

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



ITEM
3.11
(ID # 10657)

MEETING DATE:

Tuesday, September 10, 2019

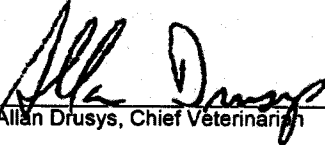
FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Ratify and Approve Agreement No. 18-008 for Animal Control Field and Licensing Services Between City of Riverside and County of Riverside for the Provision of Field and License Services; Districts 1 and 2. [\$1,467,812 (annually) - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Agreement No. 18-008 for Animal Control Field and Licensing Services Between the City of Riverside and the County of Riverside (Agreement) for the provision of animal field and license services for a term beginning July 1, 2018 and terminating on December 31, 2020;
2. Authorize the Chair of the Board of Supervisors to execute the attached Agreement on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the Agreement on behalf of the County.

ACTION: Policy




Allan Drusys, Chief Veterinarian

8/21/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez and Hewitt
Nays: None
Absent: Washington
Date: September 10, 2019
xc: Animal Services

Kecia R. Harper
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 Riverside			Budget Adjustment:	No
			For Fiscal Year:	18/19 and 19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Riverside (City) desires to continue its contract with the Department of Animal Services to provide field and licensing 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. County has the personnel and experience to continue providing such field and licensing services and is willing to enter into the proposed Agreement with City. The terms and provisions of the proposed contract are set forth in the Agreement attached.

The Agreement term begins July 1, 2018 and terminates on December 31, 2020, unless terminated earlier.

The following chart summarized the fees that County will charge to City for animal field and license services pursuant to this Agreement:

SERVICES	FY 18/19
Field Services (Fixed)	\$889,182
Overtime (Estimated)	\$100,000
Total Field Services	\$989,182
License Processing (Estimated)	\$150,000
License Officer (LO) (Fixed)	\$328,630
Total Licensing Program	\$478,630
Total Contract	\$1,467,812

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

County staff recommends the approval of the attached Agreement.

Impact on Residents and Businesses

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

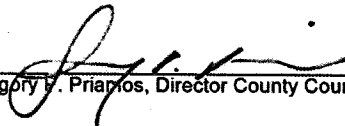
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

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:

18-008 Agreement for Animal Services between City of Riverside and County of Riverside for Animal Field and License Services, including Exhibits A, B, and C.



Gregory V. Priamos, Director County Counsel 8/28/2019

**AGREEMENT FOR ANIMAL CONTROL FIELD AND LICENSING SERVICES
BETWEEN THE CITY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE**

Thank you

THIS AGREEMENT FOR ANIMAL CONTROL FIELD AND LICENSING SERVICES ("Agreement") is made and entered into by and between the CITY OF RIVERSIDE, a charter city and municipal corporation ("CITY"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services ("COUNTY"), collectively referred to as "PARTIES" and individually as a "PARTY", on terms and provisions set forth below.

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal control field and licensing services for the purpose of safeguarding the health and safety of CITY's population and the health and safety of its domestic animals;

WHEREAS, the PARTIES desires to promote the humane treatment of animals;

WHEREAS, the PARTIES entered into a Contract for Shelter Services ("Shelter Contract") on July 1, 2007 and amended the Shelter Contract on April 22, 2010 to extend the term of sheltering services until June 30, 2035;

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

NOW, THEREFORE, the PARTIES hereto mutually agree as follows:

1. COUNTY OBLIGATIONS:

CITY hereby retains COUNTY and COUNTY hereby agrees to operate an animal control field and licensing services program for CITY within the corporate limits of the City of Riverside for compensation and subject to the terms and conditions set forth herein. COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Control Field Services, and Exhibit B, Scope of Integrated Canine Licensing Program ("ICLP"), attached hereto and incorporated herein by this reference.

2. PERIOD OF PERFORMANCE ("TERM"):

The Effective Date of this Agreement shall be July 1, 2018 and shall terminate on December 31, 2020, unless terminated earlier as provided herein under Section 8, Termination.

3. COMPENSATION:

CITY shall reimburse COUNTY for the services performed and the expenses incurred in accordance with the terms of Exhibit C, Payment Provisions, attached hereto and incorporated herein by this reference, subject to any applicable rate changes adopted by COUNTY's Board of Supervisors. Prior to any applicable rate changes by COUNTY's Board of Supervisors during the Term of this Agreement, COUNTY shall notify CITY in writing sixty (60) days prior to the adoption of any rate changes effecting CITY's residents. COUNTY shall notify CITY of possible overages above the budgeted overtime costs set forth in Exhibit C in advance of any expenditure and obtain CITY's written consent. If COUNTY does not obtain prior written consent, COUNTY shall bear the cost of any overages of overtime incurred over the budgeted amount of \$100,000.

