

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

212



**FROM:** Community Health Agency, Department of Animal Services

**SUBMITTAL DATE:**  
February 24, 2010

**SUBJECT:** Ratify the First Amendment to the Field Agreement #07-081 with the City of Indian Wells

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the First Amendment to the Agreement between the City of Indian Wells and the County of Riverside for the performance period of July 1, 2009 through June 30, 2010 in the amount of \$5,294;
- 2) Authorize the Chairperson to execute four (4) original copies of the Agreement on behalf of the County of Riverside.

**BACKGROUND:**

On November 6, 2007 the City of Indian Wells entered into an agreement with the County of Riverside Department of Animal Services for providing field services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Ordinances and State laws relating to animal control.

(Continued)

PG;nd

*Robert P. Miller*  
Robert Miller, Director for Animal Services

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 5,294	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> 100% funded by the City of the Indian Wells	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
BY: *Debra Courmoyer*  
Debra Courmoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: March 16, 2010  
xc: CHA/Animal Svcs.

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: 11/6/07 3.5      District: 4      Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.16**

FORM APPROVED BY COUNTY COUNSELLOR NEAL R. KIPNIS DATE 3/16/10

Departmental Concurrence

Policy  
 Consent  
 Exec. Ofc.

**BACKGROUND: (Continued)**

This is a revenue contract in which the Department of Animal Services will be providing field services for the City of Indian Wells.

The City's animals will be housed at the Riverside County Animal Shelter located at 72-050 Pet Land Place, Thousand Palms, California, 92276. The County will be the conduit through which these animals are placed.

The total revenue for Fiscal Year 2009/2010 is \$5,294.

**FIRST AMENDMENT TO THE AGREEMENT**

**WITH**

**CITY OF INDIAN WELLS**

(Field Services to City)

That certain Agreement between the County of Riverside through its Community Health Agency, Department of Animal Services (COUNTY) and City of Indian Wells (CITY) approved on November 6, 2007, Item 3.5, is hereby amended as follows, effective July 1, 2009:

- To extend the period of performance from November 6, 2007 to June 30, 2009 to July 1, 2009 through June 30, 2010;
- To amend the amount of compensation for this period to five thousand two hundred ninety-four dollars (\$5,294), including all expenses;
- To delete the language of Section 4. Hours of Service, and replace with the following language:

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 7:30am and 5pm, Monday through Friday, holidays excepted. "Limited service" is defined as providing essential services defined in Exhibit A of this contract from 5pm to 7:30am, Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as defined 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 Exhibit A. 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

1 calls shall be maintained for at least thirty (30) days. The City and County agree  
2 that any incident reports to the County by residents or through emergency  
3 services involving a dangerous, aggressive, wild, injured or sick animal constitute  
4 an emergency and require immediate action by the County pursuant to this  
5 contract. When the City Manager or designee of the City has reason to believe  
6 that an Animal Control emergency exists consistent with the Priority of Field  
7 Services, attached hereto as Exhibit A, the City Manager or his/her designee  
shall notify the County and request a prompt response.

8 Calls for service received after normal business hours that are not of an  
9 emergent nature shall be answered by an answering service and referred to call  
10 back on the next business day during phone center operational hours. These  
11 calls will then be scheduled for response in accordance with the Priority of Field  
Services, set forth in Exhibit A.”

12 ➤ Delete the language of Section 6. Veterinary Services, and replace it with it with  
13 the following language: “The City shall be responsible for the payment of  
14 veterinarian fees incurred as a result of any enforcement activities, including but  
15 not limited to, the enforcement of Penal Code section 597. All attempts will be  
16 made to recover these funds from the animal owner; however, all unrecovered  
funds shall be paid by the City.”

17 ➤ Remove the first paragraph in Section 8. Monthly Reports, and replace it with:  
18 “County shall furnish to the City Manager, or the designated representative of the  
19 City Manager, monthly reports including invoices detailing field services by the  
20 25<sup>th</sup> day of the following month. The monthly reports shall contain the following  
21 data for field services of the prior month statistics:”

22 ➤ Remove items (g), (h) and (i) in Section 8. Monthly Reports, and replace with the  
23 following items:

(g) Number of livestock, birds and other animals surrendered by owners in the  
24 field.

