

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

228



FROM: Department of Animal Services

SUBMITTAL DATE:
July 10, 2012

SUBJECT: Ratify Agreement 12-065 between the City of Palm Desert and the County of Riverside Department of Animal Services for Animal Field Services, for the term of July 1, 2012 through June 30, 2015

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify Agreement 12-065 between the City of Palm Desert and the County of Riverside Department of Animal Services for Animal Field Services, for the term of July 1, 2012 through June 30, 2015, for the annual amount of \$144,646 and for a term amount of \$433,938; and
- 2) Direct the Chairperson to execute three (3) Agreements on behalf of the County of Riverside.

BACKGROUND: The County of Riverside Department of Animal Services (COUNTY) has been providing animal field services for the City of Palm Desert (CITY) since 2003, in order to safeguard the CITY's domestic and wild animals, promote the humane treatment of animals, and enforce the CITY's Ordinances and State laws relating to animal control. The CITY's animals are housed at the County run Coachella Valley Animal Campus Shelter. (Continued page 2)

RM:nd

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

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 144,646 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 12/13 |

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: August 28, 2012
xc: Animal Services

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

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.17

FISCAL PROCEDURES APPROVED BY *Samuel Wong* SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL BY *Bruce G. Fordon* BRUCE G. FORDON
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER BY *Bruce G. Fordon* BRUCE G. FORDON
 DATE 7/12/12
 Departmental Concurrence

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

Form 11

Subject: Ratify Agreement 12-065 between the City of Palm Desert and the County of Riverside Department of Animal Services for Animal Field Services, for the term of July 1, 2012 through June 30, 2015

Page 2

(Continued)

FINANCIAL DATA: City will be charged for actual services rendered in accordance with fees established by County of Riverside Ordinance 560 and 630. Charges will be billed monthly to City.

Fees for services will be included in the FY12/13 Department Budget scheduled for approval in August 2012. No budget adjustment required.

| Service | FY12/13 | FY13/14 | FY14/15 | Totals |
|--|------------------|------------------|------------------|------------------|
| Regular Field Service | \$127,026 | \$127,026 | \$127,026 | \$381,078 |
| Over-time Field Service * (Estimated) | \$12,054 | \$12,054 | \$12,054 | \$36,162 |
| Shot Clinics | \$5,566 | \$5,566 | \$5,566 | \$16,698 |
| Totals | \$144,646 | \$144,646 | \$144,646 | \$433,938 |

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

City of Palm Desert Contract No. C31990
FOR COUNTY USE ONLY



| | | | |
|---|------------------------------|---|--------------------|
| COUNTY DEPT/DIVISION: Animal Services | | CONTRACT NO. 12-065 | RFP NO. ---- |
| FUND: 10000 | DEPARTMENT ID: 4200600200 | PROJECT-GRANT: | ACCOUNT: 773220 |
| CLASS/LOCATION: 8598 | | CONTRACT AMOUNT: \$433,938 | |
| PERIOD OF PERFORMANCE: July 1, 2012 through June 30, 2015 | | | |
| COUNTY CONTACT : Robert Miller (951) 358-7442 | | CONTRACTOR REPRESENTATIVE: John M. Wohlmuth (760) 346-0611 | |
| PROGRAM NAME: 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 Desert, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Palm Desert, 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 6, Exhibit A consisting of 5 pages, and Exhibit B consisting of 1 page, attached hereto and incorporated herein.

COUNTY
By [Signature]
John Tavaglione, Chairman, Board of Supervisors
Date AUG 28 2012

CITY
By [Signature]
By Robert A. Spiegel
Print Name

ATTEST: Kecia Harper-Ihem, Clerk
By [Signature]

Date June 28, 2012

FORM APPROVED COUNTY COUNSEL
BY [Signature] 7/25/12
BRUCE G. FORDON DATE

AUG 28 2012 3.17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On July 3, 2012 before me, Grace L. Mendoza, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert A. Spiegel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Grace L. Mendoza
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: C31990

Document Date: July 3, 2012 Number of Pages: 13

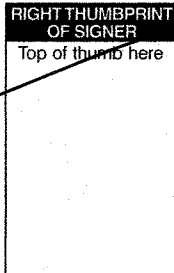
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

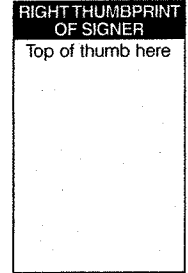
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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2 **1. COUNTY OBLIGATIONS:**

3 COUNTY shall provide all services as outlined and specified in EXHIBIT A, SCOPE OF
4 ANIMAL FIELD SERVICES attached hereto and by this reference incorporated herein.

