

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

135



FROM: Department of Animal Services

SUBMITTAL DATE:
July 1, 2014

SUBJECT: Ratify 3 year Agreement 14-005 between the City of Jurupa Valley and the County of Riverside Department of Animal Services for animal field, shelter and licensing program services [Districts 2nd/2nd] [\$3,580,372] – 100% City of Jurupa Valley

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Agreement 14-005 between the City of Jurupa Valley and the County of Riverside Department of Animal Services for animal field, shelter services and licensing program to the City, for the period of July 1, 2014 through June 30, 2017, in the amount of \$3,580,372;
2. Direct the Chairperson to execute three (3) original Agreements on behalf of the County.

BACKGROUND:

Summary

The City of Jurupa Valley "City" desires to contract with the County of Riverside "County" Department of Animal Services "DAS" to provide animal shelter services for the City's domestic and wild animals, promoting the humane treatment of animals, and enforcing the City's Municipal Codes and State laws relating to animal control.

(Continued on page 2)

RM:nd

Robert P. Miller, Director
Department of Animal Services

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,114,641	\$ 1,190,124	\$ 3,580,372	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: 100% City of Jurupa Valley	Budget Adjustment: No
	For Fiscal Year: 14/15-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: July 29, 2014
xc: Animal Services

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2nd /2nd

Agenda Number:

3-13

BACKGROUND:

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY:
Esteban Hernandez

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY:
ERIC STOPHER
DATE: 7/10/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Department of Animal Services

FORM 11: Ratify 3 year Agreement 14-005 between the City of Jurupa Valley and the County of Riverside Department of Animal Services for animal field, shelter and licensing program services [Districts 2/2] [\$3,580,372] 100% City of Jurupa Valley

DATE: July 1, 2014

PAGE: 2 of 2

Summary (continued)

Typically one of every three to four homes visited by a license inspector is found to be in violation of State and/or County rabies vaccination, dog licensing, micro-chipping or spay/neuter requirements. Additionally, out of compliance residences have, on average, 1.5 dogs per household. These situations are often corrected in 30 to 60 days and often include the altering of the pet. The long term benefit from subsequent license renewal and the integrated approach is not included in these numbers but represents, a significant revenue stream over time. DAS has identified a significant increase in the number of altered licenses sold which may result in fewer impounds as the overall fertility rate of the dog population is decreased.

There has been a significant increase in City animal impounds. Due to the financial hardships that the City is experiencing and the increase in City animal impounds, a step-up plan has been offered for the Shelter Services and Operational Maintenance costs of this Agreement.

Impact on Citizens and Businesses

This Agreement is for safeguarding the health and safety of the population of the City of Jurupa Valley and its domestic animals while promoting the humane treatment of animals.

SUPPLEMENTAL:

Additional Fiscal Information

There is no additional impact on the general fund, the funding is provided from the City of Jurupa Valley for services rendered. The amount for services will be included in the 14/15 Budget pending Board approval.

Due to financial hardships that the City is experiencing and the increase in City animal impounds, a step-up plan has been offered for the Shelter Services and Operational Maintenance costs of this Agreement.

The City of Eastvale and the City of Jurupa Valley are sharing the Office Assistant (OA) and License Inspector (LI) positions. The other one fourth of the OA position and one half of the LI position are paid for and used by the City of Eastvale.

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

Services	FY14/15	FY15/16	FY16/17	Total
Regular Full-time Field Services	\$254,052	\$254,052	\$254,052	\$762,156
Over-time Field Services (Estimated)	\$68,770	\$68,770	\$68,770	\$206,310
Total Field Services	\$322,822	\$322,822	\$322,822	\$968,466
Shelter Services (Step-up plan)	\$527,125	\$591,143	\$665,161	\$1,783,429
O&M Costs (Step-up plan)	\$37,465	\$48,930	\$60,395	\$146,790
Total Shelter Services	\$564,590	\$640,073	\$725,556	\$1,930,219
0.75 FTE Office Assistant (OA)	\$37,500	\$37,500	\$37,500	\$112,500
1.5 FTE License Inspector (LI)	\$133,973	\$133,973	\$133,973	\$401,919
License Processing Fees (Estimated)	\$55,756	\$55,756	\$55,756	\$167,268
Total Licensing Program	\$227,229	\$227,229	\$227,229	\$681,687
Total for all services before credit	\$1,114,641	\$1,190,124	\$1,275,607	\$3,580,372
Projected CITY License Revenue (Credit to off-set CITY Cost)	\$350,000	\$370,000	\$400,000	\$1,120,000
Total for all services after credit	\$764,641	\$820,124	\$875,607	\$2,460,372

