

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



ITEM
3.18
(ID # 3411)

MEETING DATE:

Tuesday, March 7, 2017

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approval of a Collaborative Agreement for a Community Cat Project with Friends of the Palms Springs Animal Shelter and Best Friends Animal Society. [District 4]; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

Approve and authorize the Chairman to execute the attached 36-month collaborative agreement with Friends of the Palm Springs Animal Shelter and Best Friends Animal Society, supporting animal welfare and performing lifesaving work through a Community Cat Project.


ACTION: Policy


Robert P. Miller, Director Animal Services 3/7/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: Animal Services

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

BACKGROUND:

Summary

“Community cats” are feral, stray, alley and otherwise ownerless free-roaming cats. These animals are a part of the community in which they live and valued by many residents.

Riverside County Animal Services, through the Coachella Valley Animal Campus (CVAC), Best Friends Animal Society (Best Friends) and Friends of the Palm Springs Animal Shelter (PSAS) propose a 36-month community cat management project, targeting unincorporated areas of Riverside County’s desert communities and county contract cities.

The overarching goals of this cooperative effort is to resolve issues associated with healthy community cats and reduce cat euthanasia. Over the 36-month period, the three agencies will work collaboratively to:

1. Spay/neuter and return (or transfer for adoption) 10,500 community cats;
2. Reduce cat euthanasia by 87 percent by December 2019 (compared with calendar year 2016);
3. Heighten perceptions of community cats and promote non-lethal alternatives to their management.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$	\$	\$	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS:			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

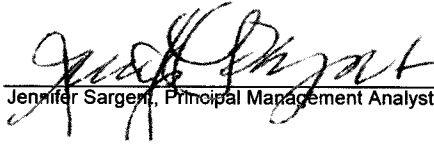
C.E.O. RECOMMENDATION: Approve.

Impact on Residents and Businesses

This agreement will have a positive impact on residents and businesses through provision of timely service, compassionate care to animals, educating the community on responsible pet ownership and improving animal welfare throughout the region.

ATTACHMENT A. Riverside/Palm Springs Community Cat Project Agreement

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



Jennifer Sargent, Principal Management Analyst

2/28/2017



Gregory V. Priamos, Director County Counsel

2/21/2017

CLERK'S COPY

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

PROJECT AGREEMENT

This Project Agreement (the "Agreement") is entered into between Riverside County, California, through Riverside County Animal Services (the "Government" or "CVAC"), Friends of the Palm Springs Animal Shelter ("PSAS"), a California not-for-profit corporation, and Best Friends Animal Society ("Best Friends"), a Utah nonprofit corporation.

RECITALS

WHEREAS, Best Friends owns and manages an animal sanctuary in Kanab, Utah, and from this headquarters location is also engaged in a wide range of activities all oriented around the theme of "No More Homeless Pets."® These activities include, among other things, (a) national public awareness campaigns, (b) extensive animal rescue operations, including public-private partnerships, and (c) the promotion and sponsorship of local and regional projects oriented around the goal of bringing about a day of No More Homeless Pets®, including high volume spay and neuter clinics, trap-neuter-return (TNR), and other non-lethal projects intended to address management issues associated with community cats;

WHEREAS, Government provides animal sheltering, adoption, and field services for the unincorporated areas of Riverside County at the Coachella Valley Animal Campus ("CVAC");

WHEREAS, Government has entered into contracts with numerous municipalities within Riverside County in California to provide animal sheltering services for those jurisdictions at the CVAC.

