

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

249



SUBMITTAL DATE:
June 18, 2015

FROM: Department of Animal Services

SUBJECT: Approve the attached three year Agreement 15-005 with City of Palm Desert for animal field and shelter services to the city and authorize the Chairman of the Board to sign the Agreement [District-4, \$686,577-100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached three year Agreement 15-005 with City of Palm Desert for animal field and shelter services to the city and authorize the Chairman of the Board to sign the Agreement.

BACKGROUND:

Summary

The City of Palm Desert ("City") has requested for the County of Riverside ("County") to continue providing animal field and shelter services to the City. The County houses the City's animals at the Coachella Valley Animal Campus located at 72-050 Pet Land Place, Thousand Palms.

(Continued on page 2)

Robert P. Miller, Director
Department of Animal Services

RM:nd

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$ 228,859	\$ 686,577	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: 100% Contract Revenue	Budget Adjustment: No
	For Fiscal Year: 15/16-17/18

C.E.O. RECOMMENDATION:

APPROVE
BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-16

FORM APPROVED COUNTY COUNSEL
DATE 6/13/15
BY: GREGORY P. PRIAMOS
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL LANGUILO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 6/14/15

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Department of Animal Services

FORM 11: Approve the attached three year Agreement 15-005 with City of Palm Desert for animal field and shelter services to the city and authorize the Chairman of the Board to sign the Agreement
[District 4, \$686,577-100% Contract Revenue]

DATE: June 18, 2015

PAGE: 2 of 2

BACKGROUND

Impact on Citizens and Businesses

This Agreement is for safeguarding the health and safety of the population of the City of Palm Desert and its domestic animals while promoting the humane treatment of animals.

SUPPLEMENTAL:

Additional Fiscal Information

There is no additional impact on the general fund, the funding is provided from the City of Palm Desert for services rendered. The amount for services will be included in the 2015/2016 department budget contract revenue pending board approval. The following chart summarizes the fees to be charged to the City by the County for animal services pursuant to this Agreement:

Service	FY15/16	FY16/17	FY17/18	Total
Regular Field Services	\$127,026	\$127,026	\$127,026	\$381,078
Over-time Field Services * (Estimated, billed on actuals)	\$13,284	\$13,284	\$13,284	\$39,852
Shelter Services ** (Fixed)	\$73,140	\$73,140	\$73,140	\$219,420
Operation & Maintenance *** (Fixed)	\$6,640	\$6,640	\$6,640	\$19,920
License Processing Fees**** (Estimated, billed on actuals)	\$8,769	\$8,769	\$8,769	\$26,307
Total	\$228,859	\$228,859	\$228,859	\$686,577

*Rates are subject to change as adopted by the Board of Supervisors.

ATTACHMENT

15-005 Agreement with City of Palm Desert

COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-005	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200, 4200600300	PROJECT-GRANT: HS600018	ACCOUNT: 773220,773210,773230
CLASS/LOCATION:		CONTRACT AMOUNT: \$686,577	
PERIOD OF PERFORMANCE: July 1, 2015 through June 30, 2018			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: John M. Wohlmuth (760) 346-0611	
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 Palm Desert, 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 Palm Desert, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

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

WHEREAS, COUNTY has the personnel and experience to provide such animal 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 pages 1 through 5, Exhibit A consisting of 5 pages, Exhibit B consisting of 5 pages, and Exhibit C consisting of 2 pages, attached hereto and incorporated herein.

COUNTY

CITY

By _____
Marion Ashley, Chairman, Board of Supervisors

By Susan Marie Weber
City of Palm Desert, California

Date _____

By Susan Marie Weber, Mayor
Print Name

ATTEST: Kecia Harper-Ihem, Clerk

By _____

Date May 14, 2015

ATTEST:

Rachelle D. Klassen
Rachelle D. Klassen, City Clerk

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1. COUNTY OBLIGATIONS:

COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Field Services and Exhibit B, Scope of Animal Shelter Services attached hereto and by this reference incorporated herein.

2. PERIOD OF PERFORMANCE:

The Animal Field Services as referenced in Exhibit A and the Animal Shelter Services as referenced in Exhibit B of this Agreement shall be effective on July 1, 2015 through June 30, 2018, 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 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.

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

*Approved as to form
ABWaldy 5/28/15*

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.

