

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

602



FROM: Department of Animal Services

SUBMITTAL DATE:
October 9, 2013

SUBJECT: Riverside County Department of Animal Services to be an additional signatory to Agreement No. 77656, a Mutual Assistance Agreement between County of Los Angeles Department of Animal Care and Control and the Society for the Prevention of Cruelty to Animals Los Angeles
[Districts - All] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the addition of Riverside County Department of Animal Services to the Mutual Assistance Agreement (MMA) between the County of Los Angeles Department of Animal Care and Control and the Society for the Prevention of Cruelty to Animals Los Angeles, for assistance to neighboring cities/counties in the event of an emergency or disaster; and
2. Authorize the Chairperson to execute four originals of Addendum A of the MAA on behalf of the County of Riverside.

BACKGROUND:

Summary
(See page 2)

Departmental Concurrence

DATE

RPM:nd

Peter Lent, Deputy Director
Office of Emergency Services

Robert P. Miller, Director
Department of Animal Services

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 X
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 10, 2013
xc: 300 DEC - Animal Services

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3-8

FORM APPROVED COUNTY COUNSEL
BY: ERIC STOPHER

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Riverside County Department of Animal Services to be an additional signatory to Agreement No. 77656, a Mutual Assistance Agreement between County of Los Angeles Department of Animal Care and Control and the Society for the Prevention of Cruelty to Animals Los Angeles

DATE: October 9, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

On September 20, 2011 the County of Los Angeles Board of Supervisors approved this MAA between the County of Los Angeles and the Society for the Prevention of Cruelty to Animals Los Angeles to implement a plan for neighboring County/City assistance with the evacuation and sheltering of animals and other animal-related public health, safety and welfare issues resulting from emergencies and disasters. This MAA Agreement is to provide mutual assistance in accord with the California Emergency Services Act, set forth in Title 2, Division 1, chapter 7 (§8550 et seq.) of the Government Code and specifically with article 14 (§8630 et seq.) of the Act.

The Director of the County of Los Angeles Animal Care and Control, or her/his designee, shall act as the MAA Agreement Coordinator. All signatory parties, the persons listed on Addendum "A" (Representatives") agree that any other qualified public agencies, duly incorporated humane society or a society for the prevention of cruelty to animals may become a party to this MAA Agreement by executing a duplicate copy of this MAA Agreement, and send same to the Agreement Coordinator.

Assistance may be requested when an emergency has been proclaimed by the governing body of a city, county or city, and county or authorized official.

Upon request, and without jeopardizing the safety of animals, personnel or property within the jurisdiction of the assisting party, the parties of this Agreement agree to furnish personnel, facilities and other resources and to render assistance to each other as may be necessary to protect and to assist with animal issues affecting the public health, safety and welfare in response to an emergency.

Impact on Citizens and Businesses

There is no cost associated with this Agreement. Should the signatory parties provide assistance, signatory parties shall document and keep accounting records of costs associated with providing assistance, including, but not limited to personnel, equipment, facilities and materials provided. Should the event become eligible for reimbursement, this information will be used to substantiate Riverside County's claim.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

ANIMAL CARE AND CONTROL MUTUAL ASSISTANCE AGREEMENT

This Animal Care and Control Mutual Assistance Agreement ("Agreement") is made and entered into this 15 day of August 2011, between the County of Los Angeles ("County") and the Society for the Prevention of Cruelty to Animals Los Angeles ("SPCALA").

RECITALS

WHEREAS, the parties have determined that it would be in their best interests to enter into an agreement to implement a plan to assist each other with the evacuation and sheltering of animals and other animal-related public health, safety and welfare issues resulting from emergencies and disasters.

WHEREAS, an agreement to provide mutual assistance is in accord with the California Emergency Services Act, set forth in Title 2, Division 1, *chapter 7* (§ 8550 *et seq.*) of the Government Code and specifically with *article 14* (§ 8630 *et. seq.*) of the Act; and

WHEREAS, no party should be in a position of depleting its own resources, facilities or services to aid another entity.

