

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

940



**SUBMITTAL DATE:**  
September 1, 2015

**FROM:** Department of Animal Services

**SUBJECT:** Ratify the attached month to month Agreement 15-020 with City of Palm Springs for Emergency Stand-by Animal Field Services to the city and authorize the Chairman of the Board to sign the Agreement [District 4, \$0 County Budget, \$82 per hour contract income, 100% contract revenue]

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

1. Ratify the attached month to month Agreement 15-020 with City of Palm Springs for Emergency Stand-by Animal Field Services to the city and authorize the Chairman of the Board to sign the Agreement.

**BACKGROUND:**

Summary

The City of Palm Springs ("City") reached out to the County of Riverside ("County") to provide emergency stand-by animal field services to the City, to assist City Animal Control Officers on emergency calls for the next few months.

(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	\$	\$	\$	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

<b>SOURCE OF FUNDS:</b> 100% Contract Revenue	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

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

BY:   
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: September 1, 2015  
 xc: Animal Services

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: | District: 4 | Agenda Number:

3-6

FORM APPROVED COUNTY COUNSEL 8/19/15 DATE  
 BY: GREGORY P. PRIAMOS  
 FISCAL PROCEDURES APPROVED PAUL ANGLIO, CPA, AUDITOR-CONTROLLER 8/20/15  
 BY: Susana Garcia-Bocanegra Departmental Concurrence

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 the attached month to month Agreement 15-020 with City of Palm Springs for Emergency Stand-by Animal Field Services to the city and authorize the Chairman of the Board to sign the Agreement [District 4, \$0 County Budget, \$82 per hour contract income, 100% contract revenue]

DATE: September 1, 2015

PAGE: 2 of 2

## **BACKGROUND**

### **Impact on Citizens and Businesses**

This Agreement is for safeguarding the health and safety of the population of the City of Palm Springs 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 Palm Springs for services rendered. The County rate charged to the City is \$82\* per hour with a 2 hour minimum call out not to exceed \$25,000 without prior approval.

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

## **ATTACHMENT**

15-020 Agreement with City of Palm Springs

# COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-020	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 420-060-2200	PROJECT-GRANT:	ACCOUNT: 773220
CONTRACT AMOUNT:		\$82 per hour with a 2 hour minimum call out	
PERIOD OF PERFORMANCE: August 10, 2015 month to month through June 30, 2016 or termination			
COUNTY CONTACT : Robert Miller, Director (951) 358-7442		CONTRACTOR REPRESENTATIVE: David H. Ready, City Manager (760) 322-8362	
PROGRAM NAME: Emergency Stand-by Animal Field Services			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services, hereinafter referred to as COUNTY, and City of Palm Springs, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of contracting with COUNTY to provide temporary emergency animal control services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Palm Springs, 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 4, Exhibit A consisting of 3 pages, and Exhibit B consisting of 1 page, attached hereto and incorporated herein.

COUNTY

CITY

By Marion Ashley  
Marion Ashley, Chairman, Board of Supervisors

By James Thompson Acting  
DAVID H. READY

Date SEP 01 2015

By JAMES THOMPSON  
Print Name [Signature]

ATTEST: Kecia Harper-Ihem, Clerk

By Kecia Harper-Ihem, Deputy

Date 08/06/2015

NOT TO EXCEED \$25,000 WITHOUT PRIOR APPROVAL [Signature]

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of  
3 Emergency Stand-by Animal Field Services attached hereto and by this reference  
4 incorporated herein.

4 **2. PERIOD OF PERFORMANCE:**

5 The Emergency Stand-by Animal Field Services as referenced in Exhibit A of this  
6 Agreement shall be effective on August 10, 2015 and continue month to month through June  
7 30, 2016 or until terminated as specified in Section 7, TERMINATION.

7 **3. COMPENSATION:**

8 In consideration of services provided by COUNTY pursuant to Exhibit A, COUNTY shall be  
9 entitled to receive payment as specified in Exhibit B, Payment Provisions attached hereto and  
10 incorporated herein by this reference.

