

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



ITEM: 3.11  
(ID # 22164)

MEETING DATE:  
Tuesday, August 29, 2023

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Ratify and Approve Agreement for Animal Services Between the City of Calimesa and the County of Riverside for the Provisions of Animal Field and Shelter Services through June 30, 2024, additional year agreements will proceed once the current fee study has concluded, Agreement No. 23-001; District 5. [\$51,734 Total Cost - Contract Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Ratify and approve** the attached Agreement for Animal Services Between the City of Calimesa and the County of Riverside, including exhibits (Agreement) for the provisions of animal field and shelter services with a term beginning July 1, 2023 and terminating June 30, 2024, additional year agreements will proceed once the current fee study has concluded;
2. **Authorize** the Chair of the Board of Supervisors to execute the attached agreement on behalf of the County; and
3. **Authorize** the Interim Director of Animal Services, or designee, to implement the Agreement.

ACTION:Policy

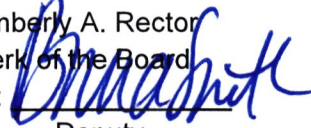
  
Erin Gettis, Director of Animal Services 8/9/2023

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 29, 2023  
xc: Animal Service

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 51,734	\$ 0	\$ 51,734	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Funded by the City of Calimesa</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The City of Calimesa (City) desires to contract with the County of Riverside through its Department of Animal Services (County) to provide field and shelter services to safeguard the health and safety of the City's and community domestic animals and for the purpose of promoting the humane treatment of animals. The County has the personnel and experience to provide such field and shelter services and is willing to enter into this proposed Agreement with the City. The terms and provisions of the proposed contract are set forth in the attached Agreement.

The proposed Agreement term begins July 1, 2023 and terminates on June 30, 2024. Additional year agreements will proceed once the current fee study has concluded.

The following chart summarizes the estimated annual fees that the County will charge the City for the animal field and shelter services for FY 2023/2024 pursuant to this Agreement.

**Field, Shelter and Licensing Services Estimate**

<b>Service</b>	<b>Quantity</b>	<b>Cost</b>	<b>Annually</b>
Estimated /On-Call Usage*	188	\$170.15/hour	\$31,988
Animal Sheltering	46	\$34.10/day x 10-day avg.	\$15,686
O&M	46	\$12.53/impound	\$576
License Processing***	307	\$11.35 per license	\$3,484
<b>Total Estimated Cost**</b>			<b>\$51,734/FY</b>

\* Actual cost may vary based on on-call usage.

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

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

\*\*\*License processing cost may vary based on number of licenses sold. The County shall retain \$11.35 for each license sold, and remaining balance of license will be credited back to the City on a monthly basis.

**Impact on Residents and Businesses**




The County has a comprehensive Animal Services Department that not only helps safeguard domestic animals but also provides resources to the community to assist pets, pet owners, as well as public safety regarding domestic animals. This contract with Calimesa will provide the City with a variety of services for the community and domestic pet population.

**Additional Fiscal Information**

There is no additional impact on the general fund. The funding is provided by the City for services rendered. The contract revenue for services is included in the FY 2023/2024 Department of Animal Services' budget.

**ATTACHMENTS :**

23-001 Agreement for Animal Field and Shelter Services between the City of Calimesa and the County of Riverside

 _____ Douglas Cordonez Jr.	 _____ 8/23/2023	 _____ Bruce G. Fordon	_____ 8/14/2023
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**AGREEMENT FOR ANIMAL CONTROL FIELD AND SHELTER SERVICES  
BETWEEN THE CITY OF CALIMESA AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT FOR ANIMAL CONTROL FIELD AND SHELTER SERVICES (“Agreement”) is made and entered into by and between the CITY OF CALIMESA, a 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 shelter 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 desire to promote the humane treatment of animals;

WHEREAS, COUNTY has the personnel and experience to provide 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 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 shelter services program for CITY within the corporate limits of the City of Calimesa 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 Animal Shelter Services (“Shelter”), attached hereto and incorporated herein by this reference.

**2. PERIOD OF PERFORMANCE (“TERM”):**

The Effective Date of this Agreement shall be July 1, 2023 and shall terminate on June 30, 2024, unless terminated earlier as provided herein under Section 8, Termination. Any extension or renewal of this Agreement will require subsequent action by the City Council and County Board of Supervisors.

**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.

**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 6 of the Calimesa



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 be COUNTY employees and assigned solely to field services operations within the corporate limits of the CITY.

