

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

927



SUBMITTAL DATE:
February 9, 2016

FROM: Department of Animal Services

SUBJECT: Ratify the attached one year Agreement 15-011 with City of La Quinta for animal field and shelter services to the city and amend ordinance No.440 pursuant to Resolution No. 440-9030.
[District-4, \$152,628 -100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached one year Agreement 15-011 with City of La Quinta for animal shelter services to the city for the period of July 1, 2015 through June 30, 2016 and for animal field services to the city for the period of February 15, 2016 through June 30, 2016, both with the option to renew through June 30, 2018.
2. Approve and direct the Auditor Controller to make budget adjustment per the attached Schedule A.
3. Approve amending Ordinance No. 440 pursuant to Resolution 440- 9030 submitted herewith. Per the resolution add the following position per the Attachment B.

BACKGROUND:

Summary
(See page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 2/9/16
Susana Garcia-Bocanegra

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

RM:nd

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 152,628	\$	\$ 152,628	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: 100% Contract Revenue
Budget Adjustment: Yes
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE
BY: *Jennifer L. Sargent*
Jennifer L. Sargent

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 and that Resolution 440-9030 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 15, 2016
xc: Animal Services, Auditor, HR

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

3-4

Approved by Michael T. Stock
Asst. County Executive Officer/
Human Resources Director

 Departmental Concurrence

 FORM APPROVED COUNTY COUNSEL
BY: *GREGORY P. PRIAMOS* DATE: 2/11/16
A-30 4/5 Vote
Positions Added Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Department of Animal Services

FORM 11: Ratify the attached one year Agreement 15-011 with City of La Quinta for animal field and shelter services to the city and amend ordinance No. 440 pursuant to Resolution N. 440-9030.

[District 4, \$152,628-100% Contract Revenue]

DATE: February 9, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

The County of Riverside Department of Animal Services ("County") has been providing animal shelter services for the City of La Quinta ("City") while the City was providing their own animal field services. After much consideration by the City, the County has been requested to provide both animal field and shelter services with this Agreement.

Impact on Citizens and Businesses

This Agreement is for safeguarding the health and safety of the population of the City of La Quinta 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 La Quinta for services rendered. The amount for services will be included in the 2015/2016 department budget contract revenue. The following chart summarizes the fees to be charged to the City by the County for animal services pursuant to this Agreement:

Service	FY15/16
Regular Field Services (Fixed \$10,585.50/monthly) \$127,026 FY	\$58,221 (For the period of 2/15/16 to 6/30/16)
Stand-by Field Service * (Estimated, but to be billed based on actuals)	\$11,398
Shelter Services ** (Fixed)	\$69,805
Operation & Maintenance *** (Fixed)	\$6,337
Licensing Service Fees**** (Estimated, billed on actuals)	\$6,867
Total	\$152,628

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

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

** Shelter services fixed rate will be adjusted for each year of contract by the following formula: Prior three fiscal year dog/cat impounds multiplied by the County's sheltering rate. 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 of each year.

*** Operation & Maintenance ("O&M") fixed rate will be adjusted for each year of contract by the following formula: Prior three year dog/cat impounds multiplied by the County's sheltering rate. 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 of each year.

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

ATTACHMENT

Schedule A

440 Resolution

15-011 Agreement with City of La Quinta

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 Department of Animal Services
 FORM 11: Ratify the attached one year Agreement 15-011 with City of La Quinta for animal field and shelter services to the city and amend ordinance No. 440 pursuant to Resolution N. 440-9030
 [District 4, \$152,628-100% Contract Revenue]
 DATE: February 9, 2016
 PAGE: 3 of 3

FY15/16
 Schedule A

Increase Estimate Revenue		
10000 4200600000 773220	City Billing Services	<u>69,619</u>
Total Estimate Revenue		69,619
Increase Appropriation		
10000 4200600000 510040	Regular Salaries	20,789
10000 4200600000 510420	Overtime	5,000
10000 4200600000 518100	Budgeted Benefits	9,572
10000 4200600000 520220	County Radio 700 MHz System	10,526
10000 4200600000 527180	Operational Supplies	6,398
10000 4200600000 528920	Car Pool Expense	<u>17,334</u>
Total Expenditure		69,619

1 RESOLUTION NO. 440-9030

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on March 15, 2016, that pursuant to Section 4(a)(ii) of Ordinance
5 No. 440, the Animal Services Director is authorized to make the following listed change(s), operative on
6 the date of approval, as follows:

