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



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
June 8, 2011

SUBJECT: Approve the Right of Entry Agreement No.11-030 between Riverside County Regional Park and Open-Space District and the County of Riverside Community Health Agency-Department of Animal Services, for housing disaster displaced animals during an emergency

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the Right of Entry Agreement No.11-030 for the period of five (5) years from the date of execution between the Riverside County Regional Park and Open-Space District ("Grantor") and the County of Riverside Community Health Agency, Department of Animal Services ("Grantee"), for housing disaster displaced animals during an emergency; and

2) Authorize the Chairperson to execute four (4) original copies of the Right of Entry Agreement on behalf of the County of Riverside.

BACKGROUND:

Grantor is the owner of certain real property known as; the Jensen-Alvarado Historic Ranch House, Hidden Valley Wildlife Area, McCall Memorial Park, and Rancho Jurupa Park, referred to as the ("Property").

(Continued on page 2)

RM:nd

Robert Miller
Robert Miller, Director, Department of Animal Services

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

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

County Executive Office Signature

BY: *Michael R. Shetler*
Michael R. Shetler For Debbie Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: CHA-Animal Services, Parks

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.23

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 6/10/2011
DAVID H. K. HUFF Departmental Concurrence

Policy ☒ Policy ☒
Consent ☐ Consent ☐

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

Form 11

Subject: Approve the Right of Entry Agreement No.11-030 between Riverside County Regional Park and Open-Space District and the County of Riverside Community Health Agency-Department of Animal Services, for housing disaster displaced animals during an emergency

Page 2

BACKGROUND (continued):

Grantee desires to obtain Grantor's permission to enter upon and use the Property, on a temporary basis, for the purpose of housing and caring for disaster displaced animals during an emergency in accordance to the Riverside County Operational Area (OA) Emergency Operations Plan (EOP) guidelines as referenced in www.rvcfire.org/opencms/functions/oes/EmergencyManagement/PlansandPublications/ which addresses the planned response to extraordinary emergency situations associated with natural disaster, technological incidents, and national security emergencies in or affecting Riverside County. This EOP describes the operations of the Riverside County Emergency Operations Center (EOC), which is the central management entity responsible for directing and coordinating the various Riverside County Departments and other agencies in their emergency response activities.

Grantor desires to accommodate Grantee's request for permission to enter upon Grantor's Property, on a temporary basis, for the purpose of housing and caring for disaster displaced animals during an emergency.

Riverside County Regional Park and Open-Space District, a special district, ("Grantor"), and the County of Riverside on behalf of Community Health Agency, Department of Animal Services, ("Grantee")

RIGHT OF ENTRY AGREEMENT

This Right of Entry ("ROE") Agreement is made and entered into this ^{28th} day of June, 2011, between the Riverside County Regional Park and Open-Space District ("Grantor") and the County of Riverside on behalf of Community Health Agency, Department of Animal Services ("Grantee"). Grantor and Grantee are sometimes collectively referred to as "Parties".

RECITALS

A. Grantor is the owner of certain real property known as; the Jensen-Alvarado Historic Ranch House, Hidden Valley Wildlife Area, McCall Memorial Park, and Rancho Jurupa Park, and identified graphically in Exhibit "A" consisting of 4 pages, attached hereto, and incorporated herein by reference, and referred to as the ("Property"). Grantor has the right to grant to Grantee permission to enter upon, and use, the Property.

B. Grantee desires to obtain Grantor's permission to enter upon and use the Property, on a temporary basis, for the purpose of housing and caring for disaster displaced animals during an emergency in accordance to the Emergency Operations Plan Part 1 and 2 (EOP) guidelines as referenced in www.rvcfire.org/opencms/functions/oes/EmergencyManagement/PlansandPublications/. The Riverside County Operational Area (OA) Emergency Operations Plan (EOP) addresses the planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies in or affecting Riverside County. This EOP describes the operations of the Riverside County Emergency Operations Center (EOC), which is the central management entity responsible for directing and coordinating the various Riverside County Departments and other agencies in their emergency response activities. Section 3.2.15 Animal Care Unit Leader, is referenced in Attachment "A" which is attached hereto and incorporated by reference.

