

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

ASG



FROM: Department of Animal Services

SUBMITTAL DATE:
July 30, 2013

SUBJECT: Ratify Agreement 13-011 between City of La Quinta and the County of Riverside Department of Animal Services for animal field services

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify Agreement 13-011 between City of La Quinta and the County of Riverside Department of Animal Services for animal field services, for the period of July 1, 2013 through June 30, 2015, for a total compensation amount of \$14,760; and
- 2) Authorize the Chairperson to execute three agreements on behalf of the County of Riverside.

BACKGROUND:

The City of La Quinta "City" is desirous of contracting with the County of Riverside "County" Department of Animal Services "DAS" to provided animal field services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Ordinances and State laws relating to animal control.

(Continued on page 2)

RM:nd

Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 14,760	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

SOURCE OF FUNDS: 100% funded by the City of La Quinta	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

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 20, 2013
xc: Animal Services

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

2013 JUL 31 5:30
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD District: 4 Agenda Number:

3-17

FORM APPROVED COUNTY COUNSEL
DATE 8/6/13
BY: ERIC STOPHER
Departmental Concurrence

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

Form 11

Subject: Ratify Agreement 13-011 between City of La Quinta and the County of Riverside Department of Animal Services for animal shelter services

Page 2 of 2

BACKGROUND: (Continued)

The fees for services rendered under this agreement are established by County of Riverside Ordinance 630.

Animal Field Service amounts are estimated as follows:

Service	FY13/14	FY14/15	Total
Hourly Standby Animal Control Officer*	\$7,380	\$7,380	\$14,760

Hourly Standby Animal Control Officer estimated at 90 hours x \$82=\$7,380/year
Less than ½ FTE is charged hourly \$82 (minimum call out 2 hours). To be billed on actual usage. Estimated total based on past experience.

FINANCIAL:

There is no additional impact on the general fund as this funding is provided from the City of La Quinta for services rendered.

COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 13-011	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200	PROJECT-GRANT:	ACCOUNT: 773220
CLASS/LOCATION: 8602		CONTRACT AMOUNT: \$14,760	
PERIOD OF PERFORMANCE: July 1, 2013 through June 30, 2015			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Frank J. Spevacek (760) 777-7030	
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 La Quinta, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of La Quinta, 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 5, Exhibit A consisting of 4 pages, Exhibit B consisting of 1 page, attached hereto and incorporated herein.

By John J. Benoit
John J. Benoit, Chairman, Board of Supervisors
Date AUG 20 2013

By Frank J. Spevacek
By FRANK J. SPEVACEK
Print Name

ATTEST: Kecia Harper-Ihem, Clerk
By Kecia Harper-Ihem, Deputy

Date 23 July 2013

FORM APPROVED COUNTY COUNSEL
BY: Eric Stopher
ERIC STOPHER DATE

AUG 20 2013 317

1
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, ²⁰¹³~~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, COUNTY shall
11 be entitled to receive payment as specified in EXHIBIT B, PAYMENT PROVISIONS
12 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. In
16 the event that such funds are not forthcoming for any reason, CITY shall immediately notify
17 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 not
30 limited to attorney fees, cost of investigation, defense and settlements or awards of all
31 Agencies, Districts, Special Districts and Departments of the County of Riverside, their
32 respective directors, officers, Board of Supervisors, elected and appointed officials,
33 employees, agents and representatives in any such action or claim or action based upon
34 such alleged acts or omissions.

35 **5.2** With respect to any action or claim subject to indemnification herein by CITY, CITY
36 shall, at its sole cost, have the right to use counsel of its own choice and shall have the
37 right to adjust, settle, or compromise any such action or claim without the prior consent
38 of COUNTY; provided, however, that any such adjustment, settlement or compromise

1 in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY
2 as set forth herein. CITY's obligation to defend, indemnify and hold harmless
3 COUNTY shall be subject to COUNTY having given CITY written notice within a
4 reasonable period of time of the claim or of the commencement of the related action, as
5 the case may be, and information and reasonable assistance, at CITY's expense, for the
6 defense or settlement thereof.

7 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY
8 the appropriate form of dismissal relieving COUNTY from any liability for the action
9 or claim involved.

10 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
11 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
12 from third party claims.

13 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special
14 Districts and Departments, their respective directors, officers, governing bodies, elected
15 and appointed officials, employees, agents and representatives from any liability, claim,
16 damage, or action whatsoever, based or asserted upon any action of COUNTY its
17 officers, employees, subcontractors, agents or representatives arising out of or in any
18 way relating to this Agreement, including but not limited to property damage, bodily
19 injury, or death or any other element of any kind or nature whatsoever arising from the
20 performance by COUNTY, its officers, agents, employees, subcontractors, agents or
21 representatives of this Agreement. COUNTY shall defend at its sole expense, all costs
22 and fees including but not limited to attorney fees, cost of investigation, defense and
23 settlements or awards of all Agencies, Districts, Special Districts and Departments of
24 the CITY, their respective directors, officers, governing body, elected and appointed
25 officials, employees, agents and representatives in any claim or action based upon such
26 negligent or omissions.