WHEREAS, Government, through its Department of Animal Services and CVAC, is working on collaborative solutions to end pet overpopulation and reduce the euthanasia of dogs and cats in Riverside County, CA. Government is committed to providing timely service to residents and compassionate care to animals, while working to support public safety, find homes for homeless animals, educate the community about responsible pet ownership, and improve animal welfare throughout the region;

WHEREAS, PSAS is the only public shelter in the Coachella Valley operating under the no-kill philosophy. It is managed and operated by Friends of the Palm Springs Animal Shelter, a 501(c)(3) organization (TAX ID 33-0731853) dedicated to responsible pet stewardship and the humane treatment of animals. PSAS depends on the community to adopt, foster, volunteer, donate, and most of all, to believe that together, we can save lives;

WHEREAS, Best Friends, the Government, and PSAS desire to cooperate on a project targeting areas located in Riverside County, aimed at community cats, known as the Community Cats Project (the "Project");

WHEREAS, the purpose of this Agreement is to define in writing the terms and conditions of Best Friends', Government's and PSAS's participation in the Project, and to define the obligations, expectations, and responsibilities of those parties.

NOW THEREFORE, ON THE BASIS OF THE FOREGOING RECITALS, THE PARTIES HEREBY AGREE AS FOLLOWS:

MAR 07 2017 3.18

I. TERM

- 1.1 Subject to the termination provisions of Section 8 below, this Agreement shall be for a term of thirty-six months, beginning January 1, 2017 or Date of Execution, unless renewed pursuant to a further written agreement of the parties.
- 1.2 Subject to the termination provisions of Section 8 below, the parties agree that any monetary obligation of Best Friends to fund the Project and all other obligations of the parties set forth herein will automatically terminate thirty-six months after Date of Execution, unless renewed pursuant to a further written agreement of the parties.

II. PROJECT GOALS AND TARGET AREA

- 2.1 Target Area. The Target Areas for the Program will include those municipalities within Riverside County with whom Government has animal care services contracts and who are served through the CVAC, and the City of Palm Springs, which is served by PSAS.
- 2.2 Project Goals. The Parties agree that the primary goals of the Project are as follows:
 - 2.2.1 To spay/neuter and return (or transfer for adoption) a total of 10,500 of the following described cats by the end of the Project, with a goal of 3,500 cats annually, commencing January 1, 2017:
 - 2.2.1.1 Eligible cats admitted or impounded to CVAC or PSAS from the Target Area. An "eligible cat" is defined as a free-roaming cat that lacks visible owner identification, appears healthy, and is of appropriate age and weight to be sterilized and returned. These cats shall be referred to as RTF or SNR cats. Cats generally not eligible for release are owner surrendered cats, unhealthy cats that cannot be treated, cats under age/weight for sterilization, declawed cats, and cats that do not appear to be cared for (i.e. starving, ill, or injured);
 - 2.2.1.2 To make a good faith effort to spay/neuter all stray and healthy appearing cats from colonies to which Project cats transferred from CVAC or PSAS are returned. These cats shall be referred to as TNR cats;
 - 2.2.1.3 To provide TNR services, as resources allow, to cat caregivers residing in the Target Area.
 - 2.2.2 To reduce annual CVAC cat euthanasia in the Target Area by no less than 40% by December 31, 2017; 70% by December 31, 2018; and 87% by December 31, 2019, as compared to 2016 calendar year baseline
 - 2.2.3 To reduce CVAC cat intake from the Target Area by at least 15% by December

31, 2017; 32% by December 31, 2018; and 41% by December 31, 2019, as compared to 2016 calendar year baseline.

2.2.4 To increase CVAC cat save rate in Target Area (compared to 2016 calendar year baseline) by 90% or greater by end of the Project

2.2.4.1 The save rate will be calculated by dividing (total live cat intakes minus non-live outcomes) by (total live cat intakes minus actual owner requested euthanasia).

2.2.5 To maintain PSAS's no kill status for cats at their shelter for the duration of the Project.

2.2.6 To help heighten the status of community cats and promote non-lethal approaches to their management.

2.3 Changes in Scope. Any change in Scope or Project Goals that materially changes the nature of the Project shall be by formal written amendment executed by the parties hereto.