C. Grantor desires to accommodate Grantee's request for permission to enter upon Grantor's Property, on a temporary basis, for the purpose of housing and caring for disaster displaced animals during an emergency within the Property limits identified in Exhibit "A" the scope of entry and limitation of activities as defined in Grantee's proposal known as Exhibit "B" consisting of 3 pages, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

AGREEMENT

1. **Right of Entry:** Grantor hereby grants to Grantee and its agents, employees and contractors the temporary right to enter onto the Property for the purpose of housing and caring for disaster displaced animals during an emergency more particularly described in Exhibit "B" attached and for no other purpose.

2. **Term:** The term of this Right of Entry shall commence on the date this ROE Agreement is executed by all Parties hereto ("Effective Date"). This ROE shall terminate five (5) years from the Effective Date of this Agreement or until completion of said project. The term may be extended by

1 written notice to Grantee in the sole and absolute discretion of Grantor. This ROE is subordinate to all
2 prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights
3 inconsistent with the reasonable exercise by Grantee of its rights under this ROE.

4 **3. Modification:** The agreement shall not be changed, modified, or amended except upon the
5 written consent of the Parties hereto. No oral understanding not incorporated herein, shall be binding on
6 any of the parties hereto.

7 **4. Consideration:** Grantee agrees to be responsible for all the costs associated with the
8 temporary placement of animals on these properties in an emergency.

9 **5. Notice of work:** Prior to any entry upon the Property for any of the purposes hereinabove
10 set forth, Grantee shall notify the authority in charge named below by written and/or oral notice at least
11 forty-eight (48) hours prior to commencement of entry and work or as soon as emergency is declared or
12 known. Grantee shall also notify authority in charge at least forty-eight (48) hours prior to cessation of
13 work or as soon as emergency is declared or known.

GRANTOR CONTACT:

11 Name: General Manager
12 Address: 4600 Crestmore Road
13 Phone: (951) 955-4310
14 Email: mgayk@rivcoparks.org

GRANTEE CONTACT:

Name: Rita Gutierrez, Commander Field Services
Work: (951) 358-7365 Fax: (951) 358-7975
Cell: (909) 772-4363 After Hours: (951) 358-7387
Email: RDGutier@rivcocha.org

15 **6. Liens:** Grantee shall not permit to be placed against the Property, or any part thereof, any
16 design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to
17 Grantee's actions upon the Property. Grantee agrees to hold Grantor harmless for any loss or expense,
18 including reasonable attorneys' fee, arising from any such liens which might be file against the Property.

19 **7. Indemnification:** Grantee shall defend, indemnify and hold harmless Grantor, its
20 Agencies and Departments, their respective directors, officers, Board of Directors, elected and appointed
21 officials, employees, agents and representatives from all actions, claims, suits, penalties, obligations,
22 damages and liabilities of whatsoever kind and nature arising from death, personal injury, property
23 damage or other cause asserted or based upon any act or omission of Grantee, its employees, agents, or
24 any subcontractors, agents or representatives of Grantee, or the obligations contemplated by this
25 agreement, to or in any way connected with the use of the property. Such indemnification shall include
26 all costs and attorneys fees. The obligations set forth in this paragraph shall survive the termination of
27 this agreement.

28 **8. Insurance:** As a condition of this ROE Agreement, Grantee will provide, and/or cause its
contractors to provide, a policy or policies of insurance as follows: A certificate of insurance naming the
Grantor as additional insured in the amount of \$1,000,000.00 general liability policy as well as verifying
\$1,000,000.00 of automobile and workers compensation insurance. Such insurance shall be primary and
all endorsements shall be provided. Maintaining and showing proof of insurance shall not limit or restrict
Grantee's indemnification of the County.

9. Compliance with Laws: Grantee shall, in all activities undertaken pursuant to this ROE,
comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws,
statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the

generality of the foregoing, Grantee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Grantee desires to conduct or have conducted pursuant to this ROE.

10. **Inspection:** Grantor and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Grantee's compliance with the terms and conditions of this ROE.

11. **Not Real Property Interest:** It is expressly understood that this ROE is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property to Grantee.

