

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

814



FROM: Department of Animal Services

SUBMITTAL DATE:
May 24, 2016

SUBJECT: Approve five year Right of Entry Agreement No. 16-006 with Riverside County Regional Park and Open-Space District for housing disaster displaced animals during an emergency, effective July 1, 2016 through June 30, 2021 Districts-2,3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign five year Right of Entry Agreement No. 16-006 with Riverside County Regional Park and Open-Space District for housing disaster displaced animals during an emergency, effective July 1, 2016 through June 30, 2021.

BACKGROUND:

Summary

Riverside County Regional Park and Open-Space District ("Grantor") is the owner of certain real property known as Jenson-Alvarado Historic Ranch House, Hidden Valley Wildlife Area, McCall Memorial Park and Rancho Jurupa Park, referred to as the ("Property"). County of Riverside Department of Animal Services ("Grantee") desires to obtain permission for temporary use of property during an emergency.

(Continued on page 2)

RM:nd

Robert P. Miller
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	\$	\$	\$	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS:	Budget Adjustment: No
	For Fiscal Year: 16/17-20/21

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: *Jennifer L. Sargent*
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington and Benoit
Nays: None
Absent: Tavaglione and Ashley
Date: June 7, 2016
xc: Animal Services

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

Prev. Agn. Ref.: | District: 2, 3 | Agenda Number:

3-3

FORM APPROVED COUNTY COUNSEL 5/19/16
DATE
BY: GREGORY P. PRIAMOS

Departmental Concurrence

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

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

FORM 11: Approve the five year Right of Entry Agreement No. 16-006 with Riverside County Regional Park and Open-Space District for housing disaster displaced animals during an emergency, effective July 1, 2016 through June 30, 2021 Districts-2,3 [\$0]

DATE: May 24, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

Grantor desires to accommodate Grantee's request for use of the property for the purpose of temporarily housing and caring for disaster displaced animals during an emergency in accordance to the Emergency Operations Plan Part 1 and 2 (EOP) guidelines established for planned response to extraordinary emergency situations associated with natural disasters, technological incidents and national security emergencies in or affecting Riverside County Departments and other agencies in their emergency response activities.

Impact on Citizens and Businesses

This Agreement provides a plan for animals displaced during an emergency.

SUPPLEMENTAL:

Additional Fiscal Information

There is no impact on the general fund.

ATTACHMENT

Right of Entry Agreement No 16-006

1 Riverside County Regional Park and Open-Space District, a special district, ("Grantor"), and the County
2 of Riverside Department of Animal Services, ("Grantee")

3 **RIGHT OF ENTRY AGREEMENT**

4 This Right of Entry ("ROE") Agreement, between the Riverside County Regional Park and Open-
5 Space District ("Grantor") and the County of Riverside Department of Animal Services ("Grantee"),
6 collectively referred to as "Parties", shall be effective on July 1, 2016 through June 30, 2021.

7 **RECITALS**

8 **A.** Grantor is the owner of certain real property known as; the Jensen-Alvarado Historic Ranch
9 House, Hidden Valley Wildlife Area, McCall Memorial Park, and Rancho Jurupa Park, and identified
10 graphically in Exhibit "A" consisting of 4 pages, attached hereto, and incorporated herein by reference,
11 and referred to as the ("Property"). Grantor has the right to grant to Grantee permission to enter upon,
12 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 <http://www.rvcfire.org/ourDepartment/OES/Pages/EOP.aspx> . The Riverside County Operational
17 Area (OA) Emergency Operations Plan (EOP) addresses the planned response to extraordinary emergency
18 situations associated with natural disasters, technological incidents, and national security emergencies in
19 or affecting Riverside County. This EOP describes the operations of the Riverside County Emergency
20 Operations Center (EOC), which is the central management entity responsible for directing and
21 coordinating the various Riverside County Departments and other agencies in their emergency response
22 activities. Section 3.2.15 Animal Care Unit Leader, is referenced in Attachment "A" which is attached
23 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" consisting of 3 pages, which is
28 attached hereto and incorporated herein by reference.

