

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



ITEM: 3.7
(ID # 13538)

MEETING DATE:
Tuesday, October 20, 2020

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Ratify and Approve First Amendment to the Agreement for Animal Services Between City of Indio and County of Riverside, District 4 [\$747,123] 100% Funded by the City of Indio

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached First Amendment to the Agreement for Animal Services between the City of Indio 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.

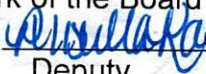
ACTION:Policy


Julie Bank, Director of Animal Services 9/18/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 20, 2020
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	\$747,123	\$ 0	\$747,123	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by the City of Indio			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Indio (City) desires to continue contracting with the County of Riverside (County), by and through its Department of Animal Services (DAS), to provide field and shelter services to safeguard the health and safety of the City's domestic animals and for the purpose of promoting the humane treatment of animals. The original Agreement for Animal Field, Shelter, and Integrated Canine Licensing Program (ICLP) Services was approved by the Board of Supervisors in Minute Order 3.5 on February 26, 2019. This amendment revises the contracts terms to provide that the County shall issue canine licenses for city residents at the City's request instead of conducting the ICLP.

The Board of Supervisors approved a recommended budget, which defunded the ICLP in Minute Order 19.3 on June 23, 2020. DAS met with the City and it was mutually understood that the ICLP would be eliminated. The City ratified and approved the Amendment to the Agreement on September 2, 2020 during a City Council Meeting.

The proposed First Amendment term begins July 1, 2020 and terminates on June 30, 2021.

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

SERVICES	FY 20/21
Animal Control Officers	\$517,920
Shelter Service (Fixed)	\$192,200
Wildlife Impounds	\$3,450
Deceased Animal Pick-Up and Disposal	\$23,520
Operation & Maintenance	\$10,033
Total Shelter Services	\$747,123

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

Field Services, Shelter Services, and Operation and 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.


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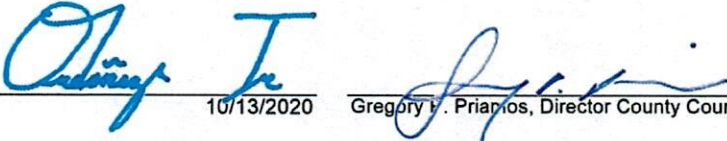
Impact on Residents and Businesses

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

ATTACHMENTS:

First Amendment to Agreement for Animal Services, City of Indio


Douglas Cordonez Jr. 10/13/2020


Gregory P. Priarios, Director County Counsel 10/1/2020

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL SERVICES
BETWEEN THE CITY OF INDIO
AND THE COUNTY OF RIVERSIDE**

This First Amendment to the AGREEMENT FOR ANIMAL SERVICES between COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”) and the CITY OF INDIO (“CITY”), herein referred to as the “First Amendment”, dated as of the Effective Date (defined herein), amends the Agreement as follows:

RECITALS

WHEREAS, COUNTY and CITY entered into an Agreement for Animal Services Between the City of Indio and the County of Riverside for the provision of animal field, shelter and licensing services (“Agreement”) for a term commencing July 1, 2018 through June 30, 2019, renewable automatically in one year increments through June 30, 2021;

WHEREAS, the COUNTY’s Board of Supervisors ratified and approved the Agreement on February 26, 2019, in Minute Order 3.5;

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

WHEREAS, CITY’s City Manager has approved this First Amendment;

WHEREAS, the COUNTY is no longer providing licensing officers, canvassing and licensing sweep services to CITY; and

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 C Scope of Integrated Canine Licensing Program (ICLP) Deleted. The Agreement is hereby amended to delete in its entirety Exhibit C Scope of Integrated Canine Licensing Program (ICLP).
3. “Exhibit D Payment Provisions” Deleted and Replaced with “Exhibit C - Payment Provisions”. The Agreement is hereby amended to delete in its entirety “Exhibit D Payment Provisions” and replace in its entirety with the new “Exhibit C - Payment Provisions”, attached hereto as Attachment A and incorporated herein by the reference. All references to “Exhibit D Payment Provisions” and “Exhibit D”, and hereby replace in its entirety with the following references: “Exhibit C - Payment Provisions” or “Exhibit C”.
4. Section 1 County Obligations Amended. The Agreement is hereby amended to delete in its entirety the single sentence in Section 1, County Obligations, and replace it in its entirety with the following sentence:

**FIRST AMENDMENT TO
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AND THE COUNTY OF RIVERSIDE**

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

5. Subsection 1.9 of Exhibit A Amended. The Agreement is hereby amended to delete in its entirety Subsection 1.9 of Exhibit A, Scope of Animal Field Services, and replace in its entirety with the following:

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 that County shall retain the sum of \$10.00 for each dog license hereunder. County shall verify dog license status when responding to requests for service if warranted. County shall provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.