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

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

6.1 **Workers' Compensation:**

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

6.2 **Commercial General Liability:**

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement.

This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit. 15-005

6.3 Vehicle Liability:

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

6.4 General Insurance Provisions - All lines:

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

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

7. TERMINATION:

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

8. FORCE MAJEURE:

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

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

9. ALTERATION:

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

10. SEVERABILITY:

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

11. RECORDS:

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

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12. NO THIRD PARTY BENEFICIARY:

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 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, marital status, sex 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.

14. VENUE:

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

15. ASSIGNMENT:

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

16. AMENDMENTS:

Any amendments, including any supplements, to this contract shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY 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.

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
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
Attention: Director

CITY:
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attention: City Manager

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

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**CITY OF PALM DESERT
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICE**

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field services for the City of Palm Desert, 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.
 - 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 at City's request. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis, provided, however, that County shall retain the sum of \$5.85 for each dog license issued hereunder. County shall verify dog license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this contract, shall conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City of Palm Desert Municipal Code. County shall also provide an automated or manual verification system whereby owners can verify the status of their

animal's license by telephone.

1 **1.10 Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog
 2 kennels and catteries within CITY pursuant to CITY's municipal codes, and collect
 3 fees in connection therewith. All fees for licenses to operate dog kennels and catteries
 shall be retained by COUNTY.

4 **1.11 Issuance of Warnings and Citations:** Enforce all appropriate provisions of
 5 Riverside COUNTY Code Title 6 including the issuance of warning notices or
 citations as necessary for violations of the provisions of said Riverside COUNTY
 6 Code Title 6, State law or CITY municipal codes.

7 **1.12 Service to Public:** Provide service to the public on matters covered in this contract
 8 consistent with established policies and procedures that promote courteous and
 9 efficient service and good public relations. Other policies and procedures
 notwithstanding, COUNTY, in processing any type of complaint or request for
 10 service, will indicate to the caller that a response can be expected as per Section 6
 11 below.

12 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
 13 Coachella Valley Animal Campus shelter, or other County operated shelter at the
 14 County's discretion.

15 **3. License Processing:**

16 Compensation for License processing shall be based upon actual licenses processed
 17 and licensing processing rate. License processing costs shall be billed monthly and
 18 total resulting compensation may vary from estimated contract cost.

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

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

27 **6. Priority of Field Services:**

28 **6.1 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
 with which a call will be handled. All calls will go directly to the dispatcher or
 assigned clerical staff for relay to the Animal Control Officer. If a call is
 "exceptional," as defined in Section 6.4 of this Exhibit, it will be referred to the
 Supervisor for evaluation and processing.

Field service activities will be performed daily and generally based upon the
 priority ranking and based on limited service hours in accordance with contract
 or part-time officer. All calls involving imminent danger scenarios will be
 responded to within 60 minutes if reasonably possible, subject to considerations

1 involving the time of day, traffic conditions, or other uncontrollable
 2 circumstances.

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

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

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

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

33 **6.2 Calls considered as Emergencies to be handled Without Delay:**

- 34 6.2.1 Animals endangering health or safety of the community.
- 35 6.2.2 Police Department requests for service.
- 36 6.2.3 Sick or injured stray animals.
- 37 6.2.4 Animals in distress.
- 38 6.2.5 Humane investigations – life threatening. (Depending on immediate
 39 circumstance)

40 **6.3 Calls Considered as Non-Emergency to be handled during Regular Business
 41 Hours:**

- 42 6.3.1 Pick-up confined, healthy, stray-animals.
- 43 6.3.2 Dead animal removal.
- 44 6.3.3 Quarantine investigations.
- 45 6.3.4 Leash law enforcement.

6.3.5 Nuisance animal investigations.

6.3.6 Permit investigations.

6.4 **Exceptions:**

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.

7. **Trapping:** COUNTY shall provide advice and assistance in setting a humane trap for an animal at large or a wild animal on public or private property, utilizing a CITY or COUNTY trap or the residents' private trap. COUNTY shall not be required to move belongings or maintain on-premises surveillance, unless in the opinion of the Director of Animal Services or the responding Animal Control Officer there is a direct, clear and present danger to human life. The CITY has purchased traps for the above mentioned purposes to be used only for CITY residents. Traps will be available to CITY residents on a first-come, first-served basis. COUNTY can provide CITY residents with traps at no charge and will bill the CITY monthly for trap rental at the cost of twenty dollars (\$20.00) per week and two dollars (\$2.00) for each additional day if CITY requests additional traps. Billing for trap service will be submitted to the CITY monthly in arrears. COUNTY is not required to provide vector control services under the provision of this contract.

