

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



ITEM: 3.10
(ID # 23491)

MEETING DATE:

Tuesday, January 23, 2024

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Ratify and Approve the Third Amendment for Animal Services Between The City of Riverside and County of Riverside for the Provisions of Animal Field and Licensing Services; District 1. [\$1,521,290 Total Cost - Contract Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Ratify and approve** the attached Third Amendment to the Agreement for Animal Field and Shelter Services between the City of Riverside and the County of Riverside (Third Amendment) to provide Animal Shelter Services effective January 1, 2024 through June 30, 2024.
2. **Authorize** the Chair of the Board of Supervisors to execute the attached Third Amendment on behalf of the County; and
3. **Authorize** the Director of Animal Services, or designee, to implement the Agreement.


ACTION:Policy

Erin Gettis, Director of Animal Services 1/16/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 23, 2024
xc: Animal Services

Kimberly A. Rector
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 | \$ 1,521,290 | \$ 0 | \$ 1,521,290 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Funded by the City of Riverside | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 23/24 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Riverside (City) desires to contract with the County of Riverside (County) through its Department of Animal Services (DAS), to provide field and licensing 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 and Licensing Services (Agreement) was approved by the Board of Supervisors in Minute Order 3.11 on September 10, 2019. The First Amendment to the original agreement was approved by the Board of Supervisors in Minute Order 3.6 on October 19, 2021. The Second Amendment to the original agreement was approved by the Board of Supervisors in Minute Order 3.48 (ID# 20741) on October 31, 2023.

The proposed Third Amendment will extend the provisions of the original agreement, term begins January 1, 2024, and terminates on June 30, 2024.

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 Third Amendment 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 City for services rendered. The contract revenue for services will be included in the FY 2023/2024 Department of Animal Services' budget.

ATTACHMENTS :

Third Amendment for Animal Field and Licensing Services between City of Riverside and County of Riverside.

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


Douglas G. Fordon Jr. 1/17/2024


Bruce G. Fordon 1/17/2024


George Trindle, CHIEF ASST COUNTY COUNSEL 1/17/2024

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

This Third Amendment to the AGREEMENT FOR ANIMAL CONTROL FIELD AND LICENSING 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 RIVERSIDE (“CITY”), herein referred to as the “Third 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 Control Field and Licensing Services Between the City of Riverside and the County of Riverside for the provision of animal field and shelter services (“Agreement”) for a term commencing July 1, 2018 through December 31, 2020; and

WHEREAS, the COUNTY’s Board of Supervisors ratified and approved the Agreement on September 10, 2019, in Minute Order 3.11; and

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

WHEREAS, COUNTY and CITY entered into a First Amendment to Agreement for Animal Control Field and Licensing Services Between the City of Riverside and the County of Riverside effective January 1, 2021, through December 31, 2022; and

WHEREAS, COUNTY and CITY entered into a Second Amendment to Agreement for Animal Control Field and Licensing Services Between the City of Riverside and the County of Riverside effective January 1, 2023, through December 31, 2023; and

WHEREAS, COUNTY and CITY desire to extend the term of the Agreement until June 30, 2024; and

WHEREAS, COUNTY and CITY desire to amend the Agreement to reflect changes in the licensing programs available and license fees.

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 reference.
2. Effective Date and Term. The “Effective Date” of this Third Amendment shall be January 1, 2024 and shall terminate on June 30, 2024.

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3. Wildlife. COUNTY will not impound free-roaming wildlife unless it is a danger to the community, unhealthy, injured, or part of an animal cruelty or animal bite case.
 4. Section 1 of the Agreement, COUNTY OBLIGATIONS, is hereby amended to strike reference to Exhibit "B," Scope of Integrated Canine Licensing Program ("ICLP"), and Exhibit "B" is hereby removed in its entirety from the Agreement.
 5. Exhibit "A" and Exhibit "C" of the Agreement are hereby removed in their entirety and replaced with Exhibit "A-3" and Exhibit "C-3," attached hereto and incorporated herein by this reference.
 6. Entire Understanding. This Third Amendment, the Second Amendment, 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 Third Amendment, Second Amendment, First Amendment and Agreement.
 7. 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 Third Amendment.
 8. 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.
 9. Counterparts. This Third Amendment 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.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF RIVERSIDE

