

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



ITEM: 3.21
(ID # 25555)

MEETING DATE:
Tuesday, August 27, 2024

FROM : ANIMAL SERVICES

SUBJECT: ANIMAL SERVICES: Ratify and Approve the First Amendment for Animal Services Between City of Palm Desert and the County of Riverside for the Provisions of Animal Control Field and Shelter Services; District 4. [\$379,662.38 Total Cost - Contract Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Ratify and approve** the attached First Amendment to the Agreement for Animal Control Field and Shelter Services between the City of Palm Desert and the County of Riverside to provide Animal Control Field and Shelter Services effective July 1, 2024 through June 30, 2025; and
2. **Authorize** the Chair 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 Agreement.

ACTION: Policy

Erin Gettis, Director of Animal Services 8/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Gutierrez
Nays: Jeffries
Absent: None
Date: August 27, 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	\$ 379,662.38	\$ 0	\$ 379,662.38	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by the City of Palm Desert			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Palm Desert (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 domestic animals and for the purpose of promoting the humane treatment of animals. The original Agreement for Animal Field Control and Shelter Services (Agreement) was approved by the Board of Supervisors in Minute Order 3.5 on August 24, 2021.

A rates study was conducted to determine full cost recovery of fees charged to the Cities for services. Upon review of the study, it was determined that a more balanced approach is needed between the cost to the county to provide animal services and what is a reasonable expectation for the Cities to pay for these services. While the County continues to evaluate the approach, an interim solution was needed so the Cities would continue to receive uninterrupted serviced. As a result, a 5% increase was applied to all services outlined in the City contracts for Fiscal Year 24/25.

The proposed First Amendment will extend the provisions of the original agreement, term begins July 1, 2024, and terminates on June 30, 2025.

Impact on Residents and Businesses

The Department of Animal Services mission is, “Working together to improve Riverside County for people and animals.” 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 First Amendment will provide the City with Animal Control field and shelter 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 2024/2025 Department of Animal Services’ budget.

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

ATTACHMENTS:

First Amendment for Animal Control Field and Shelter Services between City of Palm Desert
and County of Riverside.


Douglas Ordóñez Jr. 8/19/2024


Bruce G. Fordon 8/15/2024


George Trindle, CHIEF ASST COUNTY COUNSEL 8/15/2024

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
PALM DESERT AND THE COUNTY OF
RIVERSIDE**

This First Amendment to the AGREEMENT FOR ANIMAL CONTROL FIELD AND SHELTER 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 Palm Desert (“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 Control Field and Shelter Services Between the City of Palm Desert and the County of Riverside for the provision of Animal Control Field and Shelter Services (“Original Agreement”) for a term commencing July 1, 2021 through June 30, 2024; and

WHEREAS, the COUNTY’s Board of Supervisors ratified and approved the Agreement on August 24, 2021, in Minute Order 3.5; and

WHEREAS, the COUNTY has continuously provided the CITY with Animal Control Field and Shelter Services since July 1, 2021; 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 desire to extend the term of the Agreement until June 30, 2025; and

WHEREAS, COUNTY and CITY desire to amend the Agreement to reflect changes in the compensation, license fees and payment provisions.

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 First Amendment shall be July 1, 2024 and shall terminate on June 30, 2025 unless terminated earlier as provided herein under **Section VI, Termination.**”
3. Exhibit “A,” Exhibit “B” and Exhibit “C” of the Agreement are hereby removed in their entirety and replaced with Exhibit “A-1,” Exhibit “B-1,” and Exhibit “C-1” attached hereto and incorporated herein by this reference.

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
PALM DESERT AND THE COUNTY OF
RIVERSIDE**

4. Entire Understanding. This First Amendment and the Original 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 Original Agreement.

5. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.

6. 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.