5 **2. PERIOD OF PERFORMANCE:**

6 The Animal Field Services as referenced in EXHIBIT A of this Agreement shall be effective
7 on July 1, 2012 through June 30, 2015, unless terminated as specified in Section 7,
8 TERMINATION.

9 **3. COMPENSATION:**

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

13 **4. AVAILABILITY OF FUNDING:**

14 It is mutually agreed and understood that the obligation of the CITY is limited by and
15 contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees.
16 In the event that such funds are not forthcoming for any reason, CITY shall immediately
17 notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work
18 performed, in accordance with EXHIBIT 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
29 Agreement. CITY shall defend, at its sole expense, all costs and fees including but
30 not limited to attorney fees, cost of investigation, defense and settlements or awards
31 of all Agencies, Districts, Special Districts and Departments of the County of
32 Riverside, their respective directors, officers, Board of Supervisors, elected and
33 appointed officials, employees, agents and representatives in any such action or claim
34 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

1 right to adjust, settle, or compromise any such action or claim without the prior
2 consent of COUNTY; provided, however, that any such adjustment, settlement
3 or compromise in no manner whatsoever limits or circumscribes CITY's
4 indemnification to COUNTY as set forth herein. CITY's obligation to defend,
5 indemnify and hold harmless COUNTY shall be subject to COUNTY having given
6 CITY written notice within a reasonable period of time of the claim or of the
7 commencement of the related action, as the case may be, and information and
8 reasonable assistance, at CITY's expense, for the defense or settlement thereof.
9 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY
10 the appropriate form of dismissal relieving COUNTY from any liability for the action
11 or claim involved.

12 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
13 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
14 from third party claims.

15 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts,
16 Special Districts and Departments, their respective directors, officers, governing
17 bodies, elected and appointed officials, employees, agents and representatives from
18 any liability whatsoever, based or asserted upon any negligent or willful misconduct
19 of COUNTY its officers, employees, subcontractors, agents or representatives arising
20 out of or in any way relating to this Agreement, including but not limited to property
21 damage, bodily injury, death or any other element of any kind or nature whatsoever
22 arising from the performance by COUNTY, its officers, agents, employees,
23 subcontractors, agents or representatives of this Agreement. COUNTY shall defend
24 at its sole expense, all costs and fees including but not limited to attorney fees, cost of
25 investigation, defense and settlements or awards of all Agencies, Districts, Special
26 Districts and Departments of the CITY, their respective directors, officers, governing
27 body, elected and appointed officials, employees, agents and representatives in any
28 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.

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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. This
coverage shall have a limit of liability not less than \$1,000,000 per occurrence
and \$2,000,000 in the aggregate, as demonstrated by a letter of self-insurance or a
Certificate of Insurance.

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 for any auto.

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.

6.4.3 COUNTY shall provide CITY with a properly executed Certificate(s) of
Insurance naming the CITY, the Successor Agency to the Palm Desert
Redevelopment Agency, the Palm Desert Housing Authority, and their
employees, officials, agents, and volunteers as additionally insured. It is
understood and agreed to by the parties here to that the COUNTY's insurance
shall be construed as primary insurance, and the CITY's insurance and/or
deductibles and/or self-insured retention's or self-insured programs shall not be
construed as contributory.

6.4.4 COUNTY provided evidence of coverage (including workers' compensation
and employer's liability policies) shall provide that coverage shall not be
suspended, voided canceled, or reduced in coverage or in limits except after 30
days' prior written notice has been given to the CITY. Such provision shall not

1 include any limitation of liability of the insurer for failure to provide such
2 notice.

3 **6.4.5** COUNTY agrees to provide immediate notice to the CITY of any claim or loss
4 against the COUNTY arising out of the work performed under this agreement.
5 CITY assumes no obligations or liability by such notice, but has the right (but
6 not the duty) to monitor the handling of any such claim or claims if they are
likely to involve the CITY.

7 **7. TERMINATION:**

8 CITY and COUNTY reserve the right to terminate this Agreement at any time, with or
9 without cause, upon one hundred eighty (180) days advance written notice stating the
10 extent and effective date of termination. Upon receipt of any notice of termination
11 from CITY, COUNTY shall immediately cease all services hereunder except such as
12 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.

