

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

505



SUBMITTAL DATE:
October 22, 2012

FROM: Department of Animal Services

SUBJECT: Ratify the Second and Third Amendments to the Animal Control Field Services and Animal Shelter Services Contract between the County of Riverside and City of Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Second Amendment to the Animal Control Field Services Contract between the City of Riverside and the County of Riverside the performance period of July 1, 2007 through June 30, 2017. The Field budgeted amount for Fiscal Years 11/12 and 12/13 is \$1,294,819 annually; and
- 2) Ratify the Third Amendment to the Animal Shelter Services Contract between the City of Riverside and the County of Riverside for the performance period of July 1, 2007 through June 30, 2035. The Shelter budgeted amount for Fiscal Years 11/12 and 12/13 is \$1,434,792; and
- 3) Approve and direct the Chairperson to execute three (3) original copies of the Second and Third Amendments on behalf of the County of Riverside.

BACKGROUND: (See page 2)

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

RPM:BW:nd

| | | | | |
|-----------------------|-------------------------------|--------------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 2,729,611 | 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% fees for services from the City of Riverside | Positions To Be Deleted Per A-30 | <input checked="" type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 10/30/12
BY BRUCE G. FORDON
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 10/30/12
SAMUEL WONG

Consent Policy
 Consent Policy

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

Prev. Agn. Ref.: 12/14/10, 3.10, 4/20/10, 3.78, 12/18/07, 3.8 Districts: 1&2/1&2 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.6

BACKGROUND Continued:

The County of Riverside Department of Animal Services (DAS) has provided animal control field services and animal shelter services to the City of Riverside (City) since 1995.

This Second Amendment will extend the current Animal Control Field Services Contract of July 1, 2007 through June 30, 2012 to July 1, 2007 through June 30, 2017.

Third Amendment for Animal Shelter Services provides current services to the City through June 30, 2035.

The attached Second and Third Amendments provide the amended sections of the Agreement and the budgeted Field and Shelter amounts for Fiscal Years 11/12 and 12/13.

FINANCIAL DATA:

The budgeted annual amount of \$2,729,611 for Fiscal Years 11/12 and 12/13, includes the following:

| Service | Quantity | Each | Yearly | Monthly |
|------------------------------------------------------|----------|---------------------------------------------|--------------------------|---------------------------|
| Sgt. of Field Services | 1 | \$127,026/yr/ea | \$127,026/yr | \$10,585/mo |
| Animal Control Officer | 6 | \$127,026/yr/ea | \$762,156/yr | \$63,513/mo |
| License Inspector | 2 | \$89,315 | \$178,630/yr | \$14,885/mo |
| Estimated Overtime | 1442 | \$82/hr | \$118,244/yr | Billed on actual use |
| Estimated Licensing | 18,592 | \$5.85 | \$108,763/yr | Billed on actual use |
| Total Estimated Field, Overtime and Licensing | | | \$1,294,819/yr | |
| Shelter Services | 10,397 | \$138/per prior FY impounds | \$1,434,792/yr | |
| Outreach Events | 6 | 1 outreach event included per 1600 impounds | Included in shelter rate | |
| Large Animal Sheltering | | \$20/ea/per day | | Actual cost of sheltering |
| Total Shelter | | | *\$1,434,792/yr | \$119,566 |
| Estimated Total of Field and Shelter Costs | | | \$2,729,611/yr | |

*This amount includes six (6) outreach events in the City of Riverside.

The service contract Amendments provide for full recovery of field services and a proportionate share of the cost of providing shelter services. Considering the current staffing and expenditure levels, the sheltering rate is discounted based on a share of cost related to actual animals impounded. However, the department has taken significant measures to reduce the cost of sheltering while maintaining a humane level of care, including such activities as reduction or deletion of special programs, increasing volunteer capacity, and obtaining donations for food.

**SECOND AMENDMENT TO CONTRACT
FOR ANIMAL CONTROL FIELD SERVICES**

COUNTY OF RIVERSIDE

THIS SECOND AMENDMENT TO CONTRACT FOR ANIMAL CONTROL FIELD SERVICES (“Second Amendment”), is made and entered into this 22nd day of October , 2012, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation, hereinafter referred to as “City,” and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as “County,” with respect to the following facts:

RECITALS:

WHEREAS, on July 1, 2007, City and County entered into that certain Contract for Animal Control Field Services (“Agreement”), wherein County agreed to provide animal control field services during the period of July 1, 2007 through June 30, 2012; and

WHEREAS, on April 22, 2010 the City and County entered into a First Amendment to the Agreement; and

WHEREAS, the City and County desire to further amend the Agreement regarding term, compensation, budget and licensing.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the City and County agree to the following amendments to the Agreement:

1. The first sentence of Section 2 Term is hereby amended to extend the term of the Agreement beginning July 1, 2007 and terminating June 30, 2017. All other terms and conditions in Section 2 Term shall remain in full force and effect.

