

FORM APPROVED COUNTY COUNSEL #1  
BY Bruce G. Fordon DATE 6/25/13  
Departmental Concurrence  
Approved by Barbara A. Oliver,  
Asst. County Executive Officer/  
Human Resources Director

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

136



**FROM:** Department of Animal Services

**SUBMITTAL DATE:**  
July 2, 2013

**SUBJECT:** Ratify the Agreement 13-010 between the City of Indio and the County of Riverside Department of Animal Services for animal field and shelter services to the City and amend Ordinance No. 440 pursuant to Resolution 440-8930.

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

- 1) Ratify the Agreement 13-010 between the City of Indio and the County of Riverside Department of Animal Services for animal field, licensing and shelter services to the City, for the period of July 1, 2013 through June 30, 2018, in the amount of \$1,002,276 per fiscal year, with the total amount of \$5,011,380 for the term of this Agreement.
- 2) Approve and direct the Auditor Controller to adjust appropriations and estimated revenue per the attached Schedule A.
- 3) Approve amending Ordinance No. 440 pursuant to Resolution 440-8930 submitted herewith. Per the resolution add the following positions per the Attachment B.
- 4) Authorize the County Purchasing Agent to purchase three vehicles per the attachment C.
- 5) Direct the Chairperson to execute three (3) original agreements on behalf of the County.

Continued Page 2

FISCAL PROCEDURES APPROVED

RM:nd PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY Samuel Wong 6/25/13  
SAMUEL WONG

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

**FINANCIAL  
DATA**

Current F.Y. Total Cost: \$ 1,002,276  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: No  
Budget Adjustment: Yes  
For Fiscal Year: 13/14

**SOURCE OF FUNDS:** 100% funded by the City of Indio

Positions To Be Deleted Per A-30 X  
Requires 4/5 Vote ☒

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

APPROVE

BY Debra Cournoyer  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8930 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: July 2, 2013  
xc: Animal Services, HR, Auditor, EO, Purchasing

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

ATTACHMENTS FILED

3-6

**Subject:** Ratify the Agreement 13-010 between the City of Indio and the County of Riverside Department of Animal Services for animal field and shelter services to the City

**BACKGROUND:**

The City of Indio "City" is desirous of contracting with the County of Riverside "County" Department of Animal Services "DAS" to provide animal field, licensing and shelter services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Municipal Codes and other laws relating to animal control. 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, or at other shelters operated by the County at County's discretion. This will also require DAS to fund six currently vacant unfunded positions that will be necessary in order to provide adequate servicers and adhere to the contract.

**FINANCIAL DATA:**

The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

Service	FY13/14	FY14/15	FY15/16	Total
Regular Field Services	\$381,078	\$381,078	\$381,078	\$1,143,234
Over-time Field Services (Estimated)	\$59,122	\$59,122	\$59,122	\$177,366
Shelter Service (Fixed)	\$322,000	\$322,000	\$322,000	\$966,000
Shelter O&M	\$29,232	\$29,232	\$29,232	\$87,696
Licensing Services	\$360,844	\$360,844	\$360,844	\$1,082,532
<b>Subtotal</b>	<b>\$1,152,276</b>	<b>\$1,152,276</b>	<b>\$1,152,276</b>	<b>\$3,456,828</b>
Integrated Canine Licensing Program	<b>-\$150,000</b>	<b>-\$150,000</b>	<b>-\$150,000</b>	<b>-\$450,000</b>
<b>Annual Totals</b>	<b>\$1,002,276</b>	<b>\$1,002,276</b>	<b>\$1,002,276</b>	<b>\$3,006,828</b>

† Fiscal years 16/17 and 17/18 both are optional years where costs will be based on previous years impounds and activities.

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is five million eleven thousand three hundred and eighty dollars (\$5,011,380) for the period commencing July 1, 2013 through June 30, 2018.

\*Field Services Rate may fluctuate based on actual overtime usage.

\*\*Shelter Services rate based on \$115 multiplied by total number of impounds from the most recent prior fiscal year and adjusted annually during contract term.

\*\*\*License processing costs may fluctuate based on actual number of licenses processed.