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

30 **AGREEMENT**

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

35 **2. Term:** The term of this Right of Entry shall commence on the date this ROE Agreement July
36 1, 2016 ("Effective Date"). This ROE shall terminate five (5) years from the Effective Date of this
37 Agreement on June 30, 2021 or until completion of said project. The term may be extended by
38 written notice to Grantee in the sole and absolute discretion of Grantor. This ROE is subordinate to all

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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: Scott Bangle, General Manager
15 Address: 4600 Crestmore Road, Jurupa Valley, CA 92509
16 Phone: (951) 955-4398
17 Email: parks-contracts@rivcoparks.org

18 **GRANTEE CONTACT:**

19 Name: Frank Corvino, Deputy Director
20 Work: (951) 358-3492 Fax: (951) 358-7300
21 (After Hours: (951) 358-7387)
22 Email: fcorvino@rcdas.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 file 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: \$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. The insurance requirements contained
in this Agreement may be met with a program(s) of self-insurance.

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

1 may be required by any law, regulation or ordinance for any activities Grantee desires to conduct or have
2 conducted pursuant to this ROE.

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

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

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

13 **12.1** Grantee may not place or dump garbage, trash or refuse anywhere upon or within
14 the Property, except for self-contained trash receptacles that are maintained to Grantor's
15 satisfaction by Grantee;

16 **12.2** Grantee may not commit or create, or suffer to be committed or created, any waste,
17 hazardous condition and/or nuisance to occur upon the Property;

18 **12.3** Grantee may not cut, prune or remove any native trees or brush upon the Property,
19 except for the elimination of safety hazards without first obtaining written permission by the
20 Grantor;

21 **12.4** Grantee may not disturb, move or remove any rocks or boulders upon the Property
22 except for the elimination of safety hazards without first obtaining written permission by the
23 Grantor;

24 **12.5** Grantee must exercise due diligence in the protection of the Property against
25 damage or destruction by fire, vandalism or other cause.

26 Upon the termination or revocation of this ROE, but before its relinquishment to Grantor, Grantee
27 shall, at its own cost and expense, remove any debris generated by its use and Property shall be left in a
28 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.

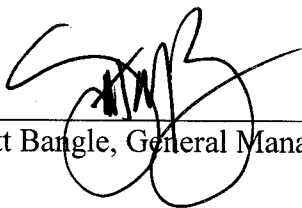
17. Choice of Law: This Right of Entry Agreement will be governed and construed by the laws of the State of California.

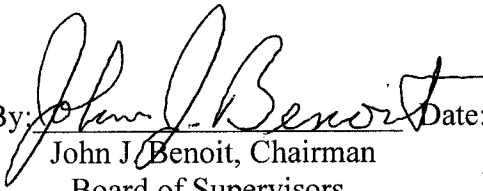
IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement on the date as indicated below each Party's signature.

Dated this 7th day of June 2016

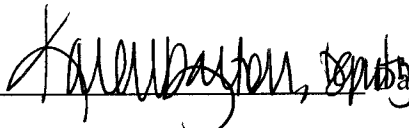
GRANTOR:
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT, a Special District

GRANTEE:
DEPARTMENT OF ANIMAL SERVICES

By:  Date: 5/10/16
Scott Bangle, General Manager

By:  Date: JUN 07 2016
John J. Benoit, Chairman
Board of Supervisors

ATTEST: Kecia Harper-Ihem, Clerk

By:  Date: JUN 07 2016

Approved as to Form and Content:

Gregory P. Priamos

County Counsel

By:  Date: 5/18/16
Deputy County Counsel

EXHIBIT A 1.1 - Jensen/Alvarado Ranch

District Property Subject to ROE With

Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITH CORRALS ON SITE



250 0 250 500 750 1,000 Feet



200 150 100 50 0 200 Feet

EXHIBIT A 1.2 - McCall Memorial Park

District Property Subject to ROE With

Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITH CORRALS ON SITE

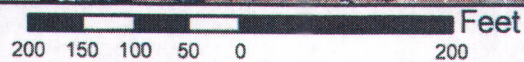
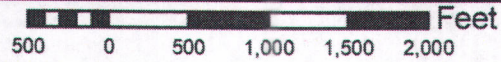
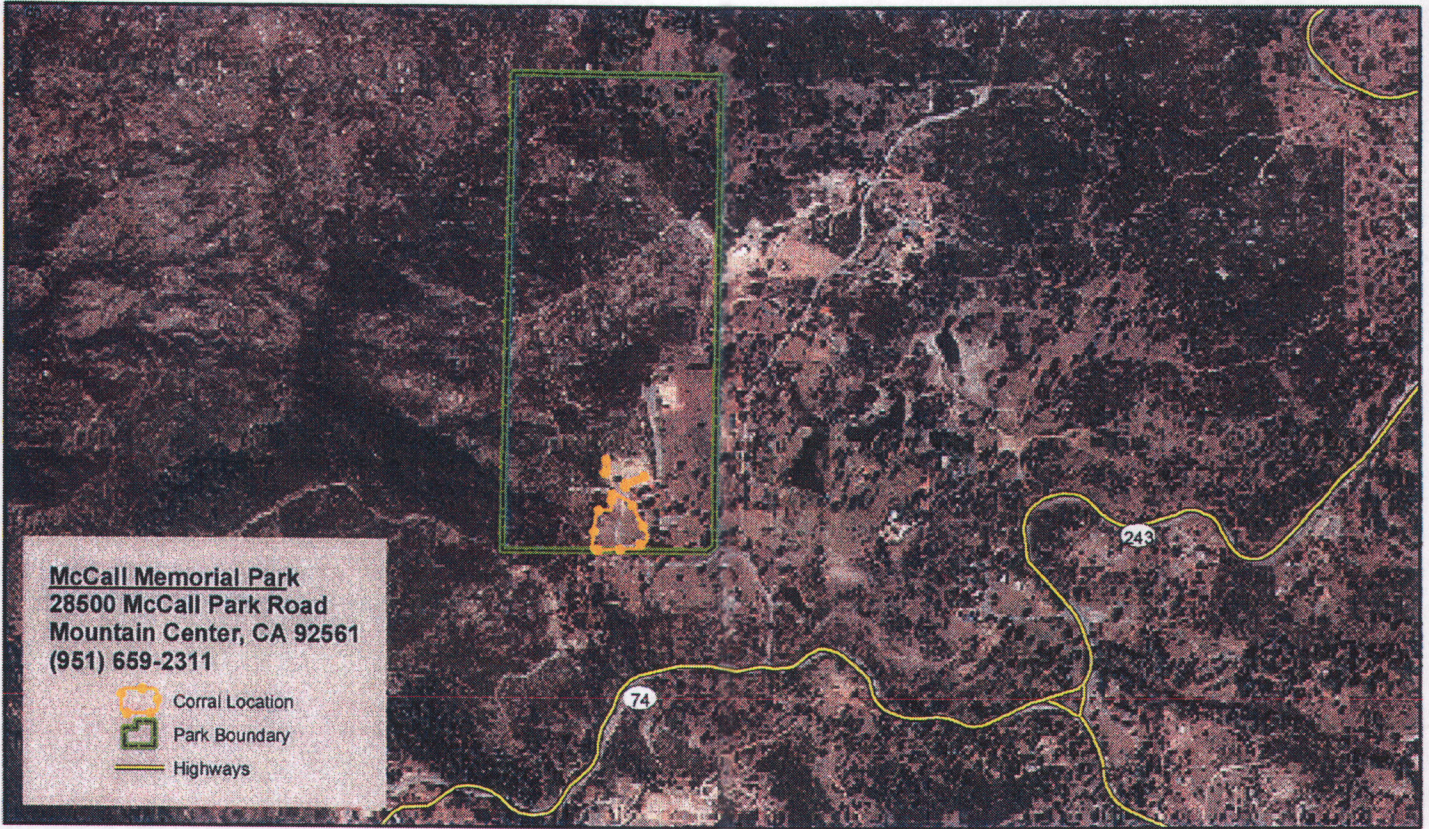