Rates are subject to change as adopted by the Board of Supervisors

COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 14-005	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 420-060-1200, 420-060-1300	PROJECT-GRANT HS600041	ACCOUNT: 773220,773210,773230
CLASS/LOCATION: —		CONTRACT AMOUNT: \$3,580,372	
PERIOD OF PERFORMANCE: July 1, 2014 through June 30, 2017			
COUNTY CONTACT : Robert Miller (951) 358- 7442		CONTRACTOR REPRESENTATIVE: Steve Harding (951) 332-6464	
PROGRAM NAME: Animal Field, Shelter Services and Licensing Program			

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 Jurupa Valley, 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 as well as a licensing program pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Jurupa Valley, 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, shelter services and licensing program 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 5 pages, Exhibit C consisting of 3 pages, and Exhibit D consisting of 3 pages attached hereto and incorporated herein.

COUNTY

By Jeff Stone
 Jeff Stone, Chairman, Board of Supervisors

Date JUL 29 2014

CITY

By Franklin Johnston

By Franklin Johnston
 Print Name

ATTEST: Kecia Harper-Ihem, Clerk

By Kecia Harper-Ihem, Deputy

Date June 19, 2014

FORM APPROVED COUNTY COUNSEL
 BY: Eric Stopher 7/10/14
 DATE

JUL 29 2014 313

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of
3 Animal Field Services, Exhibit B, Scope of Animal Shelter Services and Exhibit C, Scope
4 of Integrated Canine Licensing Program attached hereto and by this reference incorporated
5 herein.

6 **2. PERIOD OF PERFORMANCE:**

7 The Animal Field Services as referenced in Exhibit A, the Animal Shelter Services as
8 referenced in Exhibit B, the Integrated Canine Licensing Program as referenced in Exhibit C
9 of this Agreement shall be effective on July 1, 2014 through June 30, 2017, unless terminated
10 as specified in Section 7, Termination.

11 **3. COMPENSATION:**

12 In consideration of services provided by COUNTY pursuant to Exhibit A, Exhibit
13 B and Exhibit C, COUNTY shall be entitled to receive payment as specified in Exhibit D,
14 Payment Provisions attached hereto and incorporated herein by this reference.

15 **4. AVAILABILITY OF FUNDING:**

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

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

22 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
23 Districts, Special Districts and Departments, their respective directors, officers, Board
24 of Supervisors, elected and appointed officials, employees, agents and representatives
25 from any liability, claim, damage or action whatsoever, based or asserted upon any
26 actions of CITY, its officers, employees, subcontractors, agents or representatives
27 arising out of or in any way relating to this Agreement, including but not limited to
28 property damage, bodily injury, or death or any other element of any kind or nature
whatsoever and resulting from any reason whatsoever arising from the actions by
CITY, its officers, agents, employees, subcontractors, agents or representatives of this
Agreement. CITY 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 County of
Riverside, their respective directors, officers, Board of Supervisors, elected and
appointed officials, employees, agents and representatives in any such action or claim
or action 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
right to adjust, settle, or compromise any such action or claim without the prior
consent of COUNTY; provided, however, that any such adjustment, settlement
or compromise in no manner whatsoever limits or circumscribes CITY's
indemnification to COUNTY as set forth herein. CITY's obligation to defend,
indemnify and hold harmless COUNTY shall be subject to COUNTY having given

CITY 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 CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

5.4 COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, 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 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.

