

302

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



FROM: Department of Animal Services

SUBMITTAL DATE:
November 13, 2014

SUBJECT: Administrative Audit of the Southwest Communities Financing Authority (SCFA) Animal Shelter Provider, Animal Friends of the Valleys (AFV), LLC [\$8,437] [Districts 1, 3]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement 2014-01 between the County of Riverside, through its Department of Animal Services and the SCFA to provide an Administrative Audit of its animal shelter provider, AFV, in the amount of \$8,437.10

BACKGROUND:

Summary

On November 4, 2004, the Board of Supervisors approved the Joint Powers Agreement for the Southwest Communities Financing Authority Animal Shelter (SCFA). Current member agencies consist of the Cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula and Wildomar and the County of Riverside. SCFA is responsible for overseeing the operations of the animal shelter, and currently contracts with Animals Friends of the Valleys (AFV), LLC to manage the day to day operations of the shelter.

(Continued on next Page)

RM:nd

Robert P. Miller
Robert P. Miller, Director

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$ 8,437	\$ 0	\$ 8,437	\$ 0	Consent <input type="checkbox"/> Policy x
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% SCFA Contingency Funds				Budget Adjustment: No	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Donna Shaw*
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: November 24, 2014
 xc: Animal Services

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

FORM APPROVED COUNTY COUNSEL
BY: *Gregory P. Priamos*
DATE: 11/13/14
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO CPA, AUDITOR-CONTROLLER
BY: *Esteban Hernandez*
11/14/15

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

3-18

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Administrative Audit Agreement of the Southwest Communities Financing Authority
(SCFA) Animal Shelter Provider, Animal Friends of the Valleys (AFV), LLC [\$8,437] [Districts 1, 3]**

DATE: November 13, 2014

PAGE: 2 of 2

Summary (continued)

The SCFA Animal Shelter Operations Agreement is due for renewal in August of 2015. In anticipation of contract renewal, SCFA desires an operational and administrative audit of AFV, and has requested that the Department of Animal Services perform the Administrative portion of the audit. The audits are designed to evaluate AFV's contract compliance, including adherence to all State and local laws and regulations. Additionally, the audits will provide valuable information in determining whether the current contract terms require modification to best serve the SCFA's constituents.

County Department of Animal Services has the personnel and experience to provide an administrative audit of animal shelters and operators and is willing to enter into a contract with SCFA for provision of such services. Having the Department of Animal Services perform the administrative audit is consistent with Section 9 of the Animal Shelter Operations Agreement, which deems the Director of Animal Services, or his designee, a resource in determining performance of the shelter.

Impact on Citizens and Businesses

An administrative audit of AFV will ensure transparency with regard to the operation of the Wildomar Animal Shelter.

SUPPLEMENTAL:

Additional Fiscal Information

A budget adjustment is not needed at this time.

COUNTY OF RIVERSIDE
DEPARTMENT OF ANIMAL SERVICES



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
FOR COUNTY USE ONLY

COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 2014-01	RFP NO.
FUND: 10000	DEPARTMENT ID: 420-060-1100	PROJECT-GRANT	ACCOUNT: 781260
CLASS/LOCATION: ---		CONTRACT AMOUNT: \$8,437.10	
PERIOD OF PERFORMANCE: November 25, 2014 to December 31, 2014			
COUNTY CONTACT: Robert Miller (951) 358- 7442		SCFA REPRESENTATIVE: Christopher Hans (951) 955-1124	
PROGRAM NAME: SCFA Administrative Audit 2014			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services, hereinafter referred to as COUNTY, and Southwest Communities Financing Authority, hereinafter referred to as SCFA.

WITNESSETH:

WHEREAS, the SCFA is desirous of contracting with COUNTY to provide an administrative audit of its animal shelter provider; and

WHEREAS, the SCFA wishes to ensure proper administration of its animal shelter; and

WHEREAS, COUNTY has the personnel and experience to provide an administrative audit of animal shelters and operators and is willing to enter into a contract with SCFA for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 12, Exhibit A consisting of 2 pages and Exhibit B consisting of 1 page attached hereto and incorporated herein.

