

115



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

FROM: Community Health Agency/Department of Animal Services

SUBMITTAL DATE:
November 14, 2011

SUBJECT: Approve Agreement 11-118 between City of Palm Desert and the County of Riverside Department of Animal Services for animal shelter services

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve Agreement 11-118 between City of Palm Desert and the County of Riverside Department of Animal Services for animal shelter services, for the period of January 16, 2012 through June 30, 2015, for a total compensation amount of \$296,173; and
- 2) Authorize the Chairperson to execute three agreements on behalf of the County of Riverside.

BACKGROUND:

The County of Riverside (County) has been providing animal shelter services for the City of Palm Desert (City) since 2005 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.

(Continued on page 2)

RM:nd

Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 45,580	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

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

County Executive Office Signature

FISCAL PROCEDURES APPROVED FORM APPROVED COUNTY COUNSEL
PAUL ANGULO, CPA, AUDITOR-CONTRROLLER
BY: SAMUEL WONG
DATE: 11/17/11
Departmental Concurrence
BRUCE G. FORDON

Consent Policy
Consent Policy

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

Prev. Agn. Ref.: District: 4 Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.6

Form 11

Subject: Approve Agreement 11-118 between City of Palm Desert and the County of Riverside Department of Animal Services for animal shelter services

Page 2 of 2

BACKGROUND: (Continued)

The fees for services rendered under this agreement were established in the Department of Animal Service Rate Study of March, 2011.

Animal Sheltering Service amounts as follows:

Service	11/12	12/13	13/14	14/15	Totals
*Shelter Service	\$31,050	\$69,001	\$69,001	\$69,001	\$238,053
O & M Costs	\$6,273	\$6,273	\$6,273	\$6,273	\$25,092
**License Processing	\$8,257	\$8,257	\$8,257	\$8,257	\$33,028
Total	\$45,580	\$83,531	\$83,531	\$83,531	\$296,173

*Shelter Services for Fiscal Year 2011/2012 adjusted for contract expiration of January 15, 2012. This amount is in addition to amount due under current contract. The City will be provided with prior year impound rates by March 31st each year, contract rate will be adjusted for each year of contract by the following formula: Prior year dog/cat impounds x sheltering rate/impound. This formula establishes a fixed rate that will be payable in 1/12th monthly increments.

**License processing costs may fluctuate based on actual number of licenses processed.

FINANCIAL:

There is no additional impact on the general fund as this funding is provided from the City of Palm Desert for services rendered.

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

CONTRACT NO. C31310

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Department of Animal Services		CONTRACT NO. 11-118	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200	PROJECT-GRANT:	ACCOUNT: 773220
CLASS/LOCATION: 8602		CONTRACT AMOUNT: \$296,173	
PERIOD OF PERFORMANCE: January 16, 2012 through June 30, 2015			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: John M. Wohlmuth (760) 346-0611	
PROGRAM NAME: Animal Shelter Services			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, Department of Animal Services, hereinafter referred to as COUNTY, and City of Palm Desert, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal shelter services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Palm Desert, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

WHEREAS, the CITY wishes to comply with state mandates regarding animal control; and

WHEREAS, COUNTY has the personnel and experience to provide such animal shelter services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 5, Exhibit A consisting of 5 pages, and Exhibit B consisting of 1 page, attached hereto and incorporated herein.

COUNTY

CITY

By _____
Bob Buster, Chairman, Board of Supervisors

By Robert A. Spiegel
City of Palm Desert, California

Date _____

By Robert A. Spiegel, Mayor Pro-Tempore
Print Name

ATTEST: Kecia Harper-Ihem, Clerk

By _____

Date October 27, 2011

FORM APPROVED COUNTY COUNSEL

BY Bruce G. Fordon 11/17/11
BRUCE G. FORDON DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Riverside }

