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

FROM: Department of Animal Services

SUBMITTAL DATE:
June 4, 2015

SUBJECT: Approve the attached three year Agreement 15-010 with City of Indian Wells for animal field and shelter services to the city and authorize the Chairman of the Board to sign the Agreement [District-4, \$30,035-100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached three year Agreement 15-010 with City of Indian Wells 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 Indian Wells ("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)

[Handwritten Signature]

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	\$	\$ 9,084	\$ 30,035	\$	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: *[Handwritten Signature]*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *[Handwritten Signature]* 6/2/15
DATE: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *[Handwritten Signature]* 6/4/15
Esteban Hernandez

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

Prev. Agn. Ref.: | District: 4 | Agenda Number:

3-17

Department of Animal Services

FORM 11: Approve the attached three year Agreement 15-010 with City of Indian Wells for animal field and shelter services to the city and authorize the Chairman of the Board to sign the Agreement

[District 4, \$30,035-100% Contract Revenue]

DATE: June 4, 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 Indian Wells 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 Indian Wells 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
Hourly on-call Field Services * (Estimated)	\$4,000	\$4,000	\$4,000	\$12,000
Shelter Services ** (Fixed)	\$3,910	\$3,910	\$3,910	\$11,730
Operation & Maintenance *** (Fixed)	\$355	\$355	\$355	\$1,065
License Processing Fees**** (Estimated)	\$819	\$819	\$819	\$2,457
Shot clinic (billed on actual use)	none	\$2,783	none	\$2,783
Total	\$9,084	\$11,867	\$9,084	\$30,035

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

ATTACHMENT

15-010 Agreement with City of Indian Wells

COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-010	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 420-060-1200, 420-060-1300	PROJECT-GRANT: HS600026	ACCOUNT: 773220,773210,773230
CLASS/LOCATION: ----		CONTRACT AMOUNT: \$30,035	
PERIOD OF PERFORMANCE: July 1, 2015 through June 30, 2018			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Wade McKinney (760) 346-2489	
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 Indian Wells, 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 Indian Wells, 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 4 pages, Exhibit B consisting of 5 pages, and Exhibit C consisting of 2 pages, attached hereto and incorporated herein.

1 **1. COUNTY OBLIGATIONS:**

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

5 **2. PERIOD OF PERFORMANCE:**

6 The Animal Field Services as referenced in Exhibit A and the Animal Shelter Services as
7 referenced in Exhibit B of this Agreement shall be effective on July 1, 2015 through June 30,
8 2018, unless terminated as specified in Section 7, TERMINATION.

9 **3. COMPENSATION:**

10 In consideration of services provided by COUNTY pursuant to Exhibit A, and Exhibit
11 B, COUNTY shall be entitled to receive payment as specified in Exhibit C, Payment
12 Provisions attached hereto and incorporated herein by this reference.

13 **4. AVAILABILITY OF FUNDING:**

14 It is mutually agreed and understood that the obligation of the CITY is limited by and
15 contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees.
16 In the event that such funds are not forthcoming for any reason, CITY shall immediately
17 notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work
18 performed, in accordance with EXHIBIT C.

19 **5. HOLD HARMLESS/INDEMNIFICATION:**

20 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
21 Districts, Special Districts and Departments, their respective directors, officers, Board
22 of Supervisors, elected and appointed officials, employees, agents and representatives
23 from any liability, claim, damage or action whatsoever, based or asserted upon any
24 actions of CITY, its officers, employees, subcontractors, agents or representatives
25 arising out of or in any way relating to this Agreement, including but not limited to
26 property damage, bodily injury, or death or any other element of any kind or nature
27 whatsoever and resulting from any reason whatsoever arising from the actions by
28 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

1 which may arise from or out of COUNTY's performance under this Agreement. 15-010
2 This coverage shall have a limit of liability not less than \$1,000,000 per occurrence
3 combined single limit.

4 **6.3 Vehicle Liability:**

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

8 **6.4 General Insurance Provisions - All lines:**

9 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
10 admitted to the State of California and have an A M BEST rating of not less
11 than A: VIII (A:8).

12 **6.4.2** The insurance requirements contained in this Agreement may be met with
13 a program(s) of self-insurance.

14 **7. TERMINATION:**

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

22 **8. FORCE MAJEURE:**

23 **8.1** In the event the COUNTY is unable to comply with any provision of this Agreement
24 due to causes beyond their control such as acts of God, acts of war, civil disorders, or
25 other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

26 **8.2** In the event CITY is unable to comply with any provision of this Agreement due to
27 causes beyond their control such as acts of God, acts of war, civil disorders, or other
28 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

COUNTY:

Department of Animal Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
Attention: Director

CITY:

City of Indian Wells
44-950 El Dorado Drive
Indian Wells, CA 92210
Attention: City Manager

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

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animal's license by telephone.

15-010

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
4 shall be retained by COUNTY.

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

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

15 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
16 Coachella Valley Animal Campus, or another County operated shelter at the
17 County's discretion.

18 **3. License Processing:**

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

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

26 **5. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's
27 Department within 24 hours if an impounded Animal is missing or suspected to have been
28 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.

6. Priority of Field Services:

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

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.

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- 1 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all¹⁵⁻⁰¹⁰
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."
- 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.
- 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.

control, subject to applicable laws.

15-010

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 three
8 fiscal year impounds of dogs and cats. An annual rate shall be established based on
9 these factors and payable monthly in 1/12th increments. Additional costs for large
10 animal sheltering are incurred at \$20 per animal per day for horses and cattle and
11 \$12 per animal per day for swine, goats and sheep in accordance with ordinance and
12 will be billed based on 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

**CITY OF INDIAN WELLS
EXHIBIT C
PAYMENT PROVISIONS**

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 Hourly on-call Animal Control Officer: **\$4,000/fiscal year**
Less than one half FTE is charged hourly \$82 (minimum call out 2 hours)
To be billed based on actual usage. Estimated total based on past experience.

2. Animal Shelter Services:

2.1 Animal Sheltering Services: **\$3,910/fiscal year or \$325.83 monthly**

Flat rate based on prior three fiscal year impounds 34 x \$115 per cat or dog sheltering rate at Coachella Valley Animal Campus Shelter.

2.2 Operational and Maintenance (O&M) Costs: **\$355/fiscal year or \$29.58 monthly.**

Flat rate based on prior fiscal year impounds 34 x \$10.44 O&M rate.

2.3 Large animal sheltering of horses and cattle at \$20 per animal per day of sheltering. (Additional cost billed on actual use.)

2.4 Large animal sheltering of swine, goats and sheep at \$12 per animal per day of sheltering. (Additional cost billed on actual use.)

3. License Processing Fees:

3.1 Administrative handling fee to sell dog licenses 140 x \$5.85 = **\$819/fiscal year**
To be billed based on actual usage. Estimated total based on past experience.

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

4.1 Shot Clinic: \$2,783 per shot clinic

(The cost to provide 3 clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by City.)

4.2 Outreach event \$2553 per event flat rate billed on actual use

(The cost to provide 3 staff, 9 hours each, OT rates used due to limited staffing levels-supplemented by volunteers.)

5. 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.