

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

658



**FROM:** Department of Animal Services

**SUBMITTAL DATE:**  
January 6, 2015

**SUBJECT:** Approve five year Agreement 15-003 between the County of Riverside Department of Animal Services and Finding Rover, to facilitate the transfer of information and animal photographs for the purpose of reuniting lost dogs with their owners  
[Districts All] [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve five year Agreement 15-003 between the County of Riverside Department of Animal Services and Finding Rover, to facilitate the transfer of information and animal photographs for the purpose of reuniting lost animals with their owners; and
2. Direct the Chairperson to execute two (2) original Agreements on behalf of the County.

**BACKGROUND:**

**Summary**

This Agreement provides the broad framework for cooperation between Finding Rover ("FR") and the Riverside County ("County") Department of Animal Services ("DAS"), to facilitate the transfer of information and animal photographs from the DAS database to FR for the purpose of reuniting lost animals with their owners.

Robert P. Miller, Director  
Department of Animal Services

RM:nd

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> N/A	<b>Budget Adjustment:</b> N/A
	<b>For Fiscal Year:</b> 14/15

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY:   
ANITA C. WILLIS  
DATE: 12-18-14

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

**BACKGROUND:**

**3-8**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
Department of Animal Services**

**FORM 11: Approve five year Agreement 15-003 between the County of Riverside Department of Animal Services and Finding Rover, to facilitate the transfer of information and animal photographs for the purpose of reuniting lost dogs with their owners**

[Districts All] [\$0]

**DATE: January 6, 2015**

**PAGE: 2 of 2**

**Summary (continued)**

Finding Rover developers John and Kristie Polimeno were in a coffee shop and spotted a lost dog poster, and thought why not use facial-recognition technology to help track down dogs? Polimeno started calling the major players in facial-recognition technology and finally found a willing partner in the Software Development Center at the University of Utah. They funded the research while the center worked on the development of the facial recognition program. The programmers ended up developing an algorithm called Pet Match that uses machine learning and computer vision to pick-up on key features of dogs that differentiate them from the rest of the puppy population. With this new technology DAS objective is that more animals will be reunited with their owners.

**Impact on Citizens and Businesses**

Pet owners that have lost an animal will have an added opportunity to be reunited.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no County cost associated with this agreement.

# **Memorandum of Agreement Between Finding Rover and the County of Riverside, California through its Department of Animal Services**

## **I. Purpose**

The purpose of this Memorandum of Agreement (the "Agreement") is to create a working relationship between Finding Rover ("FR") and the County of Riverside ("County"), political subdivision of the State of California, by and through its Department of Animal Services ("DAS") ("the Parties"). The further purpose of this Agreement is to facilitate the transfer of information and animal photographs from the DAS database to FR. The Parties' objective is to maximize the opportunities to reunite stray animals with their owners before, during, and after being impounded by DAS. This Agreement shall be effective when fully executed by both parties (the "Effective Date").

The Parties to this agreement have determined that it is in the best interests of themselves and the communities they shall assist, specifically pet owners within the County of Riverside, California, to share information and the responsibilities of both parties.

This Agreement provides the broad framework for cooperation between FR and the DAS in working to reunite lost pets with their owners. As noted below, the Agreement may be further supplemented in the future from time to time, as the need arises, to address specific operational needs to carry out the primary purpose of the Agreement. All such modifications must be in writing to be binding on both parties.

## **II. Concept of Operations**

Both FR and DAS are separate and independent entities. As such, each Party retains its own identity, rights and responsibilities in providing services, and each Party is responsible for establishing its own policies, costs, and financing its own activities.

## **III. Definitions**

A. **Database:** The DAS database shall be defined as any information in the DAS' Chameleon database or subsequent database pertaining to dogs and cats that have been impounded by the DAS or dogs and cats either licensed or linked to a pet owner.

B. **Photograph:** A photograph is any photograph saved in the DAS database of a dog or cat that has been impounded by the DAS or dogs and cats either licensed or linked to a pet owner in the DAS database.

C. **Authorized Representative:** The list of names and titles of authorized representatives for each Party shall be attached hereto as "Exhibit A" and shall be updated as needed by each Party by means of a written notification.

#### IV. Methods of Cooperation

In order that the resources of FR and the DAS may be coordinated and best utilized when attempting to reunite a lost pet with its owner under this Agreement, both entities agree to the following principles:

A. Close cooperation shall be maintained between FR and the DAS through the use of meetings, telephone conferences, email, and other means on an "as needed" basis.

B. FR and the DAS will distribute this Agreement internally and shall urge full cooperation among their respective staffs.