On November 4 2011 before me, M. G. Martinez, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Robert A. Spiegel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature: _____ Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Jan 14, 2012 through June 30, 2015
 Title or Type of Document: C31310 County of Riverside Animal Shelter Services
 Document Date: October 27, 2011 Number of Pages: 13 pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert A. Spiegel Signer's Name: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input checked="" type="checkbox"/> Other: <u>Mayor Pro-Tempore</u> | <p style="text-align: center; font-size: small;">RIGHT THUMBPRINT OF SIGNER</p> <p style="text-align: center; font-size: x-small;">Top of thumb here</p> | <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <p style="text-align: center; font-size: small;">RIGHT THUMBPRINT OF SIGNER</p> <p style="text-align: center; font-size: x-small;">Top of thumb here</p> |
|---|--|---|--|

Signer Is Representing: City of Palm Desert Signer Is Representing: _____

1. COUNTY OBLIGATIONS:

COUNTY shall provide all services as outlined and specified in EXHIBIT A, SCOPE OF ANIMAL SHELTER SERVICES attached hereto and by this reference incorporated herein.

2. PERIOD OF PERFORMANCE:

This Agreement shall be effective on January 16, 2012 through June 30, 2015, unless terminated as specified in Section 7, TERMINATION.

3. COMPENSATION:

In consideration of services provided by COUNTY pursuant to EXHIBIT A, COUNTY shall be entitled to receive payment as specified in EXHIBIT B, PAYMENT PROVISIONS, attached hereto and incorporated herein by this reference.

4. AVAILABILITY OF FUNDING:

It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with EXHIBIT B.

5. HOLD HARMLESS/INDEMNIFICATION:

5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend,

1 indemnify and hold harmless COUNTY shall be subject to COUNTY having given
2 CITY written notice within a reasonable period of time of the claim or of the
3 commencement of the related action, as the case may be, and information and
4 reasonable assistance, at CITY's expense, for the defense or settlement thereof.
5 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY
6 the appropriate form of dismissal relieving COUNTY from any liability for the action
7 or claim involved.

8 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
9 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
10 from third party claims.

11 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts,
12 Special Districts and Departments, their respective directors, officers, governing
13 bodies, elected and appointed officials, employees, agents and representatives from
14 any liability whatsoever, based or asserted upon any negligent or willful misconduct
15 of COUNTY its officers, employees, subcontractors, agents or representatives arising
16 out of or in any way relating to this Agreement, including but not limited to property
17 damage, bodily injury, or death or any other element of any kind or nature whatsoever
18 arising from the performance by COUNTY, its officers, agents, employees,
19 subcontractors, agents or representatives of this Agreement. COUNTY shall defend
20 at its sole expense, all costs and fees including but not limited to attorney fees, cost of
21 investigation, defense and settlements or awards of all Agencies, Districts, Special
22 Districts and Departments of the CITY, their respective directors, officers, governing
23 body, elected and appointed officials, employees, agents and representatives in any
24 claim or action based upon such negligent or omissions.

25 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,
26 COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any
27 such action or claim without the prior consent of CITY provided, however, that any
28 such adjustment, settlement or compromise in no manner whatsoever limits or
circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's
obligation to defend, indemnify and hold harmless CITY shall be subject to CITY
having given COUNTY written notice within a reasonable period of time of the claim
or of the commencement of the related action, as the case may be, and information
and reasonable assistance, at COUNTY's expense, for the defense or settlement
thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has
provided to CITY the appropriate form of dismissal relieving CITY from any liability
for the action or claim involved.

5.6 The specified insurance limits required in this Agreement shall in no way limit or
circumscribe COUNTY's obligations to indemnify and hold harmless the CITY
herein from third party claims.

