

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

236



FROM: Community Health Agency/Department of Animal Services

SUBMITTAL DATE:
March 15, 2012

SUBJECT: Agreement between the City of Indio and the County of Riverside Department of Animal Services for animal shelter services

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve agreement between the City of Indio and the County of Riverside Department of Animal Services for animal shelter services to the City, for the period of April 1, 2012 through June 30, 2015 for the amount of \$85,096 for fiscal year 2011/2012, with the total amount of \$1,106,320 for the term of this agreement and;
- 2) Authorize the Chairperson to execute three agreements on behalf of the County of Riverside.

The City of Indio "City" would like the County of Riverside "County" to provide animal shelter services to the City in order to safeguard the health and safety of the population of the City's human and domestic animal population as well as promote the humane treatment of animals. The County of Riverside will house the City's animal at the Coachella Valley Animal Campus.

Robert P. Miller
Robert P. Miller, Director Dept. of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 85,096	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 City of Indio	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<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* 3/20/12 BY: *Bruce G. Fordon* 3/15/12
 DATE: 3/15/12
 FORM APPROVED COUNTY COUNSEL

- Policy
- Consent
- Policy
- Consent

Dept Recomm.:
Per Exec. Ofc.:

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.8

Form 11

Subject: Approve Agreement 12-058 between the County of Riverside Department of Animal Services and the City of Indio for Animal Shelter Services

Page 2

FINANCIAL DATA:

City will be charged for actual services rendered in accordance with fees established by County of Riverside Ordinance 630. Charges will be billed monthly to City.

Fees for services are included in departmental budget. No budget adjustment required.

Service	FY11/12	FY12/13	FY13/14	FY14/15	Total
Shelter Service (Fixed) *	\$75,730	\$302,940	\$302,940	\$302,940	\$984,550
License Processing ** (Estimated)	\$2,058	\$8,236	\$8,236	\$8,236	\$26,766
Operation & Maintenance	\$7,308	\$29,232	\$29,232	\$29,232	\$95,004
Annual Totals	\$85,096	\$340,408	\$340,408	\$340,408	\$1,106,320

1 **AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**
2 **AND THE CITY OF INDIO FOR ANIMAL SHELTERING SERVICES**

3 This Agreement is made and entered into on this _____ day of _____, 2012, by
4 and between the County of Riverside ("County") and the City of Indio, a municipal corporation.

5 WHEREAS, the City desires to contract with the County for the performance of animal
6 shelter services through the County's Department of Animal Services;

7 WHEREAS, such agreement is authorized by Government Code Section 51301;

8 WHEREAS, the County is agreeable to rendering such services on the terms and conditions
9 as set forth herein;

10 NOW, THEREFORE, for the mutual consideration, the sufficiency of which is set forth
11 herein, the parties now agree as follows:

12 **1. COUNTY OBLIGATIONS.**

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

15 **2. PERIOD OF PERFORMANCE.**

16 The Animal Shelter Services as referenced in EXHIBIT A of this Agreement shall be
17 effective on April 1, 2012 through June 30, 2015, unless terminated as specified in Section
18 7, TERMINATION.

19 **3. COMPENSATION.**

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

23 **4. AVAILABILITY OF FUNDING.**

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

5. HOLD HARMLESS/INDEMNIFICATION.

5.1 CITY shall indemnify, defend 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 negligent or willful misconduct of CITY, its officers, employees,
 subcontractors, agents or representatives, including but not limited to property
 damage, bodily injury, or death or any other element of any kind or nature
 whatsoever. In addition, CITY shall indemnify, defend and hold harmless the
 COUNTY and its elective and appointive boards, commissions, officials, officers,

1 agents, employees, volunteers and representatives arising from CITY'S performance
2 of its obligations under this agreement, including that performed by CITY's officers,
3 agents, employees, subcontractors, agents or representatives. CITY shall defend, at
4 its sole expense, all costs and fees including but not limited to attorney fees, cost of
5 investigation, defense and settlements or awards of all Agencies, Districts, Special
6 Districts and Departments of the County of Riverside, their respective directors,
7 officers, Board of Supervisors, elected and appointed officials, employees, agents
8 and representatives in any such action or claim or action.