**5. AVAILABILITY OF FUNDING:**

The obligation 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 Calimesa, 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 Calimesa, 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 Calimesa  
Attention: City Manager  
908 Park Avenue  
Calimesa, CA 92320

**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

By: [Signature]  
Kevin Jeffries, Chairperson  
Board of Supervisors

Dated: 8/29/23

ATTEST:

By: [Signature]  
Kimberly Rector  
Clerk of the Board

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: [Signature]  
Bruce G. Fordon  
Deputy County Counsel

CITY OF CALIMESA,  
a municipal corporation

By: [Signature]  
William Davis  
Mayor

Dated: 6/24/2023

ATTEST:

By: [Signature]  
Darlene Gerdes  
City Clerk

APPROVED AS TO FORM:

Quinn Barrow  
City Attorney

By: [Signature]  
Quinn Barrow  
City Attorney





**CITY OF CALIMESA**  
**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 Calimesa (“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 Calimesa 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 **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 **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.
  - 1.10 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Title 8 of the Calimesa 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.

- 1.11 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.
- 1.12 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 County Animal Shelter, or other COUNTY operated shelter at the COUNTY's discretion.
- 3. Provision of Supplies, Vehicles and Radio Equipment:** COUNTY 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 COUNTY'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 6, 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 CALIMESA**  
**EXHIBIT B**  
**SCOPE OF ANIMAL SHELTERING SERVICES**

The County of Riverside, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following Animal Shelter Services for the City of Calimesa (“CITY”). All capitalized terms set forth herein are defined in Section B below.

**A. COUNTY ANIMAL SHELTER LOCATION**

1. **Shelter Location**: The COUNTY shall maintain CITY’s animals at the Coachella Valley Animal Campus (“Shelter”), or other shelter operated by COUNTY at COUNTY’s discretion.

The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty-four (24) hour basis.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

**B. DEFINITIONS**

1. Animal Shelter Services” shall include the following activities and services:
  - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.
  - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
  - c. Counseling and advising animal owners.
  - d. Posting on Shelter’s website of photographs of all newly impounded animals and identifying each animal individually.
  - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed, microchipped, and spayed/neutered and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner’s expense.
  - f. Humane euthanasia of 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 include whether the animal was unhealthy and/or unsuitable for adoption.
  - g. Proper disposal of dead animals at the rate as set forth in **Exhibit C**, Payment Provisions.
  - h. “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.
2. “Adoptable Animal” shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has 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 “vicious” or “potentially dangerous” under State and/or local laws shall be deemed unadoptable.
3. “Treatable” shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, 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.

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.
5. "Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the shelter by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

### **C. SCOPE OF ANIMAL SHELTER SERVICES**

1. **Treatment of Animals:** COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided:** COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies:** COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods:** COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.
7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable 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 shall be kept for a period of not less than three (3) years on each euthanized animal shall include 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.
8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or involved in a bite investigation.

**Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter. Quarantined animals may be quarantined at the owner's home or an alternate location.



9. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate.
  - a. **Animals Surrendered by their Owners:** Owner Surrenders will be impounded on a case by case basis. Diversion programs will be offered to assist with pet retention. CITY shall direct their constituents to consult with COUNTY to surrender their pet. COUNTY will offer CITY's constituents assistance through diversion programs.
10. Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate. CITY Animal Control Officers shall refer constituents requesting to surrender their animal to COUNTY for a diversion consultation. CITY shall not accept owner surrenders in the field prior to the constituent consulting the COUNTY.
11. **Wildlife:** COUNTY and CITY Animal Control Officers will work with constituents to ensure public safety while maintaining wildlife in the wild. COUNTY and CITY Animal Control Officers will triage wildlife reports to determine the appropriate response. Wildlife will be impounded if there is a public safety hazard, if the animal's welfare is at risk, if the animal is injured or orphaned, if the animal has been involved in a bite, or involved in an animal cruelty investigation.
12. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.
13. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY. Animal Control Officers shall attempt to return animals in the field prior to delivering the impounded animal to the shelter. Animal Control Officers shall scan animals in the field for microchips, call phone numbers on tags or research license numbers in an effort to reunite animals in the field.
14. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
  - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
  - b. Routine vaccinations and de-worming, as needed
  - c. External parasite treatment, as needed
  - d. Document the animal's incoming weight
  - e. Scan for microchip identification
  - f. Establish unique identifier for the animal
  - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.
15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be

applicable to animals housed, kept or maintained at the Shelter.

