

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

130



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
November 9, 2010

SUBJECT: Approve the Agreement No. 11-026 with Operation SafeHouse for the Volunteer and Foster Animal Program

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Agreement between Operation SafeHouse and the County of Riverside for the performance period of the date of execution through June 30, 2011; and
- 2) Authorize the Chairperson to execute three (3) original copies of the Agreement on behalf of the County of Riverside.

BACKGROUND:

Operation SafeHouse ("SAFEHOUSE"), a 501 (c) 3 organization to help teens in crisis, desires to enter into an Agreement with the County of Riverside Department of Animal Services ("COUNTY"), to foster eligible special needs animals for rehabilitation and adoption. In addition, SAFEHOUSE will bring clients to volunteer at the Western Riverside County/City Animal Shelter.

Continued on page 2
RM;nd

Robert Miller
Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	10/11

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL 11/10/10
BY: DAVID H.K. HUFF DATE

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:	District: 2	Agenda Number:
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ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.17

BACKGROUND Continued:

The Department of Animal Services and Operation SafeHouse foster program will provide a significant benefit to the youth and animals of Riverside County. As a temporary shelter for at-risk teens, SafeHouse needs opportunities to help youth cope with crisis situations, feel useful, develop self confidence and find comfort. The responsibilities taken on by SafeHouse teens to help with the care and rehabilitation of foster shelter animals will provide these opportunities. Interaction with animals has been clinically proven to lower blood pressure and provide other positive mental and physical health benefits. In exchange, the fostering of young shelter animals by SafeHouse will relieve the Department of Animal Services from the expense of having to care for these particular animals and save animals that might otherwise have been euthanized.

The Department of Animal Services and Operation SafeHouse plan on jointly applying for grant funding in order to cover any associated expenses for this program. It is our intention that funding from outside sources in the form of donations and foundation grants cover all cost for both of our organizations.

**AGREEMENT
BETWEEN
RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES
AND
OPERATION SAFEHOUSE**

This Agreement is made and entered into by and between the County of Riverside Department of Animal Services ("COUNTY") and Operation SafeHouse ("SAFEHOUSE") for the Volunteer and Foster Animal Program, to be effective on the date approved by both parties.

1. DESCRIPTION OF SERVICES- See Exhibit A outlining the Scope of Work between COUNTY and SAFEHOUSE - consisting of 3 pages attached hereto and by this reference incorporated herein.

2. PERIOD OF PERFORMANCE.

2.1 This Agreement shall be deemed terminated and of no further force and effect immediately on the receipt of notification by one party to the other. In the event of such termination, SAFEHOUSE or COUNTY shall be entitled to any compensation of its costs in accordance with Section 3 COMPENSATION, and animals in foster care shall be returned to the COUNTY.

2.2 The agreement shall be effective on the date of execution to be determined through June 30, 2011, with option to renew for four (4) additional years, renewable in one year increments by written amendments, unless terminated as specified in Section 10.

3. COMPENSATION.

3.1 In consideration of the collaboration between SAFEHOUSE and COUNTY pursuant to this agreement, SAFEHOUSE or COUNTY shall be entitled to any payment as specified if at such time there is written proposals for grant funding.

3.2 If at such time Payment Provisions will be determined based on what is outlined in each grant proposal and arranged in advance of receipt of any funding.

3.3 COUNTY and SAFEHOUSE are under no financial obligation for costs associated with this agreement unless if at such time otherwise specified in writing or as outlined in the fulfillment of grant contracts.

4. AVAILABILITY OF FUNDS- It is mutually agreed and understood that the obligation of SAFEHOUSE and COUNTY is limited by and contingent upon the availability of funds for the SAFEHOUSE, COUNTY volunteer and foster animal collaboration program.

5. HOLD HARMLESS/INDEMNIFICATION.

5.1 SAFEHOUSE shall indemnify and hold harmless the COUNTY of Riverside, its Agencies, District, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SAFEHOUSE, 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 arising from the performance of SAFEHOUSE, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. SAFEHOUSE shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlement or awards, 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 in any claim or action based upon such alleged liability.

5.2 With respect to any action or claim subject to indemnification herein by SAFEHOUSE, SAFEHOUSE 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 the COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SAFEHOUSE's indemnification to the COUNTY as set forth herein.

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

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

6. INDEPENDENT CONTRACTOR.

6.1 It is the parties' intention that SAFEHOUSE is an independent contractor and not an employee of the COUNTY, and in conformity, therewith that SAFEHOUSE shall retain sole and absolute discretion and judgment in the manner and means of carrying out his/her duties. Therefore, SAFEHOUSE is fully aware no relationship of employer-employee exists between the parties hereto. SAFEHOUSE shall not be entitled to any benefits payable to employees of the COUNTY including County Workers' Compensation benefits. The COUNTY is not required to make any deductions from the compensation payable to SAFEHOUSE under the provisions of this Agreement; and as an independent, SAFEHOUSE hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists because of this Agreement.

