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

ITEM: 3.67
(ID # 29590)
MEETING DATE:
Tuesday, December 16, 2025

FROM : ANIMAL SERVICES

SUBJECT: ANIMAL SERVICES: Ratify and Approve the Form of the Agreement for Animal Services Between City of San Jacinto and the County of Riverside for the Provision of Animal Field and Shelter Services for Three (3) Years through June 30, 2028 and Authorize the Director of Animal Services, or Designee, to Execute the Agreement; District 5. [$3,605,109 Total Cost - Contract Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached form of the Agreement for Animal Services between the City of San Jacinto and the County of Riverside (Agreement) for the provision of Animal Control Field and Shelter Services for three (3) years effective July 1, 2025 through June 30, 2028; and

2. Authorize the Director of Animal Services, or designee, to execute the Agreement, substantially conforming in form and substance to the attached, on behalf of the County; and

3. Authorize the Director of Animal Services, or designee, to implement the Agreement and execute subsequent relevant and necessary documents, including, but not limited to, executing amendments to the Agreement and updated Service Level Requests, subject to approval as to form by County Counsel.

ACTION:4/5 Vote Required, Policy

Kim Youngberg 12/11/2025
Kim Youngberg

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	Medina
Date:	December 16, 2025
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	FY 25-26	FY 26-27	FY 27-28	Total Cost
COST	$ 1,012,752	$ 1,224,950	$ 1,367,407	$ 3,605,109
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% Funded by the City of San Jacinto			**Budget Adjustment:** No	
			For Fiscal Year: 25/26-27/28	

C.E.O. RECOMMENDATION: Approve

Ref: 3.5 2/6/24 & 3.13 10/1/24

BACKGROUND:

Summary

The City of San Jacinto (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.

A prior Agreement for Animal Field Control and Shelter Services (Agreement) was approved by the Board of Supervisors in Minute Order 3.5 on February 6, 2024 and the First Amendment to the Agreement was also approved by BOS in Minute Order 3.13 on October 1, 2024 to provide services until June 30, 2025.

The proposed three-year Agreement term begins July 1, 2025, and terminates on June 30, 2028.

The County will charge the City a fixed rate for one (1) Animal Control Officer (ACO) and shelter services and will be billed on a quarterly basis as shown on the table below.

City of San Jacinto
3 Year Rate Sheet – with one (1) full time ACOs
Sheltering charges to increase by 57.97% at end of three-year period

	Year One Rates				Year Two Rates		Year Three Rates	
Category	7/1/25 thru 12/31/25	1/1/26 thru 6/30/26	**7/1/25 thru 6/30/26**	Percentage Increase	**7/1/26 thru 6/30/27**	Percentage Increase	**7/1/27 thru 6/30/28**	Percentage Increase
Shelter	327,734	391,058	**718,792**	9.66%	**908,764**	38.64%	**1,035,411**	57.97%
Field	143,395	150,565	**293,960**	2.50%	**316,186**	10.25%	**331,996**	15.76%
Total Charges	471,129	541,623	**1,012,752**		**1,224,950**		**1,367,407**	

NOTES:

- Annual adjustment will only be charged for the last 6 months of FY 25/26, a 50% reduction in FY 25/26 increase.
- First six (6) months of FY 25/26 will be based on current new rates methodology.
- Last two (2) years increase is based on full charge from FY 25/26 new rates methodology.
- Any overtime for Animal Control Officers will be charged at 1.5 per hourly charges.

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 Agreement will provide the City of San Jacinto with a variety of services for the community and domestic pet population.

Additional Fiscal Information

The total allocated funding for Riverside County is $1,012,752 for FY 2025/2026. There is no additional impact on the general fund. The funding is provided by the City for services rendered. The contract revenue for services will be included in the FY 2025/2026 Department of Animal Services' budget.

ATTACHMENTS:

- Form of Agreement for Animal Field and Shelter Services between City of San Jacinto and the County of Riverside

Douglas Gardonez Jr. 12/11/2025

Gregg Gu, Chief Deputy County Counsel 12/11/2025

AGREEMENT FOR ANIMAL FIELD AND SHELTER SERVICES BETWEEN THE CITY OF SAN JACINTO AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL FIELD AND SHELTER SERVICES ("Agreement") is made and entered into as of July 1, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and the CITY OF SAN JACINTO, a General Law City ("CITY"), together known as the "parties", and individually as a "party".

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal field and shelter services for the purposes of safeguarding the health and safety of the CITY'S population and the health and safety of its domestic animals, pursuant to the provision of field and animal sheltering services, and as described in this Agreement; and

WHEREAS, CITY desires to promote the humane treatment of animals and remains a committed partner with the COUNTY; and

WHEREAS, COUNTY has the personnel and experience to provide such services and is willing to enter this Agreement with CITY for the provision of such services, subject to the terms and conditions for compensation as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the parties mutually agree as follows:

SECTION I. OBLIGATION OF PARTIES

A. RECITALS:

1. The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. COUNTY Obligations:

1. COUNTY shall provide field and shelter services within the corporate limits of CITY, as outlined in **EXHIBITS A** and **B**, attached hereto and incorporated herein by this reference, and more specifically as selected by CITY in **ATTACHMENT A**, attached hereto and incorporated herein by this reference.

C. CITY Obligations:

1. CITY shall reimburse COUNTY for the services performed and the expenses incurred, as set forth in **ATTACHMENTS A** and **B**, using the Rates Methodology as set forth in **ATTACHMENT C** of this Agreement

2. In order to harmonize the terms of this Agreement with the provisions of the CITY's municipal code and for COUNTY to provide the full scope of services to CITY under this Agreement, within six months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of the regulations,

DEC 1 6 2025

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provisions, and rates found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinances, from time to time. COUNTY shall provide the verbatim language to the CITY that shall be adopted into CITY's municipal codes. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction and retains the right to exclude or modify the verbatim language of the County's Animal Control Ordinances.

3. CITY shall agree to providing contract required clinics with COUNTY pursuant to **ATTACHMENT A.**

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from July 1, 2025, and shall terminate on June 30, 2028, unless terminated earlier as provided herein under **SECTION IX** of this agreement.

SECTION III. PERFORMANCE OF CONTRACT

A. In performing services under the Agreement, COUNTY will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.

B. Nothing in the Agreement prohibits CITY from providing, at CITY's expense, additional resources for the COUNTY to utilize in its performance of the services.

C. Any use of special supplies, stationery, notices, or forms, other than standard COUNTY format, must be approved by the Director of the Department, or their designee, and supplied by CITY at its own cost.

D. If requested, the COUNTY will make its best efforts to attend one (1) in-person meeting with CITY, up to three (3) hour duration per quarter at no charge to the CITY. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the COUNTY. CITY will pay the hourly rate listed in **ATTACHMENT B** for any additional hours of the COUNTY's contract management staff's time at meetings requested by CITY. Due to the lack of availability of meeting space in COUNTY facilities, the CITY will provide a mutually agreed upon meeting space and location, or virtual meeting link, for virtual meetings.

E. If requested, the COUNTY will make its best efforts to coordinate a virtual meeting once per month at no charge to CITY. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the COUNTY. CITY will pay the hourly rate listed in **ATTACHMENT B** for any additional hours of COUNTY representatives' time at meetings requested by the CITY.

F. If requested, COUNTY will make its best efforts to send representatives to the CITY's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the COUNTY is needed. The COUNTY will only attend these meetings to the extent that resources and capacity will allow.

G. The COUNTY will make available upon request, at no charge to the CITY, the reports pursuant to **EXHIBIT B**, at the intervals indicated in that attachment. For any additional reports that are not included in **EXHIBIT B**, or those requested at more frequent intervals, the COUNTY will account for the hours of staff time required to produce the reports. The COUNTY will provide, at no charge to the CITY, up to 12 hours of staff time annually for any additional requested reports. The CITY will be responsible for any excess hours at the current billing rate for staff time, as listed in **ATTACHMENT B.**

SECTION IV. ADMINISTRATION OF PERSONNEL

A. The COUNTY will control all aspects of the services provided by the COUNTY including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.

B. In the event of a dispute between the parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the CITY will be consulted and an agreement between the parties attempted. Each party must employ good-faith and best efforts to reach an agreement. If the COUNTY determination does not resolve the dispute to the satisfaction of both parties, the dispute resolution provision in **SECTION XV** shall apply.

C. All CITY employees who work with the COUNTY under the Agreement will remain employees of the CITY and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the COUNTY. No CITY employee will become an employee of the COUNTY unless by specific additional agreement which must be concurrently adopted by the CITY and COUNTY. Except as otherwise specifically set forth in the Agreement or in the attached Service Request in **ATTACHMENT A**, to the extent the COUNTY provides the CITY with animal licensing services, neither the CITY employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the COUNTY for services performed by employees of the COUNTY. The CITY shall distribute educational and outreach materials, reviewed and agreed upon by both the COUNTY and the CITY, as requested by the COUNTY.

D. For the purposes of performing services under the Agreement, and only for the purpose of giving authority for COUNTY staff to provide these services, every COUNTY officer and/or employee engaged in performing any service will be deemed to be a contracted officer while performing service for the CITY, provided the service is within the scope of the Agreement.

E. The CITY will not assume any liability for the direct payment of salaries, wages, or other

compensation to COUNTY personnel performing services under the Agreement. Except as described under **SECTION VI**, the CITY will not be liable for compensation or indemnity to any COUNTY employee or agent of the COUNTY for injury or sickness arising out of his/her employment while providing services under the Agreement.

SECTION V. DEPLOYMENT OF PERSONNEL

A. The COUNTY will determine the minimum required field personnel required to provide the services requested by the CITY.

B. The CITY agrees to complete **ATTACHMENT A**, specifying the service to be provided, which will be signed and authorized by the CITY and the COUNTY representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the Service Level Request ("SLR"), such dispute will be handled in accordance with **SECTION IV(B)** of this Agreement.

C. The COUNTY will issue annual notifications of any change to the billing rate as stated in **SECTION XVIII**. Unless the CITY changes other provisions within the most recently executed SLR, it is not necessary to execute a revised service request to reflect a billing rate change.

D. The CITY may at any time request a change in the level of service by completing a revised service request and submitting the form to the COUNTY. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the CITY and the COUNTY representative and attached to the Agreement as an amendment and the Parties acknowledge that they have delegated authority from their respective Board of Supervisors and City Council to execute amendments and the reviewed level of service. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined in the reasonable discretion of the COUNTY. The CITY is only required to submit a new service request if it wishes to revise its current services or update information listed on its existing service request. The COUNTY reserves the right to approve or disapprove requests on the service request in accordance with **SECTION IV** of this Agreement.

E. Regarding updates to contact information, the CITY is not required to submit a new service request. Email confirmation from the CITY will suffice, and the COUNTY will update the CITY's existing service request and share the revised copy with the CITY.

F. The CITY is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The COUNTY reserves the right to determine, in its sole discretion, whether the COUNTY can provide requested services not otherwise specified in this Agreement.

SECTION VI. HOLD HARMLESS/INDEMNIFICATION

A. 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.

B. 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. The CITY's obligation to defend, indemnify and hold COUNTY harmless shall be subject to COUNTY having given CITY written notice within a reasonable period of the claim or of the commencement of the related action 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 with the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

C. COUNTY shall indemnify and hold harmless the CITY, 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, 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.

D. 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 the claim or of the commencement of the related action 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.

E. The specified insurance limits required in this Agreement shall in no way limit the COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

F. This **SECTION VI** shall survive the termination of this Agreement.

SECTION VII. INSURANCE

COUNTY agrees to maintain the following insurance coverage during the term of this Agreement:

A. Workers' Compensation:
COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employer Liability (Coverage B) including Occupational Disease with limits of 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 of its obligations hereunder. This coverage shall have a limit of liability not less than $2,000,000 per occurrence combined single limit.

C. Vehicle Liability:
If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than $1,000,000 combined single limit.

SECTION VIII. RESERVED

RESERVED.