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

1 which may arise from or out of COUNTY's performance under this Agreement. 14-005
2 This coverage shall have a limit of liability not less than \$1,000,000 per occurrence
3 combined single limit.

4 **6.3 Vehicle Liability:**

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

8 **6.4 General Insurance Provisions - All lines:**

9 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
10 admitted to the State of California and have an A M BEST rating of not less
11 than A: VIII (A:8).

12 **6.4.2** The insurance requirements contained in this Agreement may be met with
13 a program(s) of self-insurance.

14 **7. TERMINATION:**

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

22 **8. FORCE MAJEURE:**

23 **8.1** In the event the COUNTY is unable to comply with any provision of this Agreement
24 due to causes beyond their control such as acts of God, acts of war, civil disorders, or
25 other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

26 **8.2** In the event CITY is unable to comply with any provision of this Agreement due to
27 causes beyond their control such as acts of God, acts of war, civil disorders, or other
28 similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. ALTERATION:

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

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

1
2 **12. NO THIRD PARTY BENEFICIARY:**

3 This contract between CITY and COUNTY is intended for the mutual benefit of the two
4 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.

5 **13. NONDISCRIMINATION:**

6 During the performance of this contract, COUNTY agrees that it shall not discriminate
7 on the grounds of race, religious creed, color, national origin, ancestry, age, physical
8 disability, mental disability, medical condition including the medical condition of
9 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,
10 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
11 Section 12940 of the Government Code of the State of California. Further, COUNTY
12 agrees to conform to the requirements of the Americans with Disabilities Act in the
13 performance of this contract.

14 **14. VENUE:**

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

24 **15. ASSIGNMENT:**

25 It is mutually understood and agreed that this contract shall be binding upon COUNTY
26 and its successors. Neither this contract nor any part thereof nor any moneys due or to
27 become due hereunder may be assigned by COUNTY without the prior written consent
28 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 and Shelter 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.

17. NOTICES:

All correspondence and notices required or contemplated by this Agreement shall be
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:

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

COUNTY:

Department of Animal Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
Attention : Director

CITY:

City of Jurupa Valley
8304 Limonite Ave. Suite M
Jurupa Valley, CA 92509
Attention: City Manager

14-009

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

//////

CITY OF JURUPA VALLEY
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 Jurupa Valley, 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 or appropriate CITY Municipal Code.
 - 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.
 - 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 Municipal Code.
 - 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 at City's request. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis, provided, however, that County shall retain the sum of \$5.85 for each dog license issued hereunder. County shall verify dog license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this contract, shall conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City of Jurupa Valley 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.

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

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

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

2. Shelter Care and Disposition Services: The COUNTY will house CITY's animals at the Western Riverside City/County Animal Shelter, or other County operated shelter at the County's discretion.

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 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.

6. Priority of Field Services:

6.1 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 evaluation and processing.

Field service activities will be performed daily and generally based upon the priority ranking and based on limited service hours in accordance with contract or part-time officer. All calls involving imminent danger scenarios will be

1 responded to within 60 minutes if reasonably possible, subject to considerations 14-005
2 involving the time of day, traffic conditions, or other uncontrollable
3 circumstances.

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

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

14 The following definitions of "regular service hours," "limited service" and
15 "holidays" are intended to identify the broad time frames during which specific levels
16 of service will be provided. "Regular Service Hours" shall be deemed to mean
17 between the hours of 7:30 am to 5:00 pm, Monday through Friday, holidays excepted.
18 "Limited service" shall be deemed to mean between the hours of 5:00 pm to 7:30 am,
19 Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as
20 herein shall be those as established by the COUNTY and the CITY. The COUNTY
21 shall answer all telephone calls for Field Services during phone center operational
22 hours. Calls shall be received by the COUNTY answering service after hours and on
23 holidays, as noted above. Calls answered by the answering service will be handled on
24 an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical
25 support staff shall maintain a detailed record of all requests, for service, both
26 emergency and routine, received during regular service hours and after regular service
27 hours, including time and date, when the calls were answered and the disposition of
28 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.

