

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



ITEM: 3.19
(ID # 25316)

MEETING DATE:
Tuesday, November 05, 2024

FROM : ANIMAL SERVICES

SUBJECT: ANIMAL SERVICES: Ratify and Approve the Fourth Amendment for Animal Services Between the City of Riverside and the County of Riverside for the Provisions of Animal Control Field and Licensing Services; District 1. [\$3,204,183.99 Total Cost - Contract Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Ratify and approve** the attached Fourth Amendment to the Agreement for Animal Control Field and Licensing Services between the City of Riverside and the County of Riverside (Fourth Amendment) to provide Animal Shelter Services effective July 1, 2024 through June 30, 2025; and
2. **Authorize** the Chair of the Board of Supervisors to execute the attached Fourth Amendment on behalf of the County; and
3. **Authorize** the Director of Animal Services, or designee, to implement the Agreement.

ACTION:Policy


Kim Youngberg 10/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Gutierrez 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: November 5, 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	\$ 3,204,183.99	\$ 0	\$ 3,204,183.99	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by the City of Riverside			Budget Adjustment:	No
			For Fiscal Year:	24/25

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 Control Field and Licensing Services 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 on October 31, 2023. The Third Amendment to the original agreement was approved by the Board of Supervisors in Minute Order 3.10 on January 23, 2024. The County has continuously provided the City with Animal Control Field and Licensing Services since July 1, 2018.

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 Cities contract for Fiscal Year 24/25.

The proposed Fourth 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 Fourth Amendment will provide the City with Animal Control Field Services for the community and domestic pet population.


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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.

ATTACHMENTS :

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


Douglas Ordóñez Jr. 10/30/2024


Bruce G. Fordon 10/28/2024


George Trindle, CFP ASST COUNTY COUNSEL 10/28/2024

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

This Fourth 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 “Fourth 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 licensing services (“Original Agreement”) for a term commencing July 1, 2018 through December 31, 2020 (“2018 Agreement”); 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 COUNTY has continuously provided the CITY with Animal Control Field and Licensing Services since July 1, 2018; 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 entered into a Third Amendment to Agreement for Animal Control Field and Licensing Services Between the City of Riverside and the County of Riverside effective January 1, 2024, through June 30, 2024;

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:

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

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 Fourth Amendment shall be July 1, 2024 and shall terminate on June 30, 2025 unless terminated earlier as provided herein under **Section 8, Termination.**”

3. Exhibit “A” Scope of Field Animal Services, Section 8-Collection of License fees, the third sentence is deleted in its entirety and replaced with the following:

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 \$11.92, 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.

4. Exhibit “C” of the Agreement is hereby removed in its entirety and replaced with Exhibit “C-4” attached hereto and incorporated herein by this reference.

5. Entire Understanding. This Fourth Amendment, the Third Amendment, the Second Amendment, the 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 Fourth Amendment, Third Amendment, Second Amendment, First Amendment and Original Agreement.

6. 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 Fourth Amendment.

7. 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.

8. Counterparts. This Fourth 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 Fourth Amendment.

COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

By: Chuck Washington
Chuck Washington, Chair
Board of Supervisors

By: Mike Futrell
for Mike Futrell,
City Manager

ATTEST:

ATTEST:

Kimberly Rector
Clerk of the Board

Donesia Gause
City Clerk

By: Minh Tran
Deputy
County Counsel

By: Jorena Verdusco
for City Clerk

APPROVED AS TO FORM:
Minh Tran
County Counsel

APPROVED AS TO FORM:

By: Bruce G. Fordon
Bruce G. Fordon
Deputy County Counsel

By: Tarren Torres
Tarren Torres
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: Wish
ASSISTANT CHIEF FINANCIAL OFFICER

**CITY OF RIVERSIDE
PAYMENT PROVISIONS
EXHIBIT "C-4"**

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 \$287,893.44*
= **\$287,893.44/FY, payable monthly in 1/12th increments of \$23,991.12/monthly**

*The cost to provide one full-time dedicated Animal Control Officers for a total of 40 hours per week/2,088 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 \$287,893.44* = **\$1,439,467.20/FY, or \$716,733.60 semi-annual** payable monthly in 1/12th increments of \$119,955.60/monthly

*The cost to provide one full-time Animal Control Officer to service an area for 2,088 hours per fiscal year, or 1,044 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: 1,710 hours x \$178.66 = **\$305,508.60 annual, or \$152,754.30 semi-annual**

The cost to provide after-hours services (evenings, weekends, and holidays) is charged an hourly rate of \$178.66 (minimum of two (2) hours per call, with a two (2) hour charge per each call). Estimate is based on past experience, to be billed based on actual usage.

2. Collection of License Fees:

COUNTY shall be entitled to a fee of \$11.92, 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 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.

E. 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.

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.

Service/Expenses	Quantity	Rates	Total Annually	Monthly
Animal Control Officer (Fixed)	10,440	\$137.88/hourly	\$ 1,439,467.20	\$ 119,955.60
Overtime (Estimated)*	1,710	\$178.66/hourly	\$305,508.60	\$25,459.05
Animal Sheltering***	32,165	\$35.81/day	\$1,151,828.65	\$95,985.72
Large Animal-Donkey, Sheep***	20	\$12.60/day	\$252.00	\$21.00
Deceased Animal - Pickup & Disposal***	1,660	\$73.50/per	\$122,010.00	\$10,167.50
Wildlife***	173	\$144.90/per	\$25,067.70	\$2,088.98
Licensing**	13,427	\$11.92/per	\$160,049.84	\$13,337.49
TOTAL ESTIMATED COST***			\$3,204,183.99	\$267,015.33

* 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 are not included in total.