III. OBLIGATIONS OF BEST FRIENDS ANIMAL SOCIETY

3.1 In conjunction with the implementation of the Project during the term covered by this Agreement, Best Friends will do the following at its own expense:

3.1.1 Hire one full-time employee equivalent (FTE) and one PT or FT assistant to be employed by Best Friends who will oversee Project ("Project Staff");

3.1.1.1 Best Friends shall have sole control over the work hours and other terms and conditions of employment of Best Friends Project Staff

3.1.2 Provide key CVAC and PSAS staff with the opportunity to attend onsite and off-site trainings;

3.1.3 Provide supplies necessary for Project Staff to implement work plan; may include traps, deterrents, and microchips as required by Riverside ordinance 6.08.130

3.1.4 Collaborate and/or coordinate with other key stakeholders to help create and effectively implement work plan;

3.1.5 Help identify which cats are eligible for release;

3.1.6 Facilitate trapping, transport to spay/neuter provider, and return of eligible Project cats;

- 3.1.7 Support CVAC and PSAS in working with local animal control officers to help resolve cat nuisance complaints and provide trapping services within the target area;
- 3.1.8 Best Friends and Project employees acknowledge that information in the Chameleon & Petpoint databases is confidential, for internal use only, and shall not be shared without express written consent from CVAC's Chief Operating Officer or Director of Operations, and PSAS's Director of Operations and Vice President, Board of Directors. Notwithstanding the foregoing, information obtained from Chameleon that is provided to Best Friends pursuant to Section VI of this Agreement shall not be deemed confidential.
- 3.1.9 Best Friends acknowledges and agrees that the nature of the Project may require the modification of the Parties' responsibilities depending on the exact nature of the work plan adopted. Best Friends will use good faith efforts to reach agreement with CVAC and PSAS in the event such modification of responsibilities is required.

IV. OBLIGATIONS OF GOVERNMENT

- 4.1 To facilitate the success of the Project, the Government, by and through Riverside County Animal Services Department, agrees that it will:
 - 4.1.1 Provide a suitable work space at CVAC for use by the Best Friends Project Staff;
 - 4.1.2 Provide Project Coordinator or Assistants access to Chameleon or other shelter management software upon receipt of fully executed non-disclosure agreement.
 - 4.1.3 Collaborate with Best Friends, PSAS and other stakeholders to help create and effectively implement the work plan, including revising operating procedures where necessary;
 - 4.1.4 Designate a member of the CVAC staff to function as primary liaison with the Best Friends Project Staff and spay/neuter provider(s) and work with Best Friends Project Staff, PSAS, and other key stakeholders to ensure program success;
 - 4.1.5 Use its best efforts to ensure all eligible cats within the Target Area are transferred to the custody of—i.e. outcomed to—Best Friends in a timely fashion;
 - 4.1.6 Vaccinate for FVCRP all cats entering the shelter(s) upon impound;
 - 4.1.7 Provide Best Friends Project Staff with the exact address of the location found for admitted or impounded eligible cats along with any relevant case information which includes cat description and photo if available;
 - 4.1.8 Work with Best Friends Project Staff and other key stakeholders to help resolve

cat nuisance complaints in a positive manner;