(h) Number of livestock, birds and other animals impounded alive in the field.

(i) Number of livestock, birds and other dead animals impounded in the field.

- Remove items (j) through (q) in Section 8. Monthly Reports.
- Amend Section 9. Compensation, to include at the end of the first paragraph, the following sentence: "The billable mileage rate shall reflect the current IRS rate and be adjusted as necessary."
- Add a new section 25. "Payments of Fees and Charges to the Public" to read: "City agrees to adopt County fee schedule, as amended, and gives County permission to offer payment plans or waive fees for City residents on a case by case basis as approved by the Director or his/her designee. No payment plan or waiver of fees shall be given for rabies vaccinations, animal licenses or State mandated fees."
- To delete Exhibit B in its entirety and replace with the new Exhibit B, attached hereto;
- All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE

CITY

By Marion Ashley  
Chairman, Board of Supervisors  
**MARION ASHLEY**

By Ed Monarch  
City of Indian Wells  
ED MONARCH, MAYOR

Attest KECIA HARPER-IHEM, Clerk  
By Kareempton  
DEPUTY

Anna Grandys  
ANNA GRANDYS, CHIEF DEPUTY CLERK  
Print or Type Name

Date MAR 16 2010

Date December 15, 2009

PMG FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 3/16/10

County of Riverside, Community Health Agency

Department of Animal Services

EXHIBIT B

City of Indian Wells

**Field Services**

**Personnel**

**FY09/10**

\*Animal Control Officer (8 hours per month)

Salary	\$1,646
Benefits	\$826
Worker's Compensation	\$56

Sub-total Salaries/Benefits	\$2,528
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\*\*Stand-by Animal Control Officer

Time: @2 hours/mo. x \$55.00/hour x 12 mos.	\$1,320
Mileage*: @.505/mile x 30 miles/mo. X 12 mos.	\$182

*Note: mileage is billed at current IRS rate*	
Sub-total Standby Expense	\$1,502

<b>Total Personnel Expense -Field Services</b>	<b>\$4,030</b>
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**Supplies and Other Charges**

Supplies and Other Charges	\$1,264
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(Uniforms, communication equipment, hand tools, pharmaceuticals, over head, etc.)

<b>Total Supplies/Other Charges - Field Services</b>	<b>\$1,264</b>
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<b>Grand Total - Field Services</b>	<b>\$5,294</b>
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Comments:

\*\*Amounts are estimates and may change depending on actual use.

as of 3/24/09 mecc

1  
2 **CONTRACT FOR ANIMAL CONTROL FIELD SERVICES**

3 THIS CONTRACT is made and entered into this 6th day of Nov. , 2007, by  
4 and between the CITY OF INDIAN WELLS, a California Charter City and Municipal  
5 Corporation of the State of California ("City") and the COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California ("County"), with reference to the following facts:

7 A. City is desirous of contracting with County to provide a broad  
8 range of animal control field services for the purpose of safeguarding the health and  
9 safety of its domestic animals, and for the purpose of promoting the humane treatment of  
10 animals and the stimulation of public support for enforcement of City ordinances relating  
11 to animal control.

12 B. County has the personnel and experience to provide such service and is  
13 willing to enter into a contract with City for the provision of such services subject to the  
14 terms and conditions and for the compensation as hereinafter set forth.

15 C. County will house the City's animals at the Riverside County Animal  
16 Shelter, hereinafter referred to as Shelter, located at 72-050 Pet Land Place, Thousand  
17 Palms, CA, 92276. The handling of these animals will comply with the terms of the  
18 shelter contract between the County of Riverside and Indian Wells.

