

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

132



FROM: Department of Animal Services

SUBMITTAL DATE:
July 19, 2012

SUBJECT: Ratify the Agreement 12-067 between the City of Jurupa Valley and the County of Riverside Department of Animal Services for animal field and shelter services to the City

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement 12-067 between the City of Jurupa Valley and the County of Riverside Department of Animal Services for animal field and shelter services to the City, for the period of July 1, 2012 through June 30, 2013, in the amount of \$630,998; and
- 2) Direct the Chairperson to execute three (3) original agreements on behalf of the County.

BACKGROUND:

The City of Jurupa Valley "City" is desirous of contracting with the County of Riverside "County" Department of Animal Services "DAS" to provide animal field and shelter services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Ordinances and State laws relating to animal control.

(Continued on page 2)

Robert Miller

Robert Miller, Director
Department of Animal Services

RM:nd

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 630,998	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% funded by the City of Jurupa Valley	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
 FORM APPROVED COUNTY COUNSEL
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong 8/8/12*
 DATE: 8/8/12
 BRUCE G. FORDON
 Departmental Concurrence

Policy Policy

Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: District: 2/2 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.18

Form 11

Subject: Ratify the Agreement 12-067 between the City of Jurupa Valley and the County of Riverside Department of Animal Services for animal field and shelter services to the City

Page 2

BACKGROUND (Continued):

The County will house the City's animals at the Western Riverside County/City Animal Shelter located at 6851 Van Buren Blvd. Jurupa Valley, CA 92509, or at other shelter operated by the County at County's discretion.

FINANCIAL DATA:

The County will initiate a Pilot Integrated Canine Licensing Program "Program" for the City. City authorizes County to collect and retain any and all canine license revenue generated by City residents. Projected revenue will offset the cost of this program and generate \$100,000 in additional revenue to reduce the amount of the contract.

The initial revenue projection for the Program is approximately \$90,000 per officer per year. A similar program in another city grosses over \$100,000 per officer from direct licensing purchases and associated fees. One of every three to four homes visited by a license inspector is found to be in violation of State and/or County rabies vaccination, dog licensing, microchipping or spay/neuter requirements. Additionally, out of compliance residences have, on average, 1.5 dogs per household. These situations are often corrected in 30 to 60 days and often include the altering of the pet. The long term benefit from subsequent license renewal and the integrated approach is not included in these numbers but represents, a significant revenue stream over time. Finally, DAS has identified a significant increase in the number of altered licenses sold which may result in fewer impounds as the overall fertility rate of the dog population is decreased.

The following chart summarizes the fees to be charged by the County for animal services pursuant to this Agreement.

Service	FY12/13
Regular Full-time Field Services	\$254,052
Over-time Field Services* (Estimated)	\$59,122
Enforcement Sweep	\$9,840
Operational and Maintenance Costs	\$26,000
Shelter Services **	\$381,984
Pilot Integrated Canine Licensing Program ***	-\$100,000
Total	\$630,998

The scheduled compensation payable to County for all services as set forth in this Agreement is six hundred thirty thousand nine hundred ninety-eight dollars (\$630,998) for the period commencing July 1, 2012 through June 30, 2013.

*Field Services Rate may fluctuate based on actual overtime usage.

**Shelter Services rate based on \$138 multiplied by total number of impounds from the most recent prior fiscal year and adjusted annually during contract term.

***County will initiate a Pilot Integrated Canine Licensing Program for the City. City authorizes the County to collect and retain any and all canine license revenue generated by City residents. Projected revenue will offset the cost of this program and generate additional revenue of \$100,000 to reduce the amount of this Agreement.

