

AGREEMENT FOR ANIMAL FIELD AND SHELTER SERVICES
BETWEEN THE CITY OF INDIAN WELLS AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL FIELD AND SHELTER SERVICES ("Agreement"), is made and entered into as of July 1, 2021 ("Effective Date") by and between the CITY OF INDIAN WELLS, a Charter City and Municipal Corporation ("CITY"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services ("COUNTY"), collectively referred to 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 purpose of safeguarding the health and safety of CITY's population and the health and safety of its domestic animals;

WHEREAS, CITY desires to promote the humane treatment of animals;

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

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS 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 the field and shelter services within the corporate limits of CITY as outlined and specified in **Exhibit A**, Scope of Animal Field Services, attached hereto and incorporated herein by this reference, and; **Exhibit B**, Scope of Animal Shelter Services, 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 **Section III.**, Compensation, and **Exhibit C**, Payment Provisions, attached hereto and incorporated herein by this reference.
2. **In order 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.

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from July 1, 2021 and shall terminate on June 30, 2024, unless terminated earlier as provided herein under **Section VI**, Termination.

SECTION III. COMPENSATION

CITY shall reimburse COUNTY for the services performed and the expenses incurred in accordance with the terms of **Exhibit C**, subject to any applicable changes in the rates and fees adopted by the Board of Supervisors of COUNTY.

SECTION IV. 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. CITY’s obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, 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 the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

- C. The specified insurance limits required in this Agreement shall in no way limit the CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.
- D. 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.
- E. 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 time of the claim or of the commencement of the related action, as the case may be, 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.
- F. 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.

SECTION V. 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 Employers' Liability (Coverage B) including Occupational Disease with limits 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 \$1,000,000 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.

D. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).
2. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

Without limiting or diminishing the CITY's obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If

such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CITY must declare its self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CITY's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CITY shall cause CITY's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration or reduction in coverage of such insurance. If CITY insurance carrier(s) policies do not meet the minimum notice requirement found herein, CITY shall cause CITY's insurance carrier(s) to furnish a 30 days' Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachment thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CITY shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in the Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the CITY's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insurance programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the

performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgement, the amount or type of insurance carried by the CITY has become inadequate.

- 7) CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

SECTION VI. 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.

SECTION VII. 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, or other similar acts, such Party shall not be held liable for such failure to comply.

SECTION VIII. 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's City Council. Any amendments will be presented to CITY's City Manager prior to CITY's City Council approval.

This Agreement, including any exhibits, 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.

SECTION IX. 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 X. RECORDS

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement 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's City Manager, or designated representative, upon written notice to COUNTY.

SECTION XI. 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 XII. 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, religious 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 XIII. DISPUTE RESOLUTION AND VENUE

- A. The Parties shall attempt to resolve any disputes amicably at a working level. 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 XIV. 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 to the full performance of the covenants contained herein.

SECTION XV. 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 two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY:
Department of Animal Services
Attention: Director
6851 Van Buren Boulevard
Jurupa Valley, CA 92509

CITY:
City of Indian Wells
Attention: City Manager
44-950 Eldorado Drive
Indian Wells, CA 92210

SECTION XVI. 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 XVII. 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 exhibits and schedules hereto.

SECTION XVIII. 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 of the Parties.

SECTION XIV. 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 each and every remedy shall be in addition to every other remedy granting 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 XV. 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 XVI. 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 OF RIVERSIDE,
a Political Subdivision of
the State of California

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors
AUG 17 2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Darren C. Ziegler
Deputy County Counsel

Aaron
Gettis

for:

CITY OF INDIAN WELLS,
a Charter City and Municipal Corporation

By: [Signature]
Richard Balocco
Mayor

ATTEST:

Angelica Avila
City Clerk

By: [Signature]
City Clerk



APPROVED AS TO FORM:

By: [Signature]
Todd Leishman
City Attorney

SCOPE OF ANIMAL FIELD SERVICES

CITY OF INDIAN WELLS EXHIBIT A

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 Indian Wells (“CITY”):

A. PROVISION OF FIELD SERVICES

The animal field services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **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 reported bites by dogs, cats, or by suspected rabid or wild animals. COUNTY shall only be responsible for administrative proceedings resulting therefrom.
5. **Quarantine:** Quarantine all animals suspected 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.
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 Impounded Animals:** Encourage the return of any lost/stray animal impounded by field personnel while in the field to the rightful owner, subject to the payment of impound fees. Ensure an opportunity for members of the public to report lost and found animals online.

