and incorporated herein. COUNTY shall be entitled to receive payment as specified in Exhibit B, "Payment Provisions".
- To delete Section 3, "Definition of Field Services". The new "Definition of Supplemental Field Services" are included in the new Exhibit A, Section 1.

- To delete Section 5, "Shelter Care and Disposition Services". The revised "Shelter Care and Disposition Services" is included in Exhibit A, Section 2.
- To delete Section 13, "Provision of Vehicles and Radio Equipment". The revised "Provision of Vehicle and Radio Equipment" is included in Exhibit A, Section 3.
- To delete Section 10, "Missing or Stolen Animals". The revised "Missing or Stolen Animals" is included in Exhibit A, Section 4.
- To amend Section 21, "Notices" as follows:
- |                             |                               |
|-----------------------------|-------------------------------|
| <u>County</u>               | carbon copy: <u>County</u>    |
| Community Health Agency     | Department of Animal Services |
| Procurement / Contracts     | Director of Animal Services   |
| 4065 County Circle Drive    | 6851 Van Buren Boulevard      |
| Riverside, California 92503 | Riverside, California 92509   |
- City  
City of Rancho Mirage  
City Manager  
69-825 Highway 111  
Rancho Mirage, CA 92270
- 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**

By \_\_\_\_\_  
Chairman, Board of Supervisors

By **CITY** \_\_\_\_\_  
City Manager

Print Bob Buster, Chairman

Print Patrick M. Pratt, City Manager

ATTEST: Kecia Harper-Ihem

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date January 12, 2011

FORM APPROVED COUNTY COUNSEL  
BY DAVID H.K. HUFF DATE 1/13/11

## CITY OF RANCHO MIRAGE

FY10/11

## EXHIBIT A

## SCOPE OF SUPPLEMENTAL FIELD SERVICES

1. **Definition of Supplemental Field Services:** The Supplemental 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 as requested by CITY:

1.1 **Supplemental Field Service Assistance:** Respond to all calls for Supplemental 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 the CITY 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:** Assist City 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

1 telephone, 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 standby or weekends. COUNTY shall not be required to move belongings  
7 or maintain on-premises surveillance, unless in the opinion of the Director of Animal  
8 Services or the responding Animal Control Officer there is a direct, clear and present danger  
9 to human life. COUNTY may provide traps for the above-stated purposes with a rental fee  
10 to CITY residents. Traps will be available to CITY residents on a first come, first served  
11 basis. COUNTY is not required to provide vector control services under the provisions of  
12 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 Rancho Mirage 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 Issuance of Warnings and Citations:** Enforce all appropriate provisions of  
Riverside COUNTY Code Title 6 including the issuance of warning notices or citations as

1 necessary for violations of the provisions of said Riverside COUNTY Code Title 6, 08-033  
2 State law or CITY municipal codes.

3 **1.12 Service to Public:** Provide service to the public on matters covered in this contract  
4 consistent with established policies and procedures that promote courteous and  
5 efficient service and good public relations. Other policies and procedures  
6 notwithstanding, COUNTY, in processing any type of complaint or request for  
7 service, will indicate to the caller that a response can be expected as per Section 5 below.

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

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

14  
15 **4. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's  
16 Department within 24 hours if an impounded Animal is missing or suspected to have been  
17 stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall  
18 indicate on the police report the circumstances of the Animal's disappearance.

19  
20 **5. Priority of Supplemental Field Services:**

21 **5.1 Definitions:** Services are those enforcement activities rendered by COUNTY  
22 pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related State and  
23 CITY codes and are assembled for expediency into two categories: Emergency and Non-  
24 Emergency. Priority Ranking refers to the order of priority with which a call will be  
25 handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the  
26 Animal Control Officer. If a call is "exceptional," as defined in Section 5.4 of this Exhibit,  
27 it will be referred to the Supervisor for evaluation and processing. All calls involving  
28 imminent danger scenarios will be responded to within 60 minutes if reasonably possible,  
subject to considerations involving the time of day, traffic conditions, or other  
uncontrollable circumstances.

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

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

11 The following definitions of "regular service hours," "limited service" and "holidays"  
12 are intended to identify the broad time frames during which specific levels of service will be  
13 provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30 am  
14 and 5 pm, Monday through Friday, holidays excepted. "Limited service" is defined as  
15 providing essential services defined in this Exhibit from 5 pm to 7:30 am, Monday through  
16 Friday, all day Saturday, Sunday and on holidays. "Holidays" as herein shall be those as  
17 established by the COUNTY and the CITY. The COUNTY shall answer all telephone calls  
18 for Field Services during phone center operational hours. Calls shall be received by the  
19 COUNTY answering service after hours and on holidays, as noted above. Calls answered  
20 by the answering service will be handled on an emergency basis as outlined in this Exhibit.  
21 The dispatcher and/or clerical support staff shall maintain a detailed record of all  
22 requests. for service, both emergency and routine, received during regular service hours  
23 and after regular service hours, including time and date, when the calls were answered and  
24 the disposition of those calls. Records of these calls shall be maintained for at least thirty  
25 (30) days, a copy of all CITY call logs will be sent to the CITY before being purged from  
26 the COUNTY computer system. The CITY and COUNTY agree that any incident reports  
27 to the COUNTY by residents or through emergency services involving a dangerous,  
28 aggressive, wild, injured or sick animal constitute an emergency and require immediate  
action by the COUNTY pursuant to this contract.

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 this Exhibit.

**5.2 Calls considered as Emergencies to be handled Without Delay after Normal Service Hours and Holidays:**

- 5.2.1 Animals endangering health or safety of the community.
- 5.2.2 Police Department, City Manager or designee requests for service.
- 5.2.3 Sick or injured stray animals.
- 5.2.4 Animals in distress.
- 5.2.5 Humane investigations – life threatening. (Depending on immediate circumstance)
- 5.2.6 Livestock or equine at-large.

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

- 5.3.1 Pick up confined, healthy, stray-animals.
- 5.3.2 Dead animal removal.
- 5.3.3 Quarantine investigations.
- 5.3.4 Leash law enforcement.
- 5.3.5 Nuisance animal investigations.
- 5.3.6 Permit investigations.

**5.4 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. 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 RANCHO MIRAGE****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, those fees relative to the services to be performed under this Agreement as follows:

**1. Supplemental Field Services**

**1.1** Animal Control Officer: Estimated to be 61.20 hrs/yr x \$104 per hr = \$6,365

The cost to provide one Animal Control Officer to service an area for a total of 61.20 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime City will be billed based on actual hours, with a minimum of a two (2) hour call out.

**1.2** Licensing services: Estimated to be 276 x \$5.85 per license = \$ 1,615

The administrative handling fee to sell city dog licenses is an estimated total based on past experience.

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is seven thousand nine hundred eighty dollars (\$7,980.00), for the period commencing July 1, 2010 through June 30, 2011.

The Estimated Time and Estimated License Admin Fees will be billed based on the actual usage each month and may differ from the annual total above

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