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 12-067	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200, 4200600300	PROJECT-GRANT	ACCOUNT: 773220,773210,773230
CLASS/LOCATION: 6622		CONTRACT AMOUNT: \$630,998	
PERIOD OF PERFORMANCE: July 1, 2012 through June 30, 2013			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Steve Harding (951) 332-6464	
PROGRAM NAME: Animal Field and 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 Department of Animal Services, hereinafter referred to as COUNTY, and City of Jurupa Valley, 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 Jurupa Valley, 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 field and 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 General Terms consisting of 6 pages, Exhibit A consisting of 5 pages, Exhibit B consisting of 4 pages, Exhibit C consisting of 2 pages, attached hereto and incorporated herein as though set forth in full.

COUNTY

CITY OF JURUPA VALLEY

By _____
John Tavaglione, Board of Supervisors

By Laura Roughton
Laura Roughton, Mayor

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

Date August 2, 2012

FORM APPROVED COUNTY COUNSEL
BY: Bruce G. Fordon 8/7/12
BRUCE G. FORDON DATE

GENERAL PROVISIONS**1. COUNTY OBLIGATIONS:**

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

2. PERIOD OF PERFORMANCE:

The Animal Shelter Services as referenced in EXHIBIT A, and the Animal Field Services as referenced in EXHIBIT B, shall be effective on July 1, 2012 through June 30, 2013, unless terminated as specified in Section 7, TERMINATION.

3. COMPENSATION:

In consideration of services provided by COUNTY pursuant to EXHIBIT A, and EXHIBIT B, COUNTY shall be entitled to receive payment as specified in EXHIBIT C, PAYMENT PROVISIONS FOR ANIMAL FIELD AND SHELTER SERVICES, 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 C.

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.

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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, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY 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 CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

5.4 COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, governing bodies, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any negligent or willful misconduct of COUNTY 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 arising from the performance by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY 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 CITY, their respective directors, officers, governing body, elected and appointed officials, employees, agents and representatives in any claim or action based upon such negligent or omissions.

5.5 With respect to any action or claim subject to indemnification herein by COUNTY, 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.

1 5.6 The specified insurance limits required in this Agreement shall in no way limit or 12-067
2 circumscribe COUNTY's obligations to indemnify and hold harmless the CITY
3 herein from third party claims.

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

6 6.1 **Workers' Compensation:**

7 COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as
8 prescribed by the laws of the State of California. Policy shall include Employers'
9 Liability (Coverage B) including Occupational Disease with limits not less than
10 \$1,000,000 per person per accident.

11 6.2 **Commercial General Liability:**

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

16 6.3 **Vehicle Liability:**

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

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).

24 6.4.2 The insurance requirements contained in this Agreement may be met with
25 a program(s) of self-insurance. The program of self-insurance shall be
26 approved by the City Manager.

27 6.4.3 The City, its elected officials, officers, employees and contractor service as
28 City officials, shall be named as additional insureds on the County's
Commercial General Liability and Vehicle Liability Policies.

7. **TERMINATION:**

Except as provided below, 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. CITY may terminate this
Agreement on thirty (30) days notice in the event the City Council makes a finding that
CITY funds are not available for the reimbursement of COUNTY's fees as provided in
Section 4. 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:

1 8.1 In the event the COUNTY is unable to comply with any provision of this Agreement
2 due to causes beyond their control such as acts of God, acts of war, civil disorders, or
3 other similar acts, COUNTY will not be held liable to CITY for such failure to comply
4 to the extent of such delay.

5 8.2 In the event CITY is unable to comply with any provision of this Agreement due to
6 causes beyond their control such as acts of God, acts of war, civil disorders, or other
7 similar acts, CITY will not be held liable to COUNTY for such failure to comply to the
8 extent of such delay.

9 8.3 In the event either party wishes to invoke the force majeure provision of this
10 paragraph, it shall notify the other within ten (10) days of the commencement of the
11 event and shall describe the event causing the delay and the duration of the delay.

9. ALTERATION:

12 No alteration or variation of the terms of this Agreement shall be valid unless made in
13 writing and signed by the parties hereto, as authorized by their respective governing bodies,
14 and no oral understanding or agreement not incorporated herein, shall be binding on any of
15 the parties hereto. The City Manager and Director of Animal Services may enter into
16 Operating Memoranda, as may be necessary or desirable, that will provide in writing for the
17 administrative implementation of the provisions of this Agreement without amendment of
18 this Agreement.