6. INSURANCE: COUNTY agrees to maintain the following insurance coverage's
during the term of this Agreement:

6.1 Workers' Compensation:

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

6.2 Commercial General Liability:

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

6.3 Vehicle Liability:

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

6.4 General Insurance Provisions - All lines:

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

6.4.3 COUNTY shall provide CITY with a properly executed Certificate(s) of Insurance naming the CITY as additionally insured. It is understood and agreed to by the parties here to that the COUNTY's insurance shall be construed as primary insurance, and the CITY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

7. TERMINATION:

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

8. FORCE MAJEURE:

8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other

similar acts, CITY will not be held liable to COUNTY for such failure to comply. 11-118

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2 **9. ALTERATION:**

3 No alteration or variation of the terms of this Agreement shall be valid unless made in
4 writing and signed by the parties hereto, as authorized by their respective governing bodies,
5 and no oral understanding or agreement not incorporated herein, shall be binding on any of
6 the parties hereto.

7 **10. SEVERABILITY:**

8 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
9 void or unenforceable, the remaining provisions will nevertheless continue in full force
10 without being impaired or invalidated in any way.

11 **11. RECORDS:**

12 COUNTY shall maintain and keep records of all expenditures and obligations incurred
13 pursuant to this contract and all income and fees received thereby according to generally
14 recognized accounting principles. Such records and/or animal control operations of
15 COUNTY shall be open to inspection and audit by CITY or its authorized representative
16 as is deemed necessary by the CITY Manager or the authorized representative of the
17 CITY Manager upon reasonable notice to COUNTY.

18 **12. NO THIRD PARTY BENEFICIARY:**

19 This contract between CITY and COUNTY is intended for the mutual benefit of the two
20 signing parties only. No rights are created under this contract in favor of any third party
21 or any party who is not a direct signatory to this contract.

22 **13. NONDISCRIMINATION:**

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

14. VENUE:

Any action at law or in equity brought by either of the parties hereto for the purpose of
enforcing a right or rights provided for by this contract shall be tried in a court of
competent jurisdiction in the County of Riverside, State of California, and the parties
hereby waive all provisions of law providing for a change of venue in such proceedings

1 to any other county. In the event either party hereto shall bring suit to enforce any term 11-118
2 of this contract to recover any damages for and on account of the breach of any term or
3 condition of this contract, it is mutually agreed that the prevailing party in such action
4 shall recover all costs thereof including reasonable attorneys' fees to be set by the court
5 in such action.

6 **15. ASSIGNMENT:**

7 It is mutually understood and agreed that this contract shall be binding upon COUNTY
8 and its successors. Neither this contract nor any part thereof nor any moneys due or to
9 become due hereunder may be assigned by COUNTY without the prior written consent
10 and approval of CITY. CITY and COUNTY hereby agree to the full performance of
11 the covenants contained herein.

12 **16. AMENDMENTS:**

13 Any amendments, including any supplements, to this contract shall be in writing and
14 shall have the approval of the Board of Supervisors of COUNTY and the CITY
15 Council. This is the entire contract for Animal Shelter Services and supersedes any
16 prior written or oral contract inconsistent herewith. Any amendment will be presented
17 to the City Manager prior to CITY Council approval.

18 **17. NOTICES:**

19 All correspondence and notices required or contemplated by this Agreement shall be
20 delivered to the respective parties at the addresses set forth below and are deemed
21 submitted one day after their deposit in the United States mail, postage prepaid:

22 **COUNTY:**

23 Community Health Agency
24 Procurement/Contracts Administration
25 4065 County Circle Drive
26 Riverside, CA 92503
27 (951) 358-5097

28 **Additional Copy COUNTY:**

Department of Animal Services
Director of Animal Services
6851 Van Buren Boulevard
Riverside, CA 92509
(951) 358-7442

CITY:

City of Palm Desert
City Manager
73-510 Fred Waring Dr.
Palm Desert, CA 92260
(760) 346-0611

or to such other address (es) as the parties may hereafter designate in writing.

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**CITY OF PALM DESERT
EXHIBIT A
SCOPE OF ANIMAL SHELTER SERVICES**

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Palm Desert, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms CA 92276 ("Shelter"), or at other shelter operated by the County of Riverside at County's discretion.

The handling of these animals will comply with the terms of this contract. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. **Shelter Services:**

3.1 **Treatment of Animals:** Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

3.2 **Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition.