8. **Local Shot Clinic:** When requested by CITY, COUNTY shall conduct two (2) shot clinics per year within CITY limits as determined by CITY staff. Each shot clinic will consist of one (1) Veterinary Surgeon, one (1) Registered Veterinary Technician, one (1) License Inspector and one (1) Office Assistant II for a total of six (6) hours of service (5 hours at the clinic and one hour driving time). Additional shot clinics within CITY limits may be provided at said rate and upon mutual agreement between CITY and COUNTY. Cost of said clinics will be outlined in the annual budget for each Fiscal Year.

9. **Qualifications and Training for Animal Control Officer(s) and Animal Care Technicians(s):** Any persons employed by the COUNTY for performance of animal control services under this Agreement are not employees of the CITY nor are they entitled to any of the rights and benefits associated with CITY employment. But, in the event and to the extent that COUNTY employees may legally require official CITY status or deputization in order to carry out their duties under the contract including enforcement of laws pertaining to animal control, the CITY hereby bestows upon them such limited official status.

All COUNTY employees shall be fingerprinted and photographed, and a background check shall be made by the CITY upon request.

Animal Control Officer and Animal Care Technician job descriptions shall be provided to CITY upon request. All Animal Control Officer and Animal Care Technicians must possess and hold the following licenses and certificates:

9.1 California Driver's license.

9.2 Animal Control Officers must be certified by the Commission on Peace Officer Standards and Training (POST) pursuant to Penal Code section 832 (PC832)

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9.3 Animal Control Officers must attend twenty (20) hours of classroom training 15-005 covering animal regulations, animal handling and animal care within six (6) months employment.

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CITY OF PALM DESERT
EXHIBIT B
SCOPE OF ANIMAL SHELTER SERVICES

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

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms CA 92276 ("Shelter"), or 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 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 volunteers in programs relating to animals.

3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.

3.5 **Incoming Animal Identification:** Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.

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

- 1 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all¹⁵⁻⁰⁰⁵
 2 animals impounded and/or quarantined at the Shelter.
- 3 **3.8 Incoming Animal Examinations/Assessments:** A cursory exam will be performed
 4 within twelve (12) hours, except after regular business hours when the examination
 5 will be performed within twenty-four (24) hours. Incoming animal assessment must
 6 include the following:
- 7 **3.8.1** A physical examination to determine if a medical condition exists which
 8 requires a veterinarian's attention
 - 9 **3.8.2** Routine vaccinations and de-worming, as needed
 - 10 **3.8.3** External parasite treatment, as necessary
 - 11 **3.8.4** Document the animal's incoming weight
 - 12 **3.8.5** Scan for microchip identification
 - 13 **3.8.6** Establish unique identifier for the animal
 - 14 **3.8.7** Document any identifying features or abnormalities. The COUNTY shall
 15 properly document on an animal-by-animal basis that an
 16 examination/assessment is performed.
- 17 **3.9 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be
 18 conducted in accordance with guidelines established by the Department of Animal
 19 Services.
- 20 **3.10 Adoption:** Animals identified as being available for adoption are placed in
 21 adoptable areas of the Shelter.
- 22 **3.11 Community Adoption Partners:** California Food & Agricultural Code, Sections
 23 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this
 24 division shall, prior to the euthanasia of that animal be released to a nonprofit, as
 25 defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or
 26 adoption organization if requested by the organization prior to the scheduled
 27 euthanasia of that animal. The public or private shelter may enter into cooperative
 28 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."
- 29 **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.
- 30 **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.
- 31 **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.