19 NOW, THEREFORE, the parties hereto mutually agree as follows:

- 20 1. Retention of County. City hereby retains County and County hereby agrees to  
21 operate animal control field services program for City within the corporate limits of  
22 the City of Indian Wells for the compensation and subject to the terms and conditions  
23 as hereinafter set forth.
- 24 2. Term. The term of this contract shall be from the date of execution of this contract  
25 through June 30, 2009 and may be renewed annually thereafter through the annual  
26 amendment process. The City may terminate this contract upon 45 days written  
27 notice to the County and County may terminate this contract with the same 45 days  
28 written notice to the City.

**EACH DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND  
CORRECT COPY OF THE ORIGINAL ON FILE AND OF  
RECORD IN MY OFFICE.**

Dated: Dec 12, 2007

Nancy Romero  
Clerk to the Board of Supervisors  
County of Riverside, California

By: [Signature]  
RIV 12/13/07 2:5

1  
2 3. Definition of Field Services. The Animal Field Services to be provided by County  
3 for City within the corporate limits of the City of Indian Wells shall include the  
4 following activities:

5 (a) Field Service Assistance. Respond to all calls for field service assistance  
6 assistance pursuant to the priority of calls as described in Exhibit A, attached  
7 hereto and incorporated herein by reference.

8 (b) Impoundment. Impound all animals picked up at large and collect such  
9 impound fees as may be established from time to time by resolution of the City  
10 Council.

11 (c) Proper Care and Treatment. Provide care and treatment to any stray or  
12 abandoned animal in accordance with the provisions of Sections 597.1, 597e,  
13 and 597f of the Penal Code of the State of California.

14 (d) Animal Bites. Investigate reported bites by animals. County shall respond  
15 in person to all reported bites by dogs or by suspected rapid or wild animals. As  
16 part of this response, County shall contact and interview the bite victim (or the  
17 victim's parent(s) or guardian(s) in the case of a minor) as part of the bite  
18 investigation procedure. Bite reports shall indicate who reported the bite incident  
19 to County. County will also issue to City's Contracts Administrator a copy of all  
20 animal bite reports within one week of occurrence.

21 (e) Quarantine. Quarantine, as prescribed by State law and in Chapter 6.48 of  
22 the Indian Wells Municipal Code, all animals suspected to be rabid and/or that  
23 have bitten a person or other animal. All such animals shall receive proper  
24 veterinary care and proper nutrition for their condition.

25 (f) Nuisance Animal Complaints. Respond to and process nuisance animal  
26 complaints.

27 (g) Dead Animals. Remove dead animals from the public right-of-way except in  
28 such cases where the animal is on a state highway within City limits. In such



1 cases, the State of California's Department of Transportation will be notified.

2 (h) Trapping. Provide assistance to City residents in removal of domestic or  
3 wild animals from privately owned traps within twenty four (24) hours of being  
4 so notified. Depending upon trap availability, assist City residents in the setting  
5 of, trapping and removal, of domestic and wild animals from public and private  
6 property within seven (7) days.

7 (i) Return of Impounded Animals. Encourage the return of any lost/stray animal  
8 (impounded by field personnel) to the rightful owner in the field subject to the  
9 payment of impound fees.

10 (j) Traps. Offer advise and assistance in setting a trap for an animal at large or  
11 a wild animal on public or private property. County shall not be required to move  
12 belongings or maintain on-premises surveillance, unless in the opinion of the  
13 Director of Animal Services or the responding Animal Control Officer there is a  
14 direct, clear and present danger to human life. County may provide traps for  
15 above purposes with a rental fee to City residents or the City may purchase traps  
16 for the above mentioned to be used only for City residents. Traps will be  
17 available to City residents on a first come, first served basis. County is not  
18 required to provide vector control services under the provisions of this contract.

19 (k) Licenses for Dogs, Kennels and Catteries. County shall issue dog licenses,  
20 licenses to operate dog kennels and catteries within City, and collect fees in  
21 connection therewith for dogs within City. County shall provide its own forms  
22 and tags for such licenses. All fees for licenses to operate dog kennels and  
23 catteries shall be retained by County. All fees collected for dog licenses shall be  
24 accounted for by County and remitted to City on a monthly basis, provided,  
25 however, that County shall retain the sum of \$5.85 for each dog license issued  
26 hereunder.