12. **Protection and Restoration of the Property:** Grantee shall protect the Property, including all improvements and the natural resources thereon, at all times at Grantee's sole cost and expense, and Grantee shall strictly adhere to the following restrictions:

12.1 Grantee may not place or dump garbage, trash or refuse anywhere upon or within the Property, except for self-contained trash receptacles that are maintained to Grantor's satisfaction by Grantee;

12.2 Grantee may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property;

12.3 Grantee may not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards without first obtaining written permission by the Grantor;

12.4 Grantee may not disturb, move or remove any rocks or boulders upon the Property except for the elimination of safety hazards without first obtaining written permission by the Grantor;

12.5 Grantee must exercise due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause.

Upon the termination or revocation of this ROE, but before its relinquishment to Grantor, Grantee shall, at its own cost and expense, remove any debris generated by its use and Property shall be left in a neat condition. Grantee agrees not to damage Property in the process of performing the permitted activities.

13. **Public safety:** Grantee shall take any and all other necessary and reasonable steps to protect the public from harm due to the work. Furthermore, Grantee shall take all reasonable precautions to avoid disturbing the general public using the Property.

14. **Entire agreement:** This ROE Agreement is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this ROE contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital. Any ambiguity in the Agreement or any of

its provisions shall not be interpreted against the Party drafting the agreement.

15. Warranty of Authority: The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this ROE and the attendant documents provided for herein, and this agreement and said additional documents are, accordingly, binding on said person or entity.

16. Assignment: This ROE shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor shall Grantee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

17. Choice of Law: This Right of Entry Agreement will be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement on the date as indicated below each Party's signature.

Dated this 28th day of June, 2011

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT, a Special District

By: 
Scott Bangh, General Manager

Date: 6/13/11

GRANTEE:

COUNTY OF RIVERSIDE COMMUNITY
HEALTH AGENCY, DEPARTMENT OF
ANIMAL SERVICES

By: Bob Buster Date: JUN 28 2011
Bob Buster, Chairman
Board of Supervisors

ATTEST: Kecia Harper-Ihem, Clerk

By: Kecia Harper-Ihem Date: JUN 28 2011
(Signature of Kecia Harper-Ihem)

Approved as to Form and Content:

PAMELA J. WALLS

County Counsel

By: Pamela J. Walls Date: 6/10/2011
(Signature of Pamela J. Walls)
Deputy County Counsel

////
nd

EXHIBIT A 1.1 - Jensen/Alvarado Ranch

District Property Subject to ROE With Community Health Agency - Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITH CORRALS ON SITE