6.2 Calls considered as Emergencies to be handled Without Delay:

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

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

- 6.3.1 Pick-up confined, healthy, stray-animals.
- 6.3.2 Dead animal removal.

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

- 6.3.3 Quarantine investigations.
- 6.3.4 Leash law enforcement.
- 6.3.5 Nuisance animal investigations.
- 6.3.6 Permit investigations.

6.4 Exceptions:

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

//////

**CITY OF JURUPA VALLEY
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 Jurupa Valley, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Western Riverside County/City Animal Shelter located at 6851 Van Buren Blvd., Jurupa Valley CA 92509 ("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 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.

- 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

1 suspected of being rabid, or involved in a bite investigation.

- 2 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all
animals impounded and/or quarantined at the Shelter.
- 3 **3.8 Incoming Animal Examinations/Assessments:** A cursory exam will be performed
4 within twelve (12) hours, except after regular business hours when the examination
will be performed within twenty-four (24) hours. Incoming animal assessment must
5 include the following:
- 6 **3.8.1** A physical examination to determine if a medical condition exists which
requires a veterinarian's attention
- 7 **3.8.2** Routine vaccinations and de-worming, as needed
- 8 **3.8.3** External parasite treatment, as necessary
- 9 **3.8.4** Document the animal's incoming weight
- 10 **3.8.5** Scan for microchip identification
- 11 **3.8.6** Establish unique identifier for the animal
- 12 **3.8.7** Document any identifying features or abnormalities. The COUNTY shall
properly document on an animal-by-animal basis that an
13 examination/assessment is performed.
- 14 **3.9 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be
conducted in accordance with guidelines established by the Department of Animal
15 Services.
- 16 **3.10 Adoption:** Animals identified as being available for adoption are placed in
adoptable areas of the Shelter.
- 17 **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
18 division shall, prior to the euthanasia of that animal be released to a nonprofit, as
19 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
20 euthanasia of that animal. The public or private shelter may enter into cooperative
21 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,
22 may assess a fee, not to exceed the standard adoption fee, for animals adopted or
23 released."
- 24 **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
25 the spirits and morale of staff and volunteers.
- 26 **3.13 Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in
custody of the Shelter either under impoundment or quarantine shall be deemed
27 unsuitable for adoption and shall not be released except as required by law or at the
Director's discretion.
- 28 **3.14 Euthanasia:** Provide humane euthanasia service as required for impounded
animals held at the Shelter for the lawful number of days, if such animal is not
reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY.
Animals that are irremediably suffering from a serious illness or severe injury may
not be held for owner redemption or adoption. Only euthanasia methods approved
by the American Veterinary Medical Association shall be used.
Records will be kept for a period of not less than three (3) years on each
euthanized animal including the following information: breed; sex; color;
weight; other distinguishing characteristics; date, time and location where

animal was found; method of euthanasia and reason for use of method.

14-005

- 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
- 3.15 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
- 3.16 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
- 3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of CITY.
- 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.
- 3.23 CITY Access:** COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.
- 3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter, except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing where said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
- 3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY

1 shall be responsible for the disposal of animal remains in its custody or control, 14-005
2 subject to applicable laws.

3 **3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in
4 this contract. COUNTY's policies and procedures for Shelter Services shall be based
5 on standards and/or guidelines derived from reputable animal care organizations
6 including, but not limited to the following: Humane Society of the United States,
7 American Humane Association and American Veterinary Medical Association.

8 **3.27 Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents in
9 accordance with Licensing Program.

10 **4. Compensation:**

11 **4.1 Compensation for Sheltering:** Compensation for shelter services shall be
12 based upon established rate for shelter service at specified primary shelter location and
13 prior three fiscal year impounds of dogs and cats. An annual rate shall be established
14 based on these factors and payable monthly in 1/12th increments. Additional costs for
15 large animal sheltering are incurred at \$20 per animal per day for horses and cattle and
16 \$12 per animal per day for swine, goats and sheep in accordance with ordinance and
17 will be billed based on actual sheltering on a monthly basis.