27 County shall verify dog license status when responding to requests for service  
28

1  
2 or when responding to complaints about animal behavior. The Animal Control  
3 Officer, as part of said officer's regular animal control duties as defined by, but  
4 not limited to the terms of this contract, shall conduct license inspection activities  
5 during animal control investigations for the purpose of ascertaining the number of  
6 unlicensed dogs, to license such dogs and to foster compliance with chapter 6.08  
7 of the Indian Wells Municipal Code. County shall also provide an automated or  
8 manual verification system whereby owners can verify the status of their animal's  
9 license by telephone.

10 (l) Issuance of Warnings and Citations. Enforce all appropriate provisions  
11 of Title 6 of the Indian Wells Municipal Code including the issuance of warning  
12 notices or citations as necessary for violations of the provisions of said Title 6 or  
13 state law.

14 (m) Service to Public. Provide service to the public on matters covered in this  
15 contract consistent with established policies and procedures that promote  
16 courteous and efficient service and good public relations. Other policies and  
17 procedures notwithstanding, County, in processing any type of complaint or  
18 request for service, will indicate to the caller that a response can be expected as  
19 per Exhibit A (page 15). Should a second call be received after the response time  
20 has lapsed (according to Exhibit A), the on-duty supervisor will be notified and  
21 take appropriate action. In the event an in-person response is appropriate to the  
22 specific situation, County shall make such response within 24 hours. This  
23 provision shall be subordinate to shorter time limits specified elsewhere in this  
24 contract, if applicable. A log of such activities must be maintained on a call-by-  
25 call basis and made available to the City at City's request. Log shall include:

- 26 1. Date and time of call
- 27 2. Caller information
- 28 3. Description of request

- 1
- 2 4. Expected response time
- 3 5. Date/time of response
- 4 6. Outcome

5 (n) Complaints. The City and County shall designate a primary and alternate  
6 contact person for the purpose of addressing complaints. "Complaint" as used  
7 herein shall mean any dissatisfaction or problem in the performance of  
8 services under this contract. All complaints received by the City that require a  
9 response from County shall be made by telephone and/or electronic mail to  
10 the designated contact persons for the parties. An electronic mail response  
11 will be made by County within two (2) business days as to the resolution or  
12 ongoing response on the matter. If a response is not received within the time  
13 allotted, the City will forward a request for response to County's Director of  
14 Animal Services and in turn he/she will respond within two (2) business days.  
15 County may refer any complaint to the City's Human Resources/Public Safety  
16 Director or designee as deemed necessary. The County shall designate a  
17 person to assure prompt reporting to the City in this regard.

- 18 4. Hours of Service. Field service activities will be performed daily, based upon  
19 the priority ranking described in Exhibit A. Any City requests involving imminent  
20 danger to the public will be forwarded by telephone and by electronic mail directly to  
21 County's Director or Deputy Director of Animal Services. All calls involving  
22 imminent danger scenarios will be responded to within 60 minutes as reasonably  
23 possible, subject to considerations involving the time of day, traffic conditions, or  
24 other uncontrollable circumstances.

25 County shall provide a means for responding to calls for service that take  
26 place during limited service periods (as defined below) which are of an emergency  
27 nature pursuant to Exhibit A. Field service personnel shall be assigned to patrol and  
28 other field service tasks as defined by County.