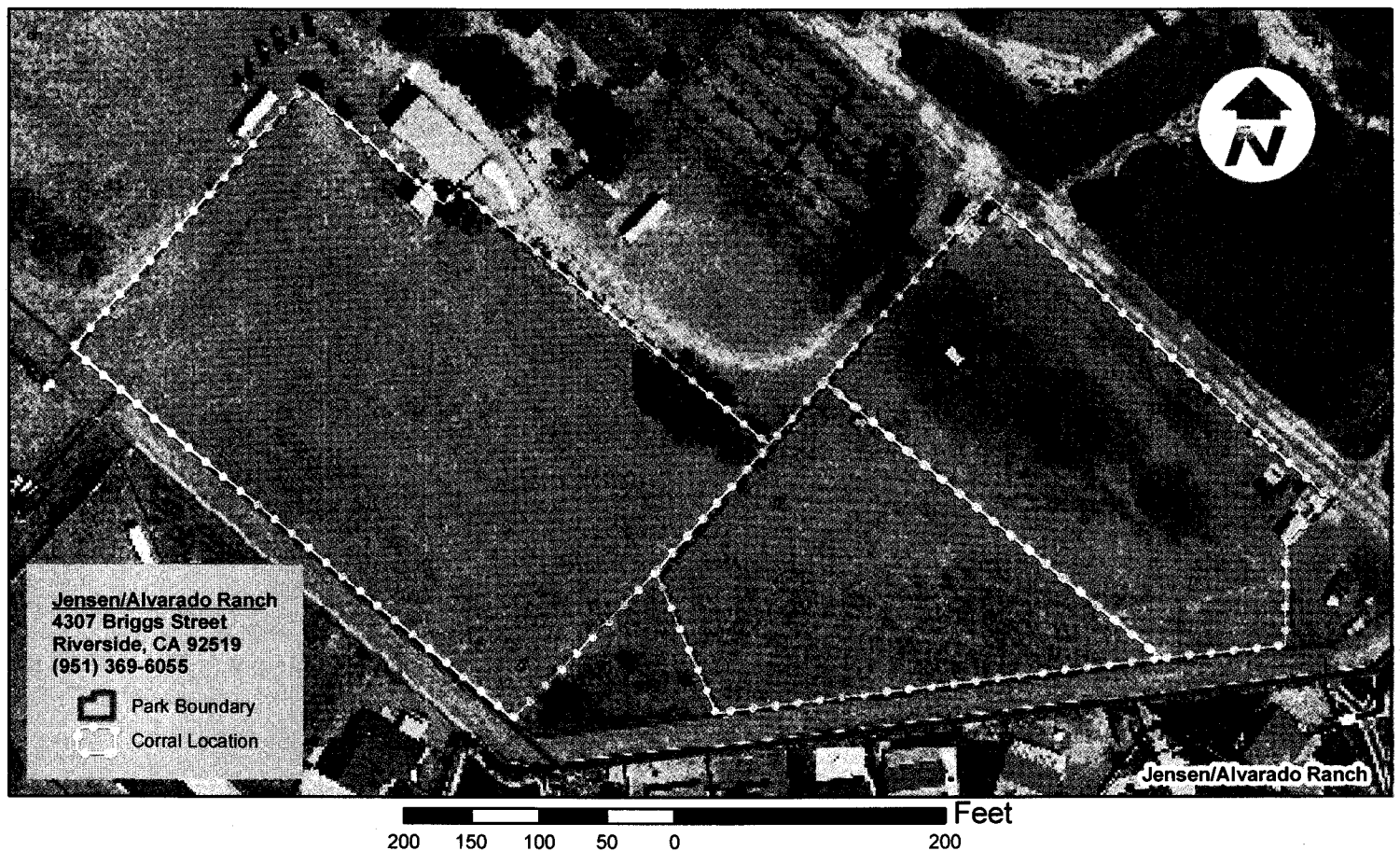
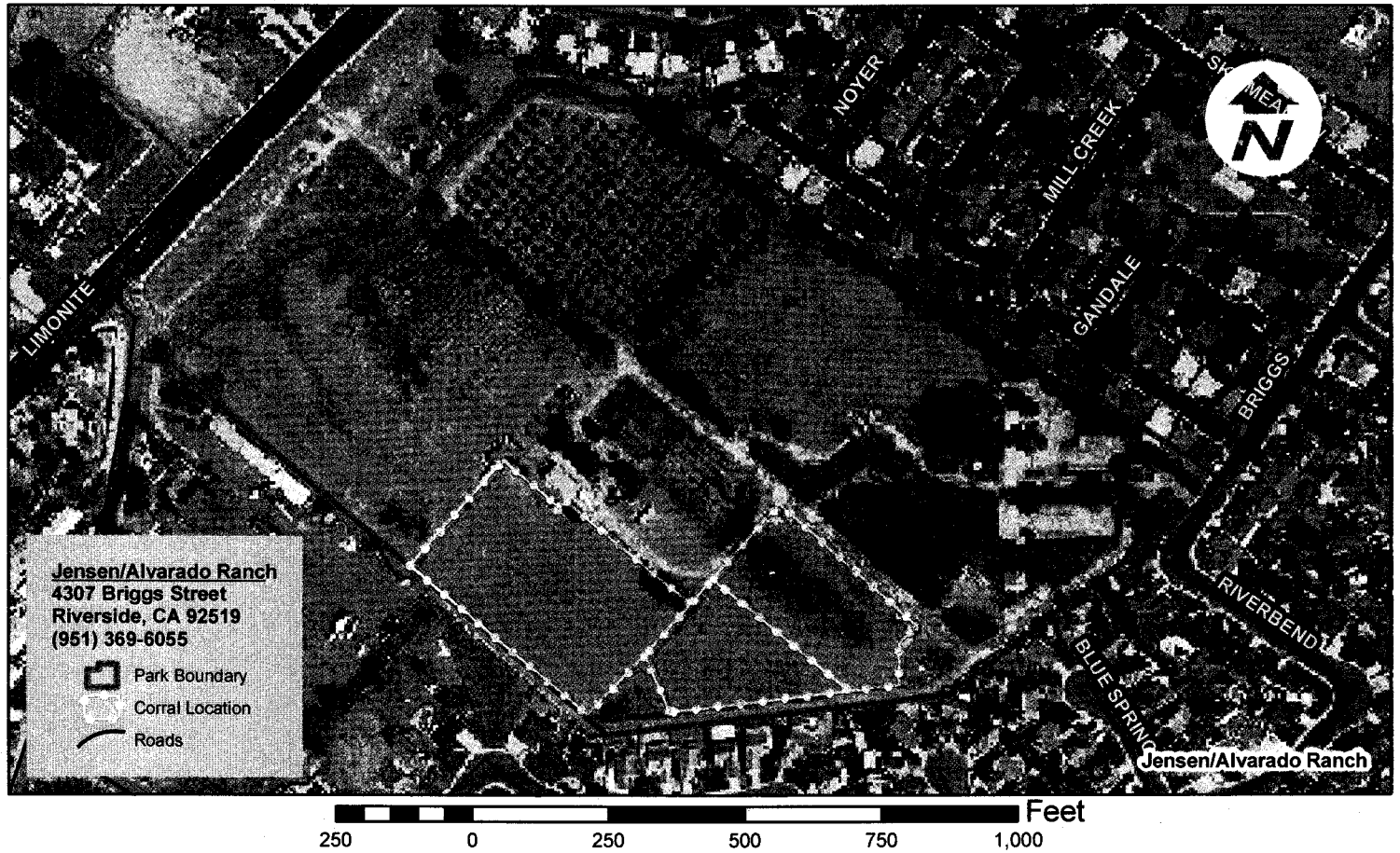