COUNTY

By Jeff Stone
Jeff Stone, Chairman, Board of Supervisors
Date NOV 24 2014

SCFA

By Christopher Hans
Christopher Hans, Program Administrator
Date 12/2/14

ATTEST: Kecia Harper-Ihem, Clerk

By Kecia Harper-Ihem, deputy

FORM APPROVED COUNTY COUNSEL
BY: L. ALEXANDRA FONG 11/13/14
DATE

NOV 24 2014

3-18

2014-12-125140

This Agreement, made and entered into this 25th day of November 2014, by and between County of Riverside (herein referred to as "COUNTY"), and the SOUTHWEST COMMUNITIES FINANCING AUTHORITY, a joint powers established California law, (herein referred to as "SCFA"). The parties agree as follows:

1. Description of Services

1.1 COUNTY, through the skills and expertise of the COUNTY's Department of Animal Services, shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two pages at the cost stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 COUNTY represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the SCFA relies upon this representation. COUNTY shall perform to the satisfaction of the SCFA and in conformance to and consistent with the highest standards of veterinarians in the State of California.

1.3 COUNTY affirms this it is fully apprised of all of the work to be performed under this Agreement; and the COUNTY agrees it can properly perform this work at the cost stated in Exhibit B. COUNTY is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the SCFA of the COUNTY's performance under this Agreement does not operate as a release of COUNTY's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through completion of all tasks enumerated in Exhibit A. COUNTY shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The SCFA shall pay the COUNTY for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by SCFA to COUNTY shall not exceed \$8437.10. The SCFA is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, SCFA shall not be responsible for payment of any of COUNTY's expenses related to this Agreement.

3.2 COUNTY shall be paid only in accordance with an invoice submitted to SCFA by COUNTY and SCFA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to COUNTY only after services have been rendered or delivery of materials or products, and acceptance has been made by SCFA. Invoices shall be sent to:

Southwest Communities Financing Authority
Program Administrator
4080 Lemon Street, Suite 400
Riverside, California 92501

3.3 Invoices shall contain a remittance address Agreement number (2014-01), an hourly accounting of time, mileage and an invoice total.

4. Alteration or Changes to the Agreement

4.1 The Board of Directors and the SCFA Program Administrator and/or his designee are the only authorized SCFA representatives who may at any time, by written order, alter this Agreement, with the consent of COUNTY. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5. Termination

5.1 SCFA may terminate this Agreement without cause upon 10 days written notice served upon the COUNTY stating the extent and effective date of termination.

5.2 SCFA may, upon five (5) days written notice, terminate this Agreement for COUNTY's default, if COUNTY refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the SCFA may proceed with the work in any manner deemed proper by SCFA.

5.3 After receipt of the notice of termination, COUNTY shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and,
- (b) Transfer to SCFA and deliver in the manner as directed by SCFA any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to SCFA.

5.4 After termination, SCFA shall make payment only for COUNTY's performance up to the date of termination in accordance with this Agreement and at the cost set forth in Exhibit B.

5.5 COUNTY's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by COUNTY; or in the event of COUNTY's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, COUNTY shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of SCFA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The COUNTY agrees that all materials, reports or products in any form, including electronic, created by COUNTY for which COUNTY has been compensated by SCFA pursuant to this Agreement shall be the sole property of the SCFA. The material, reports or products may be used by the SCFA for any purpose SCFA deems to be appropriate, including, but not limit to, duplication and/or distribution within the SCFA or to third parties. COUNTY agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the SCFA, except as authorized by law, including, but not limited to the California Public Records Act.

7. Conduct of Contractor

7.1 The COUNTY covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with COUNTY's performance under this Agreement. The COUNTY further covenants that no person or subcontractor having any such interest shall be employed or retained by COUNTY under this Agreement. The COUNTY agrees to inform the SCFA of all the COUNTY's interests, if any, which are or may be perceived as incompatible with the SCFA's interests.

7.2 The COUNTY shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favor from individuals or firms with whom the COUNTY is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The COUNTY or its employees shall not offer gifts, gratuities, favors, and entertainment directly or indirectly to SCFA employees.