10 **4. AVAILABILITY OF FUNDING:**

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

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

15 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,  
16 Districts, Special Districts and Departments, their respective directors, officers, Board  
17 of Supervisors, elected and appointed officials, employees, agents and representatives  
18 from any liability, claim, damage or action whatsoever, based or asserted upon any  
19 actions of CITY, its officers, employees, subcontractors, agents or representatives  
20 arising out of or in any way relating to this Agreement, including but not limited to  
21 property damage, bodily injury, or death or any other element of any kind or nature  
22 whatsoever and resulting from any reason whatsoever arising from the actions by  
23 CITY, its officers, agents, employees, subcontractors, agents or representatives of this  
24 Agreement. CITY shall defend, at its sole expense, all costs and fees including but  
25 not limited to attorney fees, cost of investigation, defense and settlements or awards  
26 of all Agencies, Districts, Special Districts and Departments of the County of  
27 Riverside, their respective directors, officers, Board of Supervisors, elected and  
28 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

FORM APPROVED COUNTY COUNSEL  
BY Kristine Bell-Caldez 8/18/15  
KRISTINE BELL-CALDEZ DATE

1  
2 reasonable assistance, at CITY's expense, for the defense or settlement thereof.  
3 CITY's obligation hereunder shall be satisfied when CITY has provided to  
4 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for  
5 the action or claim involved.

6 **5.3** The specified insurance limits required in this Agreement shall in no way limit or  
7 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein  
8 from third party claims.

9 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts,  
10 Special Districts and Departments, their respective directors, officers, governing  
11 bodies, elected and appointed officials, employees, agents and representatives from  
12 any liability whatsoever, based or asserted upon any negligent or willful misconduct  
13 of COUNTY its officers, employees, subcontractors, agents or representatives arising  
14 out of or in any way relating to this Agreement, including but not limited to property  
15 damage, bodily injury, or death or any other element of any kind or nature whatsoever  
16 arising from the performance by COUNTY, its officers, agents, employees,  
17 subcontractors, agents or representatives of this Agreement. COUNTY shall defend  
18 at its sole expense, all costs and fees including but not limited to attorney fees, cost of  
19 investigation, defense and settlements or awards of all Agencies, Districts, Special  
20 Districts and Departments of the CITY, their respective directors, officers, governing  
21 body, elected and appointed officials, employees, agents and representatives in any  
22 claim or action based upon such negligent or omissions.

23 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,  
24 COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any  
25 such action or claim without the prior consent of CITY provided, however, that any  
26 such adjustment, settlement or compromise in no manner whatsoever limits or  
27 circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's  
28 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. 15-020  
2 This coverage shall have a limit of liability not less than \$1,000,000 per  
3 occurrence 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 thirty (30) days advance written notice stating the extent and effective  
17 date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall  
18 immediately cease all services hereunder except such as may be specifically approved in  
19 writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services  
20 rendered prior to termination and for any services authorized in writing by CITY thereafter.

21 **8. FORCE MAJEURE:**

22 **8.1** In the event the COUNTY is unable to comply with any provision of this Agreement  
23 due to causes beyond their control such as acts of God, acts of war, civil disorders, or  
24 other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

25 **8.2** In the event CITY is unable to comply with any provision of this Agreement due to  
26 causes beyond their control such as acts of God, acts of war, civil disorders, or other  
27 similar acts, CITY will not be held liable to COUNTY for such failure to comply.

28 **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  
CITY Manager upon reasonable notice to COUNTY.

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

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

4 **13. NONDISCRIMINATION:**

5 During the performance of this contract, COUNTY agrees that it shall not discriminate  
6 on the grounds of race, religious creed, color, national origin, ancestry, age, physical  
7 disability, mental disability, medical condition including the medical condition of  
8 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,  
9 marital status, sex or sexual orientation in the selection and retention of employees and  
10 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.

11 **14. VENUE:**

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

18 **15. ASSIGNMENT:**

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

22 **16. AMENDMENTS:**

23 Any amendments, including any supplements, to this contract shall be in writing and  
24 shall have the approval of the Board of Supervisors of COUNTY and the CITY  
25 Council. This is the entire contract for Animal Field and Shelter Services and supersedes  
26 any prior written or oral contract inconsistent herewith. Any amendment will be presented  
27 to the City Manager prior to CITY Council approval.