In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated sub-fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

3.3 **Volunteer Program:** COUNTY shall maintain a program to provide for the participation of Volunteers in programs relating to animals.

3.4 **Enforcement:** COUNTY shall enforce all relevant provisions of County of Riverside Title 6, ANIMALS, and State law as may be applicable to animals housed,

kept or maintained at the Shelter.

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- 3.5 **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.
- 3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.
- 3.7 **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
- 3.8 **Incoming Animal Examinations/Assessments:** A cursory exam shall be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment will include the following:
 - 3.8.1 A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - 3.8.2 Routine vaccinations and de-worming, as needed
 - 3.8.3 External parasite treatment, as necessary
 - 3.8.4 Document the animal's incoming weight
 - 3.8.5 Scan for microchip identification
 - 3.8.6 Establish unique identifier for the animal
 - 3.8.7 Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.
- 3.9 **Behavioral Assessments:** Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.
- 3.10 **Adoption:** Animals identified as being available for adoption shall be placed in adoptable areas of the Shelter.
- 3.11 **Community Adoption Partners:** California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal, be released to a nonprofit, as defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
- 3.12 **Foster Care Placement:** The COUNTY shall maintain a foster care placement program that assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.
- 3.13 **Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in

1 custody of the Shelter either under impoundment or quarantine shall be deemed 11-118
 2 unsuitable for adoption and shall not be released except as required by law or at the
 3 Director's discretion.

4 **3.14 Euthanasia:** COUNTY shall provide humane euthanasia service as required
 5 for impounded animals held at the Shelter for the lawful number of days, if
 6 such animal is not reclaimed by said animal's owner and is deemed to be not
 7 adoptable by COUNTY. Animals that are irremediably suffering from a serious
 8 illness or severe injury may not be held for owner redemption or adoption. Only
 9 euthanasia methods approved by the American Veterinary Medical Association shall
 10 be used.

11 Records shall be kept for a period of not less than three (3) years on each
 12 euthanized animal including the following information: breed; sex; color; weight;
 13 other distinguishing characteristics; date, time and location where animal was found;
 14 method of euthanasia and reason for use of method.

15 **3.15 Drug Enforcement Agency (DEA):** Additionally, the COUNTY shall comply
 16 with all Drug Enforcement Agency (DEA) regulations regarding storage, record-
 17 keeping, inventory, use, and disposal of all controlled substances.

18 **3.16 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their
 19 nutritional needs.

20 **3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary
 21 personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing
 22 shall include any and all full or part-time personnel and shall include the
 23 recruitment, supervision and assignment of volunteers in suitable Shelter-related
 24 activities. Personnel employed at the Shelter in the performance of Shelter-related
 25 activities shall be designated as COUNTY employees and any and all volunteers
 26 engaged in Shelter activities shall participate in activities designated by COUNTY
 27 and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall
 28 be determined by COUNTY on behalf of CITY.

3.18 Holding Periods: COUNTY shall hold all stray impounded animals, not otherwise
 owner identifiable, for holding periods as required by law.

3.19 Missing Animals: COUNTY shall notify police immediately of any animal found
 to be missing from the Shelter that had previously been impounded and/or in
 protective custody.

3.20 Hours of Operation: COUNTY shall maintain hours of operation at the Shelter to
 provide maximum public access for the animals, to the extent possible.

3.21 Disease Control and Sanitation: COUNTY shall maintain the Shelter in a clean
 and sanitary condition. COUNTY's policies and procedures in this area may
 include beneficial standards and/or guidelines derived from reputable animal care
 organizations including, but not limited to, the following: Humane Society of the
 United Society of the United States, American Humane Association and American
 Veterinary Medical Association.

3.22 Provision of Personnel and Supplies: COUNTY shall provide personnel, supplies,

materials, medication, pharmaceuticals, and equipment, including forms and reports to perform all aspects of the Shelter Services program.