**Schedule A****Increase Appropriations**

10000-4200600000-510040	Regular Salaries	510,048
10000-4200600000-518100	Budgeted Benefits	271,592
10000-4200600000-520710	Food Animals	65,636
10000-4200600000-521500	Maintenance - Motor Vehicles	10,000
10000-4200600000-522860	Medical - Dental Supplies	70,000
10000-4200600000-522890	Pharmaceuticals	75,000
<b>Total Expenditures</b>		<b><u>1,002,276</u></b>

**Increase Estimated Revenues**

10000-4200600000-773210	City Billings - Animal Shelter Services	440,200
10000-4200600000-773220	City Billings - Field Services	322,000
10000-4200600000-773230	Licensing Services Charges	210,844
10000-4200600000-777340	Maintenance	29,232
<b>Total Revenue</b>		<b><u>1,002,276</u></b>

RESOLUTION NO. 440-8930

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on July 2, 2013, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Animal Services Director is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
62380	+ 2	4200600300	Animal Care Technician
73505	+ 2	4200600500	Animal License Inspector
13865	+ 1	4200600000	Office Assistant II
73503	+ 1	4200600100	Veterinary Technician

## ROLL CALL:

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By \_\_\_\_\_  
Deputy

/kc

06/24/2013

440 Resolutions\KC

COUNTY OF RIVERSIDE  
DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 13-010	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200, 4200600300	PROJECT-GRANT:	ACCOUNT: 773220,773210,773230
CLASS/LOCATION:		CONTRACT AMOUNT: \$5,011,380	
PERIOD OF PERFORMANCE: July 1, 2013 through June 30, 2018			
COUNTY CONTACT :  Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE:  Dan Martinez (760) 391-4015	
PROGRAM NAME: Animal Field, Shelter and Adoption Center 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 Indio, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control and shelter services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Indio, 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**, the COUNTY has the personnel and experience to provide such animal field, shelter and adoption center 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 in the attached General Terms consisting of 6 pages, Exhibit A consisting of 4 pages, Exhibit B consisting of 5 pages, Exhibit C consisting of 2 pages, and Exhibit D consisting of 3 pages, attached hereto and incorporated herein.

[Signatures on following page]

JUL 02 2013 36

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

COUNTY OF RIVERSIDE

Sign: John J. Benoit

By: John J. Benoit, Chairman  
Print Name

Chairman, Board of Supervisors  
Title

ATTEST: Kecia Harper-Ihem, Clerk

By: Kecia Harper-Ihem, Deputy

Date: JUL 02 2013

APPROVED AS TO FORM

Bruce Fordon  
Bruce Fordon, County Counsel

Date: 6/24/13

CITY OF INDIO

Sign: Dan Martinez

By: Dan Martinez  
Print Name

City Manager  
Title

ATTEST: Cynthia Hernandez, City Clerk

By: Cynthia Hernandez

Date: 6/6/13

APPROVED AS TO FORM

Roxanne M. Diaz  
Roxanne M. Diaz, City Attorney

Date: \_\_\_\_\_

JUL 02 2013 36

## **GENERAL PROVISIONS**

### **1. COUNTY OBLIGATIONS:**

1.1 COUNTY shall provide all services as outlined and specified in EXHIBIT A, SCOPE OF ANIMAL FIELD SERVICES and EXHIBIT B, SCOPE OF ANIMAL SHELTER SERVICES and EXHIBIT C, SCOPE OF ANIMAL ADOPTION CENTER SERVICES attached hereto and by this reference incorporated herein.

1.2 COUNTY shall comply with all state and federal laws, ordinances, rules and regulations applicable to the Services rendered by COUNTY under this Agreement as set forth in EXHIBITS A, B and C.

### **2. PERIOD OF PERFORMANCE:**

The ANIMAL FIELD SERVICES as referenced in EXHIBIT A, ANIMAL SHELTER SERVICES as referenced in EXHIBIT B and ANIMAL ADOPTION CENTER SERVICES as referenced in EXHIBIT C of this Agreement, shall be effective July 1, 2013 through June 30, 2016, unless terminated as specified in Section 7, TERMINATION. The Parties agree that the CITY has the option to extend this Agreement, upon mutual agreement by both parties, for up two additional one year terms for a total of two extensions (Fiscal Year 16-17 and Fiscal Year 17-18) upon the same terms and conditions as set forth herein except the compensation shall be based on the prior three year history of impounds at the current COUNTY ordinance contract rates.

### **3. COMPENSATION:**

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

### **4. AVAILABILITY OF FUNDING:**

It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with EXHIBIT D.