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:** 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, unhealthy, injured, or part of an animal cruelty or animal bite case.
14. **Mutual Animal Welfare Programs:** If mutually agreeable between the Parties, COUNTY and CITY shall work together to establish animal welfare programs that benefit the animals and residents of CITY.
15. COUNTY will perform humane investigations of suspected animal neglect and cruelty and will be responsible for investigation, citation and preparing materials for prosecution.
16. COUNTY and CITY will work together on educational outreach, promotion of spay/neuter and vaccination clinics, other owner surrender diversion programs, responsible pet ownership and adoption programs and activities.
17. In case of a disaster, COUNTY and CITY will work collaboratively on animal needs and communication as it related to rescue, response and recovery efforts.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the Coachella 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 to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.

E. PRIORITY OF FIELD SERVICES

1. "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of CITY's municipal code and related State law, and are assembled for into two categories: Emergency and Non-Emergency.
2. "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 set forth in **Section F** below, it shall be referred to the supervisor for evaluation and processing.
3. 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.
 - a. "Regular Service Hours" are between the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
 - b. "Limited Service Hours" are between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on Holidays.
 - c. "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.
4. 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 emergent nature pursuant to this **Exhibit A**. Field service personnel may be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.

5. **Telephone Service:** 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 in this **Exhibit A**. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days.

6. 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 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 A**.

7. **Calls Considered Emergencies to be Handled Without Delay:**
 - a. Animals endangering health or safety of the community.
 - b. Police Department requests for service
 - c. Sick or injured stray animals
 - d. Animals in distress
 - e. Humane investigations that are life threatening. (Depending on immediate circumstances)

8. **Calls Considered Non-Emergency to be Handled during Regular Service Hours:**
 - a. Pick-up confined, healthy, stray-animals
 - b. Dead animal removal
 - c. Quarantine investigations
 - d. Leash law enforcement
 - e. Nuisance animal investigations
 - f. Permit investigations

F. EXCEPTIONS

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

G. LICENSE FEES (Section 2 of Riverside County Ordinance 630)

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 scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY's website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.

I. COLLECTION OF LICENSE FEES:

CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain the license processing fee on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall credit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the license processing fee and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Exhibit C, Payment Provisions**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY's licensing database.

SCOPE OF ANIMAL SHELTER SERVICES

CITY OF INDIAN WELLS

EXHIBIT B

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 Indian Wells ("CITY"). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY's animals at the Coachella Valley Animal Campus ("Shelter"), or other shelter operated by COUNTY at COUNTY's discretion.

The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty-four (24) hour basis.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services" shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed, microchipped, and spayed/neutered and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals at the rate as set forth in **Exhibit C, Payment Provisions**.
 - h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the

health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared "vicious" or "potentially dangerous" under State and/or local laws shall be deemed unadoptable.

3. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.
4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. "Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the shelter by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals**: COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided**: COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols**: All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation**: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies**: COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods**: COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.

7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are 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 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.

Impoundments and Quarantines: COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter. Quarantined animals may be quarantined at the owner's home or an alternate location.

9. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate.
 - a. **Animals Surrendered by their Owners:** Owner Surrenders will be impounded on a case by case basis. Diversion programs will be offered to assist with pet retention. CITY shall direct their constituents to consult with COUNTY to surrender their pet. COUNTY will offer CITY's constituents assistance through diversion programs.
10. Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate. CITY Animal Control Officers shall refer constituents requesting to surrender their animal to COUNTY for a diversion consultation. CITY shall not accept owner surrenders in the field prior to the constituent consulting the COUNTY.
11. **Wildlife:** COUNTY and CITY Animal Control Officers will work with constituents to ensure public safety while maintaining wildlife in the wild. COUNTY and CITY Animal Control Officers will triage wildlife reports to determine the appropriate response. Wildlife will be impounded if there is a public safety hazard, if the animal's welfare is at risk, if the animal is injured or orphaned, if the animal has been involved in a bite, or involved in an animal cruelty investigation.
12. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.

13. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY. Animal Control Officers shall attempt to return animals in the field prior to delivering the impounded animal to the shelter. Animal Control Officers shall scan animals in the field for microchips, call phone numbers on tags or research license numbers in an effort to reunite animals in the field.
14. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight
 - e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.
15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
16. **Adoption:** Animals identified as being available for adoption shall be up for adoption in the shelter or off-site location, or by posting online.
17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition.

In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751.3. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.

18. **Microchipping:** In accordance with California Food and Agricultural (“F&A”) Code Sections 31108.3 and 31752.1, COUNTY shall ensure that all dogs and cats being reclaimed, adopted, or transferred to a new owner are microchipped with current information prior to leaving the shelter.
19. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108 and 31752 that provide that any stray dog or cat that is impounded “shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. The public or private shelter or organization must be approved by COUNTY prior to the transfer of any animals. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released.”
20. **Foster Care Placement:** Certain animals may be placed in COUNTY’s foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
21. **Community Cat Program (CCP):** COUNTY shall determine a cat’s eligibility for the CCP. If it is determined that a cat is eligible, the cat will be spayed/neutered, vaccinated, and eartipped. Once cat has recovered, the cat will be returned to place of origin.
22. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
23. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.
24. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
25. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.

26. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter.

Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

27. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.

D. COMPENSATION

1. **Compensation for Animal Shelter Services:** Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$20 per animal, per day for horses and cattle, and \$12 per animal, per day for swine, goats and sheep in accordance with COUNTY's Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.
2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.
3. **Outreach Activities:** CITY shall work with COUNTY to promote responsible pet ownership, lost and found animals, mutually agreeable animal welfare programs, Spay/Neuter Services, and adoption of animals through its own educational outreach, and through its own social media pages. If requested by CITY, the daily flat rates for educational outreach events, vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at the rates below:

- a. Vaccination or Spay/Neuter Clinic: The cost includes staff, vaccinations and microchips, free to constituents with a two hundred (200) animal cap per event. The clinics are billed on actual use.
- b. Education Outreach Event: The cost to staff an outreach event for the purpose of educating CITY constituents. The outreach events are billed on actual use.

**PAYMENT PROVISIONS
CITY OF INDIAN WELLS
EXHIBIT C**

City of Indian Wells (“CITY”) shall compensate the County of Riverside (“COUNTY”) on a monthly basis all fees and rates in accordance with the COUNTY’s current fee schedule as set forth below:

A. Animal Field and Sheltering Services Rates*

Service	Quantity	Amount	Total Yearly	Monthly Installments
Animal Control Officer (on call)	14 hours	\$142.12	\$1,990	\$166
Animal Sheltering*	8	\$25.80	\$2,064	\$172
Operation & Maintenance*	8	\$10.44	\$84	\$7
License Processing Fee	175	\$10.26	\$1,796	\$150
Total Cost			\$5,934	\$495

*Yearly cost estimate based on statistics provided by CITY of its prior year’s impound rate of 8 stray dogs and cats per year, based on an average of ten (10) kenneling days. Rates are established by the Board of Supervisors and are subject to change as amended by COUNTY from time to time.

City shall be provided with actual impound statistics each month that detail the number of animals impounded and the number of kenneling days.

Large Animal Sheltering: \$20/animal (horses, ponies, cattle) per day of sheltering.

Large Animal Sheltering: \$12/animal (swine, goats, sheep) per day of sheltering.

B. Collection of License Fees

CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain the license processing fee on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall credit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the license processing fee and shall be separate and apart from the monthly compensation rate due and payable by the CITY as set forth above in **Section A.**

C. Impound/Quarantine Fees

CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY held in the Shelter, including facilities that have

agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1 – collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges.

D. Optional Services at City's Request

1. Vaccination or Spay/Neuter Clinic: The service provided herein shall be free to constituents, with a two hundred (200) animal cap per vaccination clinic, or thirty (30) spay and/or neuter surgeries per spay/neuter clinic. Billed on actual use.

2. Education Outreach Event: The cost for staff an outreach event for the purpose of educating CITY constituents. Billed on actual use.