

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

940



FROM: Department of Animal Services

SUBMITTAL DATE:
September 1, 2015

SUBJECT: Ratify the attached month to month Agreement 15-020 with City of Palm Springs for Emergency Stand-by Animal Field Services to the city and authorize the Chairman of the Board to sign the Agreement [District 4, \$0 County Budget, \$82 per hour contract income, 100% contract revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached month to month Agreement 15-020 with City of Palm Springs for Emergency Stand-by Animal Field Services to the city and authorize the Chairman of the Board to sign the Agreement.

BACKGROUND:

Summary

The City of Palm Springs ("City") reached out to the County of Riverside ("County") to provide emergency stand-by animal field services to the City, to assist City Animal Control Officers on emergency calls for the next few months.

(Continued on page 2)

RM:nd

Robert P. Miller, Director
Department of Animal Services

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$	\$	\$	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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-6

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 8/19/15

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra
8/20/15

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Department of Animal Services
FORM 11: Ratify the attached month to month Agreement 15-020 with City of Palm Springs for Emergency Stand-by Animal Field Services to the city and authorize the Chairman of the Board to sign the Agreement [District 4, \$0 County Budget, \$82 per hour contract income, 100% contract revenue]
DATE: September 1, 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 Springs 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 Springs for services rendered. The County rate charged to the City is \$82* per hour with a 2 hour minimum call out not to exceed \$25,000 without prior approval.

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

ATTACHMENT

15-020 Agreement with City of Palm Springs

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-020		RFP NO. ----	
FUND: 10000	DEPARTMENT ID: 420-060-2200	PROJECT-GRANT:	ACCOUNT: 773220		
CONTRACT AMOUNT:		\$82 per hour with a 2 hour minimum call out			
PERIOD OF PERFORMANCE: August 10, 2015 month to month through June 30, 2016 or termination					
COUNTY CONTACT : Robert Miller, Director (951) 358-7442			CONTRACTOR REPRESENTATIVE: David H. Ready, City Manager (760) 322-8362		
PROGRAM NAME: Emergency Stand-by Animal Field 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 Springs, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide temporary emergency animal control services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Palm Springs, 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 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 4, Exhibit A consisting of 3 pages, and Exhibit B consisting of 1 page, attached hereto and incorporated herein.

COUNTY

By _____
Marion Ashley, Chairman, Board of Supervisors

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

CITY

By James Thompson Acting
DAVID H. READY

By JAMES THOMPSON
Print Name

Date 08/06/2015

NOT TO EXCEED \$25,000 WITHOUT
PRIOR APPROVAL
[Signature]

1 **1. COUNTY OBLIGATIONS:**

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

5 **2. PERIOD OF PERFORMANCE:**

6 The Emergency Stand-by Animal Field Services as referenced in Exhibit A of this
7 Agreement shall be effective on August 10, 2015 and continue month to month through June
8 30, 2016 or until terminated as specified in Section 7, TERMINATION.

9 **3. COMPENSATION:**

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

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

FORM APPROVED COUNTY COUNSEL

BY Kristine Bell Valdez 8/18/15
KRISTINE BELL VALDEZ DATE

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. 15-020
This coverage shall have a limit of liability not less than \$1,000,000 per
occurrence combined single limit.

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 thirty (30) 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.

1 **12. NO THIRD PARTY BENEFICIARY:**

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

5 **13. NONDISCRIMINATION:**

6 During the performance of this contract, COUNTY agrees that it shall not discriminate
7 on the grounds of race, religious creed, color, national origin, ancestry, age, physical
8 disability, mental disability, medical condition including the medical condition of
9 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,
10 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.

11 **14. VENUE:**

12 Any action at law or in equity brought by either of the parties hereto for the purpose of
13 enforcing a right or rights provided for by this contract shall be tried in a court of
14 competent jurisdiction in the County of Riverside, State of California, and the parties
15 hereby waive all provisions of law providing for a change of venue in such proceedings
16 to any other county. In the event either party hereto shall bring suit to enforce any term
17 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.

18 **15. ASSIGNMENT:**

19 It is mutually understood and agreed that this contract shall be binding upon COUNTY
20 and its successors. Neither this contract nor any part thereof nor any moneys due or to
21 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.

22 **16. AMENDMENTS:**

23 Any amendments, including any supplements, to this contract shall be in writing and
24 shall have the approval of the Board of Supervisors of COUNTY and the CITY
25 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.

26 **17. NOTICES:**

27 All correspondence and notices required or contemplated by this Agreement shall be
28 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:

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COUNTY:

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

CITY:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attention: City Manager

15-020

or to such other address (es) as the parties may hereafter designate in writing.
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CITY OF PALM SPRINGS
EXHIBIT A
SCOPE OF EMERGENCY STAND-BY ANIMAL FIELD SERVICE

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following emergency stand-by animal field services for the City of Palm Springs, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Emergency Stand-by Animal Field Services to be provided by COUNTY for CITY within the corporate limits of the 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 any animals involved in events where the Palm Springs Police Department or Palm Springs Police Department Animal Control requests assistance. Impounded animals from such emergency calls for service will be taken by the responding COUNTY Animal Control Officer to the Palm Springs Animal Shelter located at 4575 E. Mesquite Ave. Palm Springs CA for housing and care.
 - 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 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside COUNTY Code Title 6 including the issuance of warning notices or citations as necessary for violations of the provisions of said Riverside COUNTY Code Title 6, State law or CITY municipal codes.
 - 1.10 **Service to Public:** Provide service to the public on matters covered in this contract consistent with established policies and procedures that promote courteous and

efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, will indicate to the caller that a response can be expected as per Section 6 below.

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

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

4. **Priority of Field Services:**

4.1 **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 4.4 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 involving the time of day, traffic conditions, or other uncontrollable circumstances.

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

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

The following definitions of "regular service hours," "limited service" and "holidays" are intended to identify the broad time frames during which specific levels of service will be provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30 am to 5:00 pm, Monday through Friday, holidays excepted. "Limited service" shall be deemed to mean between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as herein shall be those as established by the COUNTY and the CITY. The COUNTY shall answer all telephone calls for Field Services during phone center operational

hours. Calls shall be received by the COUNTY answering service after hours and on holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests, for service, both emergency and routine, received during regular service hours and after regular service hours, including time and date, when the calls were answered and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this contract.

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

4.2 Calls considered as Emergencies to be handled Without Delay:

4.2.1 Animals endangering health or safety of the community.

4.2.2 Police Department requests for service.

4.2.3 Sick or injured stray animals.

4.2.4 Animals in distress.

4.2.5 Humane investigations – life threatening. (Depending on immediate circumstance)

4.2.6 Pick-up and transport of animals from Palm Springs Police Department events involving animals to the Palm Springs Animal Shelter

4.2.7 Pick-up and transport of injured animals from Palm Springs Police Department events to the VCA Valley Emergency Animal Hospital located at 46920 Jefferson St. Indio, CA.

4.3 Calls Considered as Non-Emergency to be handled during Regular Business Hours:

4.3.1 Pick-up confined, healthy, stray-animals.

4.3.2 Dead animal removal.

6.3.3 Quarantine investigations.

4.4 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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**CITY OF PALM SPRINGS
EXHIBIT B
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 1 Hourly Standby Animal Control Officer: \$82* per hour (minimum 2 hr. call out)

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

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

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