6.2 It is further understood and agreed by the parties hereto that SAFEHOUSE in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agree to render and perform and not as to the means and methods for accomplishing the results.

7. INSURANCE- Without limiting or diminishing SAFEHOUSE's obligation to indemnify or hold the COUNTY harmless, SAFEHOUSE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

7.1 Workers' Compensation- If SAFEHOUSE has employees as defined by the State of California, SAFEHOUSE shall maintain Workers' 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. Policy shall be endorsed to waive subrogation in favor of the COUNTY of Riverside; and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

8. LICENSE.

8.1 SAFEHOUSE shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the law and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. SAFEHOUSE shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

8.2 A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

9. MONITORING- SAFEHOUSE hereby agrees to establish procedures for self monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate SAFEHOUSE'S performance under this Agreement upon reasonable notice to SAFEHOUSE and to any reasonable time.

10. TERMINATION- Either party may terminate this Agreement, without cause upon written notice served upon the other party. Written notice must be addressed to COUNTY representative as outlined in Exhibit A. Should COUNTY determine that there is a basis for termination for cause, such termination shall be effective immediately. Any animals remaining in the custody of SAFEHOUSE shall be returned to COUNTY within two business days. If transportation arrangements of animals back to COUNTY is required, SAFEHOUSE is to contact COUNTY Rescue/Foster Coordinator or other authorized COUNTY representative.

11. FORCE MAJEURE.

11.1 In the event SAFEHOUSE 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, SAFEHOUSE will not be held liable to COUNTY for such failure to comply.

11.2 In the event 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 SAFEHOUSE for such failure to comply.

12. NON-DISCRIMINATION AND ELIGIBILITY.

12.1 The SAFEHOUSE shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference sex, age (over 40), marital status, medical attention, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the

prohibition of discrimination against qualified handicapped persons in all programs or activities.

12.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

12.3 Denying an eligible person or providing to an eligible person any services or benefits which is different or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

12.4 Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any services, except when necessary for infection control.

12.5 Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

12.6 Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

12.7 The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

13. CONFLICT OF INTEREST- SAFEHOUSE and SAFEHOUSE'S employees, volunteers and board members, shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

14. ALTERATION- No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

15. 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.

16. ADMINISTRATION- The County Purchasing Agent, or Board of Supervisors, shall administer this Agreement on behalf of the COUNTY.

17. WAIVER – Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

18. JURISDICTION, VENUE, ATTORNEY FEES – This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. SAFEHOUSE agrees and consents to the exclusive jurisdiction of the courts if the State of California for all purposes regarding this Agreement and further agrees and consents

that venue of any action brought hereunder shall be exclusively in the COUNTY of Riverside, California.

19. CAPTIONS AND PARAGRAPH HEADINGS – Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in constructing this Agreement.

20. 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
6851 Van Buren Blvd.
Riverside, CA 92509

cc: COUNTY:
Community Health Agency
Procurement/Contracts Administration
4065 County Circle Drive
Riverside, CA 92503

SAFEHOUSE:
Operation SafeHouse, Riverside Emergency Shelter
9685 Hayes St.
Riverside, CA 92503

Or to such other address(es) as the parties may hereafter designate.

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

RIVERSIDE COUNTY

OPERATION SAFEHOUSE

By: _____
Chairman, Board of Supervisors

By: Kathy McAdara
Director

Print: _____

Print: KATHY McADARA

Date: _____

Date: 10/27/10

Attest: _____

Attest: Jackie Moot

FORM APPROVED COUNTY COUNSEL
BY: David H.K. Huff DATE 11/10/10
DAVID H.K. HUFF

EXHIBIT A
SCOPE OF WORK

Operation SafeHouse (SAFEHOUSE), a 501 (c) 3 organization, will foster eligible special needs animals for rehabilitation and adoption through the Riverside County Department of Animal Services (COUNTY). In addition, SAFEHOUSE will bring clients to volunteer at the Western Riverside County/City Animal Shelter.

1. SAFEHOUSE RESPONSIBILITY:

1.1 SAFEHOUSE will be responsible for the basic care of the foster animals that they take into their custody, which includes, but may not be limited to: supplying the appropriate water and COUNTY provided food, cleaning and medicating if necessary.

1.2 SAFEHOUSE will also be responsible for ensuring, to the best of their ability, that all animals are treated humanely. **NO ANIMALS MAY COME INTO CONTACT WITH PERSONS HAVING A HISTORY OF VIOLENT OR INAPPROPRIATE SEXUAL BEHAVIOR INCLUDING BUT NOT LIMITED TO VOLUNTEERS AND STAFF MEMBERS.**

1.3 SAFEHOUSE will provide transportation for fostered animals from the shelter and bring them back once they are eligible for adoption.