SECTION IX. TERMINATION

A. Either party may terminate this Agreement without cause upon no earlier than six (6) months advance written notice served on the other party stating the extent and effective date of termination.

B. If a six (6) month notice of termination is served on the other party, after receiving said notice of termination, COUNTY shall stop work under this Agreement on the termination date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for performance up to the date of termination in accordance with this Agreement.

C. In the event of termination, both parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, except for **SECTION VI**, each party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the CITY will remain responsible for payment to the COUNTY for any services provided under this Agreement prior to the termination date.

SECTION X. 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, pandemics, or other similar acts, such party shall not be held liable for such failure to comply.

SECTION XI. 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 Council. Any amendments will be presented to CITY's CITY Manager, or designee, prior to CITY's CITY Council approval.

This Agreement, including any attachments, 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.

Except for changes to a CITY's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or their designee, and an authorized representative of the CITY. The only exception to this requirement applies to updates to the CITY's contact information, which may be made through simple email confirmation from the CITY.

SECTION XII. SEVERABILITY

Each paragraph or provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION XIII. NO THIRD-PARTY BENEFICIARIES

This Agreement between the parties 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.

SECTION XIV. 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, religions creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or gender identity in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, 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.).

SECTION XV. DISPUTE RESOLUTION AND VENUE

A. The parties shall attempt to resolve any disputes amicably at a working level as set forth in **SECTION IV(B)**. If that is not successful, the dispute shall be referred to the senior management of the parties.

B. Prior to filing any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

C. 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.

SECTION XVI. 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 the parties without the prior written consent of the other Party. CITY and COUNTY hereby agree with the full performance of the covenants contained herein.

SECTION XVII. 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.

SECTION XVIII. CONTRACT SUM

The CITY will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the COUNTY and set forth in the current **ATTACHMENT B**.

The rates indicated in the **ATTACHMENT B** form will be readjusted by the COUNTY annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the COUNTY.

The CITY will be billed based on the current service level described in the latest **ATTACHMENT A, FISCAL YEAR 25/26-27/28 SERVICE REQUEST FOR THE CITY OF SAN JACINTO.**

The cost of any additional services requested and provided under the Agreement and not set forth in **ATTACHMENT B** will be determined by the COUNTY in accordance with the policies and procedures established by the COUNTY.

SECTION XIX. PAYMENT PROCEDURES

The COUNTY, through the Department of Animal Services, will submit a summary invoice covering all services performed quarterly to the CITY within ten (10) calendar days after the closing of each quarter. The CITY will pay the COUNTY for all undisputed amounts within thirty (30) calendar days after the date of the invoice.

If payment is not delivered to the COUNTY office described on the invoice within sixty (60) days after the date of the invoice, the COUNTY is entitled to recover interest on the unpaid amount at the rate specified below in this **Section XIX**.

For all disputed amounts, the CITY will provide the COUNTY with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.

SECTION XX. NOTICES

Each Party shall designate a Primary Contact, as identified in **ATTACHMENT A**, Service Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and in **ATTACHMENT A** and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid.

Notices to the County of Riverside must be addressed as follows:

COUNTY
County of Riverside Department of Animal Services Director
6851 Van Buren Boulevard
Jurupa Valley, CA 92509

Notices to the CITY must be addressed to the contact person listed on the most recent SLR on file and/or the current CITY Official or CITY Manager.

SECTION XXI. DEFINITIONS

A. "Altered or Unaltered" An Altered animal has undergone a surgical sterilization procedure, spay (female) or neuter (male) for dogs or cats and is incapable of reproduction. An Unaltered animal has not been sterilized.

B. "Available" means an animal eight (8) weeks of age or older that at 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.

C. "Care" includes, but is not limited to, providing necessary and prompt veterinary care, adequate nutrition and water, shelter, and humane treatment, or transfer of animal to the appropriate agency as defined in Civil Code 1834 and 1846.

D. "Euthanasia" is a non-preferred option and is to be used as a last resort when deemed there is no other outcome for an animal. When the decision has been made to euthanize, it is done with the highest degree of respect, and with an emphasis on making the euthanasia process as painless and distress free as possible. Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such an animal is not reclaimed by the animal's owner and cannot be placed through adoption or rescue by COUNTY. Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Except as provided in Food and Agricultural Code, subdivision (b), Section 31108 and subdivision (c) of Section 31752, newborn animals that need maternal care and have been impounded without their mothers may be euthanized without being held for owner redemption or adoption. Further:

i. Only euthanasia methods approved by the Association of Shelter Veterinarians shall be used.

ii. Pre-euthanasia sedation or anesthesia shall be provided in the professional judgment of the veterinarian conducting or providing oversight. The interests of the animal will be given equal consideration whether the animal is individually owned or not, regarding providing pre-euthanasia sedation or anesthesia.

iii. The COUNTY will provide ongoing professional training on the latest methods and material available for euthanasia and effective management of compassion fatigue for all personnel as described within, but not limited to, the American Veterinary Medical Association's Guidelines for the Euthanasia of Animals.

iv. The COUNTY will conduct euthanasia in areas that are isolated from other activities, where possible, to minimize stress on animals and to provide staff with a professional and dedicated work area and incorporate the recommendations for a well-designed euthanasia space as recommended by the American Veterinary Medical Association.

v. 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.

E. "Healthy" means and include all dogs and cats eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or a congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

F. "Impounded." Having been received into custody of any animal control center, animal control officer, animal control vehicle, or peace officer duly authorized by the County of Riverside to receive such animal.

G. "Potentially Dangerous" Any animal which has once actively pursued, attacked, bitten, or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another person engaged in a lawful activity. Any animal which has once attacked, bitten, or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another animal. Any animal which is found actively pursuing livestock, poultry, dogs, cats or animals.

H. "Substantial injury" means a substantial impairment of the physical condition of a person or animal which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery.

I. "Dangerous" Any animal which has twice within a forty-eight (48) month period in two separate incidents has actively pursued, attacked, bitten or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another person or animal engaged in a lawful activity. Any animal which has once attacked, bitten, or otherwise caused injury to a person or animal engaged in lawful activity, resulting in death or

substantial injury; Any animal which has been previously declared a potentially dangerous animal and the owner/custodian has failed to restrain the animal as so directed; or any dog which has been declared a "potentially dangerous dog" as defined by California State Law during any legal hearing process.

J. "Vicious" means any animal which, when unprovoked, in an aggressive manner, inflicts injury on or kills a human being or animal. Any animal previously determined to be and currently listed as a potentially dangerous dog which after its owner or keeper has been notified of this determination, continues that behavior described in Section 31062 of the Food and Agricultural Code or is maintained in violation of Section 31641, 31642, or 31643 of the Food and Agricultural Code.

SECTION XXII. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the attachments and schedules hereto.

SECTION XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all Parties.

SECTION XXIV. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any party of any breach or violation by another party of any provision of this Agreement or of any right or remedy permitted the waiving party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and every remedy shall be in addition to every other remedy granted in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XXV. INDEPENDENT CONTRACTOR

The COUNTY is acting as an independent contractor to the CITY under this Agreement. Each party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another party to this Agreement.

SECTION XXVI. RESERVED.

SECTION XXVII. AUTHORIZATION WARRANTY

A. The CITY represents and warrants that the person executing the Agreement for the CITY is an authorized agent who has actual authority to bind the CITY to each term, condition, and obligation of the Agreement and that all requirements of the CITY have been fulfilled to provide such actual authority.

B. The COUNTY represents and warrants that the person executing the Agreement for the COUNTY is an authorized agent who has actual authority to bind the COUNTY to each term, condition, and obligation of the Agreement and that all requirements of the COUNTY have been fulfilled to provide such actual authority.

SECTION XXVIII. COOPERATION, FURTHER ACT

The parties shall cooperate fully with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

(Signature Provisions on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County of Riverside, on behalf of its Department of Animal Services, a political subdivision of the State of California

~~V. Manuel Perez, Chair~~ MARY MARTIN
~~Board of Supervisors~~ DIRECTOR

Date: 2/9/2026

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
DEPUTY

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

CITY:

San Jacinto, a General Law City

Robert A. Johnson
City Manager

Date: 1/6/2026

ATTEST:

By: _____
Julia Espinoza
City Clerk

APPROVED AS TO FORM:
Craig Hayes
City Attorney

By: _____

DEC 1 6 2025 3.67

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES
DESCRIPTION OF STANDARD FIELD SERVICES
EXHIBIT A

At the election of the CITY the County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following animal field services for the CITY of SAN JACINTO ("CITY"):

A. PROVISION OF FIELD SERVICES

The COUNTY will provide the services set forth below in accordance with regulations and provisions, found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), except as otherwise agreed to by the Parties in **ATTACHMENT B**, Service Request.

The COUNTY will inform the CITY of any proposed changes to Ordinance Nos. 534, 560, 630, 716, 771, and 878 with as much advance notice as practical, with the intention of providing the CITY with an opportunity to submit input to the COUNTY and the COUNTY related to the proposed changes. The COUNTY will notify the CITY of the passage of any change to Ordinance Nos. 534, 560, 630, 716, 771, and 878 by the County Board of Supervisors as soon as practical.

The COUNTY will provide the minimum required animal control resources and services for the CITY based on an average number of calls for service. Services consist of COUNTY personnel performing a variety of tasks utilizing appropriate equipment. The animal field services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **Field Service Assistance**: Respond to all calls for field service assistance pursuant to the priority of calls as described in **Section E** below.

2. **Impoundment**: Impound dogs and livestock found at large and collect such impound fees as established in the appropriate CITY municipal code.

3. **Proper Care and Treatment**: Provide humane care and treatment to any stray or abandoned animal impounded by field personnel in accordance with State of California ("State") laws and regulations.

4. **Animal Bites**: Investigate reported bites by animals. COUNTY shall respond to all reposed bites by dogs, cats, or by suspected rabid or wild animals. COUNTY will interview bite victims to the extent possible. COUNTY shall only be responsible for administrative proceedings resulting therefrom.

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 State law, and COUNTY policy. Shelter quarantine will be at the discretion of the COUNTY.

6. **Stray and Barking Animal (Nuisance) Complaints**: Respond to and process nuisance complaints, including stray and barking animal complaints. COUNTY shall only be responsible for administrative enforcement proceedings resulting therefrom.

7. **Dead Animals**: Remove dead animals from the public right-of-way except in such cases where an animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State Department of Transportation by telephone, facsimile, email or other means.

8. **Return of Animals in the Field**: Field personnel, including officers employed by CITY, shall make a best effort to return any lost/stray animal impounded in the field to the rightful owner. Best effort includes but is not limited to:

    i. Checking for identification
    ii. Scanning the animals for a microchip
    iii. Canvassing the area to attempt to find the owner
    iv. Equipment necessary to fix common problems such as broken fences with permission from the resident
    v. Post a minimum of three signs

9. **Kennels and Catteries**: COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.

10. **Issuance of Warnings and Citations**: Enforce all appropriate provisions of CITY's municipal code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. COUNTY shall only be responsible for administrative enforcement proceedings resulting therefrom.

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 per **Section E** below.

12. **Field Services Related to Canine Licenses**: The COUNTY shall verify canine license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of the officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control

investigations to ascertain the number of unlicensed dogs, to license such dogs, and to foster compliance with CITY's municipal code.

13. **Wildlife**: COUNTY will not impound free roaming wildlife unless it is a danger to the community, sick, injured, or part of an animal cruelty or animal bite case.

14. COUNTY will perform humane investigations of suspected animal neglect and cruelty and will be responsible for investigation, citation, and preparing materials for prosecution.

15. COUNTY and CITY will work together on educational outreach, promotion of spay/neuter and vaccination clinics, owner surrender assistance programs, responsible pet ownership, adoption programs and other activities to reduce impounds and increase live outcomes. CITY will provide two (2) vaccine clinic(s) at no charge to the resident per year, and two (2) spay/neuter clinic(s) at no charge to the resident per year, at CITY'S expense. CITY may decide to hire COUNTY to provide this service, if available, or seek a separate vendor.