### **5. HOLD HARMLESS/INDEMNIFICATION:**

5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives

1 arising out of or in any way relating to this Agreement, including but not limited to<sup>13-010</sup>  
2 property damage, bodily injury, or death or any other element of any kind or nature  
3 whatsoever and resulting from any reason whatsoever arising from the actions by  
4 CITY, its officers, agents, employees, subcontractors, agents or representatives of this  
5 Agreement. CITY shall defend, at its sole expense, all costs and fees including but  
6 not limited to attorney fees, cost of investigation, defense and settlements or awards  
7 of all Agencies, Districts, Special Districts and Departments of the County of  
8 Riverside, their respective directors, officers, Board of Supervisors, elected and  
9 appointed officials, employees, agents and representatives in any such action or claim  
10 or action based upon such alleged acts or omissions.

11 **5.2** With respect to any action or claim subject to indemnification herein by CITY, CITY  
12 shall, at its sole cost, have the right to use counsel of its own choice and shall have  
13 the right to adjust, settle, or compromise any such action or claim without the prior  
14 consent of COUNTY; provided, however, that any such adjustment, settlement  
15 or compromise in no manner whatsoever limits or circumscribes CITY's  
16 indemnification to COUNTY as set forth herein. CITY's obligation to defend,  
17 indemnify and hold harmless COUNTY shall be subject to COUNTY having given  
18 CITY written notice within a reasonable period of time of the claim or of the  
19 commencement of the related action, as the case may be, and information and  
20 reasonable assistance, at CITY's expense, for the defense or settlement thereof.  
21 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY  
22 the appropriate form of dismissal relieving COUNTY from any liability for the action  
23 or claim involved.

24 **5.3** The specified insurance limits required in this Agreement shall in no way limit or  
25 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein  
26 from third party claims.

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

**5.5** With respect to any action or claim subject to indemnification herein by COUNTY,  
COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any



1 such action or claim without the prior consent of CITY provided, however, that any<sup>3-010</sup>  
2 such adjustment, settlement or compromise in no manner whatsoever limits or  
3 circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's  
4 obligation to defend, indemnify and hold harmless CITY shall be subject to CITY  
5 having given COUNTY written notice within a reasonable period of time of the claim  
6 or of the commencement of the related action, as the case may be, and information  
7 and reasonable assistance, at COUNTY's expense, for the defense or settlement  
8 thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has  
9 provided to CITY the appropriate form of dismissal relieving CITY from any liability  
10 for the action or claim involved.

11 **5.6** The specified insurance limits required in this Agreement shall in no way limit or  
12 circumscribe COUNTY's obligations to indemnify and hold harmless the CITY  
13 herein from third party claims.

14 **6. INSURANCE:** COUNTY agrees to maintain the following insurance coverage's  
15 during the term of this Agreement:

16 **6.1 Workers' Compensation:**

17 COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as  
18 prescribed by the laws of the State of California. Policy shall include Employers'  
19 Liability (Coverage B) including Occupational Disease with limits not less than  
20 \$1,000,000 per person per accident.

21 **6.2 Commercial General Liability:**

22 COUNTY shall maintain Commercial General Liability insurance coverage for claims  
23 which may arise from or out of COUNTY's performance under this Agreement. This  
24 coverage shall have a limit of liability not less than \$1,000,000 per occurrence  
25 combined single limit.

26 **6.3 Vehicle Liability:**

27 COUNTY agrees to maintain automobile liability insurance for vehicles provided by  
28 the COUNTY for use under this Agreement. This coverage shall have a limit of  
liability of not less than \$1,000,000 combined single limit.

**6.4 General Insurance Provisions - All lines:**

**6.4.1** Any insurance carrier providing insurance coverage hereunder shall be  
admitted to the State of California and have an A M BEST rating of not less  
than A: VIII (A:8).

**6.4.2** The insurance requirements contained in this Agreement may be met with  
a program(s) of self-insurance.

**6.4.3** The CITY, its elected officials, officers, employees and contractors serving as  
CITY officials, shall be named as additional insured on the County's  
Commercial General Liability and Vehicle Liability Policies.

**7. TERMINATION:**

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or

1 without cause, upon one hundred eighty (180) days advance written notice stating the 13-010  
2 extent and effective date of termination. CITY may terminate this Agreement upon ninety  
3 (90) days written notice in the event the City Council makes a finding that CITY funds are  
4 not available for the reimbursement of COUNTY'S fees as provided in Paragraph 4. Upon  
5 receipt of any notice of termination from CITY, COUNTY shall immediately cease all  
6 services hereunder except such as may be specifically approved in writing by CITY and  
7 COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to  
8 termination and for any services authorized in writing by CITY thereafter.