13 **8. FORCE MAJEURE:**

14 **8.1** In the event the COUNTY is unable to comply with any provision of this Agreement
15 due to causes beyond their control such as acts of God, acts of war, civil disorders, or
16 other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

17 **8.2** In the event CITY is unable to comply with any provision of this Agreement due to
18 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.

19 **9. ALTERATION:**

20 No alteration or variation of the terms of this Agreement shall be valid unless made in
21 writing and signed by the parties hereto, as authorized by their respective governing bodies,
22 and no oral understanding or agreement not incorporated herein, shall be binding on any of
the parties hereto.

23 **10. SEVERABILITY:**

24 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
25 void or unenforceable, the remaining provisions will nevertheless continue in full force
without being impaired or invalidated in any way.

26 **11. RECORDS:**

27 COUNTY shall maintain and keep records of all expenditures and obligations incurred
28 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

1 COUNTY shall be open to inspection and audit by CITY or its authorized representative
2 as is deemed necessary by the CITY Manager or the authorized representative of the
3 CITY Manager upon reasonable notice to COUNTY.

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

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

8 **13. NONDISCRIMINATION:**

9 During the performance of this contract, COUNTY agrees that it shall not discriminate
10 on the grounds of race, religious creed, color, national origin, ancestry, age, physical
11 disability, mental disability, medical condition including the medical condition of
12 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,
13 marital status, sex or sexual orientation in the selection and retention of employees and
14 subcontractors and the procurement of materials and equipment, except as provided in
15 Section 12940 of the Government Code of the State of California. Further, COUNTY
16 agrees to conform to the requirements of the Americans with Disabilities Act in the
17 performance of this contract.

18 **14. VENUE:**

19 Any action at law or in equity brought by either of the parties hereto for the purpose of
20 enforcing a right or rights provided for by this contract shall be tried in a court of
21 competent jurisdiction in the County of Riverside, State of California, and the parties
22 hereby waive all provisions of law providing for a change of venue in such proceedings
23 to any other county. In the event either party hereto shall bring suit to enforce any term
24 of this contract to recover any damages for and on account of the breach of any term
25 or condition of this contract, it is mutually agreed that the prevailing party in such action
26 shall recover all costs thereof including reasonable attorneys' fees to be set by the court
27 in such action.

28 **15. 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.

16. AMENDMENTS:

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

1 Council. This is the entire contract for Animal Field Services and supersedes any prior
2 written or oral contract inconsistent herewith. Any amendment will be presented to the City
3 Manager prior to CITY Council approval.

4 **17. NOTICES:**

5 All correspondence and notices required or contemplated by this Agreement shall be
6 delivered to the respective parties at the addresses set forth below and are deemed
7 submitted one day after their deposit in the United States mail, postage prepaid:

8 **COUNTY:**

9 Department of Animal Services
10 Director/Contract Administration
11 6851 Van Buren Boulevard
12 Jurupa Valley, CA 92509
13 (951) 358-5097 or (951) 358-7997

14 **CITY:**

15 City of Palm Desert
16 City Manager
17 73-510 Fred Waring Drive
18 Palm Desert, CA 92260
19 (760) 346-0611

20 or to such other address(es) as the parties may hereafter designate in writing.
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**CITY OF PALM DESERT
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICE**

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field services for the City of Palm Desert, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of 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 all animals found at large and collect such impound fees as as referenced in Chapter 6.20 of the CITY municipal code, until and unless the CITY adopts Riverside COUNTY Code Title 6 , in which case impoundment shall be in accordance with such title and code.
 - 1.3 **Proper Care and Treatment:** Provide proper 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) and any witnesses to the bite as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to COUNTY. COUNTY will also issue to CITY's Manager, or his/her designee, a copy of all animal bite reports within one week of completion.
 - 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 CITY municipal code Chapter 6.28, until or unless CITY adopts Riverside COUNTY Code Title 6, in which case stray and barking animal complaints shall be processed in accordance with such code.
 - 1.7 **Dead Animals:** Remove dead animals from the public right-of-way.
 - 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 **Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents at CITY's request. CITY shall provide its own tags for such licenses, but shall coordinate the numbering sequence with COUNTY prior to ordering. All fees collected for dog

1 licenses shall be accounted for by COUNTY and remitted to CITY on a quarterly
2 basis, provided, however, that COUNTY shall retain the sum of \$5.85 for each
3 dog license issued hereunder. COUNTY shall verify dog license status when
4 responding to requests for service or when responding to complaints about animal
5 behavior. The Animal Control Officer, as part of said officer's regular animal control
6 duties as defined by, but not limited to, the terms of this contract, shall conduct license
7 inspection activities during animal control investigations so as to ascertain the
8 number of unlicensed dogs, to license such dogs and to foster compliance with
9 City Municipal Code. COUNTY shall also provide an automated or
10 manual verification system whereby owners can verify the status of their animal's
11 license by telephone.