7 Job
8

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
73510	+ 1	4200602200	Animal Control Officer II

9
10 ROLL CALL:

11 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
12 Nays: None
13 Absent: None

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

16 KECIA HARPER-IHEM, Clerk of said Board

17 By 

Deputy

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02/02/2016

440 Resolutions\KC

28 FORM APPROVED COUNTY COUNSEL

BY 

KRISTINE BELL-VALDEZ

DATE

03.15.16 3-4

COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-011	RFP NO. ---
FUND: 10000	DEPARTMENT ID: 420-060-1200, 420-060-1300	PROJECT-GRANT: HS600017	ACCOUNT: 773220,773210,773230
CLASS/LOCATION: ---		CONTRACT AMOUNT: \$152,628	
PERIOD OF PERFORMANCE: Shelter Services: July 1, 2015 through June 30, 2016 with option to renew through June 30, 2018 Field Services: February 15, 2016 through June 30, 2016 with option to renew through June 30, 2018			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Frank J. Spevacek (760) 777-7000	
PROGRAM NAME: Animal Field and Shelter Services to the city			

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

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control and shelter services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of La Quinta, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

WHEREAS, the CITY wishes to comply with state mandates regarding animal control; and

WHEREAS, COUNTY has the personnel and experience to provide such animal field and shelter services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 5, Exhibit A consisting of 4 pages, Exhibit B consisting of 5 pages, and Exhibit C consisting of 2 pages, attached hereto and incorporated herein.

FORM APPROVED COUNTY COUNSEL
BY Kristine Bell-Valdez 2/4/16
KRISTINE BELL-VALDEZ DATE

MAR 15 2016 34

COUNTY Approvals

Approved as to form:

Name: Bob Valdez

Title: Deputy County Counsel

Date: 2/4/16

Approved by Board of Supervisors

Sign: John J. Benoit
John J. Benoit, Chairman

Date: MAR 15 2016

ATTEST: Kecia Harper-Ihem, Clerk

By: Kecia Harper-Ihem, Deputy

CITY Approvals

Approved as to form:

Name: William A. Thola

Title: City Attorney

Date: January 26, 2016

Approved by City Council

Sign: Frank J. Spevacek
Frank J. Spevacek, City Manager

Date: January 26, 2016

ATTEST: Susan Maysels, Clerk

By: Susan Maysels
Digitally signed by Susan Maysels
DN: serialNumber=j4r7llg1ppsr45f,
c=US, st=California, l=La Quinta,
o=Susan Maysels, cn=Susan Maysels
Date: 2016.01.26 16:34:45 -08'00'

1 **1. COUNTY OBLIGATIONS:**

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

5 **2. PERIOD OF PERFORMANCE:**

6 The Animal Field Services as referenced in Exhibit A of this Agreement shall be effective
7 February 15, 2016 through June 30, 2016, with options to renew annually in one (1) year
8 increments through June 30, 2018, unless terminated as specified in Section 7,
9 TERMINATION. The Animal Shelter Services as referenced in Exhibit B of this Agreement
10 shall be effective on July 1, 2015 through June 30, 2016, with options to renew annually in
11 one (1) year increments through June 30, 2018, unless terminated as specified in Section 7,
12 TERMINATION.

13 **3. COMPENSATION:**

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

17 **4. AVAILABILITY OF FUNDING:**

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

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

24 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
25 Districts, Special Districts and Departments, their respective directors, officers, Board
26 of Supervisors, elected and appointed officials, employees, agents and representatives
27 from any liability, claim, damage or action whatsoever, based or asserted upon any
28 actions of CITY, 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 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

1 indemnification to COUNTY as set forth herein. CITY's obligation to defend, 15-011
2 indemnify and hold harmless COUNTY shall be subject to COUNTY having given
3 CITY written notice within a reasonable period of time of the claim or of the
4 commencement of the related action, as the case may be, and information and
5 reasonable assistance, at CITY's expense, for the defense or settlement thereof.
6 CITY's obligation hereunder shall be satisfied when CITY has provided to
7 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
8 the action or claim involved.

9 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
10 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
11 from third party claims.

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

26 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,
27 COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any
28 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.

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6.2 Commercial General Liability:

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

6.3 Vehicle Liability:

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

6.4 General Insurance Provisions - All lines:

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

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

7. TERMINATION:

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter. Upon receipt of any notice of termination from CITY, COUNTY shall continue to provide services until effective date of termination as long as they are continuing to be paid in "good faith".

