

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

911



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

**SUBMITTAL DATE:**  
January 26, 2012

**SUBJECT:** Ratify Agreement 11-121 between City of Desert Hot Springs and the County of Riverside Department of Animal Services for animal shelter services

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

- 1) Ratify Agreement 11-121 between City of Desert Hot Springs 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 \$545,952; 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 field and shelter services for the City of Desert Hot Springs (City) since May 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 page 2)

*Robert Miller*

RM:nd

Robert Miller, Director  
Department of Animal Services

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 64,672	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	11/12

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

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

**APPROVE**

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 2/16/12  
 SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 7/17/12  
 DATE  
 BRUCE G. FORDON  
 Departmental Concurrence

Consent  
 Policy  
 Consent  
 Policy

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

**Prev. Agn. Ref.:**

**District:** 5/4

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.10**

**Form 11****SUBJECT:** Ratify Agreement 11-121 between City of Desert Hot Springs 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 Services Amended Service Rate Study of March, 2011.

<b>Service</b>	<b>FY11/12</b>	<b>FY12/13</b>	<b>FY13/14</b>	<b>FY14/15</b>	<b>Totals</b>
*License Processing (Estimated)	Under Current Field Contract	Under Current Field Contract	\$5,458	\$5,458	\$10,916
Operation & Maintenance	\$15,760	\$15,760	\$15,760	\$15,760	\$63,040
**Shelter Service (Fixed)	\$48,912	\$108,693	\$141,028	\$173,363	\$471,996
<b>Totals</b>	<b>\$64,672</b>	<b>\$124,453</b>	<b>\$162,246</b>	<b>\$194,581</b>	<b>\$545,952</b>

The scheduled compensation payable to COUNTY for services as set forth in this agreement is five hundred forty-five thousand nine hundred fifty-two dollars (\$545,952) for the period commencing January 16, 2012 through June 30, 2015.

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

\*\* Shelter Services for FY11/12 adjusted for contract expiration of January 15, 2012. This amount is in addition to amount due under current contract.

**FINANCIAL:**

In accordance with Department of Animal Services Rate Study of March 2011, the annual sheltering cost for Desert Hot Springs is \$173,363 per year. Prior sheltering cost for the City was \$76,358. Due to extreme financial hardship resulting from this increase the contract provides reduced rates that gradually bring the City to assume full sheltering cost by contract end.

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 11-121	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600300	PROJECT-GRANT	ACCOUNT: 773220,773210,773230
CLASS/LOCATION: 8602		CONTRACT AMOUNT: \$545,952	
PERIOD OF PERFORMANCE: January 16, 2012 through June 30, 2015			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Richard Daniels (760) 329-6411	
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 Desert Hot Springs, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control and shelter services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Desert Hot Springs, 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, Exhibit B consisting of 2 pages, attached hereto and incorporated herein.

COUNTY

CITY

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

By \_\_\_\_\_

Date \_\_\_\_\_

By RICHARD A. DANIELS  
Print Name

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_

Date 1/24/12

FORM APPROVED COUNTY COUNSEL  
BY Bruce G. Fordon 2/14/12  
BRUCE G. FORDON DATE

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**1. COUNTY OBLIGATIONS:**

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

**2. PERIOD OF PERFORMANCE:**

The Animal Shelter Se vices as referenced in EXHIBIT A of 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

1 or compromise in no manner whatsoever limits or circumscribes CITY's  
2 indemnification to COUNTY as set forth herein. CITY's obligation to defend,  
3 indemnify and hold harmless COUNTY shall be subject to COUNTY having given  
4 CITY written notice within a reasonable period of time of the claim or of the  
5 commencement of the related action, as the case may be, and information and  
6 reasonable assistance, at CITY's expense, for the defense or settlement thereof.  
7 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY  
8 the appropriate form of dismissal relieving COUNTY from any liability for the action  
9 or claim involved.

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

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

27 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,  
28 COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any  
such action or claim without the prior consent of CITY provided, however, that any  
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.

1 6. **INSURANCE:** COUNTY agrees to maintain the following insurance coverage's 11-121  
during the term of this Agreement:

2 **6.1 Workers' Compensation:**

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

6 **6.2 Commercial General Liability:**

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

10 **6.3 Vehicle Liability:**

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

14 **6.4 General Insurance Provisions - All lines:**

15 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be  
16 admitted to the State of California and have an A M BEST rating of not less  
17 than A: VIII (A:8).

18 **6.4.2** The insurance requirements contained in this Agreement may be met with  
19 a program(s) of self-insurance.

20 **6.4.3** COUNTY shall provide CITY with a properly executed Certificate(s) of  
21 Insurance.