12 **1.10 Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog
13 kennels and catteries within CITY pursuant to CITY's municipal codes, and collect
14 fees in connection therewith. All fees for licenses to operate dog kennels and catteries
15 shall be retained by COUNTY.

16 **1.11 Issuance of Warnings and Citations:** Enforce all appropriate provisions of
17 CITY municipal code, including the issuance of warning notices or
18 citations as necessary for violations of the provisions of said CITY municipal code,
19 until and unless CITY adopts Riverside COUNTY Code Title 6, at which time
20 warnings and citations shall follow the provisions of that code.

21 **1.12 Service to Public:** Provide service to the public on matters covered in this contract
22 consistent with established policies and procedures that promote courteous and
23 efficient service and good public relations. Other policies and procedures
24 notwithstanding, COUNTY, in processing any type of complaint or request for
25 service, will indicate to the caller that a response can be expected as per Section 6
26 below.

27 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
28 Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms
CA, 92276, or another shelter service provider agreed to by CITY.

3. License Processing: Compensation for license processing shall be based upon actual
licenses processed and licensing processing rate. License processing costs shall be billed
monthly and total resulting compensation may vary from estimated contract cost.

4. 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.

5. 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

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

3 **6. Priority of Field Services:**

4 **6.1 Definitions:** Services are those enforcement activities rendered by COUNTY
5 pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related
6 State and CITY codes and are assembled for expediency into two categories:
7 Emergency and Non-Emergency. Priority Ranking refers to the order of priority
8 with which a call will be handled. All calls will go directly to the dispatcher or
9 assigned clerical staff for relay to the Animal Control Officer. If a call is
10 "exceptional," as defined in Section 6.4 of this Exhibit, it will be referred to the
11 Supervisor for evaluation and processing.

12 Field service activities will be performed daily and generally based upon the
13 priority ranking and based on limited service hours in accordance with contract
14 officer. All calls involving imminent danger to animal scenarios will be
15 responded to within 60 minutes if reasonably possible, subject to considerations
16 involving the time of day, traffic conditions, or other uncontrollable circumstances.

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

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

27 The following definitions of "regular service hours," "limited service" and
28 "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
from the hours of 7:30am to 5:00pm, Monday through Friday, holidays excepted.
"Limited service" shall be deemed to mean from the hours of 5:00pm to 7:30am,
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 of 8:00am to 5:00pm Monday through Friday, holidays excepted. Calls
shall be received by the COUNTY answering service after regular service 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

1 hours, including time and date, when the calls were answered and the disposition of
2 those calls. Records of these calls shall be maintained for at least thirty (30) days.
3 The CITY and COUNTY agree that any incident reports to the COUNTY by
4 residents or through emergency services involving a dangerous,
5 aggressive, wild, injured or sick animal constitute an emergency and require
6 immediate action by the COUNTY pursuant to this contract.

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

11 **6.2 Calls considered as Emergencies to be handled Without Delay:**

- 12 **6.2.1** Animals endangering health or safety of the community.
13 **6.2.2** Police Department requests for service.
14 **6.2.3** Sick or injured stray animals.
15 **6.2.4** Animals in distress.
16 **6.2.5** Humane investigations – life threatening. (Depending on immediate
17 circumstance)

18 **6.3 Calls Considered as Non-Emergency to be handled during Regular Business**
19 **Hours:**

- 20 **6.3.1** Pick up confined, healthy, stray-animals.
21 **6.3.2** Dead animal removal.
22 **6.3.3** Quarantine investigations.
23 **6.3.4** Leash law enforcement.
24 **6.3.5** Nuisance animal investigations.
25 **6.3.6** Permit investigations.

26 **6.4 Exceptions:**

27 The Animal Control Director or the deputies of the Animal Control Director may,
28 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.