18 **4.2 Compensation for Operations and Maintenance:** Compensation for Operations and
19 maintenance shall be based upon rate for shelter service at a specified primary shelter
20 location and prior three fiscal year impounds of dogs and cats. An annual rate shall be
21 established based on these factors and payable monthly in 1/12th increments.

22 **4.3 License Processing:** Compensation for License processing shall be based upon actual
23 licenses processed and licensing processing rate. License processing costs shall be
24 billed monthly and total resulting compensation may vary from estimated contract
25 cost.

26 **4.4 Outreach Activities:** Daily flat rates educational outreach and shot clinics will be
27 billed based on actual outreach days scheduled. Compensation accounts for full staff
28 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.

5. Definitions:

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

5.1.1 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.

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

5.1.3 Counseling and advising animal owners.

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

5.1.5 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.

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

5.1.6 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.

5.1.7 Proper disposal of dead animals.

5.1.8 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.

5.2 "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.

5.3 "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.

5.4 "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 INTEGRATED CANINE LICENSING PROGRAM

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following Integrated Canine Licensing Program ("ICLP") services for the City of Jurupa, hereinafter referred to as CITY. Contingent upon adoption of this contract is the adoption in principal by CITY the provisions of Title 6 including dog license fees:

1. Definition of Integrated Licensing Program Services: The Licensing Program 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 Licensing Program Operations: Riverside County's Department of Animal Services (RCDAS) has developed a dog licensing program which consists of highly skilled staff in customer relations and licensing governance, applied GIS technology and specific smart phone applications at the customer interface. This is coupled with the use of administrative citations, a web based payment platform and a semi-automated vaccination certificate recognition process at the department level. Specifically, the License Inspectors (LI) can pinpoint service areas where dog licenses are low in number when compared to the human population using GIS mapping applications.

1.2 License Inspectors Field Services: License Inspectors field services consist of traditional door knocking, observing and or hearing barking dogs and accessing the department's database to determine if licensed dogs reside at that address. Dependent upon the response of the dog owner, the LI may educate the resident in the tenants of pet ownership, issue a citation, or offer compliance solutions in the form of low-cost vaccination and department spay/neuter services. RCDAS aggressively pursues grant funding and has been very successful in utilizing grants to offer free services to these targeted areas; the so called "Healthy Pet Zones".

1.2.1 Licenses (Section 2 of Riverside County Ordinance 630 as of 4/10/13)

Subject to the provisions of Section 2 in the Riverside County Ordinance 630, licenses shall be issued upon payment of the following fees which are subject to change as established by Riverside County Ordinance 630;

1. License valid for one (1) year from date of issuance, for each sterile dog, accompanied by a certificate signed by a veterinarian that said dog is permanently unable to reproduce. \$16.00.

2. License valid for one (1) year from date of issuance, for each dog to which the provisions of Section 2, Subsections (f) (1) and (7) of Ordinance 630 are not applicable. \$100.00. Except for animals owned by recognized dog or cat breeders, as defined by Department of Animal Services Policy, the fee shall be \$65.00.

3. License valid for two (2) years from date of issuance, for each sterile dog, accompanied by a certificate signed by a veterinarian that said dog is permanently unable to reproduce. \$25.00.

4. License valid for two (2) years from date of issuance, for each dog to which the provisions of Section 2, Subsections (f) (3) and (8) of Ordinance 630 are not applicable. \$175.00. Except for animals owned by recognized dog or cat breeders, as defined by Department of Animal Services Policy, the fee shall be \$115.00.