9 **8. FORCE MAJEURE:**

10 **8.1** In the event the COUNTY is unable to comply with any provision of this Agreement  
11 due to causes beyond their control such as acts of God, acts of war, civil disorders, or  
12 other similar acts, COUNTY will not be held liable to CITY for such failure to comply  
13 to the extent of such delay.

14 **8.2** In the event CITY is unable to comply with any provision of this Agreement due to  
15 causes beyond their control such as acts of God, acts of war, civil disorders, or other  
16 similar acts, CITY will not be held liable to COUNTY for such failure to comply.

17 **8.3** In the event either party wishes to enforce the force majeure provision of this  
18 paragraph, it shall notify the other within ten (10) days of the commencement of the  
19 event and shall describe the event causing the delay and the duration of the delay.

20 **9. ALTERATION:**

21 No alteration or variation of the terms of this Agreement shall be valid unless made in  
22 writing and signed by the parties hereto, as authorized by their respective governing bodies,  
23 and no oral understanding or agreement not incorporated herein, shall be binding on any of  
24 the parties hereto. The City Manager and Director of Animal Services may enter into an  
25 Operating Memoranda, as may be necessary or desirable, that will provide in writing for the  
26 administrative implementation of the provisions of this Agreement without amendment of  
27 this Agreement.

28 **10. SEVERABILITY:**

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

**11. RECORDS:**

COUNTY shall maintain and keep records of all expenditures and obligations incurred  
pursuant to this contract and all income and fees received thereby according to generally  
recognized accounting principles. Such records and/or animal control operations of  
COUNTY shall be open to inspection and audit by CITY or its authorized representative  
as is deemed necessary by the CITY Manager or the authorized representative of the

**12. NO THIRD PARTY BENEFICIARY:**

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

**13. NONDISCRIMINATION:**

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

**14. 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 of this contract to recover any damages for and on account of the breach of any term or condition of this contract, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

**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 Council. This is the entire contract for Animal Field, Animal Shelter and Animal Adoption Center Services, and supersedes any prior written or oral contract inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

1 The City Manager and Director of Animal Services may enter into Operating Memoranda, as may be necessary or desirable, that will provide in writing for the administrative  
2 implementation of the provisions of this Agreement without amendment of this Agreement.

3  
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  
submitted one day after their deposit in the United States mail, postage prepaid:

7 **COUNTY:**

8 Department of Animal Services  
9 Director of Animal Services  
10 6851 Van Buren Boulevard  
11 Jurupa Valley, CA 92509  
(951) 358-7442

12 **CITY:**

13 City of Indio  
14 City Manager  
15 100 Civic Center Mall  
16 Indio, CA 92201  
(760) 391-4015

17 or to such other address (es) as the parties may hereafter designate in writing.

18  
19 **18. CODE ADOPTION:**

20 CITY shall adopt the applicable regulations of Riverside County Code Title 6, Animals,  
21 related to the performance of this Agreement.

22 **18. INTERPRETATION:**

23 This Agreement has been negotiated at arms' length and between persons sophisticated and  
24 knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been  
25 represented by experienced and knowledgeable independent legal counsel of their own  
26 choosing, or has knowingly declined to seek such counsel despite being given the  
27 opportunity to do so. Accordingly, any rule of law (including California Civil Code section  
1654) or legal decision that would require interpretation of any ambiguities in this  
28 Agreement against the Party that has drafted it is not applicable and is hereby waived.

/// /// ///

**CITY OF INDIO**  
**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 Indio, 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 Riverside COUNTY Code Title 6, state laws or appropriate CITY ordinance.
  - 1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
  - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to COUNTY.
  - 1.5 **Quarantine:** Quarantine, as prescribed by State law and COUNTY Ordinances as codified under Riverside COUNTY Code Title 6, or any successor thereto (hereinafter referred to as "Riverside COUNTY Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
  - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance.
  - 1.7 **Dead Animals:** Remove dead animals from the public right-of-way except in such cases where the animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
  - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
  - 1.9 **Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents in accordance with the Integrated Canine Licensing Program. COUNTY shall verify dog license status when responding to the requests for service or when responding to

1 the complaints about animal behavior. The Animal Control Officer, as part of 13-010  
2 said officer's regular animal control duties as defined by, but not limited to, the  
3 terms of this contract, shall conduct license inspection activities during animal control  
4 investigations so as to ascertain the number of unlicensed dogs, to license such dogs  
5 and to foster compliance with City Municipal Code. COUNTY shall also provide an  
6 automated or manual verification system whereby owners can verify the status of their  
7 animal's license by telephone.