By: 
CHUCK WASHINGTON Chair
Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By: 

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: 
Bruce G. Fordon
Deputy County Counsel

CITY OF RIVERSIDE

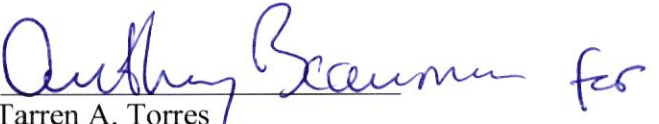
By: 
~~Mike Futrell~~ Kris Martinez
for City Manager

ATTEST:

Donesia Gause
City Clerk

By: 

APPROVED AS TO FORM:

By: 
Tarren A. Torres
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER

SCOPE OF ANIMAL FIELD SERVICES

CITY OF RIVERSIDE EXHIBIT "A-3"

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agree to provide the following animal field services for the City of Riverside ("CITY"):

1. PROVISION OF FIELD SERVICES

The animal 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-3 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.

- 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.

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- 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 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 repolis 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.

7. Rabies Vaccination Certificate Data

Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's database after the data has been cleared of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those dog 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. 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.

8. Collection of License Fees

CITY authorizes COUNTY to issue licenses and 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 \$11.35, 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 of the Agreement**, COMPENSATION, for each dog license issued hereunder.

PAYMENT PROVISIONS CITY OF

RIVERSIDE EXHIBIT "C-3"

City of Riverside ("CITY") shall compensate the County of Riverside ("COUNTY") on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

- A. One (1) Full-Time Employee ("FTE") (Annual) Animal Control Officer: 1 x \$273,124.80*
= **\$273,124.80/FY, payable monthly in 1/12th increments of \$22,760.40/monthly**

*The cost to provide one full-time dedicated Animal Control Officers 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 1 C below.)

- B. Five (5) FTE (Annual) Animal Control Officers:

5 x \$273,124.80* = **\$1,365,624.00/FY, or \$ 682,812 semi-annual** payable monthly in 1/12th increments of \$113,802.00/monthly

*The cost to provide one full-time Animal Control Officer to service an area for 1,174 hours per fiscal year, or 587 semi-annual 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: 855 hours x \$170.15 = **\$ 145,478.25 semi-annual**

The cost to provide after-hours services (evenings, weekends, and holidays) is charged an hourly rate of \$170.15 (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 sweeps, to be billed based on actual usage as requested by City.

2. Collection of License Fees:

COUNTY shall be entitled to a fee of \$11.35, 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 of the Agreement, COMPENSATION, for each dog license issued at a COUNTY

facility in accordance with this Agreement. Estimated amount based on past Fiscal Year licenses.

3. Outreach Activities (Operational based on City’s request):

Daily flat rates for Education Outreach Events. Vaccination Clinics or Spay/Neuter Clinics shall be billed based upon actual days scheduled at the CITY’s request. The daily flat rates account for full staff time to provide services for one (1) event. 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: \$3,000* per event, flat rate billed upon actual use.

* The cost for staff, vaccinations, and microchips, free to constituents with a two hundred (200) animal maximum per vaccination clinic, or a thirty (30) animal maximum per Spay/Neuter event.

B. Education Outreach Event: \$2,553* per event, flat rate, billed upon 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 | Total Semi Annual | Monthly |
|--|--------------------------|-------------------|
| Field Services (Fixed) | \$ 682,812.00 | \$ 113,802.00 |
| Overtime (Estimated)* | \$ 145,478.00 | \$ 24,246.33 |
| <u>Animal Sheltering</u> | \$ 548,400.00 | \$ 91,400.00 |
| <u>Deceased Animal - Pickup & Disposal</u> | \$ 57,600.00 | \$ 9,600.00 |
| <u>Wildlife</u> | \$ 10,800.00 | \$ 1,800.00 |
| Licensing | \$ 76,200.00 | \$12,700.00 |
| TOTAL CONTRACT*** | \$ 1,521,290.00 | \$ 253,548 |

* 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.