6 **5.2** With respect to any action or claim subject to indemnification herein by CITY,
7 CITY shall, at its sole cost, have the right to use counsel of its own choice and shall
8 have the right to adjust, settle, or compromise any such action or claim without the
9 prior consent of COUNTY; provided, however, that any such adjustment, settlement
10 or compromise in no manner whatsoever limits or circumscribes CITY's
11 indemnification to COUNTY as set forth herein. CITY's obligation to defend,
12 indemnify and hold harmless COUNTY shall be subject to COUNTY having given
13 CITY written notice within a reasonable period of time of the claim or of the
14 commencement of the related action, as the case may be, and information and
15 reasonable assistance, at CITY's expense, for the defense or settlement thereof.
16 CITY's obligation hereunder shall be satisfied when CITY has provided to
17 COUNTY the appropriate form of dismissal relieving COUNTY from any liability
18 for the action or claim involved.

14 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
15 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
16 from third party claims as set forth in Section 5.1.

16 **5.4** COUNTY shall indemnify, defend and hold harmless the CITY, and its elective and
17 appointive boards, commissions, officials, officers, agents, employees, volunteers
18 and representatives from any liability, claim, damage or action whatsoever, based
19 or asserted upon any negligent or willful misconduct of COUNTY its officers,
20 employees, subcontractors, agents or representatives, including but not limited to
21 property damage, bodily injury, or death or any other element of any kind or nature
22 whatsoever. In addition, County shall indemnify, defend and hold harmless the
23 CITY, and its elective and appointive boards, commissions, officials, officers,
24 agents, employees, volunteers and representatives arising from COUNTY's
25 performance of its obligations under this agreement, including that performed by
26 COUNTY's officers, agents, employees, subcontractors, agents or representatives .
27 COUNTY shall defend at its sole expense, all costs and fees including but not
28 limited to attorney fees, cost of investigation, defense and settlements or awards of
all Agencies, Districts, Special Districts and Departments of the CITY, their
respective directors, officers, governing body, elected and appointed officials,
employees, agents and representatives in any claim or action.

26 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,
27 COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any
28 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

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

6 **5.6** The specified insurance limits required in this Agreement shall in no way limit or
7 circumscribe COUNTY's obligations to indemnify and hold harmless the CITY
8 herein from third party claims as set forth in Section 5.4

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

10 **6.1 Workers' Compensation**

11 COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as
12 prescribed by the laws of the State of California. Policy shall include Employers'
13 Liability (Coverage B) including Occupational Disease with limits not less than
14 \$1,000,000 per person per accident.

13 **6.2 Commercial General Liability**

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

17 **6.3 Vehicle Liability**

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

20 **6.4 General Insurance Provisions - All lines**

21 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
22 admitted to the State of California and have an A M BEST rating of not less
23 than A: VIII (A:8).

23 **6.4.2** The insurance requirements contained in this Agreement may be met with a
24 program(s) of self-insurance.

25 **7. TERMINATION.**

26 CITY and COUNTY reserve the right to terminate this Agreement at any time, with or
27 without cause, upon one hundred eighty (180) days advance written notice stating the extent
28 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

1 in writing by CITY thereafter.

2 **8. FORCE MAJEURE.**

3 **8.1** In the event the COUNTY is unable to comply with any provision of this Agreement
4 due to causes beyond their control such as acts of God, acts of war, civil disorders,
5 or other similar acts, COUNTY will not be held liable to CITY for such failure to
6 comply.

7 **8.2** In the event CITY is unable to comply with any provision of this Agreement due to
8 causes beyond their control such as acts of God, acts of war, civil disorders, or other
9 similar acts, CITY will not be held liable to COUNTY for such failure to comply.

10 **9. ALTERATION.**

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

15 **10. SEVERABILITY.**

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

19 **11. RECORDS.**

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

26 **12. NO THIRD PARTY BENEFICIARY.**

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

13. NONDISCRIMINATION.

During the performance of this contract, COUNTY agrees that it shall not discriminate on
the grounds of race, religious creed, color, national origin, ancestry, age, physical disability,
mental disability, medical condition including the medical condition of Acquired Immune
Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital
status, sex, gender, gender identity, gender expression or sexual orientation in the selection
and retention of employees and 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.

1 **14. VENUE.**

2 Any action at law or in equity brought by either of the parties hereto for the purpose of
3 enforcing a right or rights provided for by this contract shall be tried in a court of competent
4 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all
5 provisions of law providing for a change of venue in such proceedings to any other county.
6 In the event either party hereto shall bring suit to enforce any term of this contract to
7 recover any damages for and on account of the breach of any term or condition of this
8 contract, it is mutually agreed that the prevailing party in such action shall recover all costs
9 thereof including reasonable attorneys' fees to be set by the court in such action.