2. Section 3(k) Verification of Dog License Status is hereby amended as follows;

a) The title shall be “Verification of Dog License Status and Other Licensing Services;” and

b) The following sentence shall be added at the end of the paragraph: “County shall also perform all services set forth in Exhibit E “Animal Licensing Services” attached hereto and incorporated herewith.” Exhibit E “Animal Licensing Services” is hereby added to the Agreement.

3. Section 8 Compensation shall be amended in its entirety as follows:

“City and County agree that the costs for services provided under this contract separately, as well as any and all contracts collectively entered into between the County and City for Shelter Services and Field Services, shall be based on the contract rates established by County of Riverside Ordinance. Cost for services where rates have not been established by Ordinance 630 shall be based on the budgeted amount of actual program costs and expenses. County shall, at request of City, furnish reports on the number of animals processed through the Shelter on behalf of County and of City. Such reports shall contain sufficient data to allow for the determination of the rate of apportionment. Monthly statements will be provided to the City with the percentage cost, the City may initiate discussions with the County to determine how to reduce level of service during limited service hours. For services rendered during the period of July 1, 2011 through June 30, 2012, City shall pay County \$1,067,812, plus \$82 per hour for overtime hours. Overtime hours are estimated to be 1442 and to increase this contract by \$118,244 to \$1,186,056. City shall remit to County by the 25th day of each month one-twelfth of the annual cost of regular field services, or \$88,934.33, plus processing fee for actual licenses processed from the prior month, and the actual overtime cost as billed for the prior months services. Overtime rates include a 2 hour minimum call out.”

4. The Agreement is hereby amended to add Exhibit A-2 “Animal Control Field Services Contract Budget July 1, 2011 through June 30, 2013.”

5. All terms and conditions of the Agreement not inconsistent with this Second Amendment, shall remain in full force and effect and are incorporated herein by reference as if set forth in full.

[Signatures on following page]

IN WITNESS WHEREOF, City and County have caused this Second Amendment to Agreement for Animal Control Field Services to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter and municipal corporation

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
City Manager

By: _____

Printed Name and Title

Attest: 
City Clerk

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Supv. Deputy City Attorney

By: 
Deputy County Counsel

**CITY OF RIVERSIDE
ANIMAL CONTROL FIELD SERVICES
EXHIBIT A-2
CONTRACT BUDGET
July 1, 2011 through June 30, 2013**

City shall pay to County on a monthly basis in arrears, with a monthly billing and accounting thereof by County to City those fees for July 1, 2011 through June 30, 2013 as established by Ordinance 630 and shall serve for the duration of this contract unless negotiated by both City and County and amended in the agreement.

1. Animal Field Services:

1.1 FTE (Annual) Sergeant of Field Services 1 x \$127,026/year = \$127,026/year
Full-time 40 hours per week

1.2 FTE (Annual) Animal Control Officers 6 x \$127,026/year = \$762,156/year
Full-time 40 hours per week
The cost to provide one Animal Control Officer to service an area for a total of 2080 hours per fiscal year, including a factor for direct and indirect overhead. This cost does not include overtime.

1.3 FTE (Annual) License Inspectors 2 x \$ 89,315/year = \$178,630/year

1.4 Estimated Overtime Services: 1,442 x \$82/hour = \$118,244/year
The cost to provide after hours services (evenings, weekends and holidays) overtime is payable at an actual use rate of \$82 per hour with 2 hour minimum call out charge. To be billed based on actual usage. Estimated total based on past experience.

1.5 Estimated Licensing Processing 18,592 x \$5.85 = \$108,763/year
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.

| Service | Quantity | Amount | Total Yearly | Monthly Installments |
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| Field Contract Cost | | | \$1,067,812/year | \$88,984/mo |
| Estimated Overtime | 1,442 | \$82/hour | \$118,244/year | Billed on actual use |
| Estimated Licensing | 18,592 | \$5.85 each | \$108,763/year | Billed on actual use |
| *Total of Estimated | | | \$227,007/year | |
| Combined Total Cost | | | \$1,294,819/year | |

* Actual Contract cost may vary based on overtime usage & licensing processing.