- 4.1.9 Help identify which cats are eligible for the Project and allow all eligible cats to be immediately released (i.e., not held on a stray hold period) for purposes of sterilization and return;
- 4.1.10 Refuse to impound eligible cats brought to the shelter by for-profit businesses or individuals who charge a fee for cat removal services. CVAC, PSAS and Best Friends will help these businesses/individuals facilitate TNR.
- 4.1.11 Provide pre/post-surgery holding space on-site (Coachella Valley Animal Campus, 72050 Pet Land Pl, Thousand Palms, California) to accommodate up to forty (40) cats in traps. This housing area must be accessible to Project staff both outside of and during regular business hours.
 - 4.1.11.1 CVAC shall use its best efforts to obtain and provide recovery space/housing in kennels (not in traps) for a minimum of four (4) Project cats that require more than average recovery time.
- 4.1.12 Continue other efforts to increase adoption and lower intake of cats entering shelter;
- 4.1.13 Work to communicate the Project's successes to the Government, Council Members, Mayor, etc., including CVAC's cost savings associated with the decrease in cat intake and euthanasia;
- 4.1.14 In furtherance of the Project goals, CVAC agrees to provide a minimum of 500 in-kind s/n surgeries annually for the duration of the Project. Number of in kind surgeries should be reported to Best Friends on a monthly basis.
- 4.1.15 Spay/neuter providers will submit invoices to Best Friends for payment on a monthly basis. Monthly invoices will detail the number of spay/neuter surgeries performed and include a list of addresses of each cat altered. Invoices approved by Best Friends will be paid within 30 days of receipt. Any invoices that are disputed by Best Friends will be paid within 30 days of resolution of the dispute.
- 4.1.16 Government acknowledges and agrees that successful implementation of the Project will require the time and effort of CVAC employees. Although Best Friends may elect to use its funds for implementation of the Project, Best Friends is not responsible for costs or expenditures related to CVAC's employees except as expressly agreed by Best Friends.
- 4.1.17 Government acknowledges and agrees that the nature of the Project may require the modification of the Parties' responsibilities depending on the exact nature of the work plan adopted. CVAC will use good faith efforts to reach agreement with Best Friends and PSAS in the event such modification of responsibilities is

required.

- 4.1.18 Create a detailed transition and sustainability plan in year two of the Project in order to take over and continue the Project at the end of the Agreement term.

V. OBLIGATIONS OF PSAS

- 5.1 To facilitate the success of the Project, PSAS agrees that it will:
- 5.1.1 Provide a suitable work space at PSAS for use by the Best Friends Project Staff as needed, with primary space located at CVAC provided by Government;
 - 5.1.2 Collaborate with Best Friends and CVAC to help create and effectively implement the work plan, including revising operating procedures where necessary
 - 5.1.3 Designate two staff members of the PSAS staff to work part-time assisting the Best Friends Project Staff and spay/neuter provider(s), and other key stakeholders to ensure program success;
 - 5.1.4 Provide a van to be used to for trapping and return to field until such time as Best Friends purchases a dedicated vehicle for the Project.
 - 5.1.5 Provide pre/post-surgery holding space on-site (Palm Springs Animal Shelter, 4575 E Mesquite Ave, Palm Springs, CA) to accommodate up to forty (40) cats in traps. This housing area must be accessible to Project staff both during and after regular business hours.
 - 5.1.6 PSAS shall use its best efforts to obtain and provide recovery space/housing for a minimum of four (4) Project cats that require greater than average recovery time.
 - 5.1.7 Work to communicate the Project's successes to the Government, Council Members, Mayor, etc.
 - 5.1.8 In furtherance of the Project goals, PSAS agrees to directly provide at least 780 s/n surgeries annually for the duration of the Project, a cost of no greater than \$30.50/surgery including FVRCP and Rabies vaccines.
 - 5.1.9 PSAS also agrees to coordinate additional surgeries to meet goals from the following providers:
 - Coachella Animal Network commits to 300 surgeries per year at \$25.00 per surgery (\$7,500.00 total), \$5.00 for FvRCP and \$5.00 for Rabies for a total of \$35.00 per cat.
 - Luke's Legacy (SNIP mobile) commits to 480 surgeries per year at \$37.50 (\$6,000), \$5.00 for FvRCP and \$5.00 for Rabies for a total of \$47.50 per cat.
 - Animal Samaritans commits to 600 surgeries per year at \$40.00 (\$24,000.00), plus \$5.00 for FvRCP for a total of \$45.00 per cat.