- 29 **7. Trapping:** COUNTY shall provide advice and assistance in setting a humane trap for an
30 animal at large or a wild animal on public or private property, utilizing a CITY or
31 COUNTY trap or the residents' private trap. COUNTY shall not be required to move
32 belongings or maintain on-premises surveillance, unless in the opinion of the Director of
33 Animal Services or the responding Animal Control Officer there is a direct, clear and
34 present danger to human life. The CITY has purchased traps for the above mentioned
35 purposes to be used only for CITY residents. Traps will be available to CITY residents on a
36 first-come, first-served basis. COUNTY can provide CITY residents with traps at no
37 charge and will bill the CITY monthly for trap rental at the cost of twenty dollars (\$20.00)

1 per week and two dollars (\$2.00) for each additional day if CITY requests additional traps.
2 Billing for trap service will be submitted to the CITY monthly in arrears. COUNTY is not
3 required to provide vector control services under the provisions of this contract.

4 **8. Local Vaccine Clinics:** When requested by CITY, COUNTY shall conduct two (2)
5 vaccination clinics per year within CITY limits as determined by CITY staff. Each
6 vaccination clinic will consist of one (1) Veterinary Surgeon, one (1) Registered Veterinary
7 Technician, one (1) License Inspector and one (1) Office Assistant II for a total of six (6)
8 hours of service (5 hours at the clinic and one (1) hour driving time). Additional
9 vaccination clinics within CITY limits may be provided at said rate and upon mutual
10 agreement between CITY and COUNTY. Cost of said clinics will be outlined in the annual
11 budget (Exhibit C) for each Fiscal Year.

12 **9. Qualifications and Training for Animal Control Officer(s) and Animal Care**
13 **Technicians(s):** Any persons employed by the COUNTY for performance of animal control
14 services under this Agreement are not employees of the CITY nor are they entitled to any of
15 the rights and benefits associated with CITY employment. But, in the event and to the
16 extent that COUNTY employees may legally require official CITY status or deputization in
17 order to carry out their duties under the contract including enforcement of laws pertaining to
18 animal control, the CITY hereby bestows upon them such limited official status.

19 All COUNTY employees shall be fingerprinted and photographed, and a background check
20 shall be made by the CITY upon request.

21 Animal Control Officer and Animals Care Technician job descriptions shall be provided to
22 CITY upon request. All Animal Control Officer and Animal Care Technicians must possess
23 and hold the following licenses and certificates:

24 **9.1** California Driver's license.

25 **9.2** Animal Control Officers must be certified by the Commission on Peace Officer
26 Standards and Training (POST) pursuant to Penal Code section 832. (PC832)

27 **9.3** Attend twenty (20) hours of classroom training covering animal regulations, animal
28 handling and animal care within six (6) months of employment.

**CITY OF PALM DESERT
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 and 560; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 One FTE (Annual) Animal Control Officer: \$127,026/year
Full-time 40 hours per week

The cost to provide one Animal Control Officer to service an area for a total of 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime.

1.2 Estimated Overtime Services: 147x \$82 per hour = \$12,054/year

The cost to provide after hours services (evenings, weekends and holidays). With a 2 hour minimum charge per service call. To be billed on a monthly basis based on actual usage. Estimated total based on past experience.

1.3 Two Shot Clinics: 2 x \$2,783/per clinic = \$5,566/year

To be billed if clinics are requested by CITY. Not billed if clinics are not conducted.

| Service | FY12/13 | FY13/14 | FY14/15 | Totals |
|--|------------------|------------------|------------------|------------------|
| Regular Field Service | \$127,026 | \$127,026 | \$127,026 | \$381,078 |
| Over-time Field Service * (Estimated) | \$12,054 | \$12,054 | \$12,054 | \$36,162 |
| Shot Clinics * | \$5,566 | \$5,566 | \$5,566 | \$16,698 |
| Totals | \$144,646 | \$144,646 | \$144,646 | \$433,938 |

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is four hundred thirty-three thousand nine hundred thirty-eight dollars (\$433,938) for the period commencing July 1, 2012, through June 30, 2015.

*Over-time field services rate, and shot clinics will fluctuate based on actual usage.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On July 17, 2012 before me, Grace L. Mendoza, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert A. Spiegel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Grace L. Mendoza
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

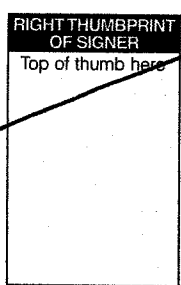
Title or Type of Document: C-31990 - Contract with Animal Services

Document Date: 7-17-2012 Number of Pages: 13

Signer(s) Other Than Named Above: _____

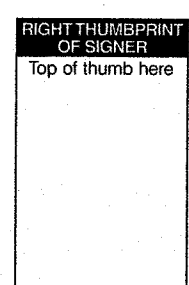
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____