22 **7. TERMINATION:**

23 CITY and COUNTY reserve the right to terminate this Agreement at any time, with or  
24 without cause, upon one hundred eighty (180) days advance written notice stating the  
25 extent and effective date of termination. Upon receipt of any notice of termination  
26 from CITY, COUNTY shall immediately cease all services hereunder except such as  
27 may be specifically approved in writing by CITY and COUNTY. COUNTY shall be  
28 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.

1 **9. ALTERATION;**

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

6 **10. SEVERABILITY:**

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

10 **11. RECORDS:**

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

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

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

21 **13. NONDISCRIMINATION:**

22 During the performance of this contract, COUNTY agrees that it shall not discriminate  
23 on the grounds of race, religious creed, color, national origin, ancestry, age, physical  
24 disability, mental disability, medical condition including the medical condition of  
25 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,  
26 marital status, sex or sexual orientation in the selection and retention of employees and  
27 subcontractors and the procurement of materials and equipment, except as provided in  
28 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  
to any other county. In the event either party hereto shall bring suit to enforce any term  
of this contract to recover any damages for and on account of the breach of any term

1 or condition of this contract, it is mutually agreed that the prevailing party in such action<sup>1-121</sup>  
2 shall recover all costs thereof including reasonable attorneys' fees to be set by the court  
3 in such action.

4 **15. ASSIGNMENT:**

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

10 **16. AMENDMENTS:**

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

16 **17. NOTICES:**

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

20 **COUNTY:**

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

20 **Additional Copy COUNTY:**

21 Department of Animal Services  
22 Director of Animal Services  
23 6851 Van Buren Boulevard  
24 Riverside, CA 92509  
25 (951) 358-7442

26 **CITY:**

27 City of Desert Hot Springs  
28 City Manager  
65-950 Pierson Blvd.  
Desert Hot Springs, CA 92440  
(760) 329-6411

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

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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 Desert Hot Springs, 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:** Maintenance of a program to provide for the participation of Volunteer’s in programs relating to animals.

3.4 **Enforcement:** 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.

3.5 **Incoming Animal Identification:** Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of

1 arrival to the Shelter. Shelter staff shall make all attempts to notify owners  
2 within twenty-four (24) hours of the animal impounded by COUNTY.

3 **3.6 Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals  
4 suspected of being rabid, or involved in a bite investigation.

5 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all  
6 animals impounded and/or quarantined at the Shelter.

7 **3.8 Incoming Animal Examinations/Assessments:** A cursory exam will be performed  
8 within twelve (12) hours, except after regular business hours when the examination  
9 will be performed within twenty-four (24) hours. Incoming animal assessment must  
10 include the following:

11 **3.8.1** A physical examination to determine if a medical condition exists which  
12 requires a veterinarian's attention

13 **3.8.2** Routine vaccinations and de-worming, as needed

14 **3.8.3** External parasite treatment, as necessary

15 **3.8.4** Document the animal's incoming weight

16 **3.8.5** Scan for microchip identification

17 **3.8.6** Establish unique identifier for the animal

18 **3.8.7** Document any identifying features or abnormalities. The COUNTY shall  
19 properly document on an animal-by-animal basis that an  
20 examination/assessment is performed.

21 **3.9 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be  
22 conducted in accordance with guidelines established by the Department of Animal  
23 Services.

24 **3.10 Adoption:** Animals identified as being available for adoption are placed in  
25 adoptable areas of the Shelter.

26 **3.11 Community Adoption Partners:** California Food & Agricultural Code, Sections  
27 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this  
28 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:** A foster care placement program 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  
custody of the Shelter either under impoundment or quarantine shall be deemed  
unsuitable for adoption and shall not be released except as required by law or at the

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

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

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

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

**3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall 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 States, American Humane Association and American Veterinary Medical Association.

**3.22 Provision of Personnel and Supplies:** COUNTY will 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. 11-121

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2 **3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to  
3 livestock and fowl, either at the Shelter or at another location when such animals  
4 cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless  
5 of shelter location shall be charged to the owner of the animal, if known. If the  
6 animal's owner wishes to redeem the animal, the owner shall first pay all applicable  
7 fees and charges at the Shelter; except as otherwise required by law, then and only  
8 then, will the COUNTY authorize release of the animal. COUNTY shall notify  
9 CITY in writing where said expenses reach the amount of \$5,000 or greater per  
10 incident. Such expenses shall not exceed the amount of \$25,000 per incident unless  
11 authorized in writing by CITY.

12 **3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive,  
13 which has been impounded, in custody, or in quarantine at the Shelter to be given  
14 away, disposed of, traded, sold or in any manner given over to another person,  
15 organization or entity for experimentation, regardless of purpose. COUNTY shall be  
16 responsible for the disposal of animal remains in its custody or control, subject to  
17 applicable laws.