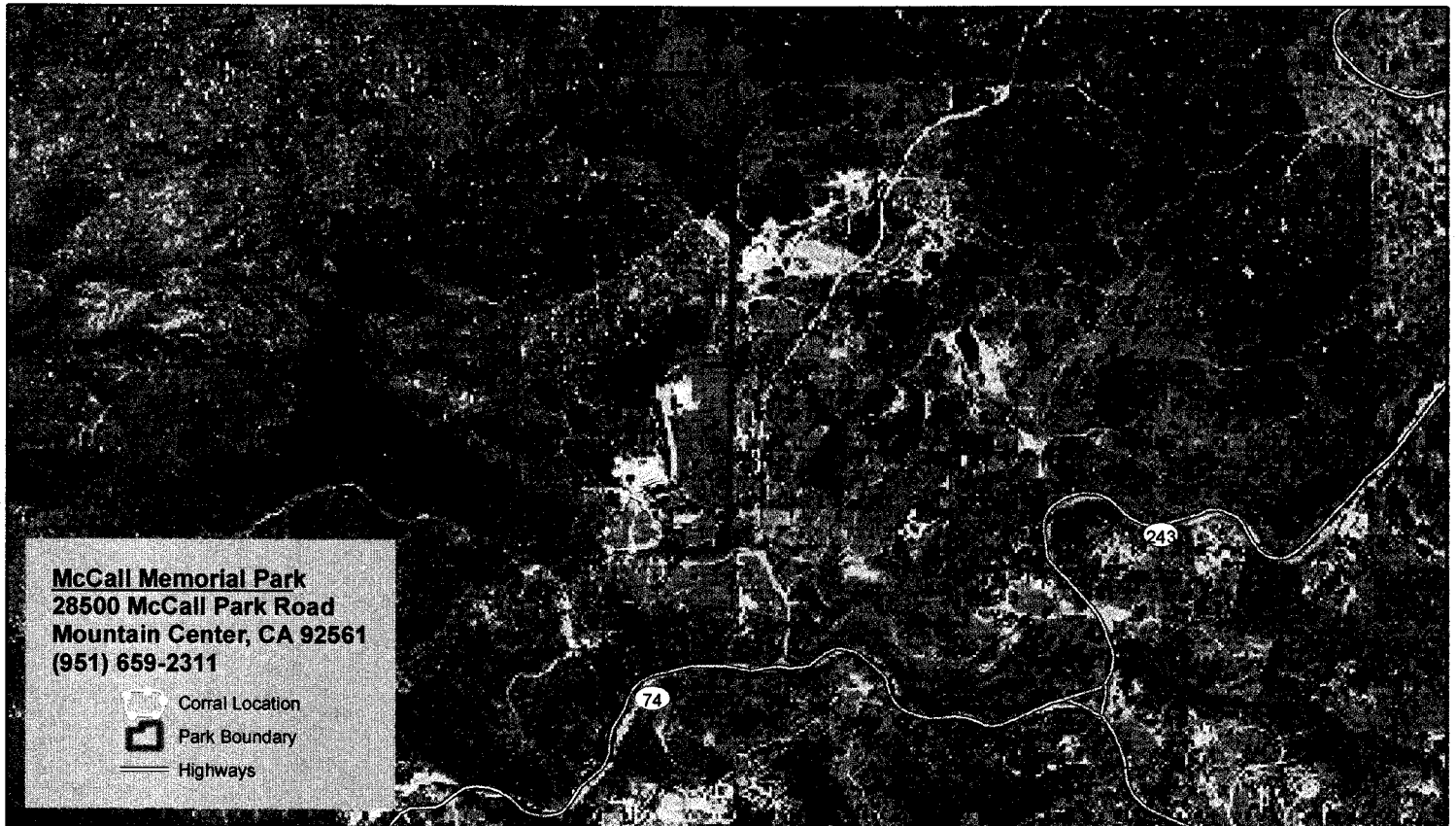