6. Section 3 of Exhibit A Amended. The Agreement is hereby amended to delete in its entirety Section 3, License Processing, and replace in its entirety with the following:

3. License Processing: Compensation for license processing shall be based upon actual licenses processed and licensing processing rates.

7. Subsection 3.28 of Exhibit B Amended. The Agreement is hereby amended in Subsection 3.28, Licenses for Dogs, to replace the sum of "\$6.00" with "\$10.00".

8. Addition of Subsection 3.29 of Exhibit B. The Agreement is hereby amended to include the following subsection of Exhibit B:

3.29 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 an administrative citation. Remittance options include the "Web Licensing" portal on the department website, www.rcdas.org.

9. Subsection 4.3 of Exhibit B Amended. The Agreement is hereby amended to delete in its entirety Subsection 4.3, License Processing, and replace in its entirety with the following:

4.3 Reserved.

10. Effective Date. The "Effective Date" of this First Amendment shall be July 1, 2020.

**FIRST AMENDMENT TO
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AND THE COUNTY OF RIVERSIDE**

11. 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.

12. 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.

13. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.


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[SIGNATURES ON FOLLOWING PAGE]

**FIRST AMENDMENT TO
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AND THE COUNTY OF RIVERSIDE**

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

COUNTY OF RIVERSIDE

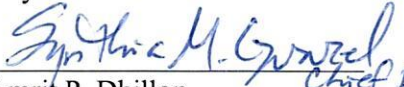
By: 
V. Manuel Perez, Chair
Board of Supervisors

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

CITY OF INDIO


By: 
Mark Scott
City Manager

ATTEST:

City Clerk

By: 

APPROVED AS TO FORM:

By: 
Roxanne M. Diaz
City Attorney

**FIRST AMENDMENT TO
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ATTACHMENT A
Exhibit C – Payment Provisions
(Behind this Page)

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**EXHIBIT C – PAYMENT PROVISIONS
CITY OF INDIO**

City of Indio (“CITY”) shall compensate the County of Riverside (“COUNTY”) on a monthly basis all fees and rates in accordance with the COUNTY’s current fee schedule as set forth below:

A. Animal Field and Sheltering Services Rates*

Service	Impounds	Amount	Total Yearly	Monthly Installments
Animal Control Officers	-	\$172,640	\$517,920	\$43,160
Animal Sheltering*	961	\$20 per day	\$192,200	\$16,017
Wildlife Impounds	25	\$138 each	\$3,450	\$288
Deceased Animal Pick-Up and Disposal	336	\$70 each	\$23,520	\$1,960
Operation & Maintenance	961	\$10.44 each	\$10,033	\$836
Total Sheltering Cost			\$747,123	\$62,261

* Yearly cost estimate based on statistics provided by CITY of its prior year’s impound rate of 961 dogs and cats per year, based on an average of ten (10) kenneling days. Rates are established by the Board of Supervisors and are subject to change as amended by COUNTY from time to time.

City shall be provided with actual impound statistics each month that detail the number of animals impounded and the number of kenneling days. Thirty (30) days after the end of each calendar year, COUNTY shall provide the City with appropriate adjustments to reconcile the estimated impounds with the actual impoundments. A credit or bill shall be added onto February’s invoice.

Large Animal Sheltering: \$20/animal (horses, ponies, cattle) per day of sheltering.

Large Animal Sheltering: \$12/animal (swine, goats, sheep) per day of sheltering.

B. Collection of License Fees

CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain ten dollars (\$10) per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall credit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the sum total of \$10 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as set forth above in **Section A**.

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C. Impound/Quarantine Fees

CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY held in the Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges.

D. Optional Services at City's Request

If requested by CITY, the daily flat rates for optional services shall be billed based actual outreach days scheduled at a rates below:

1. **Vaccination or Spay/Neuter Clinic:** \$3,000 per event, flat rate billed on actual use. The service provided herein shall be free to constituents, with a two hundred (200) animal cap per vaccination clinic, or thirty (30) spay and/or neuter surgeries per spay/neuter clinic.

2. **Education Outreach Event:** \$2,553 per event, flat rate billed on actual use. The cost for staff an outreach event for the purpose of educating CITY constituents.