

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 14-001	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200	PROJECT-GRANT:	ACCOUNT: 773220
CLASS/LOCATION: 8602		CONTRACT AMOUNT: \$441,728	
PERIOD OF PERFORMANCE: July 1, 2013 through June 30, 2015			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Richard Daniels (760) 329-6411	
PROGRAM NAME: Animal Field and Licensing Services			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services, hereinafter referred to as COUNTY, and City of Desert Hot Springs, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Desert Hot Springs, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

WHEREAS, the CITY wishes to comply with state mandates regarding animal control; and

WHEREAS, COUNTY has the personnel and experience to provide such animal field services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 4, Exhibit A consisting of 4 pages, and Exhibit B consisting of 1 page, attached hereto and incorporated herein.

COUNTY

CITY

By _____
John J. Benoit, Chairman, Board of Supervisors

By _____

Date _____

By _____
Print Name

ATTEST: Kecia Harper-Ihem, Clerk

By _____

Date _____

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in EXHIBIT A, SCOPE OF
3 ANIMAL FIELD AND LICENSING SERVICES attached hereto and by this reference
4 incorporated herein.

5 **2. PERIOD OF PERFORMANCE:**

6 The Animal Field Services as referenced in EXHIBIT A of this Agreement shall be
7 effective on July 1, 2013 through June 30, 2015, unless terminated as specified in Section
8 7, TERMINATION.

9 **3. COMPENSATION:**

10 In consideration of services provided by COUNTY pursuant to EXHIBIT A, COUNTY
11 shall be entitled to receive payment as specified in EXHIBIT B, PAYMENT
12 PROVISIONS attached hereto and incorporated herein by this reference.

13 **4. AVAILABILITY OF FUNDING:**

14 It is mutually agreed and understood that the obligation of the CITY is limited by and
15 contingent upon the availability of CITY funds for the reimbursement of COUNTY's
16 fees. In the event that such funds are not forthcoming for any reason, CITY shall
17 immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement
18 of costs for work performed, in accordance with EXHIBIT B.

19 **5. HOLD HARMLESS/INDEMNIFICATION:**

20 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
21 Districts, Special Districts and Departments, their respective directors, officers,
22 Board of Supervisors, elected and appointed officials, employees, agents and
23 representatives (individually and collectively hereinafter referred to as Indemnitees)
24 from any liability whatsoever, based or asserted upon any services of CITY, its
25 officers, employees, subcontractors, agents or representatives arising out of or in any
26 way relating to this Agreement, including but not limited to property damage, bodily
27 injury, or death or any other element of any kind or nature whatsoever arising from
28 the performance of CITY, its officers, employees, subcontractors, agents or
representatives Indemnitors from 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, the Indemnitees in any claim or
action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CITY,
CITY shall, at their sole cost, have the right to use counsel of their 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
Indemnitees as set forth herein.

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5.3 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

5.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

6. **INSURANCE:**

COUNTY agrees to maintain the following insurance coverage's during the term of this Agreement.

6.1 **Workers' Compensation:**

COUNTY shall maintain Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

6.2 **Commercial General Liability:**

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

6.3 **Vehicle Liability:**

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.

6.4 **General Insurance Provisions - All lines:**

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have a AM BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

7. **TERMINATION:**

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and

for any services authorized in writing by CITY thereafter. Failure to complete EXHIBIT 001 A, section 7.2 will be cause to terminate the licensing provisions of this agreement.

8. FORCE MAJEURE:

8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. RECORDS:

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

12. NO THIRD PARTY BENEFICIARY:

This contract between CITY and COUNTY is intended for the mutual benefit of the two signing parties only. No rights are created under this contract in favor of any third party or any party who is not a direct signatory to this contract.

13. NONDISCRIMINATION:

During the performance of this contract, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided

in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this contract.

14. VENUE:

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this contract shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this contract to recover any damages for and on account of the breach of any term or condition of this contract, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

15. ASSIGNMENT:

It is mutually understood and agreed that this contract shall be binding upon COUNTY and its successors. Neither this contract nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

16. AMENDMENTS:

Any amendments, including any supplements, to this contract shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire contract for Animal Field Services and supersedes any prior written or oral contract inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

17. NOTICES:

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Department of Animal Services
Director of Animal Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
(951) 358-7442

CITY:

City of Desert Hot Springs
City Manager
65-950 Pierson Boulevard
Desert Hot Springs, CA 92440
(760) 329-6411

or to such other address (es) as the parties may hereafter designate in writing.