3.11

4. PERSONNEL:

CITY hereby appoints the Director of Animal Services as the Animal Control Director for CITY with all powers, duties, and obligations of Animal Control Director as set forth in Title 8 of the Riverside Municipal Code and under State law. COUNTY shall assign the contractual number of animal control field personnel to perform the duties as Animal Control Officers of CITY in accordance with Exhibit C of this Agreement. All field personnel shall by COUNTY employees and assigned solely to field services operations within the corporate limits of the CITY.

5. AVAILABILITY OF FUNDING:

The obligations of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's costs. In the event that such funds are not forthcoming for any reason, CITY shall notify COUNTY in writing within five (5) business days. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with Exhibit C.

6. HOLD HARMLESS/INDEMNIFICATION:

- I. CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any 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 negligent or willful 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.
- II. 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.
- III. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY from third party claims.
- IV. COUNTY shall indemnify and hold harmless the City of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions 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 and resulting from any reason whatsoever arising from the negligent or willful actions 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 of Riverside, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

- V. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY 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 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.
- VI. The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless CITY from third party claims.

7. INSURANCE:

COUNTY agrees to maintain the following insurance coverage during the term of this Agreement and any extensions thereof:

A. **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.

B. **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, to protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

C. **Vehicle Liability:**

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement, including accidental death to any person and property damage, arising from COUNTY's performance under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

D. **General Insurance Provisions - All lines:**

- I. 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).

- II. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.
- III. Copies of all policies or certificates of insurance or self-insurance shall be filed with the City and shall include the City as an additional insured.
- IV. Said policies or certificates shall provide for thirty (30) days written notice to City prior to reduction in coverage or cancellation.

8. TERMINATION:

- I. Either PARTY may terminate this Agreement, with or without cause, upon one hundred eighty (180) days advance written notice served upon the other PARTY stating the extent and effective date of termination.
- II. Upon receipt of either PARTY of a notice of termination, COUNTY shall stop work under this Agreement on the date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for the services provided and expenses incurred to the date of termination in accordance with this Agreement.

9. FORCE MAJEURE:

If either PARTY is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such PARTY shall not be held liable for such failure to comply, provided the other PARTY receives written notice of such force majeure event no later than thirty (30) days from the date such event commenced.

10. AMENDMENTS:

Any amendments, including but not limited to alterations, variations, or supplements, to the terms of this Agreement shall be in writing and signed by the PARTIES hereto, and shall have the approval of the Board of Supervisors of COUNTY and CITY's City Council. Any amendments shall be presented to CITY's City Manager prior to CITY's City Council approval.

This Agreement, including any exhibits, constitutes the entire Agreement of the PARTIES with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

11. SEVERABILITY:

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

12. RECORDS:

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received according to generally recognized accounting principles, COUNTY's adopted records policies, and State law. 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's City Manager, or designated representative, upon written notice to COUNTY.

13. NO THIRD PARTY BENEFICIARY:

This Agreement between CITY and COUNTY is intended for the mutual benefit of the two signing

PARTIES only. No rights are created under this Agreement in favor of any third party or any party who is not a direct signatory to this Agreement.

14. NONDISCRIMINATION:

COUNTY shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, ethnicity, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or gender identity, and veteran or military status in the performance of this Agreement; and, to the extent they shall be found to be applicable, COUNTY shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (Pub. L. 88-352) and the Americans with Disability Act of 1990 (42 U.S.C. 12101 et seq.).

15. DISPUTE RESOLUTION AND VENUE:

- I. The PARTIES shall attempt to resolve any disputes amicably at a working level. If that is not successful, the dispute shall be referred to the senior management of the PARTIES.
- II. Prior to filing any legal action related to this Agreement, the PARTIES may attend a mediation session in Riverside County before a neutral third party mediator, where it is agreed that the dispute is appropriate for mediation. The PARTIES shall share the cost of the mediation.
- III. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the PARTIES waive any and all provisions of law providing for a change of venue to another location. PARTIES shall each bear their own costs, including attorneys' fees.

16. ASSIGNMENT:

This Agreement shall be binding upon COUNTY and its successors. Neither this Agreement 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.