8. Independent Contractor

The COUNTY is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the SCFA. It is expressly understood and agreed that the COUNTY (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which SCFA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and COUNTY shall hold SCFA harmless from any and all claims that may be made against SCFA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that COUNTY in the

performance of this Agreement is subject to the control or direction of SCFA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9. Subcontract for Work or Services

No contract shall be made by the COUNTY with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the SCFA; but this provision shall not require the approval of contracts of employment between the COUNTY and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

10. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the SCFA's Program Administrator who shall furnish the decision in writing. The decision of the SCFA's Program Administrator shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The COUNTY shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11. Licensing and Permits

COUNTY shall comply with all state or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the SCFA. COUNTY warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the SCFA of and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

12. Non-Discrimination

COUNTY shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the

Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

13. Records and Documents

COUNTY shall make available, upon written request by any duly authorized federal, state, or SCFA agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the COUNTY's costs related to this Agreement. All such books, documents and records shall be maintained by COUNTY for at least three years following termination of this Agreement and be available for audit by the SCFA. COUNTY shall provide to the SCFA reports and information related to this Agreement as requested by SCFA.

14. Confidentiality

14.1 The COUNTY shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; SCFA information or data which is not subject to public disclosure; SCFA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

14.2 The COUNTY shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The COUNTY shall not use such information for any purpose other than carrying out the COUNTY's obligations under this Agreement. The COUNTY shall promptly transmit to the SCFA all third party requests for disclosure of such information. The COUNTY shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the SCFA, any such information to anyone other than the SCFA. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

15. Administration/Contract Liaison

The SCFA Program Administrator, or designee, shall administer this Agreement on behalf of the SCFA and shall serve as the liaison with COUNTY in connection with this Agreement.

16. 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 two days after their deposit in the United States mail, postage prepaid:

SCFA

Southwest Communities Financing Authority
 4080 Lemon Street, Suite 400
 Riverside, California 92501
 Attention: Program Administrator

COUNTY

Department of Animal Services
 6851 Van Buren Boulevard
 Jurupa Valley, CA 92509
 Attention: Director

17. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

18. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the SCFA may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The COUNTY agrees to furnish the required data and certifications to the SCFA within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the COUNTY to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the COUNTY to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If COUNTY has any questions concerning this reporting requirement, please call (916) 657-0529. COUNTY should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

19. Hold Harmless/Indemnification

19.1 COUNTY shall indemnify and hold harmless SCFA, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, governing bodies, elected and appointed officials, employees, agents and representatives from liability whatsoever, based or asserted upon any negligent or

willful misconduct of COUNTY 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 or any other element of any kind or nature whatsoever arising from the performance by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of SCFA, their respective directors, officers, governing body, elected and appointed officials, employees, agents and representatives in any claim or action based upon such negligent or omissions.

19.2 With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any such action or claim without the prior consent of SCFA provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to SCFA as set forth herein. COUNTY's obligation to defend, indemnify and hold harmless SCFA shall be subject to SCFA having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to SCFA the appropriate form of dismissal relieving SCFA from any liability for the action or claim involved.

19.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless SCFA herein from third party claims.

19.4 SCFA shall indemnify and hold harmless 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 from any liability, claim, damage or action whatsoever, based or asserted upon any actions of SCFA, 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 or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the actions by SCFA, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. SCFA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

19.5 With respect to any action or claim subject to indemnification herein by SCFA, SCFA shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SCFA's indemnification to COUNTY as set forth herein. SCFA's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given SCFA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at SCFA's expense, for the defense or settlement thereof. SCFA's obligation hereunder shall be satisfied when SCFA has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

19.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SCFA's obligations to indemnify and hold harmless COUNTY herein from third party claims.

20. Insurance

20.1 Without limiting or diminishing the COUNTY'S obligation to indemnify or hold the SCFA harmless, COUNTY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the SCFA herein refers to the SCFA of, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the COUNTY has employees as defined by the State of California, the COUNTY shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The SCFA.**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of COUNTY'S performance of its obligations hereunder. Policy shall name the SCFA as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then COUNTY shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the SCFA as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and COUNTY shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that COUNTY has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the SCFA Risk Manager. If the SCFA's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The COUNTY must declare its self-insured retention for each insurance coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the SCFA Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the SCFA, and at the election of the Country's Risk Manager, COUNTY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the SCFA, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) COUNTY shall cause COUNTY'S insurance carrier(s) to furnish the SCFA of with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the SCFA Risk Manager, provide original certified copies of policies including all endorsements and all attachments

thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the SCFA of prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the SCFA receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. COUNTY shall not commence operations until the SCFA has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the COUNTY'S insurance shall be construed as primary insurance, and the SCFA'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the SCFA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the SCFA Risk Manager's reasonable judgment, the amount or type of insurance carried by the COUNTY has become inadequate.