C. FR and the DAS will keep each other updated as to the Authorized Representatives to contact for assistance or response.

D. The use of the FR name and logo by DAS for purposes of promoting FR shall be permitted upon written agreement of FR, in advance. FR's use of the County name and logo or the DAS name and logo shall only be used with the prior written approval of the County.

E. The Agreement may be further supplemented in writing to address specific operational needs to carry out the primary purpose of the Agreement and such writings shall supersede any other understandings as to the Agreement.

#### V. Database Transfer

##### A. **Database Selection**

The DAS shall, in conjunction with FR, determine the type of data necessary to FR to populate the FR program with the goal being the reunification to lost pets with their owners. FR acknowledges that the contents of the DAS Chameleon database, and other information in DAS's and the County's possession, including photos, are considered public data and such information is provided to FR on a non-exclusive basis. Such data and information may be released to any other entity or person without restriction and/or notice to FR.

##### B. **Database Transfer**

The transfer of data and photographs is only one directional, specifically from DAS to FR. The DAS shall determine the frequency of the database transfers to FR so as to not impede the daily operation of the DAS database.

**C. Costs of Operation**

Each Party shall be responsible for all of its own costs associated with operating their organization. FR and the DAS shall not be liable for any portion of any expenses incurred by the other.

**D. Relationship; Supervision and Control**

Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between FR and the DAS. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

**E. Public/County**

Except for as provided below, FR and the County shall be responsible for their own publicity regarding this Agreement. Joint publicity shall be permitted only with the prior written approval of both Parties.

**F. Non-Exclusive Agreement**

This Agreement is non-exclusive; FR and the DAS reserve the right to form similar agreements with other parties.

**G. Insurance**

FR shall carry its own insurance covering its individual organization, its staff and/or any volunteers. The DAS is a department of the County, which is a self-insured governmental entity.

**H. Release of Information**

FR recognizes and acknowledges that the DAS and the County are subject to and governed by the California Public Information Act, and that absent legal exemption to disclosure, records in the possession of or used by the County and the DAS are subject to disclosure upon request.

**VI. Indemnity and Limitation of Liability**

FR shall defend, indemnify, and hold harmless County, its officers, appointed or elected officials, employees, agents, representatives, successors and assigns ("Indemnified Parties"), against all costs, expenses (including reasonable attorneys' fees, expenses, and court costs), liabilities, damages, claims, suits, actions, and causes of actions ("Claims"), to the extent arising, directly or indirectly, out of (a) breach of this agreement or violation of law by FR, its officers,

agents, employees, contractors, subcontractors, successors and assigns (“Contracting Parties”), (b) a false representation or warranty made by the Contracting Parties in this agreement or in FR’s proposal, (c) the negligence, willful misconduct, or breach of a standard of strict liability by the Contracting Parties in connection with this Agreement; provided, however, this indemnity obligation shall not be applicable to the extent that any Claim is solely the result of the negligence or willful misconduct of the Indemnified Parties. Claims to be indemnified under this article include Claims for bodily injury or death, occupational illness or disease, loss of services, wages or income, damage destruction or loss of use of property, and workers’ compensation claims.

Neither Party shall be liable to the other Party for any incidental, consequential, indirect, special or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence or other form of action.

#### **VII. Entire Agreement; Amendment; Counterparts**

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreement relating thereto, and may not be changes, modified, amended or supplemented, except by written consent of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

#### **VIII. Periodic Review**

FR and the DAS shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

#### **IX. Term; Termination**

This Agreement shall be effective as of the Effective Date and shall remain in effect for five years, but may be terminated by fifteen (15) days’ written notification from either Party at any time.

**[Intentionally left blank for signature page to follow]**

APPROVED BY:

**County**

By: \_\_\_\_\_  
Marion Ashley, Chairman Board of Supervisors  
ATTEST: Kecia Harper-Ihem, Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Finding Rover**

By: \_\_\_\_\_  
  
John Polimeno

Date: 12/08/14

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY:  L. ALEXANDRA FONG  
DATE: 12/15/14

**Exhibit A**  
**Authorized Representatives**

**County:**

Irene Anderson, Operations Chief, (951) 358-4288 [IMAnders@rcdas.org](mailto:IMAnders@rcdas.org)

Gisela Ramirez, Supervising Office Assistant, (951) 358-7342 [GiRamire@RCDAS.ORG](mailto:GiRamire@RCDAS.ORG)

**Finding Rover:**

John Polimeno, (209) 456-0443 [johnpolimeno@gmail.com](mailto:johnpolimeno@gmail.com)