**CITY OF RIVERSIDE
ANIMAL CONTROL FIELD SERVICES
EXHIBIT E
ANIMAL LICENSING SERVICES**

County shall provide the following:

1. Animal Licensing Services:

- 1.1 Manage all aspects of the licensing process using the Chameleon database.
 - 1.1.1 Manage veterinarian rabies reporting program.
 - 1.1.2 Utilize administrative citation process for non-compliant residents.
- 1.2 Implement a web-based licensing system with secure credit card payment option.
- 1.3 Require proof of ownership and vaccination history process for issuing dog licenses.
- 1.4 Provide all necessary supplies, including all necessary forms.
- 1.5 Develop a process for delivery of new and replacement license tags.
- 1.6 Deposit licensing revenues into a City approved account.
- 1.7 Develop a contingency plan for handling enhanced or expanded services related to dog licensing.
- 1.8 Maintain privacy of data according to applicable laws.
- 1.9 City will approve all materials developed by County prior to disbursement.
- 1.10 Coordinate with City staff to provide support for City Hall license sales.

2. Frequency and Service Delivery:

- 2.1 Develop a systematic plan to provide regular licensing services to City of Riverside residents at a minimum of five (5) days per week, excluding Federal holidays.
- 2.2 Develop a schedule for mailing billings and renewals to customers. Track and record customer response to billings and renewals.

3. Geographic Area to be Served:

- 3.1 Provide dog licensing services to residents of the City of Riverside. This agreement extends to any territory annexed to the City during the term of this agreement.

4. Reports:

- 4.1 Develop a process for tracking licensing data and generating statistical reports. Reporting shall include, but not be limited to, specific data such as the name of the licensee, date of issuance, date of expiration/renewal, description of the dog and the serial number of the license issues; list of non-compliant veterinarians, general data such as the total number of licenses issued year to date, licenses due for renewal, and other criteria that may be required by law or otherwise requested by City.

- 4.2 County shall develop a process for tracking revenue data and generating periodic financial reports. This shall include, but is not limited to, data pertaining fees collected for Spayed/Neutered dogs vs. Un-altered dogs, late fees, discounts for Seniors/Disabled/Multi-year.
- 4.3 All reports shall be provided on a monthly basis unless otherwise approved by City.

**SECOND AMENDMENT TO CONTRACT
FOR ANIMAL CONTROL FIELD SERVICES**

COUNTY OF RIVERSIDE

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RECITALS:

WHEREAS, on July 1, 2007, City and County entered into that certain Contract for Animal Control Field Services (“Agreement”), wherein County agreed to provide animal control field services during the period of July 1, 2007 through June 30, 2012; and

WHEREAS, on April 22, 2010 the City and County entered into a First Amendment to the Agreement; and

WHEREAS, the City and County desire to further amend the Agreement regarding term, compensation, budget and licensing.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the City and County agree to the following amendments to the Agreement:

1. The first sentence of Section 2 Term is hereby amended to extend the term of the Agreement beginning July 1, 2007 and terminating June 30, 2017. All other terms and conditions in Section 2 Term shall remain in full force and effect.

2. Section 3(k) Verification of Dog License Status is hereby amended as follows;

a) The title shall be “Verification of Dog License Status and Other Licensing Services,” and

b) The following sentence shall be added at the end of the paragraph: “County shall also perform all services set forth in Exhibit E “Animal Licensing Services” attached hereto and incorporated herewith.” Exhibit E “Animal Licensing Services” is hereby added to the Agreement.

3. Section 8 Compensation shall be amended in its entirety as follows:

“City and County agree that the costs for services provided under this contract separately, as well as any and all contracts collectively entered into between the County and City for Shelter Services and Field Services, shall be based on the contract rates established by County of Riverside Ordinance. Cost for services where rates have not been established by Ordinance 630 shall be based on the budgeted amount of actual program costs and expenses. County shall, at request of City, furnish reports on the number of animals processed through the Shelter on behalf of County and of City. Such reports shall contain sufficient data to allow for the determination of the rate of apportionment. Monthly statements will be provided to the City with the percentage cost, the City may initiate discussions with the County to determine how to reduce level of service during limited service hours. For services rendered during the period of July 1, 2011 through June 30, 2012, City shall pay County \$1,067,812, plus \$82 per hour for overtime hours. Overtime hours are estimated to be 1442 and to increase this contract by \$118,244 to \$1,186,056. City shall remit to County by the 25th day of each month one-twelfth of the annual cost of regular field services, or \$88,934.33, plus processing fee for actual licenses processed from the prior month, and the actual overtime cost as billed for the prior months services. Overtime rates include a 2 hour minimum call out.”

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[Signatures on following page]

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ANIMAL CONTROL FIELD SERVICES
EXHIBIT A-2
CONTRACT BUDGET
July 1, 2011 through June 30, 2013**

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By: 
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By: _____

Printed Name and Title

Attest: 
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Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Supv. Deputy City Attorney

By: 
Deputy County Counsel

**CITY OF RIVERSIDE
ANIMAL CONTROL FIELD SERVICES
EXHIBIT A-2
CONTRACT BUDGET
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