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2 The following definitions of “regular service hours”, “limited service” and  
3 “holidays” are intended to identify the broad time frames during which specific level  
4 of service will be provided. “Regular service hours” shall be deemed to mean  
5 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, holidays  
6 excepted. “Limited service” is defined as providing essential services defined in  
7 Exhibit A of this contract from 4:00 p.m. to 8:00 a.m., Monday through Friday, all  
8 day Saturday, Sunday and on holidays. “Holidays” as used herein shall be those as  
9 established by the County of Riverside and the City of Indian Wells. County shall  
10 answer all telephone calls between the hours of 8 a.m. and 5 p.m., Monday through  
11 Friday. Calls shall be answered by the answering service after hours and on holidays,  
12 as noted above. Calls answered by the answering service will be handled on an  
13 emergency basis as outlined in Exhibit A. The dispatcher and/or clerical support staff  
14 shall maintain a record of all requests for service, both emergency and routine,  
15 received during regular service hours and after regular service hours, including time  
16 and date, when the calls were answered and the disposition of those calls. Records  
17 of these calls shall be maintained for at least thirty (30) days. City and County agree  
18 that any incident reports to the County by residents or through emergency services  
19 involving a dangerous, aggressive, wild, injured or sick animal constitutes an  
20 emergency and requires immediate action by County. When the City Manager or  
21 designee of City have reason to believe that an animal control emergency exists  
22 consistent with the Priority of Field Service, attached hereto as Exhibit A, the City  
23 Manager or designee shall notify County and request a prompt response.

- 24 5. Shelter Care and Disposition Services. The County will house City’s animals at the  
25 Riverside County Animal Shelter, hereinafter referred to as Shelter, located at  
26 72-050 Pet Land Place, Thousand Palms, CA 92276. The handling of these animals  
27 will comply with the terms of the contract between the City of Indian Wells and the  
28 County of Riverside.

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2 6. Veterinary Services. The City shall be responsible for the payment of veterinarian  
3 fees incurred as a result of the enforcement of Penal Code 597.1.

4 7. Contract Performance. County's Director of Animal Services or the designated  
5 representative of said Director and City's City Manager or designee shall meet as  
6 necessary, to discuss contract performance.

7 City shall notify County in writing of any material failure to perform under  
8 the terms of this contract and shall request County to correct such deficiencies  
9 within ten (10) calendar days or such longer period as City deems reasonable  
10 under the circumstances. A "material failure" shall be defined as the inability or  
11 unwillingness to perform all or any portion of this Agreement.

12 8. Monthly Reports. County shall furnish to the City Manager, or the designated  
13 representative of the City Manager, monthly reports including invoices detailing  
14 field services by the 25<sup>th</sup> day of the following month. The monthly reports shall  
15 contain the following data for field services of the prior month and year-to-date  
16 statistics:

- 17 (a) Number of dogs surrendered by owners in the field.  
18 (b) Number of stray dogs impounded in the field.  
19 (c) Number of dead dogs impounded in the field.  
20 (d) Number of cats surrendered by owners in the field.  
21 (e) Number of stray cats impounded in the field.  
22 (f) Number of dead cats impounded in the field.  
23 (g) Number of wild animals impounded alive in the field.  
24 (h) Number of dead wild animals taken into custody in the field.  
25 (i) Number of miscellaneous animals impounded in the field.  
26 (j) Number of injured animals impounded in the field.  
27 (k) Number of requests for service received each day.  
28 (l) Number of animal bite calls.

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2 (m) Number of sick/injured animal calls.

3 (n) Vicious animal (imminent danger) and law enforcement calls.

4 (o) Cruelty/animal neglect calls.

5 (p) Number of nuisance animal complaints received and processed.

6 These monthly reports shall provide a summary of the utilization of  
7 field service employees' hours. Upon reasonable notice to County, City may inspect  
8 any facility or records to verify the data contained in the reports.

- 9 9. Compensation. City and County agree that the costs for services provided under this  
10 contract shall be based on the budgeted amount of the actual program costs and  
11 expenses. Special or unanticipated costs shall be billed at the actual cost to provide  
12 such services to City. The rate of apportionment of costs may be recalculated at the  
13 end of the first fiscal year or earlier and readjusted as necessary, with mutual consent  
14 by a written supplement to this contract.

15 County shall submit a billing to City, on a monthly basis, for costs incurred  
16 during the immediately preceding month and said billing shall include the hours of  
17 such services provided, the nature of such services and the mileage incurred and City  
18 shall pay County upon such billing and accounting. The maximum amount payable  
19 by City to County under this Agreement shall not exceed \$12,097. Should the  
20 amount of \$12,097 not be sufficient to cover the expenses January 1, 2007 through  
21 Fiscal Year 2008/09, County shall notify City at least sixty (60) days in advance.  
22 Upon such notification, County shall discontinue services unless City provides  
23 written assurance that funds are available to defray further expenses incurred by  
24 County.