1.4 SAFEHOUSE must coordinate acquisition of foster animals through the shelter Operations Chief or a designee.

1.5 SAFEHOUSE employees will complete all the necessary training required through COUNTY staff in order to participate and sign up as volunteers through the Department of Animal Services. SAFEHOUSE will conduct all volunteer activities with their clients in accordance to the training received and adherence to Department of Animal Services Policies and Procedures.

1.6 SAFEHOUSE will provide transportation of their clients to and from the Western Riverside County/City Animal Shelter.

1.7 SAFEHOUSE will be responsible for the supervision of their clients at all times during their volunteer activities at the Western Riverside County/City Animal Shelter.

2. COUNTY RESPONSIBILITY:

2.1 COUNTY will identify animals eligible for foster and make the decision on whether an animal is a good candidate to go to SAFEHOUSE.

2.2 COUNTY will notify SAFEHOUSE when an animal comes into the shelter that qualifies for foster. Each animal will be evaluated by the appropriate shelter staff on a case by case basis to ensure it is eligible based on medical or behavioral disposition before release to SAFEHOUSE.

2.3 When an animal returns from SAFEHOUSE to the shelter, COUNTY will make every reasonable attempt to place the animal for adoption. Special emphasis may be placed on SAFEHOUSE fosters to generate interest in the program and gain support for SAFEHOUSE and COUNTY.

2.4 COUNTY will provide equipment, food, medications and veterinary care for foster animals, given the funding is available.

2.5 COUNTY can make no guarantees that all animals fostered will be adopted.

2.6 COUNTY staff will train SAFEHOUSE staff to volunteer in our facility and SAFEHOUSE staff will teach their clients to perform specific activities at the shelter.

2.7 COUNTY will provide volunteer opportunities and guidance for SAFEHOUSE staff.

3. **TRANSFER OF ANIMALS FROM COUNTY TO SAFEHOUSE :**

3.1 Animals leaving the custody of COUNTY for SAFEHOUSE will be sent out on Foster through the usual Foster Program Agreements. Only the Rescue/Foster Chief or other previously delegated shelter employee can make arrangements to release animals to an authorized SAFEHOUSE representative.

3.2 SAFEHOUSE will be required to sign a Foster Care Agreement (Attachment 1).

3.3 Animals who are adopted while in the custody of SAFEHOUSE must be processed through the standard COUNTY adoption agreements and all necessary fees paid. Potential adopters will be required to complete the adoption process in person at the Western Riverside County/City Animal Shelter.

3.4 Any animals not adopted while in the care of SAFEHOUSE will be brought back to the shelter by SAFEHOUSE, following foster, to be adopted through the standard COUNTY adoption agreements.

3.5 All applicable, City, County, and State Municipal Codes, Ordinances, and Laws must be adhered to at all times by SAFEHOUSE and COUNTY.

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ATTACHMENT 1



Department Of Animal Services
Robert Miller, Director

Outgoing Date: ___/___/___
Return Date: ___/___/___

FOSTER CARETAKER AGREEMENT

Animal ID(s) _____

Name: _____ **Phone:** _____

The parties agree that:

1. The Foster Caretaker shall provide the animal(s) with adequate care, including, but not limited to food, water, shelter, grooming and humane training. The Foster Caretaker understands the animal(s) shall remain the sole property of Riverside COUNTY Animal Services (RCAS).
2. The animals shall be returned to RCAS upon request by RCAS, or if the Foster Caretaker is no longer able to adequately care the animals, or if the Foster Caretaker is relocating outside Riverside COUNTY. The Foster Caretaker understands and acknowledges that he/she does not have the right or authority to keep the foster animal(s) or to place the foster animal(s) in other homes or places with other individuals unless permission is given in writing by RCAS Foster Care Management Personnel.
3. The Foster Caretaker agrees that should the animal(s) require extensive medical treatment, RCAS may request the immediate return of the animal(s) and may treat or euthanize the animals for humane reasons. This decision is the sole responsibility of the Department's Chief Veterinarian or his designee.
4. If the Foster Caretaker elects to take the foster animal to their own veterinarian without authorization, the Caretaker will be responsible for any expenses incurred. The Caretaker will supply RCAS with medical documentation from his/her veterinarian verifying diagnosis and treatment. In the unfortunate event the animal(s) dies or becomes so ill during foster care as to warrant humane euthanasia, the Foster Caretaker will notify RCAS by the next business day.
5. RCAS will not reimburse for any expenses incurred for any accessories, i.e.: food litter, toys, treats, bedding etc. purchased for the foster animals, without prior written authorization.

The Foster Caretaker agrees to defend, indemnify and hold the RCAS harmless from any direct or remote and consequential damages arising out of this foster arrangement. This agreement represents the entire agreement between the parties and any modification will be made in writing and signed by both the Foster Caretaker and the representative of the RCAS Foster Care Management.

Foster Caretaker **Signed:** _____ **Date** _____

For RCAS **Signed:** _____ **Date** _____