NOW THEREFORE, the parties hereto mutually agree to use their best efforts to provide assistance as follows:

1. DEFINITIONS:

- a. "Director" shall mean the Director of the County of Los Angeles Department of Animal Care and Control or her/his designee.
- b. "Representative" shall mean the person or persons listed on Attachment A, designated by each party to act on behalf of that party on all matters related to this Agreement, including, but not limited to requests to activate and provide staff, facilities and other resources.
- c. "Emergency" or "Emergencies" shall include fire, earthquake, flood or other natural or man-made emergency.
- d. "Agreement Coordinator" is that person charged with receiving new parties to the Agreement; maintaining a current list of signatory parties and representatives; and circulating annually a list of all parties and Representatives to all signatory parties and arranging for amendments to agreement as may be necessary.

2. **TERM/TERMINATION:** This Agreement shall begin immediately upon execution by the initial parties and shall remain in effect until terminated by agreement of a majority of the parties. Any party may terminate its participation in the Agreement with or without cause, upon the giving of at least sixty (60) calendar days written notice to the other(s).

3. **REQUEST FOR ASSISTANCE:** Assistance may be requested when an emergency has been proclaimed by the governing body of a city, county or city and county or authorized official.
4. **ASSISTANCE TO BE PROVIDED:** Upon request, and without jeopardizing the safety of animals, personnel or property within the jurisdiction of the assisting party, the parties agree to furnish personnel, facilities and other resources and to render assistance to each other as may be necessary to protect and to assist with animal issues affecting the public health, safety and welfare in response to an emergency.
5. **BEST EFFORTS:** Each party shall use its best efforts to provide assistance, but is not required to deplete its own personnel, facilities and other resources. The assistance shall be provided within the limits of the jurisdiction requesting it.
6. **REQUEST FOR ASSISTANCE:** Requests for assistance and authorization to provide assistance shall be made only by the persons listed in Attachment A ("Representatives"), which shall be updated on July 1st of each year. The annual update of representatives does not require the re-execution of the Agreement.
7. **RESOURCE MANAGEMENT:** The requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. The requesting party shall remain in charge of the operations relating to the emergency and shall control and direct the use of the resources provided by the assisting party. Assisting party's personnel shall not be deemed employees of the requesting party and vice versa.
8. **RECORDKEEPING:** The parties shall document and keep accounting records of costs associated with providing assistance, including, but not limited to personnel, equipment, facilities and materials provided.
9. **TERMINATION OF ASSISTANCE:** When the assisting party's personnel, equipment or facilities are no longer required, or when the assisting party's resources are required in its own jurisdiction, the party receiving the services shall immediately arrange for the return of those resources.
10. **INDEMNIFICATION:** The requesting party shall hold harmless, indemnify and defend the assisting party, its officers, agents and employees against all liability, claims, losses, demands or actions for injury to or death of a person or persons or animals, or damages to property arising from or alleged to arise from or as a consequence of this Agreement, provided such liability, claims, losses, demands or actions are claimed to be due to the acts or omissions of the requesting party, its officers, agents or employees or employees of the assisting party, working within the scope of employment and under the direction and control of the requesting party.
11. **DISPUTES:** Any dispute arising from this Agreement is subject to mediation by a mediator selected by the parties.

12. **AMENDMENT:** The parties may agree to review, amend or modify this Agreement at any time. Any amendments to this Agreement must be made in writing and be approved and signed by authorized representatives of all parties.
13. **JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement does not abrogate or waive any immunity available under the Tort Claims Act, the California Emergency Services Act, or any other applicable law.
14. **NOTICES:** All notices required, permitted or desired to be given by one party to the other shall be in writing and shall be delivered to the other party's Coordinator personally, or by United States mail, postage prepaid to the Coordinator at the address identified in Attachment A.
15. **INITIAL PARTIES:** The initial parties to this Agreement are: the County of Los Angeles and the Society for the Prevention of Cruelty to Animals Los Angeles.
16. **INITIAL AGREEMENT COORDINATOR:** The Director of the County of Los Angeles **Animal Care and Control**, or her/his designee, shall act as the Agreement Coordinator.
17. **ADDITIONAL SIGNATORIES:** All signatory parties agree that any other qualified public agency, duly incorporated humane society or a society for the prevention of cruelty to animals may become a party to this Agreement by executing a duplicate copy of this Agreement and sending same to the Agreement Coordinator, the County of Los Angeles, addressed as follow:

The Los Angeles County Department of Animal Control
5898 Cherry Avenue
Long Beach, California 90805
Attention: Marcia Mayeda, Director

77656

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first written above:

COUNTY OF LOS ANGELES

By *Mike Antonovich*
HONORABLE MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors



EXECUTIVE OFFICER-CLERK
OF THE BOARD OF SUPERVISORS

Society For The Prevention Of Cruelty
To Animals Los Angeles

By *Benjamin Javalera*
SACHI A. HAMAI Deputy
Executive Officer

By *MB*
MADELINE BERNSTEIN, President
Society For The Prevention Of Cruelty
To Animals Los Angeles

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By *Diane C. Reagan*
DIANE C. REAGAN
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

DEPARTMENT OF ANIMAL CARE
AND CONTROL

31 SEP 20 2011

By *Marcia Mayeda*
MARCIA MAYEDA, Director

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Addendum A

Additional Signatories to the Mutual Assistance Agreement, adopted by the Board of Supervisors on September 20, 2011, between the County of Los Angeles and the Society for the Prevention of Cruelty to Animals - Los Angeles

BURBANK ANIMAL CONTROL

By _____ Date _____

Printed Name _____

Title _____

COMMERCE ANIMAL CONTROL

By _____ Date _____

Printed Name _____

Title _____

CULVER CITY ANIMAL SERVICES

By _____ Date _____

Printed Name _____

Title _____

DUARTE PUBLIC SAFETY

By _____ Date _____

Printed Name _____

Title _____

EL SEGUNDO ANIMAL CONTROL

By _____ Date _____

Printed Name _____

Title _____

GLENDORA ANIMAL CONTROL

By _____ Date _____

Printed Name _____

Title _____

Addendum A

HAWTHORNE ANIMAL SERVICES BUREAU

By _____ Date _____

Printed Name

Title

HERMOSA BEACH ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

HUNTINGTON PARK ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

**INLAND VALLEY HUMANE SOCIETY
AND S.P.C.A.**

By _____ Date _____

Printed Name

Title

LAWNDALE ANIMAL CONTROL DIVISION

By _____ Date _____

Printed Name

Title

LONG BEACH ANIMAL CARE SERVICES

By _____ Date _____

Printed Name

Title

Addendum A

**LOS ANGELES DEPARTMENT OF
ANIMAL SERVICES**

By _____ Date _____

Printed Name

Title

MONROVIA ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

PASADENA HUMANE SOCIETY & S.P.C.A.

By _____ Date _____

Printed Name

Title

MANHATTAN BEACH ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

**MONTEREY PARK
ANIMAL CONTROL BUREAU**

By _____ Date _____

Printed Name

Title

REDONDO BEACH CITY ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

Addendum A

SAN GABRIEL VALLEY HUMANE SOCIETY

By _____ Date _____

Printed Name

Title

SANTA MONICA ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

**SOUTHEAST AREA
ANIMAL CONTROL AUTHORITY**

By _____ Date _____

Printed Name

Title

TEMPLE CITY ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

TORRANCE ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

KERN COUNTY ANIMAL CONTROL

By _____ Date _____

Printed Name

Title

Addendum A

COUNTY OF VENTURA
ANIMAL REGULATION DEPARTMENT

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH
ANIMAL CARE & CONTROL

By _____ Date

By _____ Date

Printed Name

Printed Name

Title

Title

ORANGE COUNTY

COUNTY OF RIVERSIDE ANIMAL SERVICES

By _____ Date

By John J. Benoit DEC 10 2013
Date

Printed Name

John J. Benoit, Chairman
Printed Name

Title

Board of Supervisors
Title

COUNTY OF SAN DIEGO
DEPARTMENT OF ANIMAL SERVICES

ATTEST:
KECIA HARRER-HEM, Clerk
By [Signature]
DEPUTY

By _____ Date

Printed Name

Title