EXHIBIT A 2.1 - Hidden Valley Wildlife Area

District Property Subject to ROE With

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

Department of Animal Services

Riverside County
Regional Park & Open-Space District

PARKS WITHOUT CORRALS ON SITE



0.5 0.4 0.3 0.2 0.1 0 0.5 1 Miles



500 400 300 200 100 0 500 1,000 Feet

**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 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:

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

GRANTOR:

Riverside County Regional Park and Open-Space District
General Manager/Park Director
4600 Crestmore Road
Riverside, CA 92509 Ph (951) 955-4398

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.

3.4 Grantor agrees that if and when their personnel are used in conjunction

1 with Grantee personnel, Grantee policies, regulations and procedures will be used 16-006
2 to operate the emergency shelter.

3 **3.5** Grantor agrees to have a designee for who will meet periodically, at least
4 once daily, with Grantee designee as referenced in Section 4.5 below.

5 **3.6** Grantor agrees that upon termination of the use of Property by Grantee as
6 an emergency shelter, designees from Grantor and Grantee will do a post-inspection
7 walk through as referenced in Section 4.7 below.

8 **3.7** It is understood that should the Grantor request the emergency shelter be
9 relocated before the end of the shelter operations, Grantor may ask that the animals be
10 removed from the property immediately. Grantee agrees to relocate the sheltered
11 animals upon request within forty-eight (48) hours of Grantee locating a suitable
12 alternate site. The Grantee has sole discretion in determining the suitability of any
13 alternate site.

14 **3.8** Grantor has the right to deny entry to their Property for any reason.

15 **4. GRANTEE RESPONSIBILITIES:**

16 **4.1** Grantee agrees when normal communication methods are possible, to follow the
17 notification procedures outlined in the Riverside County Emergency Operations Plan
18 located in Section 3.2.15 Animal Care Unit Leader, as referenced in Attachment A,
19 attached hereto and incorporated herein, as part of the Scope of Work.

20 **4.2** Grantee agrees upon commencement of its use of the Property as an emergency
21 shelter, designees from Grantee and Grantor will do a pre-inspection walk-through so as
22 to document the condition of the Property prior to its use. Said pre-inspection walk-
23 through will document and identify valuable property that is not removed from the
24 Property prior to the commencement of its use as an emergency shelter.

25 **4.2.1** Pre-inspection includes, but is not limited to, the following:
26 Picture taking, documenting and identifying equipment, fences, buildings,
27 grounds and their condition.

28 **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.

1 **4.6** Grantee agrees that it will exercise reasonable care in the conduct of its
2 activities at Property and, when provided with documented inventory and cost
3 information, further agrees to replace or reimburse Grantor for any food or supplies
4 used during the emergency shelter operation.

5 **4.7** Grantee agrees upon termination of its use of the Property as an emergency
6 shelter, designees from Grantee and Grantor will do a post-inspection walk through to
7 properly account for any property damage that may occur during and be caused by
8 Grantee emergency shelter use.

9 **4.7.1** Post-inspection includes, but is not limited to, the following:
10 Picture taking, documenting and identifying equipment, fences, buildings,
11 grounds and their condition.

12 **4.8** Grantee further agrees to repair/replace or reimburse Grantor for the fair
13 replacement cost for any agreed upon documented damage.

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

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

19 **5. PARK LOCATION ADDRESSES:**

20 **5.1 PARKS WITH CORRALS ON SITE:**

21 **5.1.1** Jensen Ranch/Alvarado Ranch
22 4307 Briggs Street
23 Riverside, CA 92519 Phone: (951) 369-6055

24 **5.1.2** McCall Memorial Park
25 28500 McCall Park Road
26 Mountain Center, CA 92561 Phone: (951) 659-2311

27 **5.2 PARKS WITHOUT CORRALS ON SITE:**

28 **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.

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