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, or to such other address(es) as the PARTIES may hereinafter designate in writing, and shall be deemed submitted two (2) day after their deposit in the United States Mail, postage prepaid:

COUNTY:

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

CITY:

City of Riverside
Attention: Public Works Director
City Hall, 3900 Main Street
Riverside, CA 92522

18. CONTRACT PERFORMANCE

COUNTY's Director of Department of Animal Services, or designated representative, shall meet as necessary to discuss contract performance with CITY's City Manager, or designated representative.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.


[Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the PARTIES hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

CITY OF RIVERSIDE,
a charter city and municipal corporation

By: 
Kevin Jeffries, Chairperson
Board of Supervisors

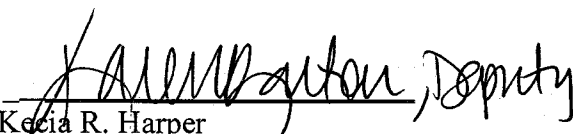
By: _____
Al Zelinka
City Manager

Dated: SEP 10 2019

Dated: _____

ATTEST:

ATTEST:

By: 
Kecia R. Harper
Clerk of the Board

By: _____
Colleen Nicol
City Clerk

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

Gary Geuss
City Attorney

By: 
Amrit P. Dhillon
Deputy County Counsel

By: _____
Ruthann M. Salera
Deputy City Attorney

Certified as to Availability of Funds:

By: _____
Edward Enriquez
Chief Financial Officer

**CITY OF RIVERSIDE
EXHIBIT A
SCOPE OF ANIMAL CONTROL FIELD SERVICES**

The County of Riverside ("COUNTY"), agrees to provide the following animal control field services for the City of Riverside ("CITY"):

1. **Provision of Field Services:** The Animal Control Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include 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 A below.
 - 1.2 **Impoundment:** County shall impound all animals found at large and collect and retain such impound fees as established by COUNTY's Board of Supervisors.
 - 1.3 **Proper Care and Treatment:** Provide humane care and treatment to any stray or abandoned animal in accordance with State law.
 - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.
 - 1.5 **Quarantine:** Quarantine all animals suspected to be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the California Department of Public Health, and COUNTY policy.
 - 1.6 **Nuisance Animal Complaints:** Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced in Title 8 of the Riverside Municipal Code ("Title 8"). CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.
 - 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 practicable) notify the State of California Department of Transportation by telephone, facsimile, email or other means.
 - 1.8 **Traps and Trapping:** Offer advice and assistance in setting traps for domestic animals at large on public or private property. 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. COUNTY may provide traps for above purposes with a rental fee to CITY residents or the CITY may purchase traps for the above mentioned to be used only for CITY residents. Depending on trap availability, traps shall be available to CITY residents on a first come, first served basis and COUNTY shall assist residents in the setting of, trapping and removal of domestic animals from public or private property. COUNTY shall provide assistance to CITY residents in removal of domestic animals from privately owned traps within twenty four (24) hours of being so notified. COUNTY shall not be required to provide vector control services under the provisions of this Agreement.

- 1.9 **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.
- 1.10 **Kennels and Catteries:** COUNTY shall inspect and issue permits to operate dog kennels and catteries within CITY pursuant to Title 8 and collect fees in connection therewith.
- 1.11 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Title 8 of the Riverside Municipal Code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said Code. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.
- 1.12 **Service to Public:** Provide service to the public on matters covered in this Agreement 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, shall indicate to the caller that a response can be expected as described in Section 5 below.
- 1.13 **Complaints:** The CITY and COUNTY shall designate a primary and alternate contact person for the purpose of addressing complaints. "Complaint" as used herein shall mean any dissatisfaction or problem in the performance of services under this contract. When a complaint is received that requires a response from either PARTY, the CITY and COUNTY representatives designated for addressing complaints shall meet and confer to investigate and address the complaint within a reasonable time period.
2. **Shelter Care and Disposition Services:** The COUNTY shall shelter CITY's animals at the Western Riverside City/County Animal Shelter, or other COUNTY operated shelter at the COUNTY's discretion.
3. **Provision of Supplies, Vehicles and Radio Equipment:** CITY shall provide animal control vehicle(s) and equip it 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 in the provision of services as set forth in this Agreement. Vehicles shall be replaced at the CITY's discretion. The COUNTY shall fuel and maintain said vehicles. County shall also provide all other supplies, medications, pharmaceuticals, and equipment necessary for the efficient and effective operation of animal control field services provided herein.
4. **Missing or Stolen Animals:** COUNTY shall file a report with the appropriate law enforcement agency within twenty four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.
5. **Priority of Field Services:**
- 5.1 **Definitions:**
- 5.1.1 "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Title 8, related State law, and where applicable, County of Riverside Ordinances, and are assembled for expediency into two categories: Emergency and Non-Emergency.