8 **1.10 Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog  
9 kennels and catteries within CITY pursuant to CITY's municipal codes, and collect  
10 fees in connection therewith. All fees for licenses to operate dog kennels and catteries  
11 shall be retained by COUNTY.

12 **1.11 Issuance of Warnings and Citations:** Enforce all appropriate provisions of  
13 Riverside COUNTY Code Title 6 including the issuance of warning notices or  
14 citations as necessary for violations of the provisions of said Riverside COUNTY  
15 Code Title 6, State law or CITY municipal codes.

16 **1.12 Service to Public:** Provide service to the public on matters covered in this contract  
17 consistent with established policies and procedures that promote courteous and  
18 efficient service and good public relations. Other policies and procedures  
19 notwithstanding, COUNTY, in processing any type of complaint or request for  
20 service, will indicate to the caller that a response can be expected as per Section 6  
21 below.

22 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the  
23 Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms  
24 CA 92276 ("Shelter") or other shelter operated by the County of Riverside at County's  
25 discretion.

26 **3. Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control  
27 vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with  
28 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 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

1 with which a call will be handled. All calls will go directly to the dispatcher or 13-010  
2 assigned clerical staff for relay to the Animal Control Officer. If a call is  
3 "exceptional," as defined in Section 5.4 of this Exhibit, it will be referred to the  
4 Supervisor for evaluation and processing.

5 Field service activities will be performed daily and generally based upon the  
6 priority ranking and based on limited service hours in accordance with contract  
7 or part-time officer. All calls involving imminent danger scenarios will be  
8 responded to within 60 minutes if reasonably possible, subject to considerations  
9 involving the time of day, traffic conditions, or other uncontrollable circumstances.

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

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

20 The following definitions of "regular service hours," "limited service" and  
21 "holidays" are intended to identify the broad time frames during which specific levels  
22 of service will be provided. "Regular Service Hours" shall be deemed to mean  
23 between the hours of 7:30am to 5:00pm, Monday through Friday, holidays excepted.  
24 "Limited service" shall be deemed to mean between the hours of 5:00pm to 7:30am,  
25 Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as  
26 herein shall be those as established by the COUNTY and the CITY. The COUNTY  
27 shall answer all telephone calls for Field Services during phone center operational  
28 hours. Calls shall be received by the COUNTY answering service after hours and on  
holidays, as noted above. Calls answered by the answering service will be handled on  
an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical  
support staff shall maintain a detailed record of all requests, for service, both  
emergency and routine, received during regular service hours and after regular service  
hours, including time and date, when the calls were answered and the disposition of  
those calls. Records of these calls shall be maintained for at least thirty (30) days.  
The CITY and COUNTY agree that any incident reports to the COUNTY by  
residents or through emergency services involving a dangerous, aggressive, wild,  
injured or sick animal constitute an emergency and require immediate action by the  
COUNTY pursuant to this contract.

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





**CITY OF INDIO**  
**EXHIBIT B**  
**SCOPE OF ANIMAL SHELTER SERVICES**

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Indio, hereinafter referred to as CITY:

**1. Shelter Location:**

The COUNTY will house the CITY's animals at the Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms CA 92276 ("Shelter") or at another shelter operated by the County of Riverside at COUNTY's discretion.

The handling of these animals will comply with the terms of this contract. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

**2. Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

**3. Shelter Services:**

**3.1 Treatment of Animals:** Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

**3.2 Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition.

In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated sub-fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

**3.3 Volunteer Program:** Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.

**3.4 Enforcement:** Enforce all relevant provisions of County of Riverside Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or

maintained at the Shelter.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28
- 3.5 **Incoming Animal Identification:** Incoming animals must be checked Immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.
- 3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.
- 3.7 **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
- 3.8 **Incoming Animal Examinations/Assessments:** A cursory exam will be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment must include the following:
- 3.8.1 A physical examination to determine if a medical condition exists which requires a veterinarian's attention
- 3.8.2 Routine vaccinations and de-worming, as needed
- 3.8.3 External parasite treatment, as necessary
- 3.8.4 Document the animal's incoming weight
- 3.8.5 Scan for microchip identification
- 3.8.6 Establish unique identifier for the animal
- 3.8.7 Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.
- 3.9 **Behavioral Assessments:** Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.
- 3.10 **Adoption:** Animals identified as being available for adoption are placed in adoptable areas of the Shelter.
- 3.11 **Community Adoption Partners:** California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
- 3.12 **Foster Care Placement:** A foster care placement program assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.
- 3.13 **Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in

1 custody of the Shelter either under impoundment or quarantine shall be deemed 13-010  
2 unsuitable for adoption and shall not be released except as required by law or at the  
3 Director's discretion.

