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

FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:

January 10, 2011

SUBJECT: Ratify the Second Amendment to Contract No. 08-033 with the City of Rancho Mirage for Animal Field Services to the City

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Second Amendment between the City of Rancho Mirage and the County of Riverside for the performance period of July 1, 2010 through June 30, 2011 in the amount of \$7,980; and
- 2) Authorize the Chairperson to execute three (3) original copies of the Contract on behalf of the County of Riverside.

BACKGROUND:

Since December 18, 2007 the County of Riverside Department of Animal Services (County) has been in a Contract with the City of Rancho Mirage (City) to provide Animal 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 on page 2)
nd

Robert P. Miller
Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 7,980	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% funded by the City of Rancho Mirage	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 Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone 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: February 1, 2011
 xc: CHA-Animal Services

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

Jan 10 2011 3:30

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

Prev. Agn. Ref.: 12/18/07 3.12	District: 4	Agenda Number: 3.2
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ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 1/13/11
DAVID H.K. HUFF, Department of Finance

Form 11

Subject: Ratify the Second Amendment to Contract No. 08-033 with the City of Rancho Mirage for Animal Field Services to the City

Page 2

BACKGROUND Continued:

The City now provides their own Field Service Officer and has requested County to provide Supplemental Field Services to the City at City's request.

The City's animals will be housed at the Riverside County Animal Shelter, Coachella Valley Animal Campus located at 72-050 Pet Land Place, Thousand Palms, CA 92276.

FINANCIAL DATA:

The City has agreed to pay the COUNTY for Animal Field Services at the rate of \$104 per hour as established in the Department of Animal Services FY10/11 Service Rate Study.

- To delete Section 5, "Shelter Care and Disposition Services". The revised "Shelter Care and Disposition Services" is included in Exhibit A, Section 2.
- To delete Section 13, "Provision of Vehicles and Radio Equipment". The revised "Provision of Vehicle and Radio Equipment" is included in Exhibit A, Section 3.
- To delete Section 10, "Missing or Stolen Animals". The revised "Missing or Stolen Animals" is included in Exhibit A, Section 4.
- To amend Section 21, "Notices" as follows:

<u>County</u>	carbon copy: <u>County</u>
Community Health Agency	Department of Animal Services
Procurement / Contracts	Director of Animal Services
4065 County Circle Drive	6851 Van Buren Boulevard
Riverside, California 92503	Riverside, California 92509

City
 City of Rancho Mirage
 City Manager
 69-825 Highway 111
 Rancho Mirage, CA 92270

- 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.

By **COUNTY**
Bob Buster
 Chairman, Board of Supervisors

By **CITY**
Patrick M. Pratt
 City Manager

Print Bob Buster, Chairman

Print Patrick M. Pratt, City Manager

ATTEST: Kecia Harper-Ihem

By Kecia Harper-Ihem, deputy

By _____

Date FEB 01 2011

Date January 12, 2011

FORM APPROVED COUNTY COUNSEL
 BY DAVID H.K. HUFF DATE 1/13/11

CITY OF RANCHO MIRAGE**FY10/11****EXHIBIT A****SCOPE OF SUPPLEMENTAL FIELD SERVICES**

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6 **1. Definition of Supplemental Field Services:** The Supplemental Field Services to be
7 provided by COUNTY for CITY within the corporate limits of CITY shall include but not be
8 limited to the following activities as requested by CITY:

9 **1.1 Supplemental Field Service Assistance:** Respond to all calls for Supplemental
10 field service assistance pursuant to the priority of calls as described in this Exhibit.

11 **1.2 Impoundment:** Impound all animals found at large and collect such impound fees as
12 may be established from time to time by resolution of the CITY Council.

13 **1.3 Proper Care and Treatment:** Provide care and treatment to any stray or abandoned
14 animal in accordance with State law and local ordinances.

15 **1.4 Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in
16 person to all reported bites by dogs or by suspected rabid or wild Animals. As part of
17 this response, COUNTY shall contact and interview the bite victim (or the victim's
18 parent(s) or guardian(s) in the case of a minor) as part of the bite investigation
19 procedure. Bite reports shall indicate who reported the bite incident to COUNTY.
20 COUNTY will also issue to the CITY Manager, or his/her designee, a copy of all
21 animal bite reports within one week of completion.

22 **1.5 Quarantine:** Quarantine, as prescribed by State law and COUNTY Ordinances as
23 codified under Riverside COUNTY Code Title 6, or any successor thereto
24 (hereinafter referred to as "Riverside COUNTY Code Title 6") all animals suspected
25 to be rabid and/or that have bitten a person or other animal.