- 5.1.2 "Priority Ranking" refers to the order of priority with which a call will be handled. All calls shall 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 5.4 of this Exhibit A, it shall be referred to the supervisor for evaluation and processing.
- 5.1.3 "Regular Service Hours" are the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
- 5.1.4 "Limited Service Hours" are the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays.
- 5.1.5 "Holidays" are as those days as established by the COUNTY and the CITY wherein the CITY or COUNTY is closed for service on a day that would otherwise be a regular service day.
- 5.2 Field service activities shall be performed daily and are generally based on both the Priority Ranking and on Limited Service Hours. All calls involving imminent danger will be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and on Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Hours which are of an emergent nature pursuant to this Exhibit A. Field service personnel shall be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.
- 5.3 **Telephone service:** The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit A. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and requires immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service 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 then be scheduled for response in accordance with this Exhibit A.
- 5.4 **Calls considered as Emergencies to be handled Without Delay:**
- 5.4.1 Animals endangering health or safety of the community.
- 5.4.2 Police Department requests for service.
- 5.4.3 Sick or injured stray animals.
- 5.4.4 Animals in distress.
- 5.4.5 Humane investigations – life threatening. (Depending on immediate circumstance)
- 5.4.6 Venomous snakes
- 5.4.7 Dead animal removal, Summer months only between June 1 and August 31 during

Regular Business Hours

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

- 5.5.1 Pick-up confined, healthy, stray-animals.
- 5.5.2 Dead animal removal, between September 1 and May 31.
- 5.5.3 Quarantine investigations.
- 5.5.4 Leash law enforcement.
- 5.5.5 Nuisance animal investigations.
- 5.5.6 Permit investigations.

5.6 Exceptions:

The Director of Animal Control or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require.

6. Quarterly Reports:

COUNTY shall furnish to the City Manager, or designee, quarterly and annual reports detailing field services provided that quarter. Upon reasonable notice to COUNTY, CITY may inspect any facility or records to verify the data contained in the reports.

CITY OF RIVERSIDE
EXHIBIT B
SCOPE OF INTEGRATED CANINE LICENSING PROGRAM

The County of Riverside ("COUNTY"), agrees to provide the following Integrated Canine Licensing Program ("ICLP") services for the City of Riverside, ("CITY").

1. **Provision of Integrated Canine Licensing Program Services:** COUNTY shall provide ICLP services for CITY within the corporate limits of CITY. ICLP services shall include, but not be limited to, the following activities:

1.1 **Licensing Program Operations:** COUNTY shall administer a dog licensing program consisting of highly skilled staff in customer relations and licensing governance, applied GIS technology and web-based applications at the customer interface. This shall be coupled with the use of administrative citations, a web-based payment platform, and a semi-automated vaccination certificate recognition process.

1.2 **License Officers Field Services:** License Officers (LO) field services shall 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. The LO may educate the resident dog owner on responsible pet ownership, may issue a citation, or may offer compliance solutions in the form of low-cost vaccination and department spay/neuter services. COUNTY aggressively pursues grant funding and has been very successful in utilizing grants to offer free services to these targeted areas known as "Healthy Pet Zones".

1.3 **Rabies Vaccination Certificate Data:** Rabies vaccination certificates shall be collected from area veterinarians and downloaded into the database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be 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 COUNTY website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.

2. **Licenses Fees and Collection of License Fees:**

CITY authorizes COUNTY to collect any canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for dog licenses shall be accounted for by COUNTY and remitted back to the CITY on a monthly basis. Licenses shall be issued upon payment of fees as established by CITY's Master Fee Schedule, as amended from time to time, and COUNTY shall retain the sum of \$6.00, or the license processing fee as adopted by the Board of Supervisors, provided that CITY is given notice pursuant to the terms set forth in Section 3. COMPENSATION, for each dog license issued hereunder.

A \$1.50 processing fee shall be applied to each license processed online and COUNTY shall retain this processing fee. For payments made by credit card, a 3% transaction fee shall be applied and the County shall retain this transaction fee.

3. **License Processing:**

Compensation for license processing shall be based upon actual licenses processed and license processing fee as identified in the Board approved fee structure. License processing costs shall be billed monthly and total resulting compensation may vary from estimated Agreement cost as set forth in Exhibit C, Payment Provisions. COUNTY shall be responsible for the cost of license tags

and forms, citation forms, notices, and all necessary envelopes and postage in administering the ICLP services.