4 **3.14 Euthanasia:** Provide humane euthanasia service as required for impounded  
5 animals held at the Shelter for the lawful number of days, if such animal is not  
6 reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY.  
7 Animals that are irremediably suffering from a serious illness or severe  
8 injury may not be held for owner redemption or adoption. Only euthanasia methods  
9 approved by the American Veterinary Medical Association shall be used.

10 Records will be kept for a period of not less than three (3) years on each  
11 euthanized animal including the following information: breed; sex; color; weight;  
12 other distinguishing characteristics; date, time and location where animal was found;  
13 method of euthanasia and reason for use of method.

14 **3.15 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply  
15 with all Drug Enforcement Agency (DEA) regulations regarding storage, record-  
16 keeping, inventory, use, and disposal of all controlled substances.

17 **3.16 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their  
18 nutritional needs.

19 **3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary  
20 personnel for the office, kennel, veterinary and other areas of the Shelter.  
21 Staffing shall include any and all full or part-time personnel and shall include the  
22 recruitment, supervision and assignment of volunteers in suitable Shelter-related  
23 activities. Personnel employed at the Shelter in the performance of Shelter-related  
24 activities shall be designated as COUNTY employees and any and all volunteers  
25 engaged in Shelter activities shall participate in activities designated by COUNTY  
26 and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall  
27 be determined by COUNTY on behalf of CITY.

28 **3.18 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise  
owner identifiable, for holding periods as required by law.

**3.19 Missing Animals:** COUNTY shall notify police immediately of any animal found  
to be missing from the Shelter that had previously been impounded and/or in  
protective custody.

**3.20 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to  
provide maximum public access for the animals, to the extent possible.

**3.21 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean  
and sanitary condition. COUNTY's policies and procedures in this area may include  
beneficial standards and/or guidelines derived from reputable animal care  
organizations including, but not limited to, the following: Humane Society of the  
United States, American Humane Association and American  
Veterinary Medical Association.

**3.22 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,  
materials, medication, pharmaceuticals, and equipment, including forms and reports

to perform all aspects of the Shelter Services program.

13-010

1 **3.23 CITY Access:** COUNTY shall provide access to the authorized representatives  
2 of CITY to the entire Shelter during normal business hours, and at such other times  
3 upon reasonable notice.

4 **3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to  
5 livestock and fowl, either at the Shelter or at another location when such animals  
6 cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless  
7 of shelter location shall be charged to the owner of the animal, if known. If the  
8 animal's owner wishes to redeem the animal, the owner shall first pay all applicable  
9 fees and charges at the shelter ; except as otherwise required by law, then and only  
10 then, will the COUNTY authorize release of the animal. COUNTY shall notify  
11 CITY in writing where said expenses reach the amount of \$5,000 or greater per  
12 incident. Such expenses shall not exceed the amount of \$25,000 per incident unless  
13 authorized in writing by CITY.

14 **3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive,  
15 which has been impounded, in custody, or in quarantine at the Shelter to be given  
16 away, disposed of, traded, sold or in any manner given over to another person,  
17 organization or entity for experimentation, regardless of purpose. COUNTY shall be  
18 responsible for the disposal of animal remains in its custody or control, subject to  
19 applicable laws.

20 **3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in  
21 this contract. COUNTY's policies and procedures for Shelter Services shall be based  
22 on standards and/or guidelines derived from reputable animal care organizations  
23 including, but not limited to the following: Humane Society of the United States,  
24 American Humane Association and American Veterinary Medical Association.

25 **3.27 Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents in  
26 accordance with the Integrated Licensing Program.

27 **4. Definitions:**

28 **4.1 "Shelter Services,"** as used in this contract shall include, but is not limited to, the  
following activities:

**4.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all  
stray domestic animals. Livestock, exotics and the impoundment of wildlife  
as may be delivered and/or received at the Shelter until an appropriate wildlife  
agency can be contacted and the wildlife then transferred into their custody.