27 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,
28 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.

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.

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

3 **6.1 Workers' Compensation:**

4 COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as
5 prescribed by the laws of the State of California. Policy shall include Employers'
6 Liability (Coverage B) including Occupational Disease with limits not less than
7 \$1,000,000 per person per accident.

8 **6.2 Commercial General Liability:**

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

13 **6.3 Vehicle Liability:**

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

17 **6.4 General Insurance Provisions - All lines:**

18 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be admitted
19 to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

20 **6.4.2** The insurance requirements contained in this Agreement may be met with a
21 program(s) of self-insurance.

22 **7. TERMINATION:**

23 CITY and COUNTY reserve the right to terminate this Agreement at any time, with or
24 without cause, upon one hundred eighty (180) days advance written notice stating the extent
25 and effective date of termination. Upon receipt of any notice of termination from CITY,
26 COUNTY shall immediately cease all services hereunder except such as may be specifically
27 approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation
28 for all services rendered prior to termination and for any services authorized in writing by
CITY thereafter.

8. FORCE MAJEURE:

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

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

1 **9. ALTERATION;**

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

6 **10. SEVERABILITY:**

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

10 **11. RECORDS:**

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

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

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

21 **13. NONDISCRIMINATION:**

22 During the performance of this contract, COUNTY agrees that it shall not discriminate on
23 the grounds of race, religious creed, color, national origin, ancestry, age, physical disability,
24 mental disability, medical condition including the medical condition of Acquired Immune
25 Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual
26 orientation in the selection and retention of employees and subcontractors and the
27 procurement of materials and equipment, except as provided in Section 12940 of the
28 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

1 mutually agreed that the prevailing party in such action shall recover all costs thereof 13-011
2 including reasonable attorneys' fees to be set by the court in such action.

3 **15. ASSIGNMENT:**

4 It is mutually understood and agreed that this contract shall be binding upon COUNTY and
5 its successors. Neither this contract nor any part thereof nor any moneys due or to become
6 due hereunder may be assigned by COUNTY without the prior written consent and approval
7 of CITY. CITY and COUNTY hereby agree to the full performance of the covenants
8 contained herein.

9 **16. AMENDMENTS:**

10 Any amendments, including any supplements, to this contract shall be in writing and shall
11 have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is
12 the entire contract for Animal Field Services and supersedes any prior written or oral
13 contract inconsistent herewith. Any amendment will be presented to the City Manager prior
14 to CITY Council approval.

15 **17. NOTICES:**

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

19 **COUNTY:**

20 Community Health Agency
21 Procurement/Contracts Administration
22 4065 County Circle Drive
23 Riverside, CA 92503
24 (951) 358-5097

25 **Additional Copy COUNTY:**

26 Department of Animal Services
27 Director of Animal Services
28 6851 Van Buren Boulevard
Riverside, CA 92509
(951) 358-7442

CITY:

City of La Quinta
City Manager
78-495 Calle Tampico
La Quinta, CA 92210
(760) 777-7035

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

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CITY OF LA QUINTA
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 La Quinta, 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 referenced in Riverside COUNTY Code Title 6 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) and the owner and/or custodian of the animal that provided bite(s) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident and when the incident occurred. When a bite causes substantial injury and/or the dog owner or custodian is unable to keep the dog secured, COUNTY shall perform shelter quarantine. CITY shall be responsible for administration of all animal bite cases involving COUNTY response. COUNTY shall make available animal field services staff responding to animal bites to testify at all applicable hearings and/or meetings.
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:** COUNTY shall only respond to stray and barking animal complaints received after hours as requested by La Quinta Police, City Manager, or City Manager appointee. General response to stray and barking animal complaints shall only occur when complaint is received during regular service hours on Sundays and holidays.
 - 1.7 **Dead Animals:** COUNTY shall only respond to and remove dead Animals from the public right-of-way in response to request from La Quinta Police, City Manager, or City Manager appointee.

