

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

819



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
January 30, 2012

SUBJECT: Approve the Right of Entry Agreement 11-143 between Beaumont -Cherry Valley Recreation and Park 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 11-143 between Beaumont-Cherry Valley Recreation and Park 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 three (3) 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; Noble Creek Regional Park, referred to as the ("Property"). 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.

(CONTINUED page 2)

Robert Miller
Robert Miller, Director
Department of Animal Services

RM:nd

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

BY: *Debra Courmoyer*
Debra Courmoyer
County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Bruce G. Fordon*
DATE: 2/8/12
Departmental Concurrence

Policy Policy
Consent Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: February 28, 2012
xc: CHA-Animal Services

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

Dept's Recomm.:
Per Exec. Ofc.:

Form 11

Subject: Approve the Right of Entry Agreement 11-143 between Beaumont –Cherry Valley Recreation and Park District and the County of Riverside-Community Health Agency, Department of Animal Services for housing disaster displaced animals during an emergency
Page 2 of 2

BACKGROUND (Continued): 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.

1 Beaumont-Cherry Valley Recreation and Park District, ("Grantor"), and the County of Riverside on
2 behalf of Community Health Agency, Department of Animal Services, ("Grantee")

3 RIGHT OF ENTRY AGREEMENT

4 This Right of Entry ("ROE") Agreement is made and entered into this day of ,
5 2012, between the Beaumont-Cherry Valley Recreation and Park District, ("Grantor"), and the County of
6 Riverside on behalf of Community Health Agency, Department of Animal Services ("Grantee"). Grantor
7 and Grantee are sometimes collectively referred to as "Parties".

8 RECITALS

9 **A.** Grantor is the owner of certain real property known as; the Noble Creek Regional Park, and
10 identified graphically in Exhibit "A" Map of Property, consisting of 1 page, attached hereto, and
11 incorporated herein by reference, and referred to as the ("Property"). Grantor has the right to grant to
12 Grantee permission to enter upon, and use, the Property.

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

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

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

AGREEMENT

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

5 **2. Term:** The term of this Right of Entry shall commence on the date this ROE Agreement is
6 executed by all Parties hereto ("Effective Date"). This ROE shall terminate five (5) years from the
7 Effective Date of this Agreement or until completion of said project. The term may be extended by
8 written notice to Grantee in the sole and absolute discretion of Grantor. This ROE is subordinate to all

1 prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights
2 inconsistent with the reasonable exercise by Grantee of its rights under this ROE.

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

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

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

13 **GRANTOR CONTACT:**

14 Name: General Manager
15 Address: 650 W. Oak Valley Parkway
16 Phone: (951)845-9555 or Cell: (909)758-1590
17 Email: mickey@bcvparks.com

18 **GRANTEE CONTACT:**

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

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

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

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

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

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

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

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

14 **12.1** Grantee may not place or dump garbage, trash or refuse anywhere upon or within
15 the Property, except for self-contained trash receptacles that are maintained to Grantor's
16 satisfaction by Grantee;

17 **12.2** Grantee may not commit or create, or suffer to be committed or created, any waste,
18 hazardous condition and/or nuisance to occur upon the Property;

19 **12.3** Grantee may not cut, prune or remove any native trees or brush upon the Property,
20 except for the elimination of safety hazards without first obtaining written permission by the
21 Grantor;

22 **12.4** Grantee may not disturb, move or remove any rocks or boulders upon the Property
23 except for the elimination of safety hazards without first obtaining written permission by the
24 Grantor;

25 **12.5** Grantee must exercise due diligence in the protection of the Property against
26 damage or destruction by fire, vandalism or other cause.

27 Upon the termination or revocation of this ROE, but before its relinquishment to Grantor, Grantee
28 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.