EXHIBIT A 1.2 - McCall Memorial Park

District Property Subject to ROE With Community Health Agency - Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITH CORRALS ON SITE



500 0 500 1,000 1,500 2,000 Feet



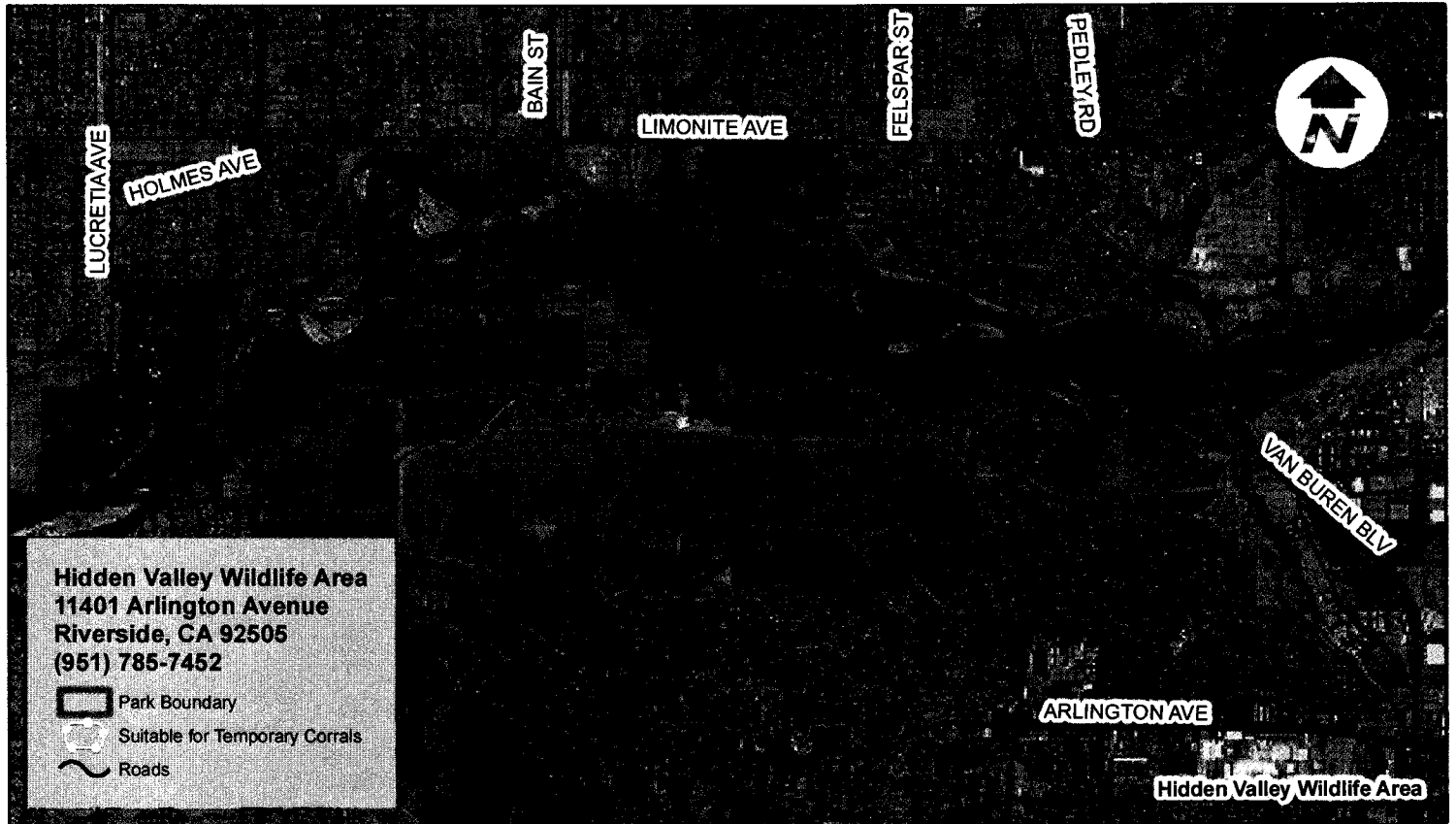
200 150 100 50 0 200 Feet

EXHIBIT A 2.1 - Hidden Valley Wildlife Area

District Property Subject to ROE With Community Health Agency - Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITHOUT CORRALS ON SITE



2,000 0 2,000 4,000 6,000 8,000 Feet



100 75 50 25 0 100 200 Feet

EXHIBIT A 2.3.Rancho Jurupa Park

District Property Subject to ROE With Community Health Agency - Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITHOUT CORRALS ON SITE



EXHIBIT B
SCOPE OF WORK

1. BACKGROUND:

1.1 This Exhibit provides the framework for a collaborative effort for use of Property, and is incorporated by reference. The ROE with the Community Health Agency — Department of Animal Services, defines Property to be used as emergency, large animal holding facilities in the event of a disaster. The parties desire to reach an understanding that results in making the Property, located throughout the County of Riverside, and its equipment, available to Grantee for the use of caring and sheltering disaster displaced animals.

2. NOTICES:

2.1 All correspondence and notices required or contemplated by this ROE 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:

GRANTEE:

Western Riverside Animal Shelter
Director, Dept. of Animal Services
6851 Van Buren Blvd.
Riverside, CA 92509 Ph (951) 358-7442

CC:

Community Health Agency
Procurement / Contracts
4065 County Circle Drive
Riverside, CA 92503 Ph (951) 358-5097

GRANTOR:

Regional Parks and Open Space District
General Manager, Parks and Open Space District
4600 Crestmore Road
Riverside, CA 92509 Ph (951) 955-4310

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

3. GRANTOR RESPONSIBILITIES:

3.1 Grantor agrees that after relating its emergency responsibilities to its staff, it will permit, to the extent of its ability, and upon request by Grantee, use of the Property as referenced in this Scope of Work and related Exhibit A.

3.2 Grantor agrees that prior to releasing the Property for use as a Riverside County emergency shelter, it will, to the extent reasonably possible, evaluate the Property and secure and/or remove any valuable property not required for emergency shelter.

3.3 Grantor agrees upon commencement of Grantee use of the Property as an emergency shelter, a representative from Grantor and Grantee will do a pre-inspection walk through, as referenced in Section 4.2 below.

11-030
3.4 Grantor agrees that if and when their personnel are used in conjunction with Grantee personnel, Grantee policies, regulations and procedures will be used to operate the emergency shelter.

3.5 Grantor agrees to have a designee for who will meet periodically, at least once daily, with Grantee designee as referenced in Section 4.5 below.

3.6 Grantor agrees that upon termination of the use of Property by Grantee as an emergency shelter, designees from Grantor and Grantee will do a post-inspection walk through as referenced in Section 4.7 below.

3.7 It is understood that should the Grantor request the emergency shelter be relocated before the end of the shelter operations, Grantor may ask that the animals be removed from the property immediately. Grantee agrees to relocate the sheltered animals upon request within forty-eight (48) hours of Grantee locating a suitable alternate site. The Grantee has sole discretion in determining the suitability of any alternate site.

3.8 Grantor has the right to deny entry to their Property for any reason.

4. GRANTEE RESPONSIBILITIES:

4.1 Grantee agrees when normal communication methods are possible, to follow the notification procedures outlined in the Riverside County Emergency Operations Plan located in Section 3.2.15 Animal Care Unit Leader, as referenced in Attachment A, attached hereto and incorporated herein, as part of the Scope of Work.