CITY OF DESERT HOT SPRINGS
EXHIBIT A
SCOPE OF ANIMAL FIELD AND LICENSING SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field and licensing services for the City of Desert Hot Springs, hereinafter referred to as CITY:

- 1. Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
 - 1.1 Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
 - 1.2 Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance..
 - 1.3 Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
 - 1.4 Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to COUNTY. COUNTY will also issue to CITY's Manager, or his/her designee, a copy of all animal bite reports within one week of completion.
 - 1.5 Quarantine:** Quarantine, as prescribed by State law and COUNTY Ordinances as codified under Riverside COUNTY Code Title 6, or any successor thereto (hereinafter referred to as "Riverside COUNTY Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
 - 1.6 Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance.
 - 1.7 Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
 - 1.8 Return of Impounded Animals:** Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
 - 1.9 Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents at CITY's request. CITY shall provide its own tags for such licenses, but shall coordinate the

numbering sequence with COUNTY prior to ordering. All fees collected for dog licenses shall be accounted for by COUNTY and remitted to CITY on a quarterly basis, provided, however, that COUNTY shall retain the sum of \$5.85 for each dog license issued hereunder. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints about Animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this contract, shall conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City Municipal Code. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their Animal's license by telephone.

1.10 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.

1.11 Issuance of Warnings and Citations: Enforce all appropriate provisions of Riverside COUNTY Code Title 6 including the issuance of warning notices or citations as necessary for violations of the provisions of said Riverside COUNTY Code Title 6, State law or CITY municipal codes.

1.12 Service to Public: Provide service to the public on matters covered in this contract 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, will indicate to the caller that a response can be expected as per Section 6 below.

2. Shelter Care and Disposition Services: The COUNTY will house CITY's animals at the Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms CA 92276 ("Shelter"), or other shelter operated by the County of Riverside at County's discretion.

3. License Processing:

Compensation for license processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated contract cost.

4. Provision of Vehicles and Radio Equipment: COUNTY shall provide animal control vehicle(s) 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 to provide contract services. The COUNTY shall equip fuel and maintain said vehicles.

5. Missing or Stolen Animals: COUNTY shall file a report with the Riverside Sheriff's

Department within 24 hours if an impounded Animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall indicate on the police report the circumstances of the Animal's disappearance.

6. Priority of Field Services:

6.1 Definitions: Services are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related State and CITY codes and are assembled for expediency into two categories: Emergency and Non-Emergency. 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 relay to the Animal Control Officer. If a call is “exceptional,” as defined in Section 6.4 of this Exhibit, it will be referred to the Supervisor for evaluation and processing.

Field service activities will be performed daily and generally based upon the priority ranking and based on limited service hours in accordance with contract or part-time officer. All calls involving imminent danger scenarios will be responded to within 60 minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other uncontrollable circumstances.

An Animal Control Officer will respond to animal medical emergencies and other emergencies involving danger to humans within 30 minutes or less during regular service hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after regular service hours and holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by the COUNTY.

COUNTY shall provide a means for responding to calls for service that take place during limited service periods (as defined below) which are of an emergency nature pursuant to this Exhibit. Field service personnel shall be assigned to patrol and other service field tasks as defined by COUNTY and CITY.

The following definitions of “regular service hours,” “limited service” and “holidays” are intended to identify the broad time frames during which specific levels of service will be provided. “Regular Service Hours” shall be deemed to mean between the hours of 7:30am to 5:00pm, Monday through Friday, holidays excepted. “Limited service” shall be deemed to mean between the hours of 5:00pm to 7:30am, Monday through Friday, all day Saturday, Sunday and on holidays. “Holidays” as herein shall be those as established by the COUNTY and the CITY. The COUNTY shall answer all telephone calls for Field Services during phone center operational hours. Calls shall be received by the COUNTY answering service after hours and on holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit. 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 after regular 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.⁴⁻⁰⁰¹
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 contract.

Calls for service received after normal business hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this Exhibit.

6.2 Calls considered as Emergencies to be handled Without Delay:

6.2.1 Animals endangering health or safety of the community.

6.2.2 Police Department requests for service.

6.2.3 Sick or injured stray animals.

6.2.4 Animals in distress.

6.2.5 Humane investigations – life threatening. (Depending on immediate circumstance)

6.3 Calls Considered as Non-Emergency to be handled during Regular Business Hours:

6.3.1 Pick up confined, healthy, stray-animals.

6.3.2 Dead animal removal.

6.3.3 Quarantine investigations.

6.3.4 Leash law enforcement.

6.3.5 Nuisance animal investigations.

6.3.6 Permit investigations.

6.4 Exceptions:

The Animal Control Director or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. COUNTY shall provide a written report within five (5) business days of making a determination that a variation in priority was required. Qualifying incidents will be determined by the responding officer.

7. Dog Licensing and the Integrated Canine Licensing Program (ICLP):

7.1 RCDAS is currently providing integrated canine licensing programs (ICLP) to assist cities in building their baseline licensing revenue. The City authorizes the County to collect and retain any and all canine license revenue generated by CITY residents. COUNTY projects revenue will offset the cost of the Program and create a credit of \$50,000 in the first year to offset the total Agreement liability.