4. **Verification of Licenses:** COUNTY shall verify dog license status when responding to requests for services or when responding to complaints about animal behavior. Each Animal Control Officer, as part of the Officer's regular animal control duties as defined by, not limited to the terms of this Agreement, shall conduct license inspection activities during animal control investigations for the purpose of ascertaining the number of unlicensed dogs, to license such dogs, and to foster compliance with Title 8 of the Riverside Municipal Code. COUNTY shall also maintain an automated or manual verification system whereby owners can verify the status of their animal's license by telephone. License information shall be updated and released as need to CITY's pet license contractor.

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**CITY OF RIVERSIDE
EXHIBIT C
PAYMENT PROVISIONS**

City of Riverside ("CITY") shall compensate the County of Riverside ("COUNTY") on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by the CITY's Master Fee Schedule, as amended from time to time, and COUNTY's Board of Supervisors' fee schedule, as amended from time to time; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

A. One (1) Full-Time Employee ("FTE") (Annual) Sergeant of Field Services: 1 x \$127,026* = \$127,026/FY, payable monthly in 1/12th increments of \$10,585/monthly

*The cost to provide one full-time dedicated Sergeant of Field Services for a total of 40 hours per week/1,832 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses.

This cost does not include overtime (please see subsection 1C below.)

B. Six (6) FTE (Annual) Animal Control Officers: 6 x \$127,026* = \$762,156/FY, payable monthly in 1/12th increments of \$63,513/monthly

*The cost to provide one full-time Animal Control Officer to service an area for a total of 40 hours per week/1,832 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses.

This cost does not include overtime (please see subsection 1C below).

C. Estimated Overtime Services: 1,220 hours x \$82= \$100,000/FY

The cost to provide after-hours services (evenings, weekends and holidays) is charged an hourly rate of \$82 (minimum call out 2 hours). Estimate is based on past experience, to be billed based on actual usage.

D. Animal Control Target Area Sweeps: \$2,460 per target sweep (Optional based on City's request)
The cost to provide five (5) officers for six (6) hours to perform target area sweep, to be billed based on actual usage as requested by City.

2. Integrated Canine Licensing Program (ICLP):

A. COUNTY shall be entitled to a fee of \$6.00, or the license processing fee as adopted by the Board of Supervisors, provided that CITY is given notice pursuant to the terms set forth in Section 3. COMPENSATION, for each dog license issued at a COUNTY facility in accordance with this Agreement. Estimated amount based on past Fiscal Year licenses

25,000 x \$6.00 = \$150,000/FY

B. Two (2) License Officer (LO) positions: 2 x \$89,315* = \$178,630/FY

*The cost to provide one FTE LO to service an area for a total of 40 hours a week/1,832 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses.

3. Outreach Activities (Optional based on City's request):

Daily flat rates for Education Outreach Events, Vaccination Clinics, or Spay/Neuter Clinics shall be billed based on actual days scheduled at the CITY's request. The daily flat rates accounts for

full staff time to provide service for one (1) day. The maximum time possible shall be afforded for the actual outreach activity; however actual outreach activity time shall be reduced by travel and preparation time on the day of the event.

A. Vaccination or Spay/Neuter Clinic: \$2,783* per event, flat rate billed on actual use.

*The cost for staff, vaccinations and microchips, free to constituents with a two hundred (200) animal cap per event.

B. 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.

4. Summary of Compensation for Animal Services:

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

Expenses	FY 2018/19	FY 2019/20	FY 2020/21*
Field Services (Fixed)	\$ 889,182.00	\$ 889,182.00	\$ 444,591.00
Overtime (Estimated)*	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00
Total Field	\$ 989,182.00	\$ 989,182.00	\$ 494,591.00
License Processing (Estimated)**	\$ 150,000.00	\$ 150,000.00	\$ 75,000.00
License Officer (Fixed)	\$ 328,630.00	\$ 328,630.00	\$ 164,315.00
Total License	\$ 478,630.00	\$ 478,630.00	\$ 239,315.00
TOTAL CONTRACT***	\$ 1,467,812.00	\$ 1,467,812.00	\$ 733,906.00

**term of agreement is thru 12/31/2020*

*Field services may fluctuate based on actual usage of overtime.

**License processing costs may fluctuate based on actual number of licenses processed or if the Board of Supervisors adopts a new rate for license processing fees.

***Total may fluctuate based on actuals for the fiscal year. Optional services not included in total.