16. In case of a disaster, COUNTY and CITY will work collaboratively on animal needs and communication as it is related to rescue, response and recovery efforts.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the San Jacinto Valley Animal Campus, or other COUNTY operated shelter at the COUNTY's discretion, as set forth in **EXHIBIT B**.

C. PROVISION OF VEHICLES AND RADIO EQUIPMENT

COUNTY shall provide animal control vehicles and equip them 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. The COUNTY shall fuel and maintain said vehicles.

D. 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 of having 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.

E. PRIORITY OF FIELD SERVICES

a. **"Services"** are those enforcement activities rendered by COUNTY pursuant to COUNTY Ordinance and/or the relevant sections of CITY's municipal code, as indicated in **ATTACHMENT B** and related State law and are assembled for into two categories: emergency and non-emergency.

b. **"Priority Ranking"** refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for a relay to the Animal Control Officer. If a call is exceptional," as set forth in **Section F** below, it shall be referred to the supervisor for evaluation and response.

c. The following definitions of "Regular Service Hours", "Limited-Service Hours", and "Holidays" are intended to identify the broad time frames during which specific levels of service will be provided.

d. **"Regular-Service Hours"** are between the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.

e. **"Limited-Services Hours"** are the between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on Holidays.

f. **"Holidays"** are those days as established by the COUNTY and the CITY where the CITY or COUNTY is closed for service on a business day that would otherwise be a regular service day.

g. Field service activities shall be performed daily and generally based on both the Priority Ranking and the time a call for service is received in accordance with this Agreement. All calls involving imminent danger shall 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 Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by COUNTY. COUNTY shall provide a means for responding to calls for service that take place during Limited-Service Periods which are of an urgent nature pursuant to this **ATTACHMENT A,** Field service personnel may be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.

h. The COUNTY shall respond to 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 herein. 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.

i. 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 require immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited-Service Hours that are not of an urgent 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 will then be scheduled for response in accordance with **EXHIBIT A**.

j. **Calls Considered Emergencies to be Handled Without Delay**:

1. Animals endangering the health or safety of the community
2. Police Department requests for service
3. Sick or injured stray animals
4. Animals in distress
5. Humane investigations that are life threatening. (Depending on immediate circumstances)

k. **Calls Considered Non-Emergency to be Handled during Regular Service Hours**:

1. Pick-up confined, healthy- not sick or injured, stray-animals
2. Dead animal removal
3. Quarantine investigations
4. Leash law enforcement
5. Nuisance animal investigations
6. Permit investigations

F. EXCEPTIONS

The Director of the Department of Animal Services, or their designee, may, on a case-by-case basis, authorize variations of priority when circumstances require.

G. LICENSE FEES (Riverside COUNTY Ordinance No. 630, Section 2 - MANDATORY DOG LICENSING AND VACCINATION)

Licenses shall be issued upon receipt of all licensing requirements including 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.

H. RABIES VACCINATION CERTIFICATE DATA

Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's database after the data has been reviewed for inconsistencies. Reminders of licensing requirements shall be automatically generated and emailed or mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations.

Remittance options include on the COUNTY's website www.rcdas.org or in person at a COUNTY shelter location. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY owners can verify the status of their animal's license by telephone or going to https://riversidecounty.docupet.com.

I. COLLECTION OF LICENSE FEES

CITY authorizes COUNTY to issue and collect the fees for canine licenses. All fees collected for canine licenses shall be accounted for by the COUNTY and the COUNTY shall credit the net amount of license fees collected on a quarterly basis and be calculated on the applicable invoice.

J. SERVICE PLANS

CITY may elect one of two service plans for field services provided by the COUNTY. (**ATTACHMENT A**)

1. Standard Service Plan

The Standard Service Plan provides the number of Animal Control Officers, as determined by the County, to allow for the provision of field services to the CITY five (5) days/week – Monday through Friday- Nine (9) hrs./day – between the hours of 7:30am-5:00pm, with dispatching and after-hours emergency service 24 hours per day, seven days per week.

2. Extended Service Plan

The Extended Service Plan provides the number of Animal Control Officers to allow for providing field services to the CITY seven (7) days/week – Monday through Sunday – nine (9) hrs./day - between the hours of 7:30am-5:00pm, as indicated by the CITY in **ATTACHMENT A**, dispatching and after-hours emergency service 24 hours per day, seven days per week.

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES
DESCRIPTION OF STANDARD SHELTER SERVICES
EXHIBIT B

At the election of the CITY, 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 SAN JACINTO ("CITY").

A. PROVISION OF SHELTER SERVICES

All COUNTY shelters are open admission shelters and are required to accept all stray or abandoned animals from the COUNTY's area(s) of responsibility. The COUNTY maintains four (4) animal care shelters that accept stray or abandoned animals. The COUNTY also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or abandoned animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to requested euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended to reunite the animal with an identified owner or for other reasons.

The COUNTY is committed to providing appropriate and safe housing for all animals accepted into the COUNTY'S care. The COUNTY is required by law to provide necessary and prompt veterinary care, nutrition, and shelter, and treat them kindly. Medical care may be provided by COUNTY staff or, at COUNTY'S sole discretion, outsourced to a contracted veterinarian.

B. COUNTY ANIMAL SHELTER

1. All animals collected in the field within the boundaries of the CITY or determined to have originated from within the boundaries of the CITY may be housed at a COUNTY animal shelter. Admitted animals will be vaccinated, microchipped, and provided necessary and prompt medical care, food, water, and shelter. The COUNTY may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal shelter to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

2. The COUNTY will make reasonable attempts to house animals from the CITY at the animal shelter closest to the CITY. The nearest animal shelter to the CITY will be designated as the primary animal shelter. There may be circumstances in which the Department will house animals collected from the CITY at an alternate location.

3. The COUNTY shall be responsible for the operation and maintenance of the COUNTY shelters and the care of the animals.

4. The COUNTY shall maintain hours of operation at the Shelter to provide maximum

public access to the animals, to the extent possible.

C. STANDARD SHELTER SERVICES

Riverside County Animal Services shelters shall include the following activities and services:

1. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.

2. Providing food, water, shelter, enrichment, and medical care for animals in the Department's care.

3. Holding stray animals and attempting to reunite them with their owners.

4. Assisting pet owners with alternatives to relinquishment by connecting them with resources for pet retention. Accepting unwanted animals surrendered by their owners if there is no other alternative.

5. Making the best efforts to find new adoptive homes for domestic animals and livestock.

6. Quarantine and observation of animals for rabies and/or at the direction of the Department of Public Health.

7. Working with wildlife rehabilitators to rescue sick and injured wildlife.

8. Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters.

9. Holding animals that are the subject of criminal investigations or other legal or administrative proceedings.

10. 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.

11. Provide necessary and prompt veterinary care.

12. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing each animal that is euthanized and the reasons for such euthanasia.

13. Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations.

14. Filing annual reports to the State of California as required by law.

15. Proper disposal of dead animals at the rate as set forth in **ATTACHMENT B**, Payment Provisions.

16. Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes.

17. Maintaining regular hours of operation for the public.

D. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals:** COUNTY will 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 own 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 an animal is not reclaimed by the animal's owner and is unable to be placed through adoption or rescue by COUNTY. 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 and 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.

9. **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.

10. **Animals Surrendered by their Owners:** Owner surrenders will be impounded on a case-by-case basis. Pet Support or pet retention programs will be offered to assist the owner with keeping their pet. CITY shall direct their constituents to consult with COUNTY to surrender their pet. CITY shall not accept owner surrenders in the field prior to the constituent consulting with the COUNTY.

12. **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.

13. **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.

14. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags, tattoos, and scanned for microchips by qualified Shelter staff within one (1) hour of arrival at 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 to reunite animals in the field.

15. **Incoming Animal Examinations/Assessments:** Examinations of impounded

animals 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 assessments 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. Microchip administered if none found
g. Establish unique identifier for the animal
h. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.

16. **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.

17. **Adoption:** Animal identified as being available for adoption shall be up for adoption in the shelter or off-site locations or by posting online.

18. **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.

19. **Microchipping:** In accordance with 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.

18. **Community Adoption Partners:** COUNTY shall comply with F & A Code Sections 17006, 31108, and 31752 that provide (subject to Section 17006) that a stray dog or cat that is impounded shall, before 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

before the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with an animal rescue 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 the 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.

19. **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.

20. **Community Cat Program ("CCP"):** 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 the cat has recovered, it will be returned to place of origin.

21. **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.

22. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staff shall include 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 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.

23. **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.

24. **CITY Access:** COUNTY shall provide access to the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.

25. **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.

26. **R.E.A.R.S.:** REARS is the system that has been developed to perform animal rescue, evacuation, sheltering, care and welfare of domestic and livestock animals within Riverside County during times of disaster or extraordinary emergencies. The REARS Team is dedicated to carrying out the operational tasks of rescuing, evacuating, sheltering and caring for animals during emergencies and is made up of local government animal welfare staff and volunteers trained in animal rescue and emergency animal care. This cadre of trained individuals is supervised, during incidents, by Riverside County Department of Animal Services management staff.

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. **Pet Support Services Program:** The COUNTY's Pet Support Program services are activities that go beyond providing housing for dogs and cats and have the effect of keeping pets out of the Shelters and in homes and healthy environments. This strategy allows the COUNTY to manage and reduce the flow of both owned pets and stray animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the COUNTY's pet support services staff provides counseling to pet owners or connects them with resources such as free pet food and supplies, medical vouchers, and other critical resources all intended to help keep pets with their families. This human/pet assistance program is funded almost entirely through donations and grants received by the COUNTY.

This program has reduced the number of surrendered animals admitted to the COUNTY's care centers to those who have no other opportunity for rehoming. This is reducing the costs that are associated with sheltering cats and dogs.

A. Components of Pet Support Services:

- Community Engagement is key to successfully employing this program, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.

- The COUNTY encourages people who have found stray animals to attempt to reunite the pets with their families. The COUNTY also encourages residents to allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the COUNTY will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.

- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the COUNTY, as will animals that are sick or injured.

29. **Healthy Pet Zone:** COUNTY aids the public in times of crisis on a case-by-case basis that includes access to veterinary care and temporary boarding. CITY must refer public to COUNTY for program assistance.

30. **Individual Animal Licensing Services:** Adult dogs four months of age and older are required by State law to have individual licenses. The CITY may request that the Department enforce licensing requirements in the CITY as described in **ATTACHMENT A**. The CITY may adopt the COUNTY's fees for individual animal licenses or set its own fees as permitted in **ATTACHMENT A.**

    License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the CITY. Fees from licenses collected will be credited to the CITY monthly in arrears.

The COUNTY's animal licensing services include:

a. Issuing animal licenses for pets as requested by the CITY;

b. Processing license applications, payments, and information changes;

c. Issuing license renewal notices;

d. Assessing and collecting fees, penalties, and other financial remittances;

e. Maintaining a database for animal licensing, records of calls for service, and actions taken; and

f. Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

31. **Kennel and Cattery Licensing:** The Department's Kennel and Cattery Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under COUNTY Ordinance. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public.

The COUNTY retains kennel license fees to offset the cost of annual inspections and related

administrative costs. Staff time for licensing and inspections is not billed to the CITY. However, investigations in response to complaints about activities at a licensed location are conducted by Animal Control Officers based in the COUNTY's animal shelters and are billed in accordance with **ATTACHMENT B,** City/County Service Rates.

This program includes:

a. Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities.
b. Follow-up inspections of animal facilities as necessary.
c. Collection of license fees to offset the cost of services; and
d. Documentation and maintenance of records as necessary.

E. CONTRACT CITY REQUIRED SERVICES

1. **Vaccination and Microchip Clinics**: California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers and in the unincorporated areas of the County. Pursuant to this agreement and **ATTACHMENT A**, CITY shall fund two (2) vaccination and microchip clinics, within the CITY's jurisdiction, per FY. The following services will be provided by the COUNTY:

   a. Providing or assisting in arranging for low-cost vaccinations and microchips;
   b. Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
   c. Licensing animals vaccinated at the clinic; and
   d. Assisting jurisdictions in promoting these community-based clinics.