26 **17. NOTICES:**

27 All correspondence and notices required or contemplated by this Agreement shall be  
28 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:

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**COUNTY:**

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

**CITY:**

City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attention: City Manager

15-020

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

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**CITY OF PALM SPRINGS**  
**EXHIBIT A**  
**SCOPE OF EMERGENCY STAND-BY ANIMAL FIELD SERVICE**

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following emergency stand-by animal field services for the City of Palm Springs, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Emergency Stand-by Animal Field Services to be provided by COUNTY for CITY within the corporate limits of the 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 any animals involved in events where the Palm Springs Police Department or Palm Springs Police Department Animal Control requests assistance. Impounded animals from such emergency calls for service will be taken by the responding COUNTY Animal Control Officer to the Palm Springs Animal Shelter located at 4575 E. Mesquite Ave. Palm Springs CA for housing and care.
  - 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 ordinance.
  - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
  - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
  - 1.9 **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.
  - 1.10 **Service to Public:** Provide service to the public on matters covered in this contract consistent with established policies and procedures that promote courteous and

1 efficient service and good public relations. Other policies and procedures 15-020  
2 notwithstanding, COUNTY, in processing any type of complaint or request for  
3 service, will indicate to the caller that a response can be expected as per Section 6  
4 below.

5 **2. Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control  
6 vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with  
7 an air conditioning unit mounted on the animal control truck boxes for use to provide  
8 contract services. The COUNTY shall equip fuel and maintain said vehicles.

9 **3. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's  
10 Department within 24 hours if an impounded Animal is missing or suspected to have been  
11 stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall  
12 indicate on the police report the circumstances of the Animal's disappearance.

13 **4. Priority of Field Services:**

14 **4.1 Definitions:** Services are those enforcement activities rendered by COUNTY  
15 pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related  
16 State and CITY codes and are assembled for expediency into two categories:  
17 Emergency and Non-Emergency. Priority Ranking refers to the order of priority  
18 with which a call will be handled. All calls will go directly to the dispatcher or  
19 assigned clerical staff for relay to the Animal Control Officer. If a call is  
20 "exceptional," as defined in Section 4.4 of this Exhibit, it will be referred to the  
21 Supervisor for evaluation and processing.

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

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

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

The following definitions of "regular service hours," "limited service" and  
"holidays" are intended to identify the broad time frames during which specific levels  
of service will be provided. "Regular Service Hours" shall be deemed to mean  
between the hours of 7:30 am to 5:00 pm, Monday through Friday, holidays excepted.  
"Limited service" shall be deemed to mean between the hours of 5:00 pm to 7:30 am,  
Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as  
herein shall be those as established by the COUNTY and the CITY. The COUNTY  
shall answer all telephone calls for Field Services during phone center operational

1 hours. Calls shall be received by the COUNTY answering service after hours 15-020  
2 and on holidays, as noted above. Calls answered by the answering service will be  
3 handled on an emergency basis as outlined in this Exhibit. The dispatcher and/or  
4 clerical support staff shall maintain a detailed record of all requests, for service, both  
5 emergency and routine, received during regular service hours and after regular service  
6 hours, including time and date, when the calls were answered and the disposition of  
7 those calls. Records of these calls shall be maintained for at least thirty (30) days.  
8 The CITY and COUNTY agree that any incident reports to the COUNTY by  
9 residents or through emergency services involving a dangerous, aggressive, wild,  
10 injured or sick animal constitute an emergency and require immediate action by the  
11 COUNTY pursuant to this contract.

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

16 **4.2 Calls considered as Emergencies to be handled Without Delay:**

- 17 **4.2.1** Animals endangering health or safety of the community.
- 18 **4.2.2** Police Department requests for service.
- 19 **4.2.3** Sick or injured stray animals.
- 20 **4.2.4** Animals in distress.
- 21 **4.2.5** Humane investigations – life threatening. (Depending on immediate  
22 circumstance)
- 23 **4.2.6** Pick-up and transport of animals from Palm Springs Police Department events  
24 involving animals to the Palm Springs Animal Shelter
- 25 **4.2.7** Pick-up and transport of injured animals from Palm Springs Police  
26 Department events to the VCA Valley Emergency Animal Hospital located at  
27 46920 Jefferson St. Indio, CA.

28 **4.3 Calls Considered as Non-Emergency to be handled during Regular Business  
Hours:**

- 29 **4.3.1** Pick-up confined, healthy, stray-animals.
- 30 **4.3.2** Dead animal removal.
- 31 **4.3.3** Quarantine investigations.

32 **4.4 Exceptions:**

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

38 // // // // //

**CITY OF PALM SPRINGS  
EXHIBIT B  
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

**1. Animal Field Services:**

**1.1 1 Hourly Standby Animal Control Officer: \$82\* per hour (minimum 2 hr. call out)**

To be billed based on actual usage. Estimated total based on past experience.

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

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