8. FORCE MAJEURE:

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

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

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

1 pursuant to this contract and all income and fees received thereby according to 15-011
2 generally recognized accounting principles. Such records and/or animal control operations
3 of COUNTY shall be open to inspection and audit by CITY or its authorized representative
4 as is deemed necessary by the CITY Manager or the authorized representative of the
5 CITY Manager upon reasonable notice to COUNTY.

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

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

11 **13. NONDISCRIMINATION:**

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

21 **14. VENUE:**

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

15. ASSIGNMENT:

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

16. AMENDMENTS:

Any amendments, including any supplements, to this contract shall be in writing and
shall have the approval of the Board of Supervisors of COUNTY and the CITY
Council. This is the entire contract for Animal Field 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:

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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: 15-011

COUNTY:

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

CITY:

City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Attention: City Manager

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

//////

**CITY OF LA QUINTA
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICE**

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

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
 - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
 - 1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance (Title 10).
 - 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, or by applicable CITY ordinance (Title 10 for provisions of quarantine and administrative hearings), all animals suspected to be rabid and/or that have bitten a person or wildlife animal.
 - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as prescribed by applicable CITY ordinance (Title 10).
 - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way including highway 111 that falls within city limits.
 - 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 La Quinta 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 enforce the prohibition of kennels and catteries as referenced in City Municipal Code Title 10, and Title 9.
 - 1.11 **Issuance of Warnings and Citations:** Enforce all applicable provisions of

and CITY ordinances (Title 10), including the issuance of warning notices or citations using CITY citation book. 15-011

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2 **1.12 Service to Public:** Provide service to the public on matters covered in this contract
3 consistent with established policies and procedures that promote courteous and
4 efficient service and good public relations. Other policies and procedures
5 notwithstanding, COUNTY, in processing any type of complaint or request for
6 service, will indicate to the caller that a response can be expected as per Section 6
7 below.

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10 **2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the
11 Coachella Valley Animal Campus, or another County operated shelter at the County's
12 discretion.

13 **3. License Processing/Reports:**

14 Compensation for License processing shall be based upon actual licenses processed
15 and licensing processing rate. License processing costs shall be billed monthly and
16 total resulting compensation may vary from estimated contract cost. County will track
17 licensing data and generate statistical reports. Reporting shall include, but not be limited
18 to, specific data such as the name of the licensee, date of issuance, date expiration/renewal,
19 description of the dog and the serial number of the license issues; list of non-compliant
20 veterinarians, general data such as the total number of licenses issued year to date, licenses
21 due for renewal, and other criteria that may be required by law (Local Rabies Control
22 Activities Annual Report) or that is otherwise requested by City.

23 **4. Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control
24 vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with
25 an air conditioning unit mounted on the animal control truck boxes for use to provide
26 contract services. The COUNTY shall equip, fuel, and maintain said vehicles at the
27 COUNTY's sole cost and expense.

28 **5. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside County
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 applicable sections of Riverside COUNTY Code, Title 6, State law
and CITY ordinances (Title 10) 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 directly 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 15-011
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 other
5 emergencies involving danger to humans within 30 minutes or less during regular
6 service hours, Monday through Friday, and within 60 minutes or less on Saturdays
7 and Sundays and after regular service hours and holidays. CITY acknowledges that
8 response time may be affected by traffic congestion or other hindering circumstances
9 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 emergency 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 general time frames during which specific
16 levels 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
18 excepted. "Limited service" shall be deemed to mean between the hours of 5:00 pm
19 to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays.
20 "Holidays" as herein shall be those as established by the COUNTY and the CITY.
21 The COUNTY shall answer all telephone calls for Field Services during phone
22 center operational hours. Calls shall be received by the COUNTY answering service
23 after hours and on holidays, as noted above. Calls answered by the answering service
24 will be handled on an emergency basis as outlined in this Exhibit. The dispatcher
25 and/or clerical support staff shall maintain a detailed record of all requests, for
26 service, both emergency and routine, received during regular service hours and after
27 regular service hours, including time and date, when the calls were answered and the
28 disposition of those calls. Records of these calls shall be maintained for at least
thirty (30) days.

The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this contract.

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

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.

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- 6.2.5 Humane investigations – life threatening. (Depending on immediate circumstance) 15-011
- 6.2.5 Snakes
- 6.2.6 Dead animal removal that impedes traffic

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 that does not impede traffic
- 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.