10 **15. ASSIGNMENT.**

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

16 **16. AMENDMENTS.**

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

22 **17. NOTICES.**

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

26 **COUNTY:**

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

Additional Copy COUNTY:

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

CITY:

City of Indio
City Manager
100 Civic Center Mall
Indio, CA 92201
(760) 391-4015

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

1 EXECUTED the _____ day of _____ 2012, at Indio, California.

2 CITY OF INDIO

3

4

DAN MARTINEZ
City Manager

5

6 ATTEST:

7

8

CYNTHIA HERNANDEZ
City Clerk

9

10

11 APPROVED AS TO FORM

12

13

ROXANNE M. DIAZ
City Attorney

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY OF RIVERSIDE

John Tavaglione, Chairman
Board of Supervisors

Date

APPROVED AS TO FORM



County Counsel

ATTEST: Kecia Harper-Ihem, Clerk

By _____

CITY OF INDIO
EXHIBIT A
SCOPE OF ANIMAL SHELTER SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide to the City of Indio, hereinafter referred to as CITY, the following services including Shelter Services as defined and described herein:

1. Shelter Location:

The COUNTY will provide kennel and animal Shelter Services stray or relinquished animals attributable to the CITY 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 and housing 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 in accordance with applicable state and federal laws.

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:

COUNTY shall provide the following Shelter Services, as defined in Section 5.1 and is further described in this Section 3 under this Agreement and in compliance with the applicable state and federal laws, as they may be amended from time to time during the term of this Agreement, including but not limited to the applicable provisions of the California Food and Agricultural Code. If there is an inconsistency between the terms of this Agreement and state law, the state law provisions shall prevail and the parties agree that the COUNTY shall follow the provisions of state law as applicable.

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 those 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.

- 1 **3.3 Volunteer Program:** Maintenance of a program to provide for the participation of
2 Volunteer's in programs relating to animals. All such volunteers shall be under the
3 direct control of the COUNTY as set forth in Section 3.17 of this Agreement.
- 4 **3.4 Incoming Animal Identification:** Incoming animals must be checked immediately
5 for collar tag, and scanned for microchip by qualified Shelter staff within one hour
6 of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within
7 twenty-four (24) hours of the animal impound by COUNTY and shall comply with
8 the provisions of California Food and Agriculture Code Section 32001, as may be
9 amended from time to time, or any other applicable provisions.
- 10 **3.5 Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals
11 suspected of being rabid, or involved in a bite investigation.
- 12 **3.6 Impoundments and Quarantines:** COUNTY shall house, feed and care for all
13 animals impounded and/or quarantined at the Shelter.
- 14 **3.7 Incoming Animal Examinations/Assessments:** A cursory exam will be performed
15 within twelve (12) hours, except after regular business hours when the examination
16 will be performed within twenty-four (24) hours. Incoming animal assessment must
17 include the following:
- 18 **3.7.1** A physical examination to determine if a medical condition exists, which
19 requires a veterinarian's attention
- 20 **3.7.2** Routine vaccinations and de-worming, as needed
- 21 **3.7.3** External parasite treatment, as necessary
- 22 **3.7.4** Document the animal's incoming weight
- 23 **3.7.5** Scan for microchip identification
- 24 **3.7.6** Establish unique identifier for the animal
- 25 **3.7.7** Document any identifying features or abnormalities. The COUNTY shall
26 properly document on an animal-by-animal basis that an
27 examination/assessment is performed.
- 28 **3.8 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be
 conducted in accordance with guidelines established by the Department of Animal
 Services.
- 3.9 Adoption:** Animals identified as being available for adoption are placed in
 adoptable areas of the Shelter.
- 3.10 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 (except as provided for in Section 17005) shall, prior to the euthanasia of
 that animal be released to a nonprofit, as defined in Section 501(c) (3) of the Internal

1 Revenue Code, animal rescue or adoption organization if requested by the
2 organization prior to the scheduled euthanasia of that animal. The public or private
3 shelter may enter into cooperative agreements with any animal organization or
4 adoption organization. In addition to any required spay or neuter deposit, the public
5 or private shelter, at its discretion, may assess a fee, not to exceed the standard
6 adoption fee, for animals adopted or released.” The COUNTY shall comply with
7 the provisions of these sections as may be amended from time to time.