10. SEVERABILITY:

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

11. RECORDS:

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

12. NO THIRD PARTY BENEFICIARY:

28 This contract between CITY and COUNTY is intended for the mutual benefit of the two
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

1 on the grounds of race, religious creed, color, national origin, ancestry, age, physical
2 disability, mental disability, medical condition including the medical condition of
3 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,
4 marital status, sex or sexual orientation in the selection and retention of employees and
5 subcontractors and the procurement of materials and equipment, except as provided in
6 Section 12940 of the Government Code of the State of California. Further, COUNTY
7 agrees to conform to the requirements of the Americans with Disabilities Act in the
8 performance of this contract.

9 **14. VENUE:**

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

19 **15. ASSIGNMENT:**

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

25 **16. AMENDMENTS:**

26 Any amendments, including any supplements, to this contract shall be in writing and
27 shall have the approval of the Board of Supervisors of COUNTY and the CITY
28 Council. This is the entire contract for Animal Field and Shelter Services and supersedes
any prior written or oral contract inconsistent herewith. Any amendment will be presented
to the City Manager prior to CITY Council approval. The City Manager and Director of
Animal Services may enter into Operating Memoranda, as may be necessary or desirable,
that will provide in writing for the administrative implementation of the provisions of this
Agreement without amendment of this Agreement.

17. NOTICES:

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

COUNTY:

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

CITY:

City of Jurupa Valley
City Manager
8304 limonite Avenue, Suite M
Jurupa Valley, CA 92509
(951) 332-6464

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 Jurupa Valley, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Western Riverside County/City Animal Shelter, 6851 Van Buren Boulevard, Jurupa Valley, CA 92509 ("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

1 for collar tag, and scanned for microchip by qualified Shelter staff within one 12-067
2 hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners
3 within twenty-four (24) hours of the animal impound by COUNTY.

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

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

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

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

14 **3.8.2** Routine vaccinations and de-worming, as needed

15 **3.8.3** External parasite treatment, as necessary

16 **3.8.4** Document the animal's incoming weight

17 **3.8.5** Scan for microchip identification

18 **3.8.6** Establish unique identifier for the animal

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

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

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

27 **3.11 Community Adoption Partners:** California Food & Agricultural Code, Sections
28 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: 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

Director's discretion.

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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, 12-067
and at such other times upon reasonable notice.

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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.

9 **3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive,
10 which has been impounded, in custody, or in quarantine at the Shelter to be given
11 away, disposed of, traded, sold or in any manner given over to another person,
12 organization or entity for experimentation, regardless of purpose. COUNTY shall
13 be responsible for the disposal of animal remains in its custody or control, subject to
14 applicable laws.

13 **3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in
14 this contract. COUNTY's policies and procedures for Shelter Services shall be
15 based on standards and/or guidelines derived from reputable animal care
16 organizations including, but not limited to the following: Humane Society of the
17 United States, American Humane Association and American Veterinary Medical
18 Association.

18 **4. Definitions:**

19 **4.1** "Shelter Services," as used in this contract shall include, but is not limited to, the
20 following activities:

20 **4.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all
21 stray domestic animals. Livestock, exotics and the impoundment of wildlife
22 as may be delivered and/or received at the Shelter until an appropriate
23 wildlife agency can be contacted and the wildlife then transferred into their
24 custody.

24 **4.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

25 **4.1.3** Counseling and advising animal owners.

25 **4.1.4** Each animal shall be identified individually and photographs of all newly
26 impounded animals shall be posted on the Shelter website.

26 **4.1.5** Ensuring that all dogs, four months and older, released from the Shelter to a
27 resident of Riverside County are licensed and, if not licensed, to sell license
28 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.

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4.1.6 Humane euthanasia of animals is lawful and necessary, including the 12-067
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.