7. Trapping: COUNTY shall provide advice and assistance in setting a humane trap for an animal at large or a wild animal on public or private property, utilizing a CITY trap or the residents' private trap. COUNTY shall not be required to move belongings or maintain on-premises surveillance, unless in the opinion of the Director of Animal Services or the responding Animal Control Officer there is a direct, clear and present danger to human life. The CITY has purchased traps and stores them at the CITY yard for the above mentioned purposes to be used for CITY residents. Traps will be available to CITY residents on a first-come, first-served basis. COUNTY may provide CITY residents with CITY traps at no cost to residents. COUNTY is not required to provide vector control services under the provision of this contract.

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CITY OF LA QUINTA
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 La Quinta, hereinafter referred to as CITY:

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

The handling of these animals shall comply with the terms of this contract and all applicable State laws. The COUNTY is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour per day 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:** COUNTY shall do all of the following:

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 Volunteers in programs relating to animals.

3.4 **Enforcement:** Enforce all applicable provisions of County of Riverside Code, 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 per applicable State, 15-011
2 County and City codes/ordinances.

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

- 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.
- 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

1 away, disposed of, traded, sold or in any manner given over to another person, 15-011
2 organization or entity for experimentation, regardless of purpose. COUNTY
3 shall be responsible for the disposal of animal remains in its custody or
4 control, subject to applicable laws.

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

11 **3.27 Animals Surrendered by their Owners:** Any animal surrendered by the owner to
12 an Animal Control Officer and transported to the COUNTY shelter shall incur the
13 prevailing owner surrender charges. Such fees shall be collected from the owner
14 and conveyed to the COUNTY, or be charged directly to the CITY at the established
15 stray animal rate for the shelter.

16 **4. Compensation:**

17 **4.1 Compensation for Sheltering:** Compensation for shelter services shall be based upon
18 established rate for shelter service at specified primary shelter location and prior three
19 fiscal year impounds of dogs and cats. An annual rate shall be established based on
20 these factors and payable monthly in 1/12th increments. Additional costs for large
21 animal sheltering are incurred at \$20 per animal per day for horses and cattle and
22 \$12 per animal per day for swine, goats and sheep in accordance with ordinance and
23 will be billed based on actual sheltering on a monthly basis.

24 **4.2 Compensation for Operations and Maintenance:** Compensation for Operations and
25 maintenance shall be based upon rate for shelter service at a specified primary shelter
26 location and prior year impounds of dogs and cats. An annual rate shall be established
27 based on these factors and payable monthly in 1/12th increments.

28 **4.3 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.

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

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.

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5.1.4 Each animal shall be identified individually and photographs of all newly¹⁵⁻⁰¹¹ 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 such dog. The COUNTY shall ensure the micro-chipping of released dogs at the owner's expense, as set forth in applicable CITY ordinances (Title 10).

5.1.6 Humane euthanasia of all 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. CITY reports are generated and posted on the rcdas.org website monthly.

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.

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**CITY OF LA QUINTA
EXHIBIT C
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 Full-Time (Annual) Animal Control Officer: \$127,026/FY or \$10,585.50/month
(The cost to provide one Animal Control Officer to service an area for a total of 40 hours per week or 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime.)

1.2 Estimated Overtime Services: 139 x \$82 per hour = \$11,398 /FY

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

1.3 Animal Control Target Area Sweeps: \$2,460 per target sweep
(Billed on actual usage as requested by City.)

2. Animal Shelter Services:

2.1 Animal Sheltering Services: \$69,805/FY

Flat rate based on prior three fiscal year impounds 607 x \$115 per cat or dog sheltering rate at Coachella Valley Animal Campus Shelter.

2.2 Operational and Maintenance (O&M) Costs: \$6,337/FY

Flat rate based on prior fiscal year impounds 607 x \$10.44 O&M rate.

2.3 Large animal sheltering of horses and cattle at \$20 per animal per day of sheltering. (Additional cost to be billed on actual use.)

2.4 Large animal sheltering of swine, goats and sheep at \$12 per animal per day of sheltering. (Additional cost to be billed on actual use.)

3. Licensing Service:

3.1 Estimated administrative handling fees to sell dog licenses \$5.85 x 1,174 = \$6,867/FY (To be billed based on actual usage. Estimated total based on past experience.)

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

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

4.2 Shot Clinic: \$2,783 per shot clinic. Vaccinations and microchips will be no cost to the first 200 residents. (To be billed based on actual usage as requested by City)

4.3 Outreach event: \$2,553 per event flat rate per outreach event (To be billed based on actual usage as requested by City.)

5. Summary of Compensation for Animal Services: The following chart