- 1 **3.15 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply¹⁵⁻⁰⁰⁵ with all Drug Enforcement Agency (DEA) regulations regarding storage, record-
 2 keeping, inventory, use, and disposal of all controlled substances.
- 3 **3.16 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their
 4 nutritional needs.
- 5 **3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary
 6 personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing
 7 shall include any and all full or part-time personnel and shall include the
 8 recruitment, supervision and assignment of volunteers in suitable Shelter-related
 9 activities. Personnel employed at the Shelter in the performance of Shelter-related
 10 activities shall be designated as COUNTY employees and any and all volunteers
 11 engaged in Shelter activities shall participate in activities designated by COUNTY
 12 and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall
 13 be determined by COUNTY on behalf of CITY.
- 14 **3.18 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise
 15 owner identifiable, for holding periods as required by law.
- 16 **3.19 Missing Animals:** COUNTY shall notify police immediately of any animal found
 17 to be missing from the Shelter that had previously been impounded and/or in
 18 protective custody.
- 19 **3.20 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to
 20 provide maximum public access for the animals, to the extent possible.
- 21 **3.21 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean
 22 and sanitary condition. COUNTY's policies and procedures in this area may include
 23 beneficial standards and/or guidelines derived from reputable animal care
 24 organizations including, but not limited to, the following: Humane Society of the
 25 United States, American Humane Association and American Veterinary Medical
 26 Association.
- 27 **3.22 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,
 28 materials, medication, pharmaceuticals, and equipment, including forms and reports
 to perform all aspects of the Shelter Services program.
- 3.23 CITY Access:** COUNTY shall provide access to the authorized representatives of
 CITY to the entire Shelter during normal business hours, and at such other
 times upon reasonable notice.
- 3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to
 livestock and fowl, either at the Shelter or at another location when such animals
 cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless
 of Shelter location shall be charged to the owner of the animal, if known. If the
 animal's owner wishes to redeem the animal, the owner shall first pay all applicable
 fees and charges at the Shelter; except as otherwise required by law, then and only
 then, will the COUNTY authorize release of the animal. COUNTY shall notify
 CITY in writing where said expenses reach the amount of \$5,000 or greater per
 incident. Such expenses shall not exceed the amount of \$25,000 per incident unless
 authorized in writing by CITY.
- 3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive,
 which has been impounded, in custody, or in quarantine at the Shelter to be given
 away, disposed of, traded, sold or in any manner given over to another person,
 organization or entity for experimentation, regardless of purpose. COUNTY
 shall be responsible for the disposal of animal remains in its custody or

control, subject to applicable laws.

1 **3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in
 2 this contract. COUNTY's policies and procedures for Shelter Services shall be based
 3 on standards and/or guidelines derived from reputable animal care organizations
 4 including, but not limited to the following: Humane Society of the United States,
 American Humane Association and American Veterinary Medical Association.

5 **4. Compensation:**

- 6 **4.1 Compensation for Sheltering:** Compensation for shelter services shall be based upon
 7 established rate for shelter service at specified primary shelter location and prior year
 8 impounds of dogs and cats. An annual rate shall be established based on these factors
 9 and payable monthly in 1/12th increments. Additional costs for large animal sheltering
 10 are incurred at \$20 per animal per day for horses and cattle and \$12 per animal per day
 11 for swine, goats and sheep in accordance with ordinance and will be billed based on
 12 actual sheltering on a monthly basis.
- 13 **4.2 Compensation for Operations and Maintenance:** Compensation for Operations and
 14 maintenance shall be based upon rate for shelter service at a specified primary shelter
 15 location and prior year impounds of dogs and cats. An annual rate shall be established
 16 based on these factors and payable monthly in 1/12th increments.
- 17 **4.3 License Processing:** Compensation for License processing shall be based upon actual
 18 licenses processed and licensing processing rate. License processing costs shall be
 19 billed monthly and total resulting compensation may vary from estimated contract
 20 cost.
- 21 **4.4 Outreach Activities:** Daily flat rates educational outreach and shot clinics will be
 22 billed based on actual outreach days scheduled. Compensation accounts for full staff
 23 time to provide service for one day. The maximum time possible will be afforded for
 24 actual outreach activity; however actual outreach activity time will be reduced by
 25 travel and preparation time the day of the event.