8 **3.11 Foster Care Placement:** COUNTY shall provide from time to time a foster care
9 placement program, which assists the Shelter by improving animal care, giving
10 certain animals a better chance of adoption, and lifting the spirits and morale of staff
11 and volunteers.

12 **3.12 Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in
13 custody of the Shelter either under impoundment or quarantine shall be deemed
14 unsuitable for adoption and shall not be released except as required by law or at the
15 Director’s discretion.

16 **3.13 Euthanasia:** Provide humane euthanasia service as required for impounded animals
17 held at the Shelter for the lawful number of days, if such animal is not reclaimed by
18 said animal’s owner and is deemed to be not adoptable by COUNTY. Animals that
19 are irremediably suffering from a serious illness or severe injury may not be held for
20 owner redemption or adoption. Only euthanasia methods approved by the American
21 Veterinary Medical Association shall be used. Records will be kept for a period of
22 not less than three (3) years on each euthanized animal including the following
23 information: breed; sex; color; weight; other distinguishing characteristics; date,
24 time and location where animal was found; method of euthanasia and reason for use
25 of method.

26 **3.14 Drug Enforcement Agency (DEA):** Additionally, the COUNTY shall comply with
27 all Drug Enforcement Agency (DEA) regulations regarding storage, record-
28 keeping, inventory, use, and disposal of all controlled substances.

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

3.16 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. CITY shall not be liable for the
direct payment of any salaries, wages or other compensation to any COUNTY
employee or volunteer performing services under this Agreement.

- 1 **3.17 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise
2 owner identifiable, for holding periods as required by law.
- 3 **3.18 Missing Animals:** COUNTY shall notify police immediately of any animal found
4 to be missing from the Shelter that had previously been impounded and/or in
5 protective custody.
- 6 **3.19 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to
7 provide maximum public access for the animals, to the extent possible, and in
8 accordance with any applicable state laws
- 9 **3.20 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean
10 and sanitary condition. COUNTY's policies and procedures in this area may
11 include beneficial standards and/or guidelines derived from reputable animal care
12 organizations including, but not limited to, the following: Humane Society of the
13 United States, American Humane Association and American
14 Veterinary Medical Association.
- 15 **3.21 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,
16 materials, medication, pharmaceuticals, and equipment, including forms and reports
17 to perform all aspects of the Shelter Services program provided to CITY under this
18 Agreement. COUNTY agrees that, for the purposes of being in compliance with the
19 requirements of the Occupational Safety and Health Act of 1970, services performed
20 for CITY shall be deemed entirely within COUNTY'S responsibility. COUNTY
21 shall take all necessary precautions for the safety of employees, including but not
22 limited to animal control personnel and volunteers who are COUNTY employees, in
23 their performance under this Agreement. Employees and volunteers of the
24 COUNTY shall not be considered employees or volunteers of CITY.
- 25 **3.22 CITY Access:** COUNTY shall provide access to the authorized representatives of
26 CITY to the entire Shelter during normal business hours, and at such other times
27 upon reasonable notice.
- 28 **3.23 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.
- 3.24 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

1 be responsible for the disposal of animal remains in its custody or control, subject to
2 applicable laws.

3 **3.25 Level of Service Provided:** COUNTY will provide Shelter Services as defined in
4 this contract. COUNTY's policies and procedures for Shelter Services shall be
5 based on standards and/or guidelines derived from reputable animal care
6 organizations including, but not limited to the following: Humane Society of the
7 United States, American Humane Association and American Veterinary Medical
8 Association.

9
10 **4. General Provisions**

11 **4.1** COUNTY shall comply with all laws, ordinances, rules and regulations applicable
12 to the services rendered by COUNTY under this Agreement and to their
13 performance of all the terms and conditions of this Agreement.

14 **4.2** COUNTY representatives shall provide information as requested from members of
15 the general public in the course of providing services under this Agreement.
16 Situations in which general interest leads to direct news media contacts must be
17 dealt with carefully to ensure that all statements or information offered by
18 COUNTY and CITY reflect the policies and positions of the respective parties.
19 COUNTY employees will not speak, in any form, to the media in regard to CITY
20 policy or issues.

21 **4.3** COUNTY shall comply with the record keeping requirements of California Food
22 and Agricultural Code Section 32003, as amended from time to time. In addition,
23 COUNTY shall provide a quarterly or more frequent report to the City or the City
24 Council (as directed by the City Manager) regarding the animal sheltering services
25 under this agreement in a format agreed upon by the Parties.