3.23 **CITY Access:** COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.

3.24 **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing where said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

3.25 **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable laws.

3.26 **Level of Service Provided:** COUNTY shall provide Shelter Services as defined in this contract. COUNTY's policies and procedures for Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

4. **Compensation:**

4.1 Compensation for Sheltering: Compensation for shelter services shall be based upon established rate for shelter service at specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments. Additional costs for large animal sheltering are incurred at \$20 per animal per day for horses and cattle and \$12 per animal per day for swine, goats and sheep in accordance with ordinance and will be billed based on actual sheltering on a monthly basis.

4.2 Compensation for Operations and Maintenance: Compensation for Operations and maintenance shall be based upon rate for shelter service at a specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments.

4.3 License Processing: Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs

shall be billed monthly and total resulting compensation may vary from estimated contract cost.

4.4 Outreach Activities: Daily flat rates for educational outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

5. **Definitions:**

5.1 "Shelter Services," as used in this contract shall include, but is not limited to, the following activities:

5.1.1 Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

5.1.2 Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

5.1.3 Counseling and advising animal owners.

5.1.4 Individual identification and photographing of all newly impounded animals shall be posted on the Shelter website.

5.1.5 Ensuring that all dogs, four months and older, released from the Shelter to a resident of Riverside County are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

5.1.6 Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

5.1.7 Proper disposal of dead animals.

5.1.8 Care and maintenance of the Shelter facility, including land and buildings. "Care" includes, but is not limited to routine and capitol facility maintenance, plus providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

5.2 "Adoptable Animal," shall mean those animals eight weeks of age or older that, at or subsequent to the time the animals are impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared as "vicious" under State and/or local laws and unadoptable.

1 5.3 "Treatable," shall mean an animal with a medical condition such as skin problems,¹¹⁸
2 bad flea or skin infestations, a broken limb, abscess, or problems that may be treated
3 with appropriate resources, holding space, treatment and/or time. "Treatable" shall
4 also mean an animal with behavioral conditions that may be corrected with time and
5 proper training, such as chasing animals/objects, food aggression, etc.

6 5.4 "Untreatable Animal," shall mean any animal that is irremediably suffering from a
7 serious illness or physical injury or behavioral condition and shall not be held for
8 owner redemption or adoption.

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**CITY OF PALM DESERT
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 as established in the Department of Animal Services Amended Service Rate Study of March, 2011; relative to the services to be performed under this Agreement as follows:

1. Animal Sheltering Services:

1.1 Animal Sheltering Services: = \$69,001/year
Flat rate based on prior year impounds x \$115/cat or dog sheltering rate.

1.2 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering (additional cost billed on actual use).

1.3 Large Animal Sheltering swine, goats and sheep and \$12 per animal per day of sheltering (additional cost billed on actual use)

1.4 Operational and Maintenance (O&M) Costs: \$6,273/year.

1.5 Estimated License services: 1,411 x 5.85 = \$8,257/year.

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

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is two hundred ninety-six thousand one hundred seventy-three dollars (\$296,173) for the period commencing January 16, 2012 through June 30, 2015.

Service	11/12	12/13	13/14	14/15	Totals
*Shelter Service	\$31,050	\$69,001	\$69,001	\$69,001	\$238,053
O & M Costs	\$6,273	\$6,273	\$6,273	\$6,273	\$25,092
**License Processing	\$8,257	\$8,257	\$8,257	\$8,257	\$33,028
Total	\$45,580	\$83,531	\$83,531	\$83,531	\$296,173

*Shelter Services for Fiscal Year 2011/2012 adjusted for contract expiration of January 15, 2012. This amount is in addition to amount due under current contract. The City will be provided with prior year impound rates by March 31st each year, contract rate will be adjusted for each year of contract by the following formula: Prior year dog/cat impounds x sheltering rate/impound. This formula establishes a fixed rate that will be payable in 1/12th monthly increments.

**License processing costs may fluctuate based on actual number of licenses processed.