16. **Adoption:** Animals identified as being available for adoption shall be up for adoption in the shelter or off-site location, or by posting online.
17. **Spay and Neuter:** COUNTY shall ensure 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 an adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural (“F&A”) Code Sections 30503 and 31751.3, if 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 the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751.3. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.
18. **Microchipping:** In accordance with California Food and Agricultural (“F&A”) Code Sections 31108.3 and 31752.1, COUNTY shall ensure that all dogs and cats being reclaimed, adopted, or transferred to a new owner are microchipped with current information prior to leaving the shelter.
19. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108 and 31752 that provide that any stray dog or cat that is impounded “shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or 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. The public or private shelter or organization must be approved by COUNTY prior to the transfer of any animals. 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.”
20. **Foster Care Placement:** Certain animals may be placed in COUNTY’s foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
21. **Community Cat Program (CCP):** COUNTY shall determine a cat’s eligibility for the CCP. If it is determined that a cat is eligible, the cat will be spayed/neutered, vaccinated, and eartipped. Once cat has recovered, the cat will be returned to place of origin.
22. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
23. **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.
24. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.

25. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
26. **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, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
27. **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 away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.
28. **LICENSE FEES (Section 2 of Riverside County Ordinance 630):** Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY's Board of Supervisors, from time to time.
29. **RABIES VACCINATION CERTIFICATE DATA:** Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's 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 COUNTY's website, [www.rcdas.org](http://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.
30. **COLLECTION OF LICENSE FEES:** CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain ten dollars (\$11.35) 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 remit 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 \$11.35 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY's licensing database.

#### **D. COMPENSATION**

1. **Compensation for Animal Shelter Services:** Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$20 per animal, per day for horses and cattle, and \$12 per animal, per day for swine, goats and sheep in accordance with COUNTY's Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.
2. **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 which are held in 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. All fees will be in accordance with the COUNTY's current fee schedule.

3. **Outreach Activities:** CITY shall work with COUNTY to promote responsible pet ownership, lost and found animals, mutually agreeable animal welfare programs, Spay/Neuter Services, and adoption of animals through its own educational outreach, and through its own social media pages. If requested by CITY, the daily flat rates for educational outreach events, vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at the rates below:
  - a. Vaccination or Spay/Neuter Clinic: The cost includes staff, vaccinations and microchips, free to constituents with two hundred (200) animal cap per event for vaccination clinic OR thirty (30) animal cap per event for spay/neuter. The clinics are billed on actual use.
  - b. Education Outreach Event: The cost to staff an outreach event for the purpose of educating CITY constituents. The outreach events are billed on actual use.

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**CITY OF CALIMESA  
EXHIBIT C  
PAYMENT PROVISIONS**

City of Calimesa (“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:

**Field and Shelter Services Estimate**

<b>Service</b>	<b>Quantity</b>	<b>Cost</b>	<b>Annually</b>	<b>Monthly</b>
Estimated /On-Call Usage*	188	\$170.15/hour	\$31,988	\$2,666
Animal Sheltering	46	\$34.10/day x 10-day avg.	\$15,686	\$1,307
O&M	46	\$12.53/impound	\$576	\$48
License Processing***	307	\$11.35 per license	\$3,484	\$290
Total Estimated Cost**			\$51,734/FY	\$4,311/month

\* Actual cost may vary based on on-call usage.

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

\*\*\*License processing cost may vary based on number of licenses sold. County shall retain \$11.35 for each license sold, and remaining balance of license will be credited back to the City on a monthly basis.

**Sheltering:**

Animal Sheltering costs at the Coachella Valley Animal Campus is \$34.10 per kenneling day, and it would be billed based on actual usage. The estimate provided is based on statistics provided by City and is based on an average kennel stay of 10 days.

**Operational and Maintenance (O&M):**

O&M is charged at \$12.53 per stray dog or cat impound.

**Livestock and Other Impound Fees:**

Large Animal Sheltering @ \$20/animal (horses, ponies, cattle) per day of sheltering (additional cost billed on actual use)

Large Animal Sheltering @ \$12/animal (swine, goats, sheep) per day of sheltering (additional cost billed on actual use)

Wildlife impound fee: \$138 per impound

Deceased animal pickup fee: \$70 per animal

**Optional Services**

Daily flat rates 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.

**Outreach event:**

**\$2,553 per event flat rate billed on actual use\*\***

(The cost to provide 3 staff, 9 hours each, OT rates used due to limited staffing levels – supplemented by volunteers.)

**Shot Clinic or Spay and Neuter Bus Services:**

**\$3,000 per event flat rate billed actual use\*\***

(The cost to provide 3 clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by City.)

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