- Additional clinics and capacity may be added in future, as needed to meet increased s/n surgery goals of 3,500 annually.
- 5.1.10 Spay/neuter providers will submit invoices to Best Friends for payment on a monthly basis. Monthly invoices will detail the number of spay/neuter surgeries performed and include a list of addresses of each cat altered. Invoices approved by Best Friends will be paid within 30 days of receipt. Any invoices that are disputed by Best Friends will be paid within 30 days of resolution of the dispute.
 - 5.1.11 PSAS acknowledges and agrees that successful implementation of the Project will require the time and effort of PSAS employees. Although Best Friends may elect to use its funds for implementation of the Project, Best Friends is not responsible for costs or expenditures related to PSAS's employees except as expressly agreed by Best Friends.
 - 5.1.12 PSAS acknowledges and agrees that the nature of the Project may require the modification of the Parties' responsibilities depending on the exact nature of the work plan adopted. PSAS will use good faith efforts to reach agreement with Best Friends and CVAC in the event such modification of responsibilities is required.
 - 5.1.13 PSAS commits to expend \$5,000 of its own funds per Project year in creative marketing services to support local efforts.
 - 5.1.14 PSAS commits to expend \$10,000 of its own funds per Project year for additional medical care based on the "Schedule of Charges."
 - 5.1.15 Create a detailed transition and sustainability plan in year two of the Project in order to take over and continue the Project at the end of the Agreement term.

VI. DATA TRACKING & REPORTING REQUIREMENTS

- 6.1 MONTHLY AND QUARTERLY REPORTS TO BEST FRIENDS. CVAC and PSAS each agree that they will gather, track, and provide both raw data and data reports to Best Friends on any intake and outcome as requested by Best Friends. Information requested may include, but is not necessarily limited to, the following:
 - Monthly reports to Best Friends detailing spay/neuter services performed as part of the Project, broken down by the number of neuters, spays, in heat, and pregnant.
 - Recipient agrees that it will gather, track, and provide both raw data and data reports to Best Friends on any intake and outcome as requested by Best Friends through 2019. Information requested may include, but is not necessarily limited to, the following:
 - Tracking of program cat intakes, surgeries, and outcomes through either the Best Friends TNR Database or other tracking system provided by Best

Friends.

- o Monthly raw reports at the animal level for dogs and cats (each animal on a separate row) including at least the following data points (if available):
 - Unique Animal ID #
 - Species
 - Breed
 - Age (Preferred field is DOB, however we will accept age data by yr/mo or category - i.e. neonate, up to 2 months, adult, etc)
 - Intake Date
 - Intake Type
 - Intake Sub-type
 - Intake Zip Code or jurisdiction/county
 - Outcome Date
 - Outcome Type
 - Outcome Sub-type

6.2 POST-PROJECT DATA. Upon request, CVAC and PSAS will provide Best Friends with three years of post-Project data to include all the types of data listed above in Section 6.1, with respect to calendar years 2020, 2021, and 2022, respectively.

VII. MARKETING, PROMOTION AND PUBLICITY

- 7.1 Best Friends shall have the right to publicize the Project and all marketing, promotion and publicity of the Project shall be coordinated by Best Friends, in coordination with the CVAC and PSAS. CVAC and PSAS agree to cooperate with Best Friends and facilitate Best Friends' promotion of the Project. Said promotion may take place through Best Friends' website, newsletters, electronic news distributions, press releases, and other media outlets. Any such publicity efforts proposed by Best Friends shall be submitted by Best Friends to CVAC and to PSAS for review and approval not less than 48 hours in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of the CVAC and PSAS, which approval will not be unreasonably withheld.
- 7.2 CVAC and PSAS agree that the Project will be referred to by a name to be agreed upon with Best Friends and that it shall refer to the Project by that name.
- 7.3 All Project related press, news, or other media releases and other forms of publicity relating to the Project, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by CVAC or PSAS shall be submitted by CVAC or PSAS to Best Friends (Destiny Haney and Liz Finch) for review and approval not less than 48 hours in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of Best Friends.

- 7.4 CVAC and PSAS shall use their best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project, consistent with CVAC and PSAS's policies and procedures for such event(s). Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes subject to release.
- 7.5 Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

VIII. ASSIGNMENT

- 8.1 The terms of this Agreement shall bind the respective successors and assigns of each party.