26 **4.4** CITY shall continue to provide animal field services such as issuance of licenses
27 and permits and response to calls for services from residents, such as pickup and
28 transportation services to the COUNTY animal shelter. CITY shall maintain a
documented log of all animals delivered to the COUNTY. COUNTY shall provide
a sample for CITY'S use.

29 **5. Definitions:**

30 **5.1** "Shelter Services," as used in this contract shall include, but is not limited to, the
31 following activities:

32 **5.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and
33 all stray domestic animals. Livestock, exotics and the impoundment of
34 wildlife as may be delivered and/or received at the Shelter until an
35 appropriate wildlife agency can be contacted and the wildlife then
36 transferred into their custody.

37 **5.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all
38 animals.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.1.3 Counseling and advising animal owners.

5.1.4 Each animal shall be identified individually and photographs 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 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 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 redemption or adoption.

**CITY OF INDIO
EXHIBIT B
PAYMENT PROVISIONS**

1
2
3 A. CITY shall pay COUNTY for the services rendered under this Agreement in the amounts as
4 set forth in paragraph B, which amounts shall be based and subject to the following parameters:

5 1. Compensation for Sheltering: Compensation for shelter services shall be based
6 upon established rate for shelter service at specified primary shelter location and prior year
7 impounds of dogs and cats. An annual rate shall be established based on these factors and payable
8 monthly in 1/12th increments.

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

13 3. License Processing: Compensation for License processing shall be based upon
14 actual licenses processed and licensing processing rate. License processing costs shall be billed
15 monthly and total resulting compensation may vary from estimated contract cost.

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

21 COUNTY shall prior to the beginning of each fiscal year provide CITY in writing with its estimate
22 of the costs for the upcoming fiscal year services as set forth herein.

23 B. CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and
24 accounting thereof by COUNTY to CITY those fees as established in the Department of Animal
25 Services Amended Service Rate Study of March, 2011, relative to the services to be performed
26 under this Agreement as follows:

27 1. Animal Shelter Services:

28 1.1. Animal Sheltering Services: An amount not to exceed \$75,730 for the
remainder of fiscal year 2011-2012 and not to exceed \$302,940 in fiscal year 2012-2013. For fiscal
years 2013-2014 and 2014-2015, the amount shall not exceed \$115 per prior year impound, in
accordance with the rates established by County Ordinance.

1.2. Operational and Maintenance (O&M) Costs: An amount not to exceed
\$7,308 for the remainder of fiscal year 2011-2012 and not to exceed \$29,232 in fiscal year 2012-
2013. For fiscal years 2013-2014 and 2014-2015, the amount shall not exceed \$29,232 per year,
however, said amount shall be based on the previous year prior impounds.

1.3. Large Animal Sheltering of horses and cattle at \$20 per animal per day of
sheltering and will be based on actual sheltering on a monthly basis (additional cost billed on actual
use).

1.4. Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering and will be based on actual sheltering on a monthly basis (additional cost billed on actual use).

2. **Animal License Processing:**

If COUNTY is requested by the CITY to conduct the processing of animal licenses, the CITY shall pay COUNTY a per license administrative handling fee in the amount of \$5.85 per license not to exceed \$8,236 per fiscal year. The COUNTY shall remit to the CITY the remainder of the licensing fee collected on a monthly basis. This is based on past experience and per the following estimation:

Estimated Licensing services: 1,408 x \$5.85 per license = \$8,236/year

3. **Maximum Compensation per Fiscal Year:**

Service	FY11/12	FY12/13	FY13/14	FY14/15	Total
Shelter Service (Fixed) *	\$75,730	\$302,940	\$302,940	\$302,940	\$984,550
License Processing ** (Estimated)	\$2,058	\$8,236	\$8,236	\$8,236	\$26,766
Operation & Maintenance	\$7,308	\$29,232	\$29,232	\$29,232	\$95,004
Annual Totals	\$85,096	\$340,408	\$340,408	\$340,408	\$1,106,320

The total potential compensation payable to COUNTY for all services as set forth in this agreement is one million one hundred six thousand three hundred twenty dollars (\$1,106,320) for the period commencing April 1, 2012 through June 30, 2015.

*Shelter Service Fixed 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. The rates in fiscal years 2013-2014 and 2014-2015 shall be based on the previous year's impounds. The City will be provided with prior year impound rates by March 31st each year.

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