In order to meet the goals and ensure the success of the ICLP the City needs to adopt the County Title VI licensing structure and mandatory spay/neuter and micro-chipping. Title VI provides for secondary enforcement of mandatory spay/neuter, mandatory micro-chipping, administrative citations, and a significant licensing differential. This will effectively reduce the reproductive capacity of the dog and cat populations and increase the ability to re-home lost pets, while reducing the on-going costs of animal control through lower impounds. RCDAS's ICLP program consists of highly skilled staff in customer relations and licensing governance, applied GIS

technology and specific smart phone applications at the customer interface. This is coupled with the use of administrative citations, a web based payment platform and a semi-automated vaccination certificate recognition process at the department level.

If necessary, the City shall obtain the complete licensing database from the current vendor which will be scrubbed and inserted into the County database (Chameleon) at the City's expense.

Specifically, the license inspectors (**LI**) can pinpoint service areas where dog licenses are low in number when compared to the human population using GIS mapping applications. Field operations consist of traditional door knocking, observing and/or hearing barking dogs and accessing the department's database to determine if licensed dogs reside at that address. **LI**'s use a "Post and Go" strategy similar to parking enforcement. Dependent upon the response of the dog owner, the **LI** may educate the resident in the tenets of pet ownership, issue a citation, or offer compliance solutions in the form of low-cost vaccination and department spay/neuter services. RCDAS aggressively pursues grant funding and has been very successful in utilizing grants to offer free services to these targeted areas.

Rabies vaccination certificates are collected from area veterinarians and downloaded into the database after the data has been scrubbed of inconsistencies. Postcard reminders of licensing requirements are automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the "Web Licensing" portal on the department website: www.rcdas.org. Residents who fail to pay fees or fines are processed through RCDAS's collections division. RCDAS participates in the Interagency Intercept Program (IIP) and sends unpaid fees and fines to the California Franchise Tax Board for tax refund garnishment.

The ICLP will allow RCDAS to augment the City's dog licensing program. RCDAS will deploy two (2) full time **LI**'s within the City and clerical support. A one-year "kick-off" program to build your canine licensing revenue base is recommended. The ICLP results in great compliance, provides better public safety, and allows for improved services and sustainability. An amnesty period, where no past penalties or fees are assessed for thirty (30) days is recommended. The softer approach through amnesty allows residents to comply with existing law before enforcement begins. The Council could consider offering existing license rates during the amnesty period and then transition to a new rate structure, recommended as the County's, for future licenses.

RCDAS shall provide the forms and tags for such licenses, and shall affix a professionally prepared sign at County facility, stating applicable fees for licensing for the City. After the first year of the contract, the City will receive all licensing revenue, minus the established county processing fee of 5.85/license, as a credit on their monthly bills. This will replace year one's contract credit of \$50,000 as RCDAS has significantly increased the City's canine licenses and placed the City in a better position to offset animal control costs through its own licensing revenue source. RCDAS shall maintain such records in such form as requested by the City so as to

provide for proper cash management and for review and audit of the monies collected.^{10.1}
RCDAS shall furnish the City a monthly report detailing the licensing activities.

7.2 The proposed costs and revenue for the integrated canine licensing program are subject to the required adoption of Riverside County Title VI: Animals and the licensing fee structure and requirements associated with canine licensing. Failure by the city to adopt Riverside County Title VI will void this provision of the services agreement and will require a new negotiation.

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**CITY OF DESERT HOT SPRINGS
EXHIBIT B
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 Two (2) FTE (Annual) Animal Control Officer: $2 \times \$127,026/\text{year} = \$254,052$

The cost to provide one Animal Control Officer to service an area for a total of 2080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime.

1.2 Estimated Overtime Services: $189 \times \$82 \text{ per hour} = \$15,498/\text{year}$

The cost to provide after hours services (evenings, weekends and holidays). To be billed based on actual usage. Estimated total based on the past 18 month experience.

2. Licensing Program

2.1 Two (2) FTE (Annual) License Inspector and one (1) Office Assistant: $2 + 1 \times \$0/\text{year} = \0

2.2 The cost to the City for RCDAS to provide two license inspectors plus one office support staff will be paid through the collection and retention of canine license fees by RCDAS. Furthermore, projected revenues are expected to exceed program costs by \$50,000 which will be given as a contract credit as shown below.

Service	FY13/14	FY14/15	Total
Regular Field Service	\$248,970	\$248,970	\$497,940
Over-time Field Service (Estimated*)	\$21,894	\$21,894	\$43,788

Pilot Integrated Canine Licensing Program	-\$50,000	-\$50,000	-\$100,000
Total	\$220,864	\$220,864	\$441,728

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The scheduled compensation payable to COUNTY for all services as set forth in this agreement is four hundred and forty one thousand seven hundred and twenty-eight dollars (\$441,728), for the period commencing July 1, 2013 through June 30, 2015.

*Field Services Rate may fluctuate based on actual overtime usage.

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