IX. TERMINATION

- 9.1 Termination by Government or PSAS. Government or PSAS may terminate this Agreement upon written notice to Best Friends in the event of the following events of default and where Best Friends fails to cure said default within 15 calendar days after receipt of notice thereof:
- (i) By its actions or statements, Best Friends materially harms Government or PSAS in its reasonable judgment; or
 - (ii) Best Friends files for bankruptcy, or sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as an animal supply and services company.
- 9.2 Termination by Best Friends. Best Friends may terminate this Agreement upon written notice to the Government and/or PSAS in the event of the following events of default and where Government or PSAS fail to cure said default within 15 calendar days after receipt of notice thereof:
- (i) Government and/or PSAS fail to carry out their obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Project in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or
 - (ii) By its actions or statements, Government and/or PSAS materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.
- 9.3 Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Government and PSAS in the event that Best Friends determines that it lacks the financial ability to continue to support the Project.

X. NOTICES

- 10.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to Government:

County of Riverside Animal Services
Administration/Director 6851 Van Buren
Blvd. Jurupa Valley, CA 92509

If to PSAS:

Dr. Shayda Ahkami
Friends of Palm Springs Animal Shelter
4575 E Mesquite Ave
Palm Springs, CA 92264

If to Best Friends:

Liz Finch
Best Friends Animal Society
5001 Angel Canyon Road
Kanab, UT 84741
Email: lizf@bestfriends.org

XI. REPRESENTATIONS

- 11.1 Government and PSAS represent that they have entered into this Agreement only after considering the impact of applicable local, state, and federal laws on its ability to legally implement the Project. Government and PSAS agree that in the event of a legal challenge to the Project, they shall cooperate with Best Friends to defend the Parties' respective rights with respect to the Agreement and the implementation of the Project.

XII. RELATIONSHIP OF PARTIES

- 12.1 Nothing in this Agreement shall be construed or interpreted as creating a joint venture or legal partnership relationship between the parties. Except as expressly provided by this Agreement, no party shall have, nor shall it hold itself out as having any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon any other party, or to pledge any other party's credit or extend credit in the other party's name, unless the other party consents thereto in advance in writing. Subject to Section VI, above, neither party shall disseminate any written or oral press releases, advertisements or other communications representing itself as an authorized representative of the other party. Except as expressly provided herein, neither party shall have the right to exercise any control whatsoever over the activities or operations of the other party.

XIII. AUTHORITY

13.1 By affixing their signatures below, the individuals signing on behalf of the Parties warrant they are authorized to enter into this Agreement and intend to be bound by same.

XIV. SEVERABILITY

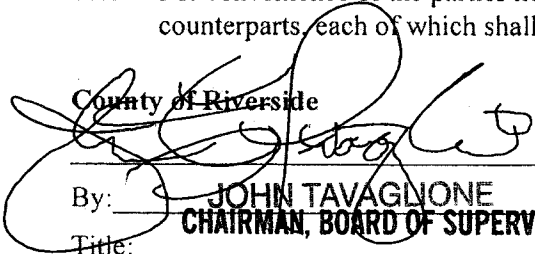
14.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to county ordinances of Riverside County, California, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. ENTIRE AGREEMENT

15.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between Government, PSAS and Best Friends.

XVI. COUNTERPARTS

16.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

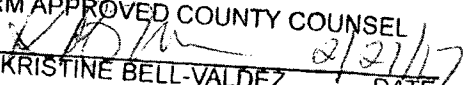
County of Riverside

By: JOHN TAVAGLIONE
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: MAR 07 2017

Friends of Palm Springs Animal Shelter

By: _____
Title: _____
Date: _____

ATTEST:
KECIA HARRER-JHEM, Clerk
By 
DEPUTY

Best Friends Animal Society

FORM APPROVED COUNTY COUNSEL
BY 
KRISTINE BELL-VALDEZ DATE 2/27/17