

FORM APPROVED COUNTY COUNSEL
 BY: Jenny H. RA DATE: 4/21/10

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

659



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 April 20, 2010

SUBJECT: Ratify the Second Amendment to the Animal Field Services Contract 05-049 with Cathedral City

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Second Amendment between the City of Cathedral City and the County of Riverside for the performance period of July 1, 2009 through June 30, 2010, in the amount of \$109,279;
- 2) Authorize the Chairperson to execute three (3) original copies of the agreement on behalf of the County of Riverside;

BACKGROUND: The Department of Animal Services (DAS) has been providing field services for Cathedral City (CITY) since February 2006. Such services include safeguarding 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. The original contract was approved by the Board of Supervisors on February 7, 2006, item 3.5, for the performance period of February 7, 2006 through June 30, 2008, and amended for the first time on June 24, 2008, item 3.10 for the period of July 1, 2008 through June 30, 2009.

(Continued)

Robert P. Miller

Robert Miller, Director
 Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 109,279	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

SOURCE OF FUNDS: 100% funded by the City of Cathedral City	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 Courtois*
 Debra Courtois

County Executive Office Signature

Policy

Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 4, 2010
xc: CHA-Animal Services

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

Prev. Agn. Ref.: 6/24/08 3.10, 2/7/06 3.5 District: 4 Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.18

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

(Continued)

BACKGROUND: This is a revenue contract in which the Department of Animal Services continues to provide field services for the CITY. Field Services are provided through the existing Animal Control Officer position solely funded by the CITY. The CITY'S animals will continue to be housed at the Coachella Valley Animal Campus.

As per Board Policy A-30, staff positions shall be deleted should the agreement be terminated.

FINANCIAL IMPACT: The original three-year cost for field services was \$242,759, including a one-time cost of \$22,200, which was spread over a period of three (3) years from FY05/06 through FY07/08. The cost for field services for FY08/09 was \$103,015. At this time the cost for field services for FY09/10 is \$109,279 which includes a one time service fee of \$321, for changing the after hours recording directing the public to call Cathedral City Police Department as referenced in Exhibit A, Section 2 of the Second Amendment.

**SECOND AMENDMENT TO THE AGREEMENT
WITH
CATHEDRAL CITY**

(Field Services for Cathedral City)

That certain Agreement between the County of Riverside Community Health Agency, Department of Animal Services (COUNTY) and Cathedral City (CITY) approved on February 7, 2006, item 3.5, was first amended on June 24, 2008, item 3.10, and is hereby amended for a second time, effective July 1, 2009, as follows:

- To amend the period of performance from July 1, 2008, through June 30, 2009, to July 1, 2009, through June 30, 2010.
- To increase the amount of compensation for Fiscal Year 2009/10 from one-hundred three thousand and fifteen dollars (\$103,015) to one-hundred ~~nineteen thousand, one hundred and ninety-nine~~ ~~dollars (\$109,279).~~ nine thousand, two hundred seventy-nine
- To include in this Fiscal Year 2009/10 amount of compensation a one time service fee of three hundred twenty-one dollars (\$321), for changing the after hours recording directing the public to call Cathedral City Police Department as referenced in Exhibit A, Section 2 attached hereto;
- To delete Exhibit A, "Scope of Animal Field Services," in its entirety and replace with the new Exhibit A, "Scope of Animal Field Services," attached hereto;
- To delete Exhibit B, "Payment Provisions," in its entirety and replace with the new Exhibit B, "Payment Provisions," 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

Cathedral City

By: Marion Ashley
Marion Ashley, Chairman, Board of Supervisors

By: Stanley E. Henry

Attest: Ke'cia Harper-Ihem, Clerk

STANLEY E. HENRY
Print or Type Name

By: Kamberton, deputy

Date: MAY 04 2010

Date: 4/14/2010

FORM APPROVED COUNTY COUNSEL
BY: JIMMY HERR 4/21/10
DATE

CATHEDRAL CITY

FY09/10

EXHIBIT A

SCOPE OF ANIMAL FIELD SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following animal control services for Cathedral City, hereinafter referred to as CITY:

1. Animal Pick-Up and Seizure Services: Field Services

1.1 Regular field service patrol provided between the hours of 7:30am and 5:00pm, Monday through Friday.

1.2 Impound all animals caught and collect impound fees assessed as defined as applicable COUNTY, CITY or Coachella Valley Animal Campus agreement, approved on October 28, 2003, Item 3.7. Unpaid fees and charges for care and/or destruction of any animal delivered to COUNTY by a designated City Official, which animal is not redeemed by its owner, shall be charged to CITY at the rates identified in the applicable COUNTY, CITY or Coachella Valley Animal Campus agreement.

1.3 Quarantine, as prescribed by State law, all animals suspected to be rabid and/or that have bitten a person or another animal.

1.4 Investigate reported animal bites in accordance with State and local laws/requirements. All animal bites will be investigated within eight (8) hours.

1.5 Respond and take steps to resolve noisy animal complaints.

1.6 Remove dead animals from the public right-of-way.

1.7 Provide assistance in the trapping and removal of domestic and wild animals from public and private property. Use humane traps available for these purposes and make them available to the public on a rental basis.