4.2 Grantee agrees upon commencement of its use of the Property as an emergency shelter, designees from Grantee and Grantor will do a pre-inspection walk-through so as to document the condition of the Property prior to its use. Said pre-inspection walk-through will document and identify valuable property that is not removed from the Property prior to the commencement of its use as an emergency shelter.

4.2.1 Pre-inspection includes, but is not limited to, the following:
Picture taking, documenting and identifying equipment, fences, buildings, grounds and their condition.

4.3 Grantee agrees to care for all livestock animals impounded, until their date of release and/or relocation.

4.4 Should Grantee request that members of the Property staff be officially assigned to the emergency shelter at the Property, any financial reimbursement must be written and executed between Grantee and Grantor within forty-eight (48) hours of the request.

4.5 Grantee agrees that designees from Grantee and Grantor will meet periodically, at least once daily, while the emergency is ongoing, to evaluate the

necessity for the continuation of emergency shelter operations at the Property and to resolve any other operational concerns.

4.6 Grantee agrees that it will exercise reasonable care in the conduct of its activities at Property and, when provided with documented inventory and cost information, further agrees to replace or reimburse Grantor for any food or supplies used during the emergency shelter operation.

4.7 Grantee agrees upon termination of its use of the Property as an emergency shelter, designees from Grantee and Grantor will do a post-inspection walk through to properly account for any property damage that may occur during and be caused by Grantee emergency shelter use.

4.7.1 Post-inspection includes, but is not limited to, the following:
Picture taking, documenting and identifying equipment, fences, buildings, grounds and their condition.

4.8 Grantee further agrees to repair/replace or reimburse Grantor for the fair replacement cost for any agreed upon documented damage.

Grantee is self insured as a division of the County of Riverside. In the event that the Governor of California declares a large scale disaster, Federal Emergency Management Agency (FEMA) insurance and reimbursement may be available.

**FOR PROPERTY LOCATIONS
SEE EXHIBIT A – MAPS OF DISTRICT PROPERTY**

5. PARK LOCATION ADDRESSES:

5.1 PARKS WITH CORRALS ON SITE:

5.1.1 Jensen Ranch/Alvarado Ranch
4307 Briggs Street
Riverside, CA 92519 Phone: (951) 369-6055

5.1.2 McCall Memorial Park
28500 McCall Park Road
Mountain Center, CA 92561 Phone: (951) 659-2311

5.2 PARKS WITHOUT CORRALS ON SITE:

5.2.1 Hidden Valley Wildlife Area
11401 Arlington Avenue
Riverside, CA 92505 Phone: (951) 785-7452

5.2.2 Rancho Jurupa Park
4800 Crestmore Road
Riverside, CA 92509-6839 Phone: (951) 684-7032

Riverside County Emergency Operations Plan
Part 2: Supporting Documents

February 2006

3.2.15 Animal Care Unit Leader

POSITION TITLE: Animal Care Unit Leader

You report to: Care & Shelter Branch Director

You supervise: N/A

Position Overview

The Animal Care Unit Leader serves as the County point of contact for the Riverside County Operational Area to ensure that animal control activities are coordinated throughout the County.

Responsibilities

- ☐ Coordinate animal control activities throughout the County.
- ☐ Control loose animals.
- ☐ Identify emergency animal shelters.

Initial Actions

- ☐ Obtain a status on the number and types of loose or homeless animals in the Riverside County Operational Area.
- ☐ Determine if animals need to be evacuated or can be cared for in place. Ensure that animals not evacuated are being cared for (i.e., food, water, etc., is being provided).
- ☐ Identify potential emergency shelters by contacting volunteer animal rights organizations for assistance.
- ☐ Identify Veterinarians to be on call for animal emergencies.
- ☐ Obtain staff for each emergency animal shelter to be established from volunteer groups and the Logistics Section.
- ☐ Contact jurisdictional animal welfare facilities and determine their status and ability to function.
- ☐ Determine location and time of any animal welfare facilities activated.
- ☐ Determine location and status of major incidents involving a threat to or from animals.
- ☐ Determine extent of damage to, and the operational capacity of department shelter facilities.