- 1 5. License valid for three (3) years from date of issuance, for each sterile dog, 14-005
2 accompanied by a certificate signed by a veterinarian that said dog is permanently
3 unable to reproduce. \$35.00.
- 4 6. License valid for three (3) years from the date of issuance, for each dog to which
5 the provisions of Section 2, Subsections (f) (5) and (9) of Ordinance 630 are not
6 applicable. \$225.00. Except for animals owned by recognized dog or cat breeders, as
7 defined by Department of Animal Services Policy, the fee shall be \$150.00.
- 8 7. License valid for one (1) year from date of issuance, for each sterile dog, which is
9 owned by a person sixty (60) years of age or older, and is accompanied by a certificate
10 signed by a veterinarian that said dog is permanently unable to reproduce. \$10.00.
- 11 8. License valid for two (2) years from date of issuance, for each sterile dog, which is
12 owned by a person sixty (60) years of age or older, and is accompanied by a certificate
13 signed by a veterinarian that said dog is permanently unable to reproduce. \$15.00.
- 14 9. License valid for three (3) years from date of issuance, for each sterile dog, which is
15 owned by a person sixty (60) years of age or older, and is accompanied by a certificate
16 signed by a veterinarian that said dog is permanently unable to reproduce. \$20.00.
- 17 10. Dangerous Animal Registration as required by Ordinance No. 771. \$250 per year.
- 18 11. A processing fee of \$1.50 shall be added to each license processed online.
- 19 g. No fee shall be required for a license for any "assistance dog" such as a guide dog,
20 signal dog or service dog as defined in California Food and Agriculture Code, Section
21 30850. (a), if such dog is in the possession and under the control of, in the case of a
22 guide dog, a blind person, or in the case of a signal dog, a deaf or hearing-impaired
23 person, or in the case of a service dog, a physically disabled person, or where such dog
24 is in the possession and under the control of a bona fide organization having as its
25 primary purpose the furnishing and training of guide dogs for the blind, signal dogs
26 for the deaf or hearing-impaired, or service dogs for the physically disabled. However
27 this provision does not remove the owner's responsibility to vaccinate said dogs
28 against rabies and attach a current license tag to the dog's collar. Whenever a person
applies for an assistance dog identification tag, the person shall sign an affidavit as
defined in California Food and Agriculture Code, Section 30850. (b).
- h. No fee shall be required for a license for any dog owned by a public entity.
- i. Each license specified in Section 2 of Ordinance 630 shall be valid for the period
specified in Section 2 and shall be renewed within thirty (30) days after such period
terminates, except that where the current vaccination for the dog which is the subject
of the license shall expire prior to the expiration date of the license being applied for,
the Director may upon request of the owner or custodian of such dog, backdate such
license so that its expiration date occurs concurrent with or prior to the expiration date
of the vaccination; provided, however, that where such backdating is performed, there
shall be no reduction or discount of the license fee applicable to the license applied
for, and such license shall be renewed within thirty (30) days after the date of its
vaccination; provided, however, that where such backdating is performed, there shall
be no reduction or discount of the license fee applicable to the license applied for, and
such license shall be renewed within thirty (30) days after the date of its expiration.
- j. If an application for a license is made more than thirty (30) days after the date a dog
license is required under Ordinance 630, the applicant shall pay, in addition to the
applicable license fee, a late fee of twenty five dollars (\$25.00). A late fee for an
altered dog owned by a senior citizen is established at \$15.00.
- k. Whenever a dog validly licensed under Ordinance 630 shall have died more

1 than three (3) months before the expiration date of the license, the owner of
2 such dog may return the license tag to the Director, accompanied by a statement
3 signed by a veterinarian or a declaration signed under penalty of perjury by the owner,
4 indicating that such dog is dead and specifying the date of death. In such event, the
5 license shall be canceled and a pro-rata credit of the license fee by full calendar
6 quarters of the original license period remaining after the death of the dog may be
7 applied during said remaining period to the license fee for another dog acquired by the
8 same owner.

9 l. Upon transfer of ownership of any dog validly licensed under Ordinance 630, the
10 new owner shall notify the Director of such transfer within thirty (30) days of such
11 transfer, on a form prescribed by the Director, accompanied by a transfer fee of six
12 dollars (\$6.00).