- 1.8 Verify animal license status when responding to request for service or when responding to complaints about animal behavior.
- 1.9 Encourage the return of lost/stray animals (impounded by field personnel) to their rightful owner in the field, by field service personnel whenever possible, in order to eliminate the need for the pet owner to make the trip to the shelter and to minimize stress to the animal.
- The COUNTY requires that the owner or designated owner be present to accept the return of his/her pet. Dogs must have current license and rabies vaccination.
- 1.10 Monthly reports detailing the field service activities of the previous month.
- 1.11 Inspect kennels, catteries, and pet shops in the CITY in response to written complaints pursuant to California State and COUNTY laws and local ordinances.
- 1.12 Investigations of cruelty to animals and animal gaming cases.
- 1.13 Court appearances.
- 1.14 Complaint resolution.

2. **Emergency Response During and After Operating Hours**

Emergency services are available at the CITY'S request, holidays and weekends on an on-call basis of \$55.00 per hour, .505 cents per mile (when a COUNTY vehicle is used) with a two-hour call-out minimum. The COUNTY shall implement an after hours recording directing the public to contact Cathedral City Police Department Communications Center at (760) 770-0300, for after hours emergency animal services. Cathedral City Police Department shall notify the COUNTY if emergency after hours animal services are requested, and authorize all emergency after hour services.

The standby officer will respond to the emergency call by vehicle within 60 minutes or less. A backup standby officer will be available if the schedule backup officer cannot respond within thirty minutes.

3. **Qualifications and Training for Animal Control Officer(s)**

Field Services personnel shall be required to have animal care and control experience and/or training for the position prior to starting work. Animal Control Field personnel

shall have at least six (6) months of experience in a public or private animal control program.

4. Shelter Care and Disposition Services

The COUNTY will house the CITY'S animals at the Coachella Valley Animal Campus located at 72-050 Pet Land Place, Thousand Palms, CA 92276. The handling of these animals will comply with the terms of the contract between the COUNTY and CITY for shelter services.

5. Personnel and Supplies

The COUNTY shall provide the personnel and supplies necessary to perform its obligations under this Agreement, including but not limited to one (1) Animal Control Officer, work supplies and overhead requirements.

6. Equipment and Insurance

6.1 The CITY shall pay the COUNTY an annual fee of six-thousand, three hundred and seventy dollars (\$6,370) for one (1) animal control truck, which shall be covered under the COUNTY'S insurance policy.

6.2 Office and storage space to be used by the Animal Control Officer shall be provided at the Coachella Valley Animal Campus.

7. Veterinary Services

The CITY shall be responsible for the payment of veterinary fees incurred as a result of any enforcement activities, including but not limited to, the enforcement of Penal Code section 597. All attempts will be made to recover these funds from the animal owner; however, all un-recovered funds shall be paid by the CITY.

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CATHEDRAL CITY

FY09/10

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 relative to the services to be performed under this Agreement as follows and detailed in Attachment A, attached hereto:

1. Field Services

1.1 Personnel Expense for one (1) FTE Animal Control Officer \$4,968.83/mo

1.2 Supplies and Other Charges \$3,015.25/mo

1.3 Stand-by services to be billed based upon actual usage, \$600.50/mo

and at the rate of \$55.00 per hour and \$.505 per mile.

1.4 All fees collected for dog licenses within the CITY limits shall be accounted for by COUNTY and remitted to CITY on a monthly basis, provided, however, that COUNTY shall retain the sum of \$5.85 for each dog license issued hereunder.

Animal Licensing Administrative Fee \$495.25/mo

1.5 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.

2. Shelter Services

2.1 The Coachella Valley Animal Campus will be responsible for shelter services which are not covered under this Agreement

1 2.2 COUNTY agrees to use Coachella Valley Animal Campus for shelter services
2 under this Agreement.

3 **3. Scheduled Compensation**

4 The scheduled compensation payable to COUNTY for all services as set forth in this
5 Agreement is one hundred nine thousand, two hundred seventy-nine dollars (\$109,279)
6 annually, during the period commencing July 1, 2009 through June 30, 2010. Payments
7 shall be received monthly in arrears with the final payment received by August 31st
8 following the end of the fiscal year.

9 NOTE: Checks shall be made payable to County of Riverside.

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Attachment A

County of Riverside, Community Health Agency
Department of Animal Services
Annual Contract Proposal - Exhibit B Attachment
FY 09/10 Budget
City of Cathedral City

Field Services

Personnel

FY 09/10

*Animal Control Officer (1FTE)	
Salary	\$39,423
Benefits	\$19,613
Worker's Compensation	\$590
Sub-total Salaries/Benefits	\$59,626
**Stand-by Animal Control Officer	
Time: @ 10 hours/mo. x \$55.00/hour x 12 mos.	\$6,600
Mileage: @ .505/mile x 100 miles/mo. x 12 mos.	\$606
Sub-total Standby Expense	\$7,206

Total Personnel Expense - Field Services	\$66,832
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Supplies and Other Charges

Supplies and Other Charges (Uniforms, communication equipment, hand tools, pharmaceuticals, over head etc.)	\$29,813
Carpool Expense (Truck Lease/Maintenance)	\$6,370
Animal Licensing Administrative Fee (County retains \$5.85 for each dog license issued)	\$5,943
One time service fee for changing the after hours recording (Directing the public to call Cathedral City Police Department)	\$321

Total Supplies/Other Charges – Field Services	\$42,447
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Grand Total – Field Services	\$109,279
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Comments:

*Interview process for Animal Control Officer should be participatory and include both the City of Cathedral City and the County of Riverside.

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

***Shelter services will be provided by the Coachella Valley Animal Campus per current City of Cathedral City contract.