25 For contract renewals, County shall provide to City as soon as possible, but  
26 not later than March 15<sup>th</sup>, a fiscal budget commencing July 1<sup>st</sup> of the following year.

- 27 10. Missing or Stolen Animals. County shall file a report with the Indian Wells Police  
28 Department within 24 hours if an impounded animal is missing or suspected to

1  
2 have been stolen from an animal control vehicle or while in County custody. County  
3 shall indicate on the police report the circumstances of the animal's disappearance.

4 11. Personnel, Supplies and Equipment. County shall provide all personnel, supplies,  
5 medications and pharmaceuticals, and equipment necessary for the efficient and  
6 effective operation of the Animal Field Service program provided for herein,  
7 including, but not limited to, Animal Control Officers, clerical staff, vehicles,  
8 license tags and forms, citation forms, notices and all necessary envelopes and  
9 postage as budgeted.

10 12. Training of Field Personnel. County, shall assign, train and supervise all field  
11 service personnel assigned to the corporate limits of the City of Indian Wells to  
12 perform duties under this contract. All personnel shall be trained, qualified and  
13 authorized to administer and/or enforce all laws, rules and regulations; operate all  
14 necessary equipment, have the ability to recognize animal breeds, diseases and  
15 injuries; and shall be competent to administer first aid to animals in the field.

16 13. Provision of Vehicles and Radio Equipment. County shall provide one (1) animal  
17 control vehicle with an appropriate animal control box mounted on the truck  
18 chassis and air conditioning unit mounted on the animal control truck box for use by  
19 one Animal Control Officer. County shall equip, fuel and maintain said vehicles.  
20 County vehicles when the vehicles reach 150,000 miles or is 5 years old, whichever  
21 comes first. The replacement cost of said vehicles shall be at the County's expense.  
22 County shall provide and maintain the radios installed in all field service vehicles and  
23 the equipment for dispatch.

24 14. Records. County shall maintain and keep records of all expenditures and obligations  
25 incurred pursuant to this contract and all income and fees received thereby according  
26 to generally recognized accounting principles. Such records shall be maintained by  
27 County for a minimum of three (3) years. The records and/or animal control  
28 operations of County shall be open to inspection and audit by City or its authorized

1  
2 representative as is deemed necessary by the City Manager of the authorized  
3 representative of the City Manager upon reasonable notice to County.

- 4 15. Indemnification. County shall indemnify and hold City, its officers, agents,  
5 employees and independent contractors free and harmless from any claim or liability  
6 whatsoever, based or asserted upon any act or omission of County, its officers,  
7 agents employees, volunteers, subcontractors, or independent contractors, for  
8 property damage, bodily injury or death, or any other element of damage of any kind  
9 or nature arising out of the performance of this Agreement to the extent that such  
10 liability is imposed on City by the provisions of California Government Code  
11 Section 895.2 or other applicable law, and County shall defend at its expense,  
12 including attorney fees, City, its officers, agents and employees and independent  
13 contractors in any legal action or claim of any kind based upon such alleged acts or  
14 omissions.

15 City shall indemnify and hold county, its officers, agents, employees and  
16 independent contractors free and harmless from any claim or liability whatsoever,  
17 based or asserted upon any act or omission of City, its officers, agents employees,  
18 volunteers, subcontractors, or independent contractors, for property damage, bodily  
19 injury or death, or any other element of damage of any kind or nature arising out of  
20 the performance of this Agreement to the extent that such liability is imposed on  
21 County by the provisions of California Government Code Section 895.2 or other  
22 applicable law, and City shall defend at its expense, including attorney fees, County,  
23 its officers, agents, and employees and independent contractors in any legal action or  
24 claim of any kind based upon such alleged acts or omissions.