6) COUNTY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the SCFA.

8) COUNTY agrees to notify SCFA of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

21. General

21.1 COUNTY shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of SCFA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

21.2 Any waiver by SCFA 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 of this Agreement. Failure on the part of SCFA to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing SCFA from enforcement of the terms of this Agreement.

21.3 In the event the COUNTY receives payment under this Agreement, which is later disallowed by SCFA for nonconformance with the terms of the Agreement, the COUNTY shall promptly refund the disallowed amount to the SCFA on request; or at its option the SCFA may offset the amount disallowed from any payment due to the COUNTY.

21.4 COUNTY shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

21.5 COUNTY shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The COUNTY warrants that it has good title to all materials or products used by COUNTY or provided to SCFA pursuant to this Agreement, free from all liens, claims, or encumbrances.

21.6 COUNTY shall comply with all applicable federal, state and local laws and regulations. COUNTY will comply with all applicable SCFA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the COUNTY shall comply with the more restrictive law or regulation.

21.7 COUNTY shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

21.8 COUNTY shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

21.9 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.

21.10 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

21.11 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original as to the party who has executed it, and all of which shall constitute the entire stipulation. Facsimile signatures and photocopies of signatures are deemed as valid and binding as original signatures.

21.12 This Agreement between SCFA and COUNTY is intended for the mutual benefit of the two signing parties only. No rights are created under this contract in favor of any third party or any party who is not a direct signatory to this contract.

EXHIBIT A
SCOPE OF SERVICE

1. COUNTY, through the skills and expertise of its Department of Animal Services, shall conduct an on-site administrative audit, over multiple days if necessary, of the animal shelter located at 33751 Mission Trail, Wildomar California and operated by Animal Friends of the Valley, a non-profit corporation..

2. The audit shall include, but not be limited to, reviewing/inspecting the follow aspects of the animal shelter:
 - 2.1 Record Keeping
 - Review of record keeping standards and best practices
 - Sampling of record populations to ensure consistency and accuracy
 - Ensure records are according to all pertinent policy and procedures
 - Ensure records are compliant with all laws and regulations pertaining to the specific records on file

 - 2.2 Data Reconciliation
 - Review of the policy and procedure relating to the impound and outcome of animals by jurisdiction
 - Audit intake versus outcome by species, breed and jurisdiction
 - Review dispatch and activity policy and procedures and reconcile with outcomes
 - Audit procedures for identifying outcome types and staff involvement/input in to such jurisdiction

 - 2.3 Policy and Procedures
 - Cash handling and double custody review as to potential diversion
 - Citation activity
 - Compliance with SB1856, animal retention periods, including owner surrenders and owner requested euthanasia
 - Animal bite investigations, quarantine, and vaccination/licensure compliance/enforcement
 - Animal control officer training and shelter operations, staff safety training, emergency procedures and evacuation plans
 - Database management, security and backup for routine and protected legal data
 - Business continuity plan
 - California Public Records Act requests and custodian of records compliance
 - Human Resource policy and procedure, law compliance, disciplinary action process, sexual harassment/workplace violence policy and other legally required policy and procedure as pertains to employment law

 - 2.4 Adoption Partnerships (Rescue)
 - Policy and procedure of animal rescue/transfer
 - List of current and past adoption partners
 - Compliance with State spay/neuter requirement
 - Policy and procedure review of foster placement program

2.5 Management Review

- Review Organizational Chart
- Review ongoing training in animal services and best business practices
- Team members' education
- Ability to be open and transparent
- Customer service priorities
- Adoption priorities

2.6 Collate and Finalize Summaries and Finding of Audit

- Gather and collect all administrative audit findings
- Collate and produce the final report with all finding and recommendations

EXHIBIT B
PAYMENT PROVISIONS

County Compensation:

County shall be compensated in the amount of \$8437.10.

FORM APPROVED COUNTY COUNSEL
BY:  11/13/14
L. ALEXANDRA FONG DATE

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