2. **Spay/Neuter Clinics:** Pursuant to this agreement and **ATTACHMENT A**, the CITY shall fund two (2) Spay/Neuter clinic(s), within the CITY's jurisdiction, per FY.

   a. To help fund these events the CITY may elect to contribute $5.00 per altered and unaltered dog license to the **Spay/Neuter Trust**. Participation in the Spay/Neuter Trust will allow the CITY to offer low-cost or free spay/neuter programs for the CITY's residents who wish to have their pets spayed or neutered. The COUNTY staff will work with the shelter and mobile clinics to assist qualified residents in obtaining spay/neuter services.

F. Records

Upon reasonable notice, the COUNTY will make available to authorized representatives of the CITY, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity,

or other record relating to the Agreement. The CITY must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available to the CITY from the COUNTY monthly:

a. Dogs and/or Cats Impounded
b. Animals Returned to Owners
c. Dogs and/or Cats Abandoned
d. Special Admission Dog & Cat
e. Other Animals Impounded
f. Quarantined Dogs and/or Cats
g. Special Admission of Other Animals
h. Private Veterinarian (Outside Medical Expense)
i. Dead Animal Pick Up Requests
j. Types of Calls for Service
k. Location of Admission

In accordance with **SECTION III**, the COUNTY will provide up to 12 hours of staff time annually for producing special reports to the CITY at no cost. Additional staff time will be charged to the CITY at the current reimbursement rate for applicable staff time.

ATTACHMENT A

FISCAL YEAR 25/26-27/28 SERVICE REQUEST FOR THE CITY OF SAN JACINTO

1. Services

The level of animal care center service that the CITY requests and the COUNTY agrees to is (select the options below):

☒ Field Services

☐ If CITY elects to provide CITY Animal Control Services, CITY shall agree to have CITY Animal Control Officers trained and implement the return in field program as described in **EXHIBIT A – A.8 8. Return of Impounded Animals.** The CITY shall provide the tools necessary to perform these duties. COUNTY shall provide training to CITY personnel for this purpose.

☒ Shelter Services

CITY's Animal Services contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

2. Field Services

The level of field service that the CITY requests and the COUNTY agrees to: (select one of the three options below):

a. Standard Service Plan
b. Extended Service Plan (check all applicable boxes below)
c. Administrative Compliance (Post Hearing compliance checks)

X	**Standard Service Plan**	
COUNTY provides service to the CITY five (5) days/week – Mon.-Fri. – Nine (9) hrs./day 7:30am-5:30pm COUNTY provides after-hours emergency service.		
	Extended Service Plan	
COUNTY provides service to the CITY five (5) days/week – Mon.-Fri. – Nine (9) hrs./day 7:30am-5:30pm COUNTY provides after-hours emergency service.		
Weekend days and holidays (please identify days and hours):		
Humane Investigations – as needed		Included billed hourly.
Administrative Investigations – as needed (Potentially dangerous/vicious Dogs)		Included billed hourly.
X	**Administrative Compliance (Post Hearing compliance checks)**	

CITY's Animal Services Field contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

3. Animal Licensing

☒ The CITY agrees to have the COUNTY provide individual animal licensing and has adopted the COUNTY fees outlined Riverside County Ordinance No. 630.

☐ The CITY agrees to have the COUNTY provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Dog Licenses	1-Year Fee	2-Year Fee	3-Year Fee
Altered Dog			
Unaltered Dog			
Senior Altered Dog			
Cat Licenses (Voluntary)			**1-Year Fee**
Voluntary Cat			

Current license fees adopted by the CITY on December 14, 2023

CITY's Animal Licensing contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

4. Outreach and Enforcement Services

Please make a selection for each of the options below:

i. Animal Facility Inspection and Licensing (Costs included in County costs - not billed)

☒ The CITY requests that the COUNTY license animal-related facilities (including inspection) in the CITY.

☐ No animal facility licensing services - the CITY will conduct its own licensing program for animal-related facilities. (Please provide contact information below.)

CITY's Animal Facility contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

A. Vaccination/Microchip/Licensing Clinic(s)

Based on the CITY's population, the CITY, at the CITY's expense, shall provide for a minimum of two (2) vaccination/microchip/Licensing clinic(s) per fiscal year. The CITY requests that the COUNTY provide or assist in arranging for clinics in the CITY, utilizing Department personnel at the applicable rate for staff time.

☒ The above requirement for CITY to fund Vaccination/Microchip/Licensing Clinic(s) is acknowledged by the CITY

B. Spay/Neuter Clinic(s)

Based on the CITY's population, the CITY, at the CITY's expense, shall provide for a minimum of two (2) Spay/Neuter clinic(s) per fiscal year. The CITY requests that the COUNTY provide or assist in arranging clinics in the CITY, utilizing Department personnel at the applicable rate for staff time.

☒ The requirement above to fund the number of Spay/Neuter Clinic(s) listed above is acknowledged by the CITY

☐ CITY elects to participate in the Spay/Neuter Trust to allow residents access to low-cost spay/neuter services.

☐ No participation in the Spay/Neuter Fund.

5. Enforcement of COUNTY Ordinances

☒ The CITY agrees to the enforcement of Ordinance No. 630 - Regulating the keeping and control of dogs, cats, and other animals and providing for the control and suppression of rabies with no exceptions.

☐ The CITY agrees to the enforcement of Ordinance No. 630 - Regulating the keeping and control of dogs, cats, and other animals and providing for the control and suppression of rabies with the following pre-approved exception(s):

(please mark all that apply)

☐ **Ordinance No. 630 - SECTION 12**. - Mandatory Spaying and Neutering. The CITY does not require the spay/neuter of:

- ○ Dogs
- ○ Cats

☐ **Ordinance No. 630 - SECTION 13**. - Mandatory Microchipping. The CITY does not require microchipping of:

- ○ Dogs
- ○ Cats

☐ **Ordinance No. 630 - SECTION 5**. – Number of dogs and cats. The CITY allows for the following maximum number of animals per household:

	Dogs
	Cats
	Total Dogs/Cats

☐ **Ordinance No. 878 - SECTION 5**. – Noisy Animal Complaints. The CITY will conduct CITY noise complaints.

CITY's Noise Complaint contact information (if applicable):

Name: _____

Telephone: _____

Email: _____

6. List of City Municipal Codes

Please list individual municipal code sections to be enforced by the COUNTY. (Please ensure your municipal code contains adequate enforcement authority.)

City Code Number	City Code Section Title	County Approved	County Not Approved
	Title 6 Animals		

7. Annual/Amended Service Request Approval (As Needed)

ATTACHMENT B

COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICES
CITY/COUNTY SERVICES RATES

A. Billing Period

These billing rates are effective from July 1, 2025, through June 30, 2028.

B. Billing Rates

Based on CITY's needs and System Impact	
Shelter Services FY25/26: FY26/27: FY27/28	 $718,792 $908,764 $1,035,411
Field Services FY25/26: FY26/27: FY27/28:	 $293,960 $316,186 $331,996
Additional Administrative Services	
Leadership Attendance at meetings in excess of contract allowance	1. Director = $185.03/Hour 2. Assistant Director = $153.72/Hour 3. Deputy Director = $142.43/Hour
Production of reports in excess of contract allowance	Analyst = TBD/Hourly
Animal Control Officer in excess of contract allowance – Investigations/court appearances	1. Commander = $109.26/Hour 2. Lieutenant = $76.53/Hour 3. Sergeant = $68.62/hour 4. Animal Control Officer = $56.62/Hour
Spay/Neuter Trust	
Spay/Neuter Trust	$5.00 per animal License

Rates Methodology

Cities are financially responsible for the care of animals impounded within the City's jurisdiction and the County is responsible for the care of animals impounded within the County's jurisdiction. When a city contracts for services, it can save by sharing resources with the County and other contracted cities.

The existing County/City contract rates model is complex, and administrative staff, county and city, are required to invest a significant amount of time preparing, reviewing, discussing and justifying billing for each of the contract cities, monthly. The current methodology also does not allow the agencies to budget for the cost of shelter services provided since they are based on the incoming animals and length of stay. The unpredictability of these shelter costs can cause a burden on contracting cities, making it hard for them to budget and pay timely. This can also cause a burden on the County in collecting these revenues. It also does not incentivize the agencies to promote animal licensing, spay or neutering of the animals, adoptions or other revenue generating activities within their jurisdictions.

The County has gone away from a per animal methodology for shelter services and developed a "Piece of the Pie" billing methodology, where each city's contribution is based on its proportional impact to the County shelter system. The impact is calculated using a variety of factors. By distributing costs based on actual usage and demand, this approach ensures fair allocation of expenses while promoting engagement and efficient resource management. Animal Control and Sheltering costs are generally driven by:

Field Services	**Shelter Services**
a. Calls for service	a. Average Length of Stay
b. Time to complete a service call	b. Number of Impounds
c. Staff	c. Staff
d. Administration	d. Program expenses
e. Support Services	e. Administration
f. Population	f. Support Services
	g. Facilities
	h. Population

To simplify the methodology these drivers were categorized into three (3) cost pools:

a. **Shelter Costs** to house and care for the animals;

b. **Animal Control Field Services Costs** (as applicable); and

c. **Split costs** that were allocated between the two primary categories are based on either the ratio of the shelter category costs to field category costs or based on statistics provided by Animal Services for its call center.

1. SHELTER COSTS DISTRIBUTION

The costs of providing Shelter Services were determined by using three different allocation areas, based on the RCDAS FY 24/25. These allocation areas were weighted based on the impact to shelter resources:

a. Average Impound numbers (number of animals that come into the shelter for each city and the unincorporated areas of the County – Animals/month based on 30 months or the length of the contract if less than 30 months). (30% impact weight)

b. Average Length of stay (LOS) for animals per city and the unincorporated areas of the County – LOS/month based on 30 months or the length of the contract if less than 30 months.
(50% impact weight)

c. On the human population of a city.
(20% impact weight)

Within each of the allocations, spilt costs are included. The cities and the County were assigned a percentage of the cost based on their statistic or number and the ratio to the total.

2. FIELD SERVICES DISTRIBUTION

The costs of providing field services were allocated based on the minimum number of officers required – Officer + Vehicle

a. Total field service costs are divided by the total number of officers to find the annual cost per unit.

b. Overtime, overtime holiday, and vehicle lease are excluded from the total field services costs for cities.

c. Vehicle charges are added per officer vehicle, field leadership vehicle and licensing vehicle.

Only those cities who opt for Animal Control Officer Services will be allocated their piece of the costs. Within each of the allocations, spilt costs are included.

3. SPLIT SERVICES DISTRIBUTION

These costs consist of Administration, Facilities, and Support, each uniquely supporting either shelter or field operations and were split between Shelter and Field based on the ratio of the budgeted amounts identified as either shelter or field.

By using the piece of pie methodology, with the three different allocation areas, and then weighted based on a city's impact to shelter resources, cities will be charged for their proportion of the total County animal shelter costs incurred during the fiscal year as illustrated below.

EXAMPLE:

Hypothetical animal sheltering services budget to distribute: $20,000,000

Total Average Impounds weighted @ 30% of costs = $6,000,000
Total Average Kenneling Days weighted @ 50% of total costs = $10,000,000
Total Population weighted @ 20% of costs = $4,000,000

City A has 2.9% of the average total impounds/yr.
City A has 2.5% of the average of Kenneling days/yr.
City A has a population that is 7% of the total served pop. (County + all contract Cities)

City A: (0.029 * $6,000,000) + (0.025 * $10,000,000) + (0.070 * $4,000,000) = $704,000

City A's future FY cost = $704,000

Payments of $176,000 made quarterly which will be reduced by any licensing revenue

For the contract term. City A's animal shelter budget shall follow the following three (3) year 4% fixed-rate schedule:

$704,000.00	for fiscal year 2025-2026 (contract year 1)
$732,160.00	for fiscal year 2026-2027 (contract year 2)
$761,446.40	for fiscal year 2027-2028 (contract year 3)

4. OTHER CONSIDERATIONS

A. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the County's medical staff are included in shelter costs to establish each city and the County's rate for sheltering and are not billed separately or in addition to that rate. The County reserves the right to send any animal to a private veterinary facility for examination,

treatment, and/or hospitalization as the County deems necessary in its sole and absolute discretion.