18 **3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in  
19 this contract. COUNTY's policies and procedures for Shelter Services shall be based  
20 on standards and/or guidelines derived from reputable animal care organizations  
21 including, but not limited to the following: Humane Society of the United States,  
22 American Humane Association and American Veterinary Medical Association.

23 **4. Compensation:**

24 **4.1 Compensation for Sheltering:** Compensation for shelter services shall be based upon  
25 established rate for shelter service at specified primary shelter location and prior year  
26 impounds of dogs and cats. An annual rate shall be established based on these factors  
27 and payable monthly in 1/12<sup>th</sup> increments. Additional costs for large animal sheltering  
28 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 1/12<sup>th</sup> 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 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

1 actual outreach activity; however actual outreach activity time will be reduced by<sup>11-12</sup>  
2 travel and preparation time the day of the event.

3 **5. Definitions:**

4 **5.1** "Shelter Services," as used in this contract shall include, but is not limited to, the  
5 following activities:

6 **5.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all  
7 stray domestic animals. Livestock, exotics and the impoundment of wildlife  
8 as may be delivered and/or received at the Shelter until an appropriate wildlife  
9 agency can be contacted and the wildlife then transferred into their custody.

10 **5.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

11 **5.1.3** Counseling and advising animal owners.

12 **5.1.4** Each animal shall be identified individually and photographs of all newly  
13 impounded animals shall be posted on the Shelter website.

14 **5.1.5** Ensuring that all dogs, four months and older, released from the Shelter to a  
15 resident of Riverside County are licensed and, if not licensed, to sell license  
16 to the owner or other person taking custody of each such dog. In accordance  
17 with COUNTY ordinances, require the micro-chipping of released animals at  
18 the owner's expense.

19 **5.1.6** Humane euthanasia of animals as lawful and necessary, including the  
20 creation of a log detailing those animals that are euthanized and the reasons  
21 for such euthanasia on an animal-by-animal basis. This log shall further state  
22 whether the animal was unhealthy and unsuitable for adoption.

23 **5.1.7** Proper disposal of dead animals.

24 **5.1.8** Care and maintenance of the Shelter facility, including land and buildings.  
25 "Care" includes, but is not limited to providing a safe, temporary refuge for  
26 any animal impounded, and providing needed medical services for  
27 injured/sick animals or transfer of animal to the appropriate agency.

28 **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 are unadoptable.

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

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

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**CITY OF DESERT HOT SPRINGS  
EXHIBIT B  
PAYMENT PROVISIONS**

6 CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and  
7 accounting thereof by COUNTY to CITY those fees as established in the Department of Animal  
8 Services Amended Service Rate Study of March 2011.

9 Upon a submission of extreme financial hardship letter by a CITY currently under contract,  
10 the COUNTY may negotiate a service contract containing reduced contract rates and fees with  
11 such contract. The contract proposed includes reduced contract rates to give the CITY an  
12 opportunity to adjust to cost increases relative to the services to be performed under this  
13 Agreement as follows:

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**1. Animal Shelter Services:**

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- 1.1** Animal Sheltering Services: FY11/12 \$48,912 (Due to rate increase a step plan is offered.)
- 1.2** Operational Maintenance (O&M) Costs \$15,760/year.
- 1.3** Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering (additional cost billed on actual use)
- 1.4** Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering (additional cost billed on actual use)

**2. Animal License Processing:**

- 2.1** Estimated Licensing services: 933 x \$5.85 per license = \$5,458/year

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

<b>Service</b>	<b>FY11/12</b>	<b>FY12/13</b>	<b>FY13/14</b>	<b>FY14/15</b>	<b>Totals</b>
*License Processing (Estimated)	Under current Field Contract	Under Current Field Contract	\$5,458	\$5,458	\$10,916
Operation & Maintenance	\$15,760	\$15,760	\$15,760	\$15,760	\$63,040
**Shelter Service (Fixed)	\$48,912	\$108,693	\$141,028	\$173,363	\$471,996
<b>Totals</b>	<b>\$64,672</b>	<b>\$124,453</b>	<b>\$162,246</b>	<b>\$194,581</b>	<b>\$545,952</b>

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is five hundred forty-five thousand nine hundred fifty-two dollars (\$545,952) for the period commencing January 16, 2012 through June 30, 2015.

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

\*\*Shelter Services adjusted for contract expiration of January 15, 2012. This amount is in addition to amount due under current contract. In accordance with Department of Animal Services Rate Study of March 2011, the annual sheltering cost for Desert Hot Springs is \$173,363 per year. Prior sheltering cost for the City was \$76,358. Due to extreme financial hardship resulting from this increase the contract provides reduced rates that gradually bring the City to assume full sheltering cost by contract end.

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