25 The provisions of this Paragraph 15 shall survive the expiration or early  
26 termination of this contract.

- 27 16. Insurance. County shall secure public liability and property damage insurance or  
28 maintain self-insurance reserves as shall protect it from claims for damages for



1  
2 personal injury, including accidental death, as well as from claims for property  
3 damage which may arise from operations under this contract. Said insurance shall be  
4 maintained in full force and effect during the term of this contract or renewals or  
5 extensions thereof. Such policy of insurance or self-insurance shall be for not less  
6 than \$1,000,000 per occurrence, \$2000,000 aggregate for liability purposes.

7 Additionally, County shall maintain a policy of insurance or self-insurance which  
8 shall be for not less than \$1,000,000 combined single limit for injuries, including  
9 accidental death, to any person and property damage arising for automobile usage.

10 Any policy of insurance shall be placed with a company authorized and rated by Best  
11 Insurance Guide AVIII or better, or the equivalent thereof if another insurance guide is  
12 used, to do business in the State of California. Copies of all policies or certificates of  
13 insurance guide is used, to do business in the State of California. Copies of all  
14 policies or certificates of insurance or self-insurance shall be filed with City and shall  
15 include City and it's officials, officers, employees and agents, as an additional  
16 insured. Said policies or certificates shall provide for thirty (30) days written notice  
17 to City prior to reduction in coverage or cancellation.

18 17. Workers' Compensation. County shall provide insurance or be self-insured as  
19 required by California law to protect said County from claims under the Workers'  
20 Compensation Act. Upon execution of this contract, the County shall file with City  
21 either a Certificate of Insurance showing that such insurance is in effect or that  
22 County is self-insured for such coverage. Any certificate of insurance shall state that  
23 City will be given ten (10) days prior written notice before modification or  
24 cancellation thereof.

25 18. Independent Contractor. County and the officials, officers, employees and agents of  
26 County, in the performance of this contract, shall act in an independent capacity and  
27 not as officers or employees of City. County acknowledges and agrees that City has  
28 no obligation to pay or withhold state or federal taxes or to provide workers'

1  
2 compensation or unemployment insurance. County as an independent contractor  
3 shall be responsible for any and all taxes that apply to County as an employer.

4 19. No Third Party Beneficiary. This contract between City and County is intended for  
5 the mutual benefit of the two signing parties only. No rights are created under this  
6 contract in favor of any third party or any party who is not a direct signatory to this  
7 contract in favor of any third party or any party who is not a direct signatory to this  
8 contract.

9 20. Notices. All notices, requests, consents, approvals or other communications between  
10 the parties in connection with this contract shall be deemed given if addressed to the  
11 recipient party at its last known address and, with postage prepaid, deposited in the  
12 United States mail. The current addresses of the parties are as follows:

<u>City</u>	<u>County</u>
City of Indian Wells	County of Riverside
City Manager	Director, Department of Animal Services
44950 Eldorado Drive	5950 Wilderness Avenue
Indian Wells, CA 92210	Riverside, CA 92504

18 Either party, upon notice to the other, may from time to time change its mailing  
19 address.

20 21. Nondiscrimination. During the performance of this contract, County agrees that it  
21 shall not discriminate on the grounds of race, religious creed, color, national origin,  
22 ancestry, age, physical disability, mental disability, medical condition including the  
23 medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any  
24 condition related thereto, marital status, sex or sexual orientation in the selection and  
25 retention of employees and subcontractors and the procurement of materials and  
26 equipment, except as provided in Section 12940 of the Government Code of the State  
27 of California.

28 Further, County agrees to conform to the requirements of the Americans with

Disabilities Act in the performance of this contract.

22. 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 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.

23. 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.

24. Amendments. Any amendments or supplements to this contract shall be in writing and shall have the approval of the Board of Supervisors and the City Council. This is the entire agreement for field services and supersedes any prior written or oral agreement inconsistent herewith.

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IN WITNESS WHEREOF the parties hereto have caused this contract to be executed by authorized officers on the day and year first above written.