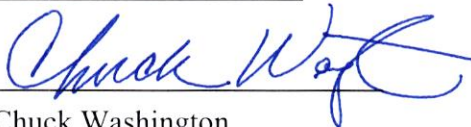
7. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
PALM DESERT 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: 
Chuck Washington,
Chair Board of Supervisors

ATTEST:

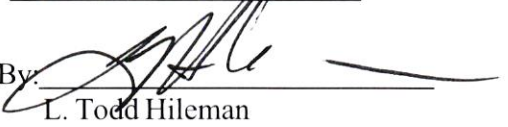
By: 
Kimberly Rector
Deputy
Clerk of the Board

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: 
Bruce G. Fordon
Deputy County Counsel


CITY OF PALM DESERT

By: 
L. Todd Hileman
City Manager

ATTEST:

By: 
Anthony J. Mejia
City Clerk

APPROVED AS TO FORM:

By: 
Isra Shah
City Attorney

**CITY OF PALM DESERT
EXHIBIT "A-1"
SCOPE OF ANIMAL CONTROL FIELD SERVICES**

The County of Riverside ("COUNTY"), agrees to provide the following Animal Control Field Services for the City of Palm Desert ("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 Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code ("Title 6"). 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 6 and collect fees in connection therewith.
 - 1.10 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside County Ordinances, codified at Title 6 of the Riverside County 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 PALM DESERT
EXHIBIT “B-1”
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 Palm Desert (“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 irretrievably 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 irretrievably 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.

- a. **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 ear tipped. 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. 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 \$11.92 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 total of

\$11.92 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 \$21 per animal, per day for horses and cattle, and \$12.60 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's 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; Bordetella 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 through its own social media pages. If requested by CITY, the daily flat rates for 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.

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**CITY OF PALM DESERT
EXHIBIT “C-1”
PAYMENT PROVISIONS**

City of Palm Desert (“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

Service	Quantity	Cost	Annually	Monthly
Full Time Animal Control Officer	2,080	\$137.88/hour	\$286,790.40	\$23,899.20
Estimated Overtime*	111.40	\$178.66/hour	\$19,902.72	\$1,658.56
Animal Sheltering**	1,206	\$35.81/day	\$43,186.86	\$3,598.90
Wildlife Impounds**	14	\$144.90/per	\$2,028.60	\$169.05
Deceased Animal Pick-Up and Disposal**	96	\$73.50/per	\$7,056.00	\$588.00
O&M **	289	\$11.40/impound	\$3,294.60	\$274.55
License Processing***	1,460	\$11.92 per license	\$17,403.20	\$1,450.27
Total Estimated Cost**			\$379,662.38/FY	\$31,638.53/month

* Overtime/stand-by field services \$178.66 per hour (minimum of two (2) hours per call, with a two (2) hour charge per each call).

**Cost will fluctuate based on actual overtime, wildlife calls and deceased animal pickups. Optional Services are not included in the total.

**Rates are subject to change as adopted by the Board of Supervisors, as specified in Section III of this Agreement.

***License processing cost may vary based on number of licenses sold. COUNTY shall retain \$11.92 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 \$35.81 per kenneling day, and it would be billed based on actual impounds. COUNTY shall provide CITY with a monthly invoice that includes actual impound statistics. The invoice will detail the number of animals impounded and the total number of kenneling days, plus all other applicable fees.

Operational and Maintenance (O&M):

O&M is charged at \$11.40 per stray dog or cat impound.

Livestock and Other Impound Fees:

Large Animal Sheltering @ \$21/animal (horses, ponies, cattle) per day of sheltering (additional cost billed on actual use).

Large Animal Sheltering @ \$12.60/animal (swine, goats, sheep) per day of sheltering (additional cost billed on actual use).

Wildlife impound fee: \$144.90 per impound

Deceased animal pickup fee: \$73.50 per animal

Optional Services

Daily flat rates for shot clinics or spay and neuter bus services 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.

Shot Clinic or Spay and Neuter Bus Services:

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

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