4.1.7 Proper disposal of dead animals.

4.1.8 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.

4.2 “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.

4.3 “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.

4.4 “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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EXHIBIT B
SCOPE OF ANIMAL FIELD SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field services for the City of Jurupa Valley, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
 - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
 - 1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance..
 - 1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
 - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to COUNTY. COUNTY will also issue to CITY's Manager, or his/her designee, a copy of all animal bite reports within one week of completion.
 - 1.5 **Quarantine:** Quarantine, as prescribed by State law and COUNTY Ordinances as codified under Riverside COUNTY Code Title 6, or any successor thereto (hereinafter referred to as "Riverside COUNTY Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
 - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance.
 - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
 - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
 - 1.9 **Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents in accordance with the Pilot Integrated Licensing Program. COUNTY shall verify dog license status when responding to the requests for service or when responding to the complaints about animal behavior. The Animal Control Officer, as part of

1 said officer's regular animal control duties as defined by, but not limited to, the 12-067
2 terms of this contract, shall conduct license inspection activities during animal control
3 investigations so as to ascertain the number of unlicensed dogs, to license such dogs
4 and to foster compliance with City Municipal Code. COUNTY shall also provide an
5 automated or manual verification system whereby owners can verify the status of their
6 Animal's license by telephone.

7 **1.10 Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog
8 kennels and catteries within CITY pursuant to CITY's municipal codes, and collect
9 fees in connection therewith. All fees for licenses to operate dog kennels and catteries
10 shall be retained by COUNTY.

11 **1.11 Issuance of Warnings and Citations:** Enforce all appropriate provisions of
12 Riverside COUNTY Code Title 6 including the issuance of warning notices or
13 citations as necessary for violations of the provisions of said Riverside COUNTY
14 Code Title 6, State law or CITY municipal codes.

15 **1.12 Service to Public:** Provide service to the public on matters covered in this contract
16 consistent with established policies and procedures that promote courteous and
17 efficient service and good public relations. Other policies and procedures
18 notwithstanding, COUNTY, in processing any type of complaint or request for
19 service, will indicate to the caller that a response can be expected as per Section 5
20 below.

21 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
22 Western Riverside County/City Animal Shelter, 6851 Van Buren Boulevard, Jurupa
23 Valley, CA 92509 ("Shelter"), or other shelter operated by the County of Riverside at
24 County's discretion.

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

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

5. Priority of Field Services:

5.1 Definitions: Services are those enforcement activities rendered by COUNTY
pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related
State and CITY codes and are assembled for expediency into two categories:
Emergency and Non-Emergency. Priority Ranking refers to the order of priority

1 with which a call will be handled. All calls will go directly to the dispatcher or 12-067
2 assigned clerical staff for relay to the Animal Control Officer. If a call is
3 "exceptional," as defined in Section 6.4 of this Exhibit, it will be referred to the
4 Supervisor for evaluation and processing.

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

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

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

20 The following definitions of "regular service hours," "limited service" and
21 "holidays" are intended to identify the broad time frames during which specific levels
22 of service will be provided. "Regular Service Hours" shall be deemed to mean
23 between the hours of 7:30am to 5:00pm, Monday through Friday, holidays excepted.
24 "Limited service" shall be deemed to mean between the hours of 5:00pm to 7:30am,
25 Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as
26 herein shall be those as established by the COUNTY and the CITY. The COUNTY
27 shall answer all telephone calls for Field Services during phone center
28 operational hours. Calls shall be received by the COUNTY answering service after
hours and on holidays, as noted above. Calls answered by the answering service will
be handled on an emergency basis as outlined in this Exhibit. The dispatcher and/or
clerical support staff shall maintain a detailed record of all requests, for service, both
emergency and routine, received during regular service hours and after regular service
hours, including time and date, when the calls were answered and the disposition of
those calls. Records of these calls shall be maintained for at least thirty (30)
days. The CITY and COUNTY agree that any incident reports to the COUNTY by
residents or through emergency services involving a dangerous, aggressive,
wild, injured or sick animal constitute an emergency and require immediate action by
the COUNTY pursuant to this contract.