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

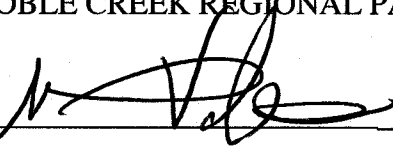
5 **16. Assignment:** This ROE shall not, nor shall any interest herein be assigned, mortgaged,
6 hypothecated, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor
7 shall Grantee let or sublet or grant any license of permit with respect to the use and occupancy of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

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

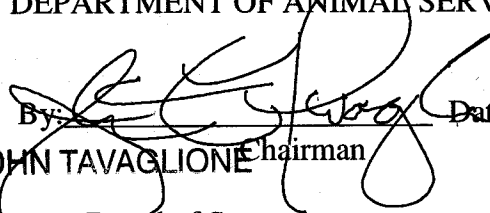
11 **IN WITNESS WHEREOF**, the Parties hereto have executed this Right of Entry Agreement on
12 the date as indicated below each Party's signature.

13 Dated this 28th day of February, 2012


14 **GRANTOR:**
15 BEAUMONT-CHERRY VALLEY
16 RECREATION AND PARK DISTRICT
17 NOBLE CREEK REGIONAL PARK

18 By:  Date: 1-25-12
19 Mickey Valdivia, General Manager
20 Print Name & Title

21 **GRANTEE:**
22 COUNTY OF RIVERSIDE
23 COMMUNITY HEALTH AGENCY
24 DEPARTMENT OF ANIMAL SERVICES

25 By:  Date: FEB 28 2012
26 JOHN TAVAGLIONE Chairman
27 Board of Supervisors


28 ATTEST: Kecia Harper-Ihem, Clerk

By:  Date: FEB 28 2012
Deputy

Approved as to Form and Content:

PAMELA J. WALLS

County Counsel

By:  Date: 2/8/12
Deputy County Counsel

//////
nd

EXHIBIT A
MAP OF PROPERTY
NOBLE CREEK REGIONAL PARK



**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:

Beaumont-Cherry Valley Recreation and Park District
Director, Noble Creek Regional Park
650 W. Oak Valley Parkway
Beaumont, CA 92223 Ph (951) 845-9555

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.

1 necessity for the continuation of emergency shelter operations at the Property and to¹⁴³
2 resolve any other operational concerns.

3 **4.6** Grantee agrees that it will exercise reasonable care in the conduct of its
4 activities at Property and, when provided with documented inventory and cost
5 information, further agrees to replace or reimburse Grantor for any food or supplies
6 used during the emergency shelter operation.

7 **4.7** Grantee agrees upon termination of its use of the Property as an emergency
8 shelter, designees from Grantee and Grantor will do a post-inspection walk through to
9 properly account for any property damage that may occur during and be caused by
10 Grantee emergency shelter use.

11 **4.7.1** Post-inspection includes, but is not limited to, the following:
12 Picture taking, documenting and identifying equipment, fences, buildings,
13 grounds and their condition.

14 **4.8** Grantee further agrees to repair/replace or reimburse Grantor for the fair
15 replacement cost for any agreed upon documented damage.

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

19 **FOR PROPERTY LOCATION**
20 **SEE EXHIBIT A – MAP OF PROPERTY**

21 **5. PARK LOCATION ADDRESS:**

22 **5.1** Noble Creek Regional Park
23 650 W. Oak Valley Parkway
24 Beaumont, CA 92223
25 Phone: (951) 845-9555
26
27
28

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.

Riverside County Emergency Operations Plan
Part 2: Supporting Documents

February 2006

Intermediate Actions

- Survey each field command post for status of stray animals or other animal related issues on a periodic basis.
- If applicable, request the Public Information Officer (PIO) to put out a news release identifying where individuals may take their animals or any strays that they may encounter.
- Communicate plans developed at the EOC that affect animal control and care to appropriate outside locations.
- Keep the Law Enforcement Branch Director updated on the situation and any changes.
- As requested, provide estimate of the emergency's impact on area animals, and the need for animal control and care.

Extended Actions

- Keep the Care & Shelter Branch Director updated on the situation and of any changes.
- Document all activities and decisions made on an activity log.
- Participate in a Critical Incident Stress Debriefing Session.

Supporting EOC Checklists

- 1.4.1 EOC Activation
- 1.4.2 Shift Start-up
- 1.4.3 On-going Activities
- 1.4.4 Shift Completion
- 1.4.5 Demobilization