26 **5. Definitions:**

- 27 **5.1 "Shelter Services,"** as used in this contract shall include, but is not limited to, the
 28 following activities:
 - 29 **5.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all
 30 stray domestic animals. Livestock, exotics and the impoundment of wildlife
 31 as may be delivered and/or received at the Shelter until an appropriate wildlife
 32 agency can be contacted and the wildlife then transferred into their custody.
 - 33 **5.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.
 - 34 **5.1.3** Counseling and advising animal owners.
 - 35 **5.1.4** Each animal shall be identified individually and photographs of all newly
 36 impounded animals shall be posted on the Shelter website.
 - 37 **5.1.5** Ensuring that all dogs, four months and older, released from the Shelter to a
 38 resident of Riverside County are licensed and, if not licensed, to sell license
 39 to the owner or other person taking custody of each such dog. In accordance
 40 with COUNTY ordinances, require the micro-chipping of released animals at
 41 the owner's expense.
 - 42 **5.1.6** Humane euthanasia of animals as lawful and necessary, including the
 43 creation of a log detailing those animals that are euthanized and the
 44 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 owner redemption or adoption.

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**CITY OF PALM DESERT
EXHIBIT C
PAYMENT PROVISIONS**

15-005

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 of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 1 Full-Time (Annual) Animal Control Officer: \$127,026/fiscal year (FY)

(The cost to provide one Animal Control Officer to service an area for a total of 40 hours per week or 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime.)

1.2 Animal Control Target Area Sweeps: \$2460 per target sweep

(The cost to provide 5 officers for 6 hours to perform target area sweep, to be billed based on actual usage as requested by City.)

1.3 Estimated Overtime Services: 162 x \$82 per hour = \$13,284/FY

The cost to provide after-hours services (evenings, weekends and holidays), with a 2 hour minimum charge per service call. To be billed on a monthly basis based on actual usage. Estimated total based on past experience.

1.4 Two Shot Clinics: 2 x \$2,783 = \$5,566/FY

When requested by CITY, COUNTY shall conduct two (2) shot clinics per year within CITY limits as determined by CITY staff. Each shot clinic will consist of one (1) Veterinary Surgeon, one (1) Registered Veterinary Technician, one (1) License Inspector and one (1) Office Assistant II for a total of six (6) hours of service (5 hours at the clinic and one hour driving time). Additional shot clinics within CITY limits may be provided at said rate and upon mutual agreement between CITY and COUNTY. Cost of said clinics will be outlined in the annual budget for each Fiscal Year, to be billed based on actual usage as requested by City.

2. Animal Shelter Services:

2.1 Animal Sheltering Services: \$73,140/FY or \$6,095/month

Flat rate based on 3 prior fiscal year impounds 636 x \$115 per cat or dog sheltering rate at Coachella Valley Animal Campus Shelter.

2.2 Operational and Maintenance (O&M) Costs: \$6,640/FY or \$553.33/month

Flat rate based on prior fiscal year impounds 636 x \$10.44 O&M rate.

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.)

3. Licensing Service:

3.1 Administrative handling fee to sell dog licenses \$5.85 x 1,499 = \$8,769/FY

To be billed based on actual usage. Estimated total based on past experience.

4. Summary of Compensation for Animal Services: The following chart

summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

Service	FY15/16	FY16/17	FY17/18	Total
Regular Field Services	\$127,026	\$127,026	\$127,026	\$381,078
Over-time Field Services* (Estimated, billed on actuals)	\$13,284	\$13,284	\$13,284	\$39,852
Shelter Service ** (Fixed)	\$73,140	\$73,140	\$73,140	\$219,420
Operation & Maintenance***	\$6,640	\$6,640	\$6,640	\$19,920
License Processing **** (Estimated, billed on actuals)	\$8,769	\$8,769	\$8,769	\$26,307
Total	\$228,859	\$228,859	\$228,859	\$686,577

Rates are subject to change as adopted by the Board of Supervisors.

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is six hundred eighty-six thousand five hundred seventy-seven dollars (\$686,577) for the period commencing July 1, 2015 through June 30, 2018.

*Over-time Field services may fluctuate based on actual on call usage.

**Shelter services fixed rate will be adjusted for each year of contract by the following formula: Prior three fiscal year dog/cat impounds x sheltering rate. This formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided with prior year impound rates by March 31st each year.

***Operation & Maintenance fixed rate will be adjusted for each year of contract by the following formula: Prior three fiscal year dog/cat impounds x O&M rate. This formula establishes a fixed rate that will be payable in 1/12th monthly increments. 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.

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