

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



ITEM
3.8
(ID # 7920)

MEETING DATE:

Tuesday, November 6, 2018

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Ratify and Approve First Amendment to the Agreement for the Provision of Animal Shelter Services Between City of Perris and County of Riverside, District 2 [\$136,045 (annually) - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached First Amendment to the Agreement for Animal Shelter Services between the City of Perris and the County of Riverside (First Amendment);
2. Authorize the Chairman of the Board of Supervisors to execute the attached First Amendment on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the First Amendment including, but not limited to, signing all subsequent and necessary documents.


ACTION: Policy


Robert P. Miller, Director Animal Services 6/11/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 6, 2018
xc: Animal Services

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by the City of Perris			Budget Adjustment:	No
			For Fiscal Year:	2018/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Perris (City) desires to continue contracting with the County of Riverside, by and through its Department of Animal Services (County), to provide shelter services to safeguard the health and safety of the City's domestic and wild animals and for the purpose of promoting the humane treatment of animals. The original Agreement for Animal Shelter Services (Agreement) was approved by the Board of Supervisors in Minute Order 3.8 on September 12, 2017. Because of an increase in dog and cat impounds in FY 2017/18, an amendment to the payment provisions in the Agreement is necessary to reflect the increase in impoundments. Rates are determined using a formula based on the prior year's dog and cat impound statistics.

The proposed First Amendment term begins July 1, 2018 and terminates on June 30, 2019, with one (1) automatic renewal if mutually agreed upon by both parties. County Counsel approved the First Amendment as to form.

The following chart summarized the fees that County will charge to City for animal shelter services pursuant to this proposed First Amendment:

SERVICES	FY 18/19
Shelter Service (Fixed)	\$119,961
Operation & Maintenance	\$16,084
Total Shelter Services	\$136,045

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

Shelter Service and Operation Maintenance (O&M) fixed rates are adjusted for each year of Agreement by the following formula: The formula establishes a fixed rate that will be payable in 1/12th monthly increments.

County staff recommends approval of the attached First Amendment.

Impact on Residents and Businesses

This First Amendment will safeguard the health and safety of City's residents and domestic and wild animals while promoting the humane treatment of animals.

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STATE OF CALIFORNIA


Additional Fiscal Information

There is no additional impact on the general fund; the funding is provided by City for services rendered. The contract revenue for services will be included in the FY 2018/2019 Department of Animal Services budget.

ATTACHMENTS:

First Amendment to Agreement for Animal Shelter Services, City of Perris


Nehini Basma, Principal Management Analyst 10/29/2018


Gregory V. Priamos, Director County Counsel 10/23/2018

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL SHELTER SERVICES BETWEEN THE
CITY OF PERRIS AND THE COUNTY OF RIVERSIDE, 17-005**

This First Amendment to Agreement for Animal Shelter Services between the CITY OF PERRIS, a municipal corporation located in Riverside County, State of California (“CITY”) and the COUNTY OF RIVERSIDE, by an through its Department of Animal Services (“COUNTY”), herein referred to as “First Amendment”, dated this 30th day of June 30, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CITY entered into an Agreement for Animal Shelter Services Between the City of Perris and the County of Riverside, 17-005 (“Agreement”) for a term commencing July 1, 2017 through June 30, 2018, renewable automatically in one year increments through June 30, 2020;

WHEREAS, the COUNTY’s Board of Supervisors ratified the Agreement on September 12, 2017, in Minute Order 3.8;

WHEREAS, the Agreement authorizes written amendments with the approval of the Board of Supervisors of COUNTY and the City Council of CITY; and

WHEREAS, CITY has an increased need for COUNTY to provide animal shelter services.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CITY agree as follows:



1. Recitals – The recitals set forth above are true and correct and incorporated herein by this reference.
2. Exhibit B - Payment Provisions. The Agreement is hereby amended to delete in its entirety “City of Perris, Exhibit B, Payment Provisions” attached as Exhibit B and replace it with “City of Perris, Exhibit B, Amended Payment Provisions” attached hereto as Attachment No. 1 and incorporated herein by this reference.
3. Effective Date. The “Effective Date” of this First Amendment shall be June 30, 2018.
4. Entire Understanding. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
5. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL SHELTER SERVICES BETWEEN THE
CITY OF PERRIS AND THE COUNTY OF RIVERSIDE, 17-005**

IN WITNESS WHEREOF, COUNTY and CITY have caused their duly authorized representatives to execute this First Amendment.

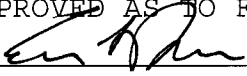
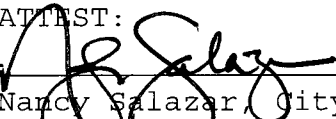
County of Riverside
Department of Animal Services
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

City of Perris
City of Perris
101 N. D St.
Perris, CA 92570

By: 	By: 
Name: <u>CHUCK WASHINGTON</u>	Name: <u>Richard Belmudez</u>
Title: <u>CHAIRMAN, BOARD OF SUPERVISORS</u>	Title: <u>City Manager</u>
Date: <u>NOV 06 2018</u>	Date: <u>10/4/2018</u>

APPROVED AS TO FORM

GREGORY P. PRIAMOS
County Counsel

APPROVED AS TO FORM

Eric Dunn, City Attorney
ATTEST:

Nancy Salazar, City Clerk

By: 
Amrit P. Dhillon
Deputy County Counsel

ATTEST:
KECIA HARRER-IHEM, Clerk
By: 
DEPUTY

(Attachment No. 1)
CITY OF PERRIS
EXHIBIT B
AMENDED PAYMENT PROVISIONS

(BEHIND THIS PAGE)

**CITY OF PERRIS
EXHIBIT B
AMENDED PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinances 534 and 630 codified as Riverside County Code of Ordinances Title 6-Animals; relative to the services to be performed under this Agreement as follows:

1. Animal Shelter Services:

1.1 Animal Sheltering Services: $1,481 \times \$81^* = \$119,961/\text{fiscal year (FY)}$

Payable in 1/12th increments of **\$9,997/monthly**.

(Fixed rate based on past calendar year impounds multiplied by the sheltering rate* at San Jacinto Valley Animal Campus.)

1.2 Operational and Maintenance (O&M) Costs: $1,481 \times \$10.86^* = \$16,084/\text{FY}$

Payable in 1/12th increments of **\$1,340/monthly**.

(Fixed rate based on past calendar year impounds multiplied by the sheltering rate* at San Jacinto Valley Animal Campus.)

1.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering
(Additional cost billed on actuals)

1.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering
(Additional cost billed on actuals)

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

2.1 Shot Clinic: \$2,783* per event flat rate billed on actual use

*The cost for staff, vaccinations and microchips, free to constituents with a 200 cap.

2.2 Education outreach event \$2,553* per event flat rate billed on actual use.

*The cost to staff an outreach event for the purpose of educating City constituents.

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

SERVICES	FY18/19
Shelter Service*Fixed Cost	\$119,961
Operation & Maintenance*Fixed Cost	\$16,084
Total**	\$136,045

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

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is one hundred thirty six thousand forty five dollars (\$136,045) for the period commencing July 1, 2018 through June 30, 2019, renewable automatically in a one (1) year increment through June 30, 2020, if mutually agreed upon by the Parties. The CITY will be provided prior year impound rates by March 31st each year for following year budgets through June 30, 2020.