B. Billing for "Legal Hold" and Other Shelter Services:

Because the Piece of the Pie Methodology is based on average intakes, Dogs and cats that are housed for a "legal hold" and other shelter services are not billed separately. The length of stay data (from intake to disposition) for each animal will be collected for future contract negotiation purposes and can be available to a city, upon request. Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the County based on pending or anticipated criminal, civil, or administrative action.

C. Capital Improvements

Each year this contract is in effect, the County may submit to the contracted cities during the regular budget process a request for any needed capital improvements to the Shelter. Any such request shall include a description of the requested improvements and an estimate of their cost. Contracted cities shall give good faith consideration to each request; however, it is understood that capital improvements are subject to overall city budgetary priorities and funds availability, and a city shall in no event be obligated to contribute to such capital improvements. If an emergency arises relating to Shelter maintenance during the term of this contract, the County shall advise the contracted cities within forty-eight (48) hours so that the cities may decide whether to take appropriate action.

D. Level of Field Service

a. **Level of Service Specified.** The County shall provide all enforcement services at the minimum level based on an average number of calls to that city.

b. **Variation in Level of Service**. Variations in the level of service shall be made by amendment as provided for in Section XI of this Agreement, and under the following terms.

i. If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of Service as soon as practicable.

ii. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

E. Cost Offsets

A contracted city will receive credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the city for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

A city will not receive any credit for adoption fees (whether paid by an individual or an organization).

F. Revenues

Revenues are applied to reduce the costs for shelter and field services.

AGREEMENT FOR ANIMAL FIELD AND SHELTER SERVICES BETWEEN THE CITY OF SAN JACINTO AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL FIELD AND SHELTER SERVICES ("Agreement") is made and entered into as of July 1, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and the CITY OF SAN JACINTO, a General Law City ("CITY"), together known as the "parties", and individually as a "party".

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal field and shelter services for the purposes of safeguarding the health and safety of the CITY'S population and the health and safety of its domestic animals, pursuant to the provision of field and animal sheltering services, and as described in this Agreement; and

WHEREAS, CITY desires to promote the humane treatment of animals and remains a committed partner with the COUNTY; and

WHEREAS, COUNTY has the personnel and experience to provide such services and is willing to enter this Agreement with CITY for the provision of such services, subject to the terms and conditions for compensation as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the parties mutually agree as follows:

SECTION I. OBLIGATION OF PARTIES

A. RECITALS:

1. The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. COUNTY Obligations:

1. COUNTY shall provide field and shelter services within the corporate limits of CITY, as outlined in **EXHIBITS A** and **B**, attached hereto and incorporated herein by this reference, and more specifically as selected by CITY in **ATTACHMENT A**, attached hereto and incorporated herein by this reference.

C. CITY Obligations:

1. CITY shall reimburse COUNTY for the services performed and the expenses incurred, as set forth in **ATTACHMENTS A** and **B**, using the Rates Methodology as set forth in **ATTACHMENT C** of this Agreement

2. In order to harmonize the terms of this Agreement with the provisions of the CITY's municipal code and for COUNTY to provide the full scope of services to CITY under this Agreement, within six months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of the regulations,

provisions, and rates found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinances, from time to time. COUNTY shall provide the verbatim language to the CITY that shall be adopted into CITY's municipal codes. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction and retains the right to exclude or modify the verbatim language of the County's Animal Control Ordinances.

3. CITY shall agree to providing contract required clinics with COUNTY pursuant to **ATTACHMENT A.**

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from July 1, 2025, and shall terminate on June 30, 2028, unless terminated earlier as provided herein under **SECTION IX** of this agreement.

SECTION III. PERFORMANCE OF CONTRACT

A. In performing services under the Agreement, COUNTY will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.

B. Nothing in the Agreement prohibits CITY from providing, at CITY's expense, additional resources for the COUNTY to utilize in its performance of the services.

C. Any use of special supplies, stationery, notices, or forms, other than standard COUNTY format, must be approved by the Director of the Department, or their designee, and supplied by CITY at its own cost.

D. If requested, the COUNTY will make its best efforts to attend one (1) in-person meeting with CITY, up to three (3) hour duration per quarter at no charge to the CITY. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the COUNTY. CITY will pay the hourly rate listed in **ATTACHMENT B** for any additional hours of the COUNTY's contract management staff's time at meetings requested by CITY. Due to the lack of availability of meeting space in COUNTY facilities, the CITY will provide a mutually agreed upon meeting space and location, or virtual meeting link, for virtual meetings.

E. If requested, the COUNTY will make its best efforts to coordinate a virtual meeting once per month at no charge to CITY. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the COUNTY. CITY will pay the hourly rate listed in **ATTACHMENT B** for any additional hours of COUNTY representatives' time at meetings requested by the CITY.

F. If requested, COUNTY will make its best efforts to send representatives to the CITY's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the COUNTY is needed. The COUNTY will only attend these meetings to the extent that resources and capacity will allow.

G. The COUNTY will make available upon request, at no charge to the CITY, the reports pursuant to **EXHIBIT B**, at the intervals indicated in that attachment. For any additional reports that are not included in **EXHIBIT B**, or those requested at more frequent intervals, the COUNTY will account for the hours of staff time required to produce the reports. The COUNTY will provide, at no charge to the CITY, up to 12 hours of staff time annually for any additional requested reports. The CITY will be responsible for any excess hours at the current billing rate for staff time, as listed in **ATTACHMENT B.**

SECTION IV. ADMINISTRATION OF PERSONNEL

A. The COUNTY will control all aspects of the services provided by the COUNTY including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.

B. In the event of a dispute between the parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the CITY will be consulted and an agreement between the parties attempted. Each party must employ good-faith and best efforts to reach an agreement. If the COUNTY determination does not resolve the dispute to the satisfaction of both parties, the dispute resolution provision in **SECTION XV** shall apply.

C. All CITY employees who work with the COUNTY under the Agreement will remain employees of the CITY and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the COUNTY. No CITY employee will become an employee of the COUNTY unless by specific additional agreement which must be concurrently adopted by the CITY and COUNTY. Except as otherwise specifically set forth in the Agreement or in the attached Service Request in **ATTACHMENT A**, to the extent the COUNTY provides the CITY with animal licensing services, neither the CITY employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the COUNTY for services performed by employees of the COUNTY. The CITY shall distribute educational and outreach materials, reviewed and agreed upon by both the COUNTY and the CITY, as requested by the COUNTY.

D. For the purposes of performing services under the Agreement, and only for the purpose of giving authority for COUNTY staff to provide these services, every COUNTY officer and/or employee engaged in performing any service will be deemed to be a contracted officer while performing service for the CITY, provided the service is within the scope of the Agreement.

E. The CITY will not assume any liability for the direct payment of salaries, wages, or other

compensation to COUNTY personnel performing services under the Agreement. Except as described under **SECTION VI**, the CITY will not be liable for compensation or indemnity to any COUNTY employee or agent of the COUNTY for injury or sickness arising out of his/her employment while providing services under the Agreement.

SECTION V. DEPLOYMENT OF PERSONNEL

A. The COUNTY will determine the minimum required field personnel required to provide the services requested by the CITY.

B. The CITY agrees to complete **ATTACHMENT A**, specifying the service to be provided, which will be signed and authorized by the CITY and the COUNTY representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the Service Level Request ("SLR"), such dispute will be handled in accordance with **SECTION IV(B)** of this Agreement.

C. The COUNTY will issue annual notifications of any change to the billing rate as stated in **SECTION XVIII**. Unless the CITY changes other provisions within the most recently executed SLR, it is not necessary to execute a revised service request to reflect a billing rate change.

D. The CITY may at any time request a change in the level of service by completing a revised service request and submitting the form to the COUNTY. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the CITY and the COUNTY representative and attached to the Agreement as an amendment and the Parties acknowledge that they have delegated authority from their respective Board of Supervisors and City Council to execute amendments and the reviewed level of service. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined in the reasonable discretion of the COUNTY. The CITY is only required to submit a new service request if it wishes to revise its current services or update information listed on its existing service request. The COUNTY reserves the right to approve or disapprove requests on the service request in accordance with **SECTION IV** of this Agreement.

E. Regarding updates to contact information, the CITY is not required to submit a new service request. Email confirmation from the CITY will suffice, and the COUNTY will update the CITY's existing service request and share the revised copy with the CITY.

F. The CITY is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The COUNTY reserves the right to determine, in its sole discretion, whether the COUNTY can provide requested services not otherwise specified in this Agreement.

SECTION VI. HOLD HARMLESS/INDEMNIFICATION

A. 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.

B. 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. The CITY's obligation to defend, indemnify and hold COUNTY harmless shall be subject to COUNTY having given CITY written notice within a reasonable period of the claim or of the commencement of the related action 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 with the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

C. COUNTY shall indemnify and hold harmless the CITY, 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, 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.

D. 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 the claim or of the commencement of the related action 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.

E. The specified insurance limits required in this Agreement shall in no way limit the COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

F. This **SECTION VI** shall survive the termination of this Agreement.

SECTION VII. INSURANCE

COUNTY agrees to maintain the following insurance coverage during the term of this Agreement:

A. Workers' Compensation:
COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employer Liability (Coverage B) including Occupational Disease with limits of 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 of its obligations hereunder. This coverage shall have a limit of liability not less than $2,000,000 per occurrence combined single limit.

C. Vehicle Liability:
If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than $1,000,000 combined single limit.

SECTION VIII. RESERVED

RESERVED.

SECTION IX. TERMINATION

A. Either party may terminate this Agreement without cause upon no earlier than six (6) months advance written notice served on the other party stating the extent and effective date of termination.

B. If a six (6) month notice of termination is served on the other party, after receiving said notice of termination, COUNTY shall stop work under this Agreement on the termination date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for performance up to the date of termination in accordance with this Agreement.

C. In the event of termination, both parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, except for **SECTION VI**, each party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the CITY will remain responsible for payment to the COUNTY for any services provided under this Agreement prior to the termination date.

SECTION X. 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, pandemics, or other similar acts, such party shall not be held liable for such failure to comply.

SECTION XI. 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 Council. Any amendments will be presented to CITY's CITY Manager, or designee, prior to CITY's CITY Council approval.

This Agreement, including any attachments, 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.

Except for changes to a CITY's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or their designee, and an authorized representative of the CITY. The only exception to this requirement applies to updates to the CITY's contact information, which may be made through simple email confirmation from the CITY.

SECTION XII. SEVERABILITY

Each paragraph or provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION XIII. NO THIRD-PARTY BENEFICIARIES

This Agreement between the parties 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.

SECTION XIV. 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, religions creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or gender identity in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, 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.).

SECTION XV. DISPUTE RESOLUTION AND VENUE

A. The parties shall attempt to resolve any disputes amicably at a working level as set forth in **SECTION IV(B)**. If that is not successful, the dispute shall be referred to the senior management of the parties.

B. Prior to filing any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

C. 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.

SECTION XVI. 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 the parties without the prior written consent of the other Party. CITY and COUNTY hereby agree with the full performance of the covenants contained herein.

SECTION XVII. 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.

SECTION XVIII. CONTRACT SUM

The CITY will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the COUNTY and set forth in the current **ATTACHMENT B**.

The rates indicated in the **ATTACHMENT B** form will be readjusted by the COUNTY annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the COUNTY.