- 1 **1.8 Return of Impounded Animals:** Encourage the return of any lost/stray Animal
2 (imponded by field personnel) to the rightful owner in the field, subject to the
3 payment of impound fees.
- 4 **1.9 Licenses for Dogs:** CITY shall be responsible for the issuance of dog licenses. The
5 Animal Control Officer, as part of said officer's regular animal control duties as
6 defined by, but not limited to, the terms of this contract, shall conduct license
7 inspection activities during animal control investigations. Owner or custodian of
8 unlicensed dogs shall be issued a warning or citation as necessary.
- 9 **1.10 Issuance of Warnings and Citations:** Enforce all appropriate provisions of
10 Riverside COUNTY Code Title 6 including the issuance of warning notices or
11 citations as necessary for violations of the provisions of said Riverside COUNTY
12 Code Title 6, State law or CITY municipal codes.
- 13 **1.11 Service to Public:** Provide service to the public on matters covered in this contract
14 consistent with established policies and procedures that promote courteous and
15 efficient service and good public relations. Other policies and procedures
16 notwithstanding, COUNTY, in processing any type of complaint or request for
17 service, will indicate to the caller that a response can be expected as per Section 5
18 below.
- 19 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
20 Coachella Valley Animal Campus Shelter at 72-050 Petland Place, Thousand Palms CA
21 92276 ("Shelter"), or at other shelter operated by the County of Riverside at County's
22 discretion.
- 23 **3. Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control
24 vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with
25 an air conditioning unit mounted on the animal control truck boxes for use to provide
26 contract services. The COUNTY shall equip fuel and maintain said vehicles.
- 27 **4. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's
28 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 with
 which a call will be handled. All calls will go directly to the dispatcher or assigned
 clerical staff for relay to the Animal Control Officer. If a call is "exceptional," as
 defined in Section 6.4 of this Exhibit, it will be referred to the Supervisor for

1 evaluation and processing. Field service activities will be performed daily and 13-011
2 generally based upon the priority ranking and based on limited service hours in
3 accordance with contract or part-time officer. All calls involving imminent danger
4 scenarios will be responded to within 60 minutes if reasonably possible, subject to
5 considerations involving the time of day, traffic conditions, or other uncontrollable
6 circumstances.

7 An Animal Control Officer will respond to animal medical emergencies and other
8 emergencies involving danger to humans within 60 minutes or less after regular
9 service hours, on Sundays and holidays. CITY acknowledges that response time may
10 be affected by traffic congestion or other hindering circumstances uncontrollable by
11 the COUNTY.

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

16 The following definitions of "regular service hours," "limited service" and "holidays"
17 are intended to identify the broad time frames during which specific levels of service
18 will be provided. "Regular Service Hours" shall be deemed to mean between the
19 hours of 7:30am to 5:00pm, Monday through Friday, holidays excepted.

20 "Limited service" shall be deemed to mean between the hours of 5:30pm to 7:30am,
21 Monday through Thursday, 5:00pm to 8:00am Friday and Saturday, all day Sunday
22 and on holidays as those identified by the CITY. The COUNTY shall answer all
23 telephone calls for Field Services during phone center operational hours. Calls shall
24 be received by the COUNTY answering service after hours and on holidays, as noted
25 above. Calls answered by the answering service will be handled on an emergency
26 basis as outlined in this Exhibit. The dispatcher and/or clerical support staff shall
27 maintain a detailed record of all requests, for service, both emergency and routine,
28 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 emergent 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.

1 **5.2 Calls considered as Emergencies to be handled Without Delay:**

- 2 5.2.1 Animals endangering health or safety of the community.
- 3 5.2.2 Police Department requests for service.
- 4 5.2.3 Sick or injured stray animals.
- 5 5.2.4 Animals in distress.
- 6 5.2.5 Humane investigations – life threatening. (Depending on immediate
circumstance)
- 7 5.2.6 Venomous snakes

8 **5.3 Calls Considered as Non-Emergency to be handled during Regular Business Hours:**

- 9 5.3.1 Pick up confined, healthy, stray-animals.
- 10 5.3.2 Dead animal removal.
- 11 5.3.3 Quarantine investigations.
- 12 5.3.4 Leash law enforcement.
- 13 5.3.5 Nuisance animal investigations.
- 14 5.3.6 Permit investigations.

15 **5.4 Exceptions:**

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

21 // // // // //

**CITY OF LA QUINTA
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 which are subject to change as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 Hourly Standby Animal Control Officer: Estimated at 90 hours x \$82* = \$7,380/year
Less than 1/2 FTE is charged hourly \$82 (minimum call out 2 hours). To be billed on actual usage. Estimated total based on past experience.

Service	FY13/14	FY14/15	Total
Hourly Standby Animal Control Officer*	\$7,380	\$7,380	\$14,760

The scheduled compensation payable to COUNTY for all services as set forth in this agreement is fourteen thousand seven hundred sixty dollars (\$14,760) for the period commencing July 1, 2013 through June 30, 2015.

*Hourly Standby Animal Control Officer rate may fluctuate based on actual usage.
// // // //