26 **1.6 Stray and Barking Animal Complaints:** Respond to and process stray and barking
27 animal complaints as referenced in Riverside COUNTY Code Title 6 or appropriate
28 CITY ordinance.

1.7 Dead Animals: Assist City 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

1 telephone, facsimile, electronic mail transmission or other means the State of California's
2 Department of Transportation.

3 **1.8 Trapping:** Assist CITY residents in removal of domestic or wild Animals from
4 privately owned traps. Depending upon trap availability, assist CITY residents in the
5 setting of, trapping and removal of domestic and wild Animals from public and private
6 property during standby or weekends. COUNTY shall not be required to move belongings
7 or maintain on-premises surveillance, unless in the opinion of the Director of Animal
8 Services or the responding Animal Control Officer there is a direct, clear and present danger
9 to human life. COUNTY may provide traps for the above-stated purposes with a rental fee
10 to CITY residents. Traps will be available to CITY residents on a first come, first served
11 basis. COUNTY is not required to provide vector control services under the provisions of
12 this contract.

13 **1.9 Return of Impounded Animals:** Encourage the return of any lost/stray Animal
14 (impounded by field personnel) to the rightful owner in the field, subject to the payment of
15 impound fees.

16 **1.10 Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents at CITY'S
17 request. CITY shall provide its own tags for such licenses, but shall coordinate the
18 numbering sequence with COUNTY prior to ordering. All fees collected for dog
19 licenses shall be accounted for by COUNTY and remitted to CITY on a quarterly
20 basis, provided, however, that COUNTY shall retain the sum of \$5.85 for each dog
21 license issued hereunder. COUNTY shall verify dog license status when responding
22 to requests for service or when responding to complaints about Animal behavior. The
23 Animal Control Officer, as part of said officer's regular animal control duties as
24 defined by, but not limited to, the terms of this contract, shall conduct license
25 inspection activities during animal control investigations so as to ascertain the
26 number of unlicensed dogs, to license such dogs and to foster compliance with
27 Rancho Mirage Municipal Code. COUNTY shall also provide an automated or
28 manual verification system whereby owners can verify the status of their Animal's
license by telephone.

1.11 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, 08-033

State law or CITY municipal codes.

1.12 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 5 below.

2. Shelter Care and Disposition Services: The COUNTY will house CITY's animals at the Coachella Valley Animal Campus, or another shelter service provider agreed to by CITY.

3. 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.

4. 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.

5. Priority of Supplemental Field Services:

5.1 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 5.4 of this Exhibit, it will be referred to the Supervisor for evaluation and processing. 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.

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

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

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

1 business day during phone center operational hours. These calls will then be scheduled for
 2 response in accordance with this Exhibit.

3 **5.2 Calls considered as Emergencies to be handled Without Delay after Normal**
 4 **Service Hours and Holidays:**

- 5 **5.2.1** Animals endangering health or safety of the community.
 6 **5.2.2** Police Department, City Manager or designee requests for service.
 7 **5.2.3** Sick or injured stray animals.
 8 **5.2.4** Animals in distress.
 9 **5.2.5** Humane investigations – life threatening. (Depending on immediate
 10 circumstance)
 11 **5.2.6** Livestock or equine at-large.

12 **5.3 Calls Considered as Non-Emergency to be handled during Regular Business**
 13 **Hours:**

- 14 **5.3.1** Pick up confined, healthy, stray-animals.
 15 **5.3.2** Dead animal removal.
 16 **5.3.3** Quarantine investigations.
 17 **5.3.4** Leash law enforcement.
 18 **5.3.5** Nuisance animal investigations.
 19 **5.3.6** Permit investigations.

20 **5.4 Exceptions:**

21 The Animal Control Director or the deputies of the Animal Control Director may,
 22 on a case-by-case basis, authorize variations of priority when circumstances require.
 23 COUNTY shall provide a written report within five (5) business days of making a
 24 determination that a variation in priority was required. Qualifying incidents will be
 25 determined by the responding officer.

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CITY OF RANCHO MIRAGE

FY10/11

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:

1. Supplemental Field Services

1.1 Animal Control Officer: Estimated to be 61.20 hrs/yr x \$104 per hr = \$6,365

The cost to provide one Animal Control Officer to service an area for a total of 61.20 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime City will be billed based on actual hours, with a minimum of a two (2) hour call out.

1.2 Licensing services: Estimated to be 276 x \$5.85 per license = \$ 1,615

The administrative handling fee to sell city dog licenses is an estimated total based on past experience.

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is seven thousand nine hundred eighty dollars (\$7,980.00), for the period commencing July 1, 2010 through June 30, 2011.

The Estimated Time and Estimated License Admin Fees will be billed based on the actual usage each month and may differ from the annual total above

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