**4.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

**4.1.3** Counseling and advising animal owners.

**4.1.4** Each animal shall be identified individually and photographs of all newly  
impounded animals shall be posted on the Shelter website.

**4.1.5** Ensuring that all dogs, four months and older, released from the Shelter to a  
resident of Riverside County are licensed and, if not licensed, to sell license  
to the owner or other person taking custody of each such dog. In accordance

with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

**4.1.6** Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

**4.1.7** Proper disposal of dead animals.

**4.1.8** Care and maintenance of the Shelter facility, including land and buildings. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

**4.2** "Adoptable Animal," shall mean those animals eight weeks of age or older that at or subsequent to the time the animals are impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared as "vicious" under State and/or local laws are unadoptable.

**4.3** "Treatable," shall mean an animal with a medical condition such as skin problems bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.

**4.4** "Untreatable Animal," shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.

// // // // //

## EXHIBIT C

## SCOPE OF ANIMAL ADOPTION CENTER SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Adoption Center Services for the City of Indio and other municipal partners, hereinafter referred to as CITY:

1. **Animal Adoption Center Location:**

The COUNTY will house Shelter adoptable animals at the Animal Adoption Center in Indio ("Animal Adoption Center"), or at another shelter operated by the County of Riverside at COUNTY'S discretion. The handling of these animals will comply with the terms of this contract. The COUNTY is responsible for the maintenance and operation of the Animal Adoption Center, and the care of the animals on a 24-hour basis.

2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. **Animal Adoption Center Services:**

3.1 **Treatment of Animals:** Adequate care and treatment of animals while in custody at the Animal Adoption Center to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

3.2 **Spay and Neuter:** Ensuring that all dogs and cats adopted from the Animal Adoption Center are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition.

In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Animal Adoption Center certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated sub-fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

3.3 **Volunteer Program:** Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.

3.4 **Adoption:** Animals identified as being available for adoption are placed in adoptable areas of the Animal Adoption Center.

1       **3.5 Community Adoption Partners:** California Food & Agricultural Code, Sections 3-010

2       31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this  
3       division shall, prior to the euthanasia of that animal be released to a nonprofit, as  
4       defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or  
5       adoption organization if requested by the organization prior to the scheduled  
6       euthanasia of that animal. The public or private shelter may enter into cooperative  
7       agreements with any animal organization or adoption organization. In addition to  
8       any required spay or neuter deposit, the public or private shelter, at its discretion,  
9       may assess a fee, not to exceed the standard adoption fee, for animals adopted or  
10      released."

11      **3.6 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary  
12      personnel for the office, kennel, veterinary and other areas of the Animal Adoption  
13      Center. Staffing shall include any and all full or part-time personnel and shall  
14      include the recruitment, supervision and assignment of volunteers in suitable Animal  
15      Adoption Center-related activities. Personnel employed at the Animal Adoption  
16      Center in the performance of Animal Adoption Center-related activities shall be  
17      designated as COUNTY employees and any and all volunteers engaged in Animal  
18      Adoption Center activities shall participate in activities designated by COUNTY and  
19      shall be under the auspices of COUNTY. Use of volunteers at the Animal Adoption  
20      Center shall be determined by COUNTY on behalf of CITY. COUNTY reserves the  
21      right to contract out the operations of the Animal Adoption Center.

22      **3.17 Hours of Operation:** COUNTY shall maintain hours of operation at the Animal  
23      Adoption Center to provide maximum public access for the animals, to the extent  
24      possible.

25      **3.19 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,  
26      materials, medication, pharmaceuticals, and equipment, including forms and reports  
27      to perform all aspects of the Adoption Center Services program.

28      **3.20 CITY Access:** COUNTY shall provide access to the authorized representatives of  
29      CITY to the entire Adoption Center during normal business hours, and  
30      at such other times upon reasonable notice.

31      **3.23 Level of Service Provided:** COUNTY will provide Adoption Center Services as  
32      defined in this contract. COUNTY's policies and procedures for Adoption Center  
33      Services shall be based on standards and/or guidelines derived  
34      from reputable animal care organizations including, but not limited to the following:  
35      Humane Society of the United States, American Humane Association and American  
36      Veterinary Medical Association.

37      **3.24 Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents in  
38      accordance with the Integrated Licensing Program.