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

5.2 Calls considered as Emergencies to be handled Without Delay:

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

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

Hours:

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

5.4 Exceptions:

- 5.4.1 The Animal Control Director or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. COUNTY shall provide a written report within five (5) business days of making a determination that a variation in priority was required. Qualifying incidents will be determined by the responding officer.
- 5.4.2 City has requested to include response to assistance request regarding non-domestic animals during regular business hours.
- 5.4.3 City has requested to include dead animal removal as a service to be provided after hours, on weekends and holidays.

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EXHIBIT C
PAYMENT PROVISIONS FOR
ANIMAL FIELD AND SHELTER SERVICES

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 by County Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. **Animal Field Services:**

1.1 Two FTE (Annual) Animal Control Officers: $2 \times \$127,026^*/\text{year} = \$254,052$

Full-time 40 hours per week

*The cost to provide one Animal Control Officer to service an area for a total of 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime. Payable monthly in 1/12th increments of \$21,171/monthly.

1.2 Estimated Overtime Services: $721 \text{ hours} \times \$82 \text{ per hour} = \$59,122/\text{year}$
The cost to provide after hours services (evenings, weekends and holidays). To be billed based on actual usage. Estimated total based on past experience.

1.3 Enforcement Sweep – Six (6) hour day: $4 \times \$2,460/\text{per sweep} = \$9,840/\text{year}$

2. **Animal Shelter Services:**

2.1 Animal Sheltering Services: $\$138 \times \text{FY11/12 projected total impounds } 2768 = \$381,984/\text{year}$. Payable monthly in 1/12th increments of \$31,832/monthly.

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

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

2.4 Operational and Maintenance (O&M) Costs based on established rate for the shelter service at the specified primary shelter location, payable monthly in 1/12th increments of $\$2,166.67 \times 12 = \$26,000/\text{year}$.

3. **Pilot Integrated Canine Licensing Program:**

3.1 The COUNTY will initiate a Pilot Integrated Canine Licensing Program for the CITY. COUNTY projects revenue will offset the cost of this program and generate an annual amount of \$100,000 in additional revenue to be used to reduce the amount of the Agreement.

3.2 The CITY will authorize the COUNTY to collect and retain any and all canine license revenue generated by CITY residents during the pilot program and term of the Agreement.

4. **Outreach Activities:**

4.1 Daily flat rates education outreach and shot clinics will be billed based on actual

1 outreach days scheduled. Compensation accounts for full staff time to provide 12-067
2 service for one day. The maximum time possible will be afforded for actual outreach
3 activity; however actual outreach activity time will be reduced by travel and
preparation time the day of the event.

- 4 **5. Summary of Compensation for Animal Services:** The following chart summarizes the
5 fees to be charged by the COUNTY for animal services pursuant to this Agreement.

6

Service	FY12/13
Regular Full-time Field Services	\$254,052
Over-time Field Services* (Estimated)	\$59,122
Enforcement Sweep	\$9,840
Operational and Maintenance Costs	\$26,000
Shelter Services **	\$381,984
Pilot Integrated Canine Licensing Program ***	-\$100,000
Total	\$630,998

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13 The scheduled compensation payable to COUNTY for all services as set forth in this
14 agreement is six hundred thirty thousand nine hundred ninety-eight dollars (\$630,998) for the
15 period commencing July 1, 2012 through June 30, 2013.

16 *Field Services Rate may fluctuate based on actual overtime usage.

17 **Shelter Services rate based on \$138 multiplied by total number of impounds from the most
18 recent prior fiscal year.

19 *** CITY authorizes the COUNTY to collect and retain any and all canine license revenue
20 generated by CITY residents. COUNTY projects revenue will offset the cost of the Program and
21 create an annual amount of \$100,000 in revenue to reduce the amount of the Agreement.

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