The CITY will be billed based on the current service level described in the latest **ATTACHMENT A, FISCAL YEAR 25/26-27/28 SERVICE REQUEST FOR THE CITY OF SAN JACINTO.**

The cost of any additional services requested and provided under the Agreement and not set forth in **ATTACHMENT B** will be determined by the COUNTY in accordance with the policies and procedures established by the COUNTY.

SECTION XIX. PAYMENT PROCEDURES

The COUNTY, through the Department of Animal Services, will submit a summary invoice covering all services performed quarterly to the CITY within ten (10) calendar days after the closing of each quarter. The CITY will pay the COUNTY for all undisputed amounts within thirty (30) calendar days after the date of the invoice.

If payment is not delivered to the COUNTY office described on the invoice within sixty (60) days after the date of the invoice, the COUNTY is entitled to recover interest on the unpaid amount at the rate specified below in this **Section XIX**.

For all disputed amounts, the CITY will provide the COUNTY with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.

SECTION XX. NOTICES

Each Party shall designate a Primary Contact, as identified in **ATTACHMENT A**, Service Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and in **ATTACHMENT A** and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid.

Notices to the County of Riverside must be addressed as follows:

COUNTY
County of Riverside Department of Animal Services Director
6851 Van Buren Boulevard
Jurupa Valley, CA 92509

Notices to the CITY must be addressed to the contact person listed on the most recent SLR on file and/or the current CITY Official or CITY Manager.

SECTION XXI. DEFINITIONS

A. "Altered or Unaltered" An Altered animal has undergone a surgical sterilization procedure, spay (female) or neuter (male) for dogs or cats and is incapable of reproduction. An Unaltered animal has not been sterilized.

B. "Available" means an animal eight (8) weeks of age or older that at 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.

C. "Care" includes, but is not limited to, providing necessary and prompt veterinary care, adequate nutrition and water, shelter, and humane treatment, or transfer of animal to the appropriate agency as defined in Civil Code 1834 and 1846.

D. "Euthanasia" is a non-preferred option and is to be used as a last resort when deemed there is no other outcome for an animal. When the decision has been made to euthanize, it is done with the highest degree of respect, and with an emphasis on making the euthanasia process as painless and distress free as possible. Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such an animal is not reclaimed by the animal's owner and cannot be placed through adoption or rescue by COUNTY. Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Except as provided in Food and Agricultural Code, subdivision (b), Section 31108 and subdivision (c) of Section 31752, newborn animals that need maternal care and have been impounded without their mothers may be euthanized without being held for owner redemption or adoption. Further:

i. Only euthanasia methods approved by the Association of Shelter Veterinarians shall be used.

ii. Pre-euthanasia sedation or anesthesia shall be provided in the professional judgment of the veterinarian conducting or providing oversight. The interests of the animal will be given equal consideration whether the animal is individually owned or not, regarding providing pre-euthanasia sedation or anesthesia.

iii. The COUNTY will provide ongoing professional training on the latest methods and material available for euthanasia and effective management of compassion fatigue for all personnel as described within, but not limited to, the American Veterinary Medical Association's Guidelines for the Euthanasia of Animals.

iv. The COUNTY will conduct euthanasia in areas that are isolated from other activities, where possible, to minimize stress on animals and to provide staff with a professional and dedicated work area and incorporate the recommendations for a well-designed euthanasia space as recommended by the American Veterinary Medical Association.

v. 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.

E. "Healthy" means and include all dogs and cats eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or a congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

F. "Impounded." Having been received into custody of any animal control center, animal control officer, animal control vehicle, or peace officer duly authorized by the County of Riverside to receive such animal.

G. "Potentially Dangerous" Any animal which has once actively pursued, attacked, bitten, or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another person engaged in a lawful activity. Any animal which has once attacked, bitten, or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another animal. Any animal which is found actively pursuing livestock, poultry, dogs, cats or animals.

H. "Substantial injury" means a substantial impairment of the physical condition of a person or animal which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery.

I. "Dangerous" Any animal which has twice within a forty-eight (48) month period in two separate incidents has actively pursued, attacked, bitten or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another person or animal engaged in a lawful activity. Any animal which has once attacked, bitten, or otherwise caused injury to a person or animal engaged in lawful activity, resulting in death or

substantial injury; Any animal which has been previously declared a potentially dangerous animal and the owner/custodian has failed to restrain the animal as so directed; or any dog which has been declared a "potentially dangerous dog" as defined by California State Law during any legal hearing process.

J. "Vicious" means any animal which, when unprovoked, in an aggressive manner, inflicts injury on or kills a human being or animal. Any animal previously determined to be and currently listed as a potentially dangerous dog which after its owner or keeper has been notified of this determination, continues that behavior described in Section 31062 of the Food and Agricultural Code or is maintained in violation of Section 31641, 31642, or 31643 of the Food and Agricultural Code.

SECTION XXII. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the attachments and schedules hereto.

SECTION XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all Parties.

SECTION XXIV. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any party of any breach or violation by another party of any provision of this Agreement or of any right or remedy permitted the waiving party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and every remedy shall be in addition to every other remedy granted in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XXV. INDEPENDENT CONTRACTOR

The COUNTY is acting as an independent contractor to the CITY under this Agreement. Each party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another party to this Agreement.

SECTION XXVI. RESERVED.

SECTION XXVII. AUTHORIZATION WARRANTY

A. The CITY represents and warrants that the person executing the Agreement for the CITY is an authorized agent who has actual authority to bind the CITY to each term, condition, and obligation of the Agreement and that all requirements of the CITY have been fulfilled to provide such actual authority.

B. The COUNTY represents and warrants that the person executing the Agreement for the COUNTY is an authorized agent who has actual authority to bind the COUNTY to each term, condition, and obligation of the Agreement and that all requirements of the COUNTY have been fulfilled to provide such actual authority.

SECTION XXVIII. COOPERATION, FURTHER ACT

The parties shall cooperate fully with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

(Signature Provisions on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County of Riverside, a political subdivision of the State of California on behalf of its Department of Animal Services

Form- Do Not Sign

Mary Martin, Director

ATTEST:
Kimberly Rector
Clerk of the Board

By:_____

Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By:_____

Amrit P. Dhillon
Deputy County Counsel

CITY:

San Jacinto, a General Law City

Form- Do Not Sign

Robert A. Johnson, City Manager

ATTEST:

By:_____

Julia Espinoza
City Clerk

APPROVED AS TO FORM:
Craig Hayes
City Attorney

By:_____

FORM

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES
DESCRIPTION OF STANDARD FIELD SERVICES
EXHIBIT A

At the election of the CITY the County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following animal field services for the CITY of SAN JACINTO ("CITY"):

A. PROVISION OF FIELD SERVICES

The COUNTY will provide the services set forth below in accordance with regulations and provisions, found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), except as otherwise agreed to by the Parties in **ATTACHMENT B**, Service Request.

The COUNTY will inform the CITY of any proposed changes to Ordinance Nos. 534, 560, 630, 716, 771, and 878 with as much advance notice as practical, with the intention of providing the CITY with an opportunity to submit input to the COUNTY and the COUNTY related to the proposed changes. The COUNTY will notify the CITY of the passage of any change to Ordinance Nos. 534, 560, 630, 716, 771, and 878 by the County Board of Supervisors as soon as practical.

The COUNTY will provide the minimum required animal control resources and services for the CITY based on an average number of calls for service. Services consist of COUNTY personnel performing a variety of tasks utilizing appropriate equipment. The animal field services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **Field Service Assistance**: Respond to all calls for field service assistance pursuant to the priority of calls as described in **Section E** below.

2. **Impoundment**: Impound dogs and livestock found at large and collect such impound fees as established in the appropriate CITY municipal code.

3. **Proper Care and Treatment**: Provide humane care and treatment to any stray or abandoned animal impounded by field personnel in accordance with State of California ("State") laws and regulations.

4. **Animal Bites**: Investigate reported bites by animals. COUNTY shall respond to all reposed bites by dogs, cats, or by suspected rabid or wild animals. COUNTY will interview bite victims to the extent possible. COUNTY shall only be responsible for administrative proceedings resulting therefrom.

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 State law, and COUNTY policy. Shelter quarantine will be at the discretion of the COUNTY.

6. **Stray and Barking Animal (Nuisance) Complaints**: Respond to and process nuisance complaints, including stray and barking animal complaints. COUNTY shall only be responsible for administrative enforcement proceedings resulting therefrom.

7. **Dead Animals**: Remove dead animals from the public right-of-way except in such cases where an animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State Department of Transportation by telephone, facsimile, email or other means.

8. **Return of Animals in the Field**: Field personnel, including officers employed by CITY, shall make a best effort to return any lost/stray animal impounded in the field to the rightful owner. Best effort includes but is not limited to:

    i. Checking for identification
    ii. Scanning the animals for a microchip
    iii. Canvassing the area to attempt to find the owner
    iv. Equipment necessary to fix common problems such as broken fences with permission from the resident
    v. Post a minimum of three signs

9. **Kennels and Catteries**: COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.

10. **Issuance of Warnings and Citations**: Enforce all appropriate provisions of CITY's municipal code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. COUNTY shall only be responsible for administrative enforcement proceedings resulting therefrom.

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 per **Section E** below.

12. **Field Services Related to Canine Licenses**: The COUNTY shall verify canine license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of the officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control

investigations to ascertain the number of unlicensed dogs, to license such dogs, and to foster compliance with CITY's municipal code.

13. **Wildlife**: COUNTY will not impound free roaming wildlife unless it is a danger to the community, sick, injured, or part of an animal cruelty or animal bite case.

14. COUNTY will perform humane investigations of suspected animal neglect and cruelty and will be responsible for investigation, citation, and preparing materials for prosecution.

15. COUNTY and CITY will work together on educational outreach, promotion of spay/neuter and vaccination clinics, owner surrender assistance programs, responsible pet ownership, adoption programs and other activities to reduce impounds and increase live outcomes. CITY will provide two (2) vaccine clinic(s) at no charge to the resident per year, and two (2) spay/neuter clinic(s) at no charge to the resident per year, at CITY'S expense. CITY may decide to hire COUNTY to provide this service, if available, or seek a separate vendor.

16. In case of a disaster, COUNTY and CITY will work collaboratively on animal needs and communication as it is related to rescue, response and recovery efforts.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the San Jacinto Valley Animal Campus, or other COUNTY operated shelter at the COUNTY's discretion, as set forth in **EXHIBIT B**.

C. PROVISION OF VEHICLES AND RADIO EQUIPMENT

COUNTY shall provide animal control vehicles and equip them 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. The COUNTY shall fuel and maintain said vehicles.

D. 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 of having 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.

E. PRIORITY OF FIELD SERVICES

a. **"Services"** are those enforcement activities rendered by COUNTY pursuant to COUNTY Ordinance and/or the relevant sections of CITY's municipal code, as indicated in **ATTACHMENT B** and related State law and are assembled for into two categories: emergency and non-emergency.

b. **“Priority Ranking”** refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for a relay to the Animal Control Officer. If a call is exceptional,” as set forth in **Section F** below, it shall be referred to the supervisor for evaluation and response.

c. The following definitions of “Regular Service Hours”, “Limited-Service Hours”, and “Holidays” are intended to identify the broad time frames during which specific levels of service will be provided.

d. **"Regular-Service Hours”** are between the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.

e. **"Limited-Services Hours”** are the between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on Holidays.

f. **“Holidays”** are those days as established by the COUNTY and the CITY where the CITY or COUNTY is closed for service on a business day that would otherwise be a regular service day.

g. Field service activities shall be performed daily and generally based on both the Priority Ranking and the time a call for service is received in accordance with this Agreement. All calls involving imminent danger shall 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 Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by COUNTY. COUNTY shall provide a means for responding to calls for service that take place during Limited-Service Periods which are of an urgent nature pursuant to this **ATTACHMENT A,** Field service personnel may be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.

h. The COUNTY shall respond to 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 herein. 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.

i. 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 require immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited-Service Hours that are not of an urgent 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 will then be scheduled for response in accordance with **EXHIBIT A**.

j. **Calls Considered Emergencies to be Handled Without Delay**:

1. Animals endangering the health or safety of the community
2. Police Department requests for service
3. Sick or injured stray animals
4. Animals in distress
5. Humane investigations that are life threatening. (Depending on immediate circumstances)

k. **Calls Considered Non-Emergency to be Handled during Regular Service Hours**:

1. Pick-up confined, healthy- not sick or injured, stray-animals
2. Dead animal removal
3. Quarantine investigations
4. Leash law enforcement
5. Nuisance animal investigations
6. Permit investigations

F. EXCEPTIONS

The Director of the Department of Animal Services, or their designee, may, on a case-by-case basis, authorize variations of priority when circumstances require.