13 m. Notwithstanding the provisions of Section 2, Subsection (a) of Ordinance 630,
14 where a person moves into the unincorporated area of the County of Riverside from
15 another community who owns a dog which is currently vaccinated against rabies and
16 for which dog a license was issued by such other community, such license shall be
17 deemed valid for a period of one (1) year from the date such person moves into the
18 unincorporated area of the County of Riverside or on the date of expiration of the
19 license issued by such other community, whichever is earlier. If an application for a
20 license from the Director is made more than thirty (30) days after such license is
21 required, the applicant shall pay, in addition to the applicable license fee, a late fee of
22 twenty five dollars (\$25).

23 n. If a valid license tag is lost or destroyed, a duplicate thereof may be procured from
24 the Director upon submission to the Director of a statement signed by the owner of the
25 dog containing the date and circumstances of such loss or destruction and the payment
26 of a fee of six dollars (\$6.00).

27 o. Upon request of the Director, any owner of a dog for which a license is required
28 under the provisions of Ordinance 630 shall present to the Director a currently valid
certificate of rabies vaccination or license tag.

p. It shall be unlawful for any person to make use of a stolen, counterfeit or
unauthorized license, tag, certificate or any other document or thing for the purpose of
evading the provisions of Ordinance 630.

1.3 **Rabies Vaccination Certificate Data:** Rabies vaccination certificates are collected
from area veterinarians and downloaded into the database after the data has been scrubbed
of inconsistencies. Reminders of licensing requirements are automatically generated and
mailed to dog owners. Those owners who fail to comply may be subsequently issued
administrative citations. Remittance options include the "Web Licensing" portal on the
department website, www.rcdas.org.

//////

CITY OF JURUPA VALLEY
EXHIBIT D
PAYMENT PROVISIONS

14-005

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; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 Two FTE (Annual) Animal Control Officer: $2 \times \$127,026^* = \$254,052/\text{year}$
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. Payable monthly in 1/12th increments of \$21,171/monthly.

1.2 Estimated Overtime Services: $838.66 \text{ hours} \times \$82 = \$68,770/\text{year}$

The cost to provide after-hours services (evenings, weekends and holidays) with a minimum 2 hour call out. Estimate based on past experience. To be billed based on actual usage.

1.3 Animal Control Target Area Sweeps: \$2,460 per target sweep

(The cost to provide 5 officers for 6 hours to perform target area sweep, to be billed based on actual usage as requested by City.)

2. Animal Shelter Services:

2.1 There has been a significant increase in CITY animal impounds. Due to this increase a step-up plan has been offered for Shelter Services and Operational and Maintenance (O&M) Costs.

2.2 Shelter Services: Under normal circumstances a fixed rate will be adjusted for each year of contract by the following formula: Prior three fiscal year (FY) dog/cat impounds times the sheltering rate of \$138 at Western Riverside County/City Animal Shelter. This formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided with prior year impound rates by March 31st each year.

Step up plan for animal sheltering services will be as follows: \$527,125 FY14/15, \$591,143 FY 15/16 and \$665,161 FY16/17 payable monthly in 1/12th increments.

2.3 O&M costs: Under normal circumstances a fixed rate will be adjusted for each year of contract by the following formula: Established rate for O&M cost at Western Riverside County/City Animal Shelter of \$12.53 multiplied by the projected impounds based on prior three fiscal years. This formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided with prior year impound rates by March 31st each year.

Step up plan for O&M costs will be as follows: \$37,465 FY 14/15, \$48,930 FY15/16 and \$60,395 FY16/17 payable monthly in 1/12th increments.

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:

14-005
 1 **3.1** The COUNTY will provide the Integrated Canine Licensing Program for the CITY. COUNTY projects revenue will offset the cost of this program and generate an
 2 annual amount of **\$350,000 FY14/15, \$370,000 FY15/16 and \$400,000 FY16/17** in
 3 additional revenue to be used to reduce the amount of the Agreement.

4 **3.2** The CITY will authorize the COUNTY to collect and retain any and all canine
 5 license revenue generated by CITY residents during the program and term of the
 6 Agreement. All fees collected for dog licenses shall be accounted for by COUNTY
 7 and credited back to the CITY on a monthly basis, COUNTY shall retain the sum of
 8 \$5.85 for each dog license issued hereunder.