COUNTY OF RIVERSIDE, a political subdivision

CITY OF INDIAN WELLS, a municipal corporation

By [Signature]  
John Tavaglione,  
Chairman, Board of Supervisors

By [Signature]  
City Manager

Attest:  
NANCY ROMERO, Clerk of the Board

Attest [Signature] Chief Deputy  
City Clerk 10-1-07

By [Signature]  
Deputy

Approved as to Form:

Approved as to Form:

By [Signature] 09-24-07  
Deputy County Counsel

By [Signature]  
City Attorney

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3  
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**EXHIBIT A**  
**PRIORITY OF FIELD SERVICES**

5           DEFINITIONS: Services are those enforcement activities rendered by County  
6 pursuant to Title 6 of the Indian Wells Municipal Code and related State codes and are  
7 assembled for expediency into two categories: Emergency and Non-Emergency. Priority  
8 Ranking refers to the order of priority with which a call will be handled. All calls will go  
9 directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a  
10 call is "exceptional," it will be referred to the Supervisor for evaluation and processing.

11           An Animal Control Officer will respond to animal medical emergencies and other  
12 emergencies involving danger to humans within 30 minutes or less during regular service hours,  
13 Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after  
14 regular service hours and holidays, factors affecting response time including traffic congestion or  
15 other hindering circumstances uncontrollable by the County. Response time to non-emergency  
16 calls will be within 24-hours.

17 Calls considered as Emergencies to be handled Without Delay During Regular Working Hours,  
18 Monday Through Friday.

19  
20 **PRIORITY RANKING:**

- 21           1. Animals endangering health or safety of the community.  
22           2. Aggressive stray animals at large on school grounds or playground.  
23           3. Police Department requests for service.  
24           4. Sick or injured stray animals.  
25           5. Confined sick or injured animals.  
26           6. Animals in distress.  
27           7. Humane investigations – life threatening.  
28           8. Livestock or equine at-large.

9. Quarantined biting animals.

Calls Considered as Emergencies to be Handled Without Delay After Normal Service Hours and Holidays.

- 1. Animal endangering health or safety of the community.
- 2. Police Department requests for emergency service.
- 3. Sick or injured stray animals.
- 4. Animals in distress.
- 5. Humane investigations – life threatening.
- 6. Livestock or equine at-large.

Calls Considered as Non-Emergency to be handled Within 24-Hours During Regular Business Hours:

- 1. Pick up confined, healthy, stray-animals.
- 2. Dead animals on private or public property.
- 3. Animals being released from quarantine.
- 4. Release of quarantined animals.
- 5. Leash law enforcement.
- 6. Nuisance animal investigations.
- 7. Permit investigations.
- 8. Dog license enforcement.

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. Qualifying incidents will be determined by the responding officer on each of the above listed.

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**EXHIBIT B**

January 1, 2007 through June 30, 2009

**FIELD SERVICES****PERSONNEL****Animal Control Officer (8 hours per month)**

Salary	\$3,993
Benefits	\$2,004
Worker's Compensation	<u>\$ 135</u>

**Sub-total Salaries/Benefits** **\$6,132**

**Stand-by Animal Control Officer**

Time: @ 2 hours/mo. x \$47/hour x 12 months	\$2,820
Mileage: @ .42/mile x 30 miles/mo. x 12 months	<u>\$ 378</u>

**Sub-total Stand-by Expense** **\$3,198**

**TOTAL PERSONNEL EXPENSE:** **\$9,330**

**SUPPLIES and OTHER CHARGES**

Supplies and Other Charges	\$2,767
(uniforms, communications equipment, hand tools, pharmaceuticals, overhead, etc.)	

**TOTAL SUPPLIES & OTHER CHARGES:** **\$2,767**

**GRAND TOTAL FIELD SERVICES:** **\$12,097**

\*additional annual costs will be provided by March 15<sup>th</sup> of each subsequent year per Section 10. Compensation (page 10)

\*\*subject to prevailing County cost; includes fuel and maintenance animal control vehicle