39      // // // //

**CITY OF INDIO  
EXHIBIT D  
PAYMENT PROVISIONS**

CITY shall pay to COUNTY for the services rendered under this Agreement the amounts set forth in this Exhibit D on a monthly basis in arrears, with a monthly billing and accounting provided by the COUNTY as follows:

**1. Animal Field Services:**

1.1 Three FTE (Annual) Animal Control Officer:  $3 \times \$127,026^*/\text{year} = \$381,078$   
Full-time 40 hours per week

\*The cost to provide one Animal Control Officer to service an area for a total of 2080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime. Payable monthly in 1/12<sup>th</sup> increments of \$21,171/monthly.

1.2 Estimated Overtime Services:  $721 \times \$82^{**} \text{ per hour} = \$59,122/\text{year}$

\*\*The cost to provide after hours services (evenings, weekends and holidays). With a minimum 2 hour call out to be billed based on actual usage. Estimated total based on past experience.

**2. Animal Shelter Services:**

2.1 Animal Shelter Services:  $2800 \text{ prior FY impounds} \times \$115 = \$322,000^{***}/\text{year}$

\*\*\*Annual cost flat rate is billed monthly.

2.2 Animal Shelter Operational and Maintenance (O&M) Costs:

$2800 \text{ prior FY impounds} \times \$10.44 = \$29,232^{****}/\text{year}$

\*\*\*\* Annual cost flat rate is billed monthly.

2.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering (additional cost billed on actual use)

2.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering (additional cost billed on actual use)

**3. Integrated Canine Licensing Program:**

3.1 The COUNTY will initiate the Integrated Canine Licensing Program ("ICLP") for the CITY. COUNTY projects revenue will offset the cost of this program and generate an annual amount of \$150,000 in additional revenue to be used to reduce the amount of the Agreement.

3.2 The CITY will authorize the COUNTY to collect and retain any and all canine license revenue generated by CITY residents during the integrated canine licensing program and term of the Agreement.

3.3 COUNTY shall verify dog license status while conducting license inspecting duties so



as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City Municipal Code. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their Animal's license by telephone.

3.4 The costs for ICLP will cover the hiring and deployment of one (1) licensing team, which includes two (2) Licensing Officers and one (1) office support person that shall be dedicated to the City full-time.

3.5 Two FTE (annual) License Officer:  $2 \times \$89,315 = \$178,630$ . Full-time 40 hours per week one FTE (annual) Office support:  $1 \times \$50,000$ . Estimated license processing fee: \$29,250 (billed at \$4.85 per license, based on 5,000 licenses).

4. **Outreach Activities:**

4.1 Daily flat rates education outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

4.1.1 Shot Clinic: 1 day, 9 hours, \$2,783 per event, flat rate based on actual use. (This includes 3 staff, 9 hours each plus a contract veterinarian)

4.1.2 Outreach event: 1 day, 9 hours, \$2,553 per event, flat rate based on actual use. (This includes 3 staff, 9 hours each, OT rates used due to limited staffing levels)

5. **Summary of Compensation for Animal Services:** The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

Service	FY13/14	FY14/15	FY15/16	Total
Regular Field Services	\$381,078	\$381,078	\$381,078	\$1,143,234
Over-time Field Services (Estimated)	\$59,122	\$59,122	\$59,122	\$177,366
Shelter Service (Fixed)	\$322,000	\$322,000	\$322,000	\$966,000
Shelter O&M	\$29,232	\$29,232	\$29,232	\$87,696
Licensing Services	\$360,844	\$360,844	\$360,844	\$1,082,532
<b>Subtotal</b>	<b>\$1,152,276</b>	<b>\$1,152,276</b>	<b>\$1,152,276</b>	<b>\$3,456,828</b>
Integrated Canine Licensing Program	-\$150,000	-\$150,000	-\$150,000	-\$450,000
<b>Annual Totals</b>	<b>\$1,002,276</b>	<b>\$1,002,276</b>	<b>\$1,002,276</b>	<b>\$3,006,828</b>

1 The maximum scheduled compensation, with the exception of field services overtime, payable to  
2 COUNTY for all services as set forth in this agreement is three million, six thousand eight  
3 hundred and twenty-eight dollars (\$3,006,828) for the period commencing July 1, 2013 through  
4 June 30, 2016.

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  

\*Field Services Overtime Cost may fluctuate based on actual overtime usage.