9 **3.3** License Inspector (LI) positions: $1.5 \times \$89,315^* = \$133,973/\text{year}$

10 (The other half of the LI FTE will be paid by and used for the City of Eastvale.)

11 *The cost to provide one FTE License Inspector to service an area for a total of 2,080
 12 hours per fiscal year, including a factor for direct and indirect overhead and all operational
 13 expenses.

14 **3.4** Office Assistant (OA) position: $0.75 \times \$50,000^{**} = \$37,500/\text{year}$

15 (The other quarter of the OA FTE will be paid by and used for the City of Eastvale).

16 **The cost to provide one FTE Office Assistant to process the citations generated by the
 17 LI.

18 **4. Outreach Activities:** Daily flat rates for education outreach and shot clinics will be billed
 19 based on actual outreach days scheduled. Compensation accounts for full staff time to provide
 20 service for one day. The maximum time possible will be afforded for actual outreach activity;
 21 however actual outreach activity time will be reduced by travel and preparation time the day of
 22 the event.

23 **4.1** Shot Clinic: \$2,783 per shot clinic

24 (The cost to provide 3 clinic services staff and one veterinarian for 9 hours, to be billed
 25 based on actual usage as requested by City.)

26 **4.2** Outreach event \$2553 per event flat rate billed on actual use

27 (The cost to provide 3 staff, 9 hours each, OT rates used due to limited staffing levels-
 28 supplemented by volunteers.)

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.

Services	FY14/15	FY15/16	FY16/17	Total
Regular Full-time Field Services	\$254,052	\$254,052	\$254,052	\$762,156
Over-time Field Services (Estimated)*	\$68,770	\$68,770	\$68,770	\$206,310
Total Field Services	\$322,822	\$322,822	\$322,822	\$968,466
Shelter Services (Step-up plan)**	\$527,125	\$591,143	\$665,161	\$1,783,429
O&M Costs (Step-up plan)***	\$37,465	\$48,930	\$60,395	\$146,790
Total Shelter Services	\$564,590	\$640,073	\$725,556	\$1,930,219
0.75 FTE Office Assistant (OA)	\$37,500	\$37,500	\$37,500	\$112,500
1.5 FTE License Inspector (LI)	\$133,973	\$133,973	\$133,973	\$401,919
License Processing Fees (Estimated)****	\$55,756	\$55,756	\$55,756	\$167,268
Total Licensing Program	\$227,229	\$227,229	\$227,229	\$681,687
Total for all services before credit	\$1,114,641	\$1,190,124	\$1,275,607	\$3,580,372
Projected CITY License Revenue (Credit to off-set CITY Cost)	\$350,000	\$370,000	\$400,000	\$1,120,000
Total for all services after credit	\$764,641	\$820,124	\$875,607	\$2,460,372

Rates are subject to change as adopted by the Board of Supervisors.

1 The scheduled compensation payable to COUNTY for all services as set forth in this 14-005
2 Agreement is three million five hundred eighty thousand three hundred seventy-two dollars
3 (\$3,580,372) for the period commencing July 1, 2014 through June 30, 2017.

4 *Field services may fluctuate based on actual on call usage.

5 **Shelter services have seen a significant increase in CITY animal impounds. Due to this
6 increase a step-up plan has been offered. Under normal circumstances a fixed rate will be
7 adjusted for each year of contract by the following formula: Prior three fiscal year dog/cat
8 impounds times the sheltering rate. This formula establishes a fixed rate that will be payable in
9 1/12th monthly increments. The CITY will be provided with prior year impound rates by March
10 31st each year.

11 ***Operation & Maintenance is using a step-up plan due to an increase in animal impounds.
12 Under normal circumstances a fixed rate will be adjusted for each year of contract by the
13 following formula: Prior three fiscal year dog/cat impounds x O&M rate. This formula
14 establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be
15 provided with prior year impound rates by March 31st each year.

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

17 // // // // //