G. LICENSE FEES (Riverside COUNTY Ordinance No. 630, Section 2 - MANDATORY DOG LICENSING AND VACCINATION)

Licenses shall be issued upon receipt of all licensing requirements including 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.

H. RABIES VACCINATION CERTIFICATE DATA

Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's database after the data has been reviewed for inconsistencies. Reminders of licensing requirements shall be automatically generated and emailed or mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations.

Remittance options include on the COUNTY's website www.rcdas.org or in person at a COUNTY shelter location. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY owners can verify the status of their animal's license by telephone or going to https://riversidecounty.docupet.com.

I. COLLECTION OF LICENSE FEES

CITY authorizes COUNTY to issue and collect the fees for canine licenses. All fees collected for canine licenses shall be accounted for by the COUNTY and the COUNTY shall credit the net amount of license fees collected on a quarterly basis and be calculated on the applicable invoice.

J. SERVICE PLANS

CITY may elect one of two service plans for field services provided by the COUNTY. (**ATTACHMENT A**)

1. Standard Service Plan

The Standard Service Plan provides the number of Animal Control Officers, as determined by the County, to allow for the provision of field services to the CITY five (5) days/week – Monday through Friday- Nine (9) hrs./day – between the hours of 7:30am-5:00pm, with dispatching and after-hours emergency service 24 hours per day, seven days per week.

2. Extended Service Plan

The Extended Service Plan provides the number of Animal Control Officers to allow for providing field services to the CITY seven (7) days/week – Monday through Sunday – nine (9) hrs./day - between the hours of 7:30am-5:00pm, as indicated by the CITY in **ATTACHMENT A**, dispatching and after-hours emergency service 24 hours per day, seven days per week.

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES
DESCRIPTION OF STANDARD SHELTER SERVICES
EXHIBIT B

At the election of the CITY, 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 SAN JACINTO ("CITY").

A. PROVISION OF SHELTER SERVICES

All COUNTY shelters are open admission shelters and are required to accept all stray or abandoned animals from the COUNTY's area(s) of responsibility. The COUNTY maintains four (4) animal care shelters that accept stray or abandoned animals. The COUNTY also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or abandoned animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to requested euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended to reunite the animal with an identified owner or for other reasons.

The COUNTY is committed to providing appropriate and safe housing for all animals accepted into the COUNTY'S care. The COUNTY is required by law to provide necessary and prompt veterinary care, nutrition, and shelter, and treat them kindly. Medical care may be provided by COUNTY staff or, at COUNTY'S sole discretion, outsourced to a contracted veterinarian.

B. COUNTY ANIMAL SHELTER

1. All animals collected in the field within the boundaries of the CITY or determined to have originated from within the boundaries of the CITY may be housed at a COUNTY animal shelter. Admitted animals will be vaccinated, microchipped, and provided necessary and prompt medical care, food, water, and shelter. The COUNTY may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal shelter to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

2. The COUNTY will make reasonable attempts to house animals from the CITY at the animal shelter closest to the CITY. The nearest animal shelter to the CITY will be designated as the primary animal shelter. There may be circumstances in which the Department will house animals collected from the CITY at an alternate location.

3. The COUNTY shall be responsible for the operation and maintenance of the COUNTY shelters and the care of the animals.

4. The COUNTY shall maintain hours of operation at the Shelter to provide maximum

public access to the animals, to the extent possible.

C. STANDARD SHELTER SERVICES

Riverside County Animal Services shelters shall include the following activities and services:

1. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.

2. Providing food, water, shelter, enrichment, and medical care for animals in the Department's care.

3. Holding stray animals and attempting to reunite them with their owners.

4. Assisting pet owners with alternatives to relinquishment by connecting them with resources for pet retention. Accepting unwanted animals surrendered by their owners if there is no other alternative.

5. Making the best efforts to find new adoptive homes for domestic animals and livestock.

6. Quarantine and observation of animals for rabies and/or at the direction of the Department of Public Health.

7. Working with wildlife rehabilitators to rescue sick and injured wildlife.

8. Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters.

9. Holding animals that are the subject of criminal investigations or other legal or administrative proceedings.

10. 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.

11. Provide necessary and prompt veterinary care.

12. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing each animal that is euthanized and the reasons for such euthanasia.

13. Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations.

14. Filing annual reports to the State of California as required by law.

15. Proper disposal of dead animals at the rate as set forth in **ATTACHMENT B**, Payment Provisions.

16. Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes.

17. Maintaining regular hours of operation for the public.

D. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals:** COUNTY will 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 own 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 an animal is not reclaimed by the animal's owner and is unable to be placed through adoption or rescue by COUNTY. 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 and 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.

9. **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.

10. **Animals Surrendered by their Owners:** Owner surrenders will be impounded on a case-by-case basis. Pet Support or pet retention programs will be offered to assist the owner with keeping their pet. CITY shall direct their constituents to consult with COUNTY to surrender their pet. CITY shall not accept owner surrenders in the field prior to the constituent consulting with the COUNTY.

12. **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.

13. **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.

14. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags, tattoos, and scanned for microchips by qualified Shelter staff within one (1) hour of arrival at 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 to reunite animals in the field.

15. **Incoming Animal Examinations/Assessments:** Examinations of impounded

animals 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 assessments 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. Microchip administered if none found
g. Establish unique identifier for the animal
h. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.

16. **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.

17. **Adoption:** Animal identified as being available for adoption shall be up for adoption in the shelter or off-site locations or by posting online.

18. **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.

19. **Microchipping:** In accordance with 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.

18. **Community Adoption Partners:** COUNTY shall comply with F & A Code Sections 17006, 31108, and 31752 that provide (subject to Section 17006) that a stray dog or cat that is impounded shall, before 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

before the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with an animal rescue 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 the 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.

19. **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.

20. **Community Cat Program ("CCP"):** 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 the cat has recovered, it will be returned to place of origin.

21. **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.

22. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staff shall include 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 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.

23. **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.

24. **CITY Access:** COUNTY shall provide access to the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.

25. **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.

26. **R.E.A.R.S.:** REARS is the system that has been developed to perform animal rescue, evacuation, sheltering, care and welfare of domestic and livestock animals within Riverside County during times of disaster or extraordinary emergencies. The REARS Team is dedicated to carrying out the operational tasks of rescuing, evacuating, sheltering and caring for animals during emergencies and is made up of local government animal welfare staff and volunteers trained in animal rescue and emergency animal care. This cadre of trained individuals is supervised, during incidents, by Riverside County Department of Animal Services management staff.

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. **Pet Support Services Program:** The COUNTY's Pet Support Program services are activities that go beyond providing housing for dogs and cats and have the effect of keeping pets out of the Shelters and in homes and healthy environments. This strategy allows the COUNTY to manage and reduce the flow of both owned pets and stray animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the COUNTY's pet support services staff provides counseling to pet owners or connects them with resources such as free pet food and supplies, medical vouchers, and other critical resources all intended to help keep pets with their families. This human/pet assistance program is funded almost entirely through donations and grants received by the COUNTY.

This program has reduced the number of surrendered animals admitted to the COUNTY's care centers to those who have no other opportunity for rehoming. This is reducing the costs that are associated with sheltering cats and dogs.

A. Components of Pet Support Services:

- Community Engagement is key to successfully employing this program, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.

- The COUNTY encourages people who have found stray animals to attempt to reunite the pets with their families. The COUNTY also encourages residents to allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the COUNTY will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.

- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the COUNTY, as will animals that are sick or injured.

29. **Healthy Pet Zone:** COUNTY aids the public in times of crisis on a case-by-case basis that includes access to veterinary care and temporary boarding. CITY must refer public to COUNTY for program assistance.

30. **Individual Animal Licensing Services:** Adult dogs four months of age and older are required by State law to have individual licenses. The CITY may request that the Department enforce licensing requirements in the CITY as described in **ATTACHMENT A**. The CITY may adopt the COUNTY's fees for individual animal licenses or set its own fees as permitted in **ATTACHMENT A.**

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the CITY. Fees from licenses collected will be credited to the CITY monthly in arrears.

The COUNTY's animal licensing services include:

a. Issuing animal licenses for pets as requested by the CITY;

b. Processing license applications, payments, and information changes;

c. Issuing license renewal notices;

d. Assessing and collecting fees, penalties, and other financial remittances;

e. Maintaining a database for animal licensing, records of calls for service, and actions taken; and

f. Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

31. **Kennel and Cattery Licensing:** The Department's Kennel and Cattery Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under COUNTY Ordinance. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public.

The COUNTY retains kennel license fees to offset the cost of annual inspections and related

administrative costs. Staff time for licensing and inspections is not billed to the CITY. However, investigations in response to complaints about activities at a licensed location are conducted by Animal Control Officers based in the COUNTY's animal shelters and are billed in accordance with **ATTACHMENT B,** City/County Service Rates**.**

This program includes:

a. Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities.
b. Follow-up inspections of animal facilities as necessary.
c. Collection of license fees to offset the cost of services; and
d. Documentation and maintenance of records as necessary.

E. CONTRACT CITY REQUIRED SERVICES

1. **Vaccination and Microchip Clinics**: California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers and in the unincorporated areas of the County. Pursuant to this agreement and **ATTACHMENT A**, CITY shall fund two (2) vaccination and microchip clinics, within the CITY's jurisdiction, per FY. The following services will be provided by the COUNTY:

a. Providing or assisting in arranging for low-cost vaccinations and microchips;
b. Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
c. Licensing animals vaccinated at the clinic; and
d. Assisting jurisdictions in promoting these community-based clinics.

2. **Spay/Neuter Clinics:** Pursuant to this agreement and **ATTACHMENT A**, the CITY shall fund two (2) Spay/Neuter clinic(s), within the CITY's jurisdiction, per FY.

a. To help fund these events the CITY may elect to contribute $5.00 per altered and unaltered dog license to the **Spay/Neuter Trust**. Participation in the Spay/Neuter Trust will allow the CITY to offer low-cost or free spay/neuter programs for the CITY's residents who wish to have their pets spayed or neutered. The COUNTY staff will work with the shelter and mobile clinics to assist qualified residents in obtaining spay/neuter services.

F. <u>Records</u>

Upon reasonable notice, the COUNTY will make available to authorized representatives of the CITY, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity,

or other record relating to the Agreement. The CITY must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available to the CITY from the COUNTY monthly:

a. Dogs and/or Cats Impounded
b. Animals Returned to Owners
c. Dogs and/or Cats Abandoned
d. Special Admission Dog & Cat
e. Other Animals Impounded
f. Quarantined Dogs and/or Cats
g. Special Admission of Other Animals
h. Private Veterinarian (Outside Medical Expense)
i. Dead Animal Pick Up Requests
j. Types of Calls for Service
k. Location of Admission

In accordance with **SECTION III**, the COUNTY will provide up to 12 hours of staff time annually for producing special reports to the CITY at no cost. Additional staff time will be charged to the CITY at the current reimbursement rate for applicable staff time.

ATTACHMENT A

FISCAL YEAR 25/26-27/28 SERVICE REQUEST
FOR THE CITY OF SAN JACINTO

1. Services

The level of animal care center service that the CITY requests and the COUNTY agrees to is (select the options below):

☒ Field Services

☐ If CITY elects to provide CITY Animal Control Services, CITY shall agree to have CITY Animal Control Officers trained and implement the return in field program as described in **EXHIBIT A – A.8 8. Return of Impounded Animals.** The CITY shall provide the tools necessary to perform these duties. COUNTY shall provide training to CITY personnel for this purpose.

☒ Shelter Services

CITY's Animal Services contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

2. Field Services

The level of field service that the CITY requests and the COUNTY agrees to: (select one of the three options below):

a. Standard Service Plan
b. Extended Service Plan (check all applicable boxes below)
c. Administrative Compliance (Post Hearing compliance checks)

X	**Standard Service Plan**	
COUNTY provides service to the CITY five (5) days/week – Mon.-Fri. – Nine (9) hrs./day 7:30am-5:30pm COUNTY provides after-hours emergency service.		
	Extended Service Plan	
COUNTY provides service to the CITY five (5) days/week – Mon.-Fri. – Nine (9) hrs./day 7:30am-5:30pm COUNTY provides after-hours emergency service.		
Weekend days and holidays (please identify days and hours):		
Humane Investigations – as needed		Included billed hourly.
Administrative Investigations – as needed (Potentially dangerous/vicious Dogs)		Included billed hourly.
X	**Administrative Compliance (Post Hearing compliance checks)**	

CITY's Animal Services Field contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

3. Animal Licensing

☒ The CITY agrees to have the COUNTY provide individual animal licensing and has adopted the COUNTY fees outlined Riverside County Ordinance No. 630.

☐ The CITY agrees to have the COUNTY provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Dog Licenses	1-Year Fee	2-Year Fee	3-Year Fee
Altered Dog			
Unaltered Dog			
Senior Altered Dog			
Cat Licenses (Voluntary)			**1-Year Fee**
Voluntary Cat			

Current license fees adopted by the CITY on December 14, 2023

CITY's Animal Licensing contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

4. Outreach and Enforcement Services

Please make a selection for each of the options below:

i. Animal Facility Inspection and Licensing (Costs included in County costs - not billed)

☒ The CITY requests that the COUNTY license animal-related facilities (including inspection) in the CITY.

☐ No animal facility licensing services - the CITY will conduct its own licensing program for animal-related facilities. (Please provide contact information below.)

CITY's Animal Facility contact information (if applicable):

Name: _____

Telephone: _____

Address: _____

A. Vaccination/Microchip/Licensing Clinic(s)

Based on the CITY's population, the CITY, at the CITY's expense, shall provide for a minimum of two (2) vaccination/microchip/Licensing clinic(s) per fiscal year. The CITY requests that the COUNTY provide or assist in arranging for clinics in the CITY, utilizing Department personnel at the applicable rate for staff time.

☒ The above requirement for CITY to fund Vaccination/Microchip/Licensing Clinic(s) is acknowledged by the CITY

B. Spay/Neuter Clinic(s)

Based on the CITY's population, the CITY, at the CITY's expense, shall provide for a minimum of two (2) Spay/Neuter clinic(s) per fiscal year. The CITY requests that the COUNTY provide or assist in arranging clinics in the CITY, utilizing Department personnel at the applicable rate for staff time.

☒ The requirement above to fund the number of Spay/Neuter Clinic(s) listed above is acknowledged by the CITY

☐ CITY elects to participate in the Spay/Neuter Trust to allow residents access to low-cost spay/neuter services.

☐ No participation in the Spay/Neuter Fund.

5. Enforcement of COUNTY Ordinances

☒ The CITY agrees to the enforcement of Ordinance No. 630 - Regulating the keeping and control of dogs, cats, and other animals and providing for the control and suppression of rabies with no exceptions.

☐ The CITY agrees to the enforcement of Ordinance No. 630 - Regulating the keeping and control of dogs, cats, and other animals and providing for the control and suppression of rabies with the following pre-approved exception(s):

(please mark all that apply)

☐ **Ordinance No. 630 - SECTION 12**. - Mandatory Spaying and Neutering. The CITY does not require the spay/neuter of:

- ○ Dogs
- ○ Cats

☐ **Ordinance No. 630 - SECTION 13**. - Mandatory Microchipping. The CITY does not require microchipping of:

- ○ Dogs
- ○ Cats

☐ **Ordinance No. 630 - SECTION 5**. – Number of dogs and cats. The CITY allows for the following maximum number of animals per household:

	Dogs
	Cats
	Total Dogs/Cats

☐ **Ordinance No. 878 - SECTION 5**. – Noisy Animal Complaints. The CITY will conduct CITY noise complaints.

CITY's Noise Complaint contact information (if applicable):

Name: _____

Telephone: _____

Email: _____

6. List of City Municipal Codes

Please list individual municipal code sections to be enforced by the COUNTY. (Please ensure your municipal code contains adequate enforcement authority.)

City Code Number	City Code Section Title	County Approved	County Not Approved
	Title 6 Animals		

7. Annual/Amended Service Request Approval (As Needed)

ATTACHMENT B

COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICES
CITY/COUNTY SERVICES RATES

A. Billing Period

These billing rates are effective from July 1, 2025, through June 30, 2028.

B. Billing Rates

Based on CITY's needs and System Impact	
Shelter Services FY25/26: FY26/27: FY27/28	 $718,792 $908,764 $1,035,411
Field Services FY25/26: FY26/27: FY27/28:	 $293,960 $316,186 $331,996
Additional Administrative Services	
Leadership Attendance at meetings in excess of contract allowance	1. Director = $185.03/Hour 2. Assistant Director = $153.72/Hour 3. Deputy Director = $142.43/Hour
Production of reports in excess of contract allowance	Analyst = TBD/Hourly
Animal Control Officer in excess of contract allowance – Investigations/court appearances	1. Commander = $109.26/Hour 2. Lieutenant = $76.53/Hour 3. Sergeant = $68.62/hour 4. Animal Control Officer = $56.62/Hour
Spay/Neuter Trust	
Spay/Neuter Trust	$5.00 per animal License

ATTACHMENT C

Rates Methodology

Cities are financially responsible for the care of animals impounded within the City's jurisdiction and the County is responsible for the care of animals impounded within the County's jurisdiction. When a city contracts for services, it can save by sharing resources with the County and other contracted cities.

The existing County/City contract rates model is complex, and administrative staff, county and city, are required to invest a significant amount of time preparing, reviewing, discussing and justifying billing for each of the contract cities, monthly. The current methodology also does not allow the agencies to budget for the cost of shelter services provided since they are based on the incoming animals and length of stay. The unpredictability of these shelter costs can cause a burden on contracting cities, making it hard for them to budget and pay timely. This can also cause a burden on the County in collecting these revenues. It also does not incentivize the agencies to promote animal licensing, spay or neutering of the animals, adoptions or other revenue generating activities within their jurisdictions.

The County has gone away from a per animal methodology for shelter services and developed a "Piece of the Pie" billing methodology, where each city's contribution is based on its proportional impact to the County shelter system. The impact is calculated using a variety of factors. By distributing costs based on actual usage and demand, this approach ensures fair allocation of expenses while promoting engagement and efficient resource management. Animal Control and Sheltering costs are generally driven by:

Field Services	**Shelter Services**
a. Calls for service	a. Average Length of Stay
b. Time to complete a service call	b. Number of Impounds
c. Staff	c. Staff
d. Administration	d. Program expenses
e. Support Services	e. Administration
f. Population	f. Support Services
	g. Facilities
	h. Population

To simplify the methodology these drivers were categorized into three (3) cost pools:

a. **Shelter Costs** to house and care for the animals;

b. **Animal Control Field Services Costs** (as applicable); and

c. **Split costs** that were allocated between the two primary categories are based on either the ratio of the shelter category costs to field category costs or based on statistics provided by Animal Services for its call center.

1. SHELTER COSTS DISTRIBUTION

The costs of providing Shelter Services were determined by using three different allocation areas, based on the RCDAS FY 24/25. These allocation areas were weighted based on the impact to shelter resources:

a. Average Impound numbers (number of animals that come into the shelter for each city and the unincorporated areas of the County – Animals/month based on 30 months or the length of the contract if less than 30 months). (30% impact weight)

b. Average Length of stay (LOS) for animals per city and the unincorporated areas of the County – LOS/month based on 30 months or the length of the contract if less than 30 months.
(50% impact weight)

c. On the human population of a city.
(20% impact weight)

Within each of the allocations, spilt costs are included. The cities and the County were assigned a percentage of the cost based on their statistic or number and the ratio to the total.

2. FIELD SERVICES DISTRIBUTION

The costs of providing field services were allocated based on the minimum number of officers required – Officer + Vehicle

a. Total field service costs are divided by the total number of officers to find the annual cost per unit.

b. Overtime, overtime holiday, and vehicle lease are excluded from the total field services costs for cities.

c. Vehicle charges are added per officer vehicle, field leadership vehicle and licensing vehicle.

Only those cities who opt for Animal Control Officer Services will be allocated their piece of the costs. Within each of the allocations, spilt costs are included.

3. SPLIT SERVICES DISTRIBUTION

These costs consist of Administration, Facilities, and Support, each uniquely supporting either shelter or field operations and were split between Shelter and Field based on the ratio of the budgeted amounts identified as either shelter or field.

By using the piece of pie methodology, with the three different allocation areas, and then weighted based on a city's impact to shelter resources, cities will be charged for their proportion of the total County animal shelter costs incurred during the fiscal year as illustrated below.

EXAMPLE:

Hypothetical animal sheltering services budget to distribute: $20,000,000

Total Average Impounds weighted @ 30% of costs = $6,000,000
Total Average Kenneling Days weighted @ 50% of total costs = $10,000,000
Total Population weighted @ 20% of costs = $4,000,000

City A has 2.9% of the average total impounds/yr.
City A has 2.5% of the average of Kenneling days/yr.
City A has a population that is 7% of the total served pop. (County + all contract Cities)

City A: (0.029 * $6,000,000) + (0.025 * $10,000,000) + (0.070 * $4,000,000) = $704,000

City A's future FY cost = $704,000

Payments of $176,000 made quarterly which will be reduced by any licensing revenue

For the contract term. City A's animal shelter budget shall follow the following three (3) year 4% fixed-rate schedule:

$704,000.00	for fiscal year 2025-2026 (contract year 1)
$732,160.00	for fiscal year 2026-2027 (contract year 2)
$761,446.40	for fiscal year 2027-2028 (contract year 3)

4. OTHER CONSIDERATIONS

A. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the County's medical staff are included in shelter costs to establish each city and the County's rate for sheltering and are not billed separately or in addition to that rate. The County reserves the right to send any animal to a private veterinary facility for examination,

treatment, and/or hospitalization as the County deems necessary in its sole and absolute discretion.

B. Billing for "Legal Hold" and Other Shelter Services:

Because the Piece of the Pie Methodology is based on average intakes, Dogs and cats that are housed for a "legal hold" and other shelter services are not billed separately. The length of stay data (from intake to disposition) for each animal will be collected for future contract negotiation purposes and can be available to a city, upon request. Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the County based on pending or anticipated criminal, civil, or administrative action.

C. Capital Improvements

Each year this contract is in effect, the County may submit to the contracted cities during the regular budget process a request for any needed capital improvements to the Shelter. Any such request shall include a description of the requested improvements and an estimate of their cost. Contracted cities shall give good faith consideration to each request; however, it is understood that capital improvements are subject to overall city budgetary priorities and funds availability, and a city shall in no event be obligated to contribute to such capital improvements. If an emergency arises relating to Shelter maintenance during the term of this contract, the County shall advise the contracted cities within forty-eight (48) hours so that the cities may decide whether to take appropriate action.

D. Level of Field Service

a. **Level of Service Specified.** The County shall provide all enforcement services at the minimum level based on an average number of calls to that city.

b. **Variation in Level of Service**. Variations in the level of service shall be made by amendment as provided for in Section XI of this Agreement, and under the following terms.

i. If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of Service as soon as practicable.

ii. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

E. Cost Offsets

A contracted city will receive credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the city for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

A city will not receive any credit for adoption fees (whether paid by an individual or an organization).

F. Revenues

Revenues are applied to reduce the costs for shelter and field services.