

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



ITEM  
3.3  
(ID # 3188)

**MEETING DATE:**

Tuesday, June 13, 2017

**FROM :** ANIMAL SERVICES:

**SUBJECT:** ANIMAL SERVICES: Approve a Five-Year Right of Entry Agreement, No. 17-001, with Beaumont-Cherry Valley Recreation and Park District for Displaced Animals During a Housing Disaster or Emergency. [5th District]; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:  
Approve and authorize the Board Chairman to execute a five-year Right of Entry agreement, no. 17-001, with Beaumont-Cherry Valley Recreation and Park District for displaced animals during a housing disaster or emergency.

**ACTION:** Policy

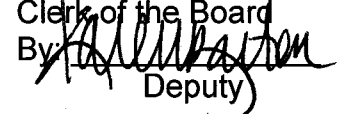
  
Robert P. Miller, Director Animal Services 6/13/2017

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: June 13, 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**

Beaumont-Cherry Valley Recreation and Park District is the owner of Noble Creek Regional Park. Riverside County Department of Animal Services proposes temporary use of this property during a disaster or emergency.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	
			16/17 – 21/22	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary (continued)**

Beaumont-Cherry Valley Recreation and Park District supports the property use for temporary housing and care of displaced animals during a disaster or emergency. This proposal is in accordance with 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 during emergency response activities.

**Impact on Residents and Businesses**

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

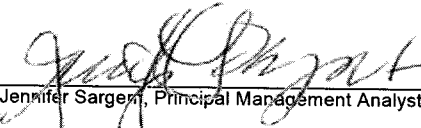
**SUPPLEMENTAL:**

**Additional Fiscal Information**

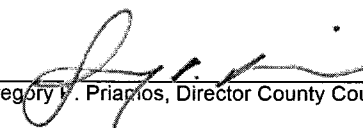
There is no impact on the general fund.

**ATTACHMENTS:**

Right of Entry Agreement No 17-001

  
Jennifer Sargent, Principal Management Analyst

6/6/2017

  
Gregory T. Priamos, Director County Counsel

5/24/2017

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

3 **RIGHT OF ENTRY AGREEMENT**

4 This Right of Entry ("ROE") Agreement, between the Beaumont-Cherry Valley Recreation and  
5 Park District ("Grantor"), and the County of Riverside Department of Animal Services ("Grantee"),  
6 collectively referred to as "Parties", shall be effective upon signature of this Agreement by both parties  
and continue in effect 5 years from execution date.

7 **RECITALS**

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

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

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

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

27 **AGREEMENT**

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

**2. Term:** The term of this Right of Entry shall commence on the date this ROE Agreement is  
executed by all Parties hereto ("Effective Date"). This ROE shall terminate five (5) years from the  
Effective Date of this Agreement or until completion of said project. The term may be extended by  
written notice to Grantee in the sole and absolute discretion of Grantor. This ROE is subordinate to all  
prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights  
inconsistent with the reasonable exercise by Grantee of its rights under this ROE.

JUN 13 2017 3.3

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

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

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

11           **GRANTOR CONTACT:**

12 Name: Duane Burk, General Manager  
13 Address: 650 W. Oak Valley Parkway  
14 Phone: (951) 845-9555 ext. 225  
15 Email: [duane@bcvparks.com](mailto:duane@bcvparks.com)

16           **GRANTEE CONTACT:**

17 Name: Frank Corvino, Deputy Director  
18 Work: (951) 358-7545 Fax: (951) 358-7300  
19 (After Hours: (951) 358-7387)  
20 Email: [fcoryino@redas.org](mailto:fcoryino@redas.org)

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

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

34           **8. Insurance:** As a condition of this ROE Agreement, Grantee will provide, and/or cause its  
35 contractors to provide, a policy or policies of insurance as follows: \$1,000,000.00 general liability policy  
36 as well as verifying \$1,000,000.00 of automobile and workers compensation insurance. Such insurance  
37 shall be primary and all endorsements shall be provided. Maintaining and showing proof of insurance  
38 shall not limit or restrict Grantee's indemnification of the County. The insurance requirements contained  
39 in this Agreement may be met with a program(s) of self-insurance.

40           **9. Compliance with Laws:** Grantee shall, in all activities undertaken pursuant to this ROE,  
41 comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws,  
42 statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the  
43 generality of the foregoing, Grantee, at its sole cost and expense, shall obtain any and all permits which  
44 may be required by any law, regulation or ordinance for any activities Grantee desires to conduct or have  
45 conducted pursuant to this ROE.

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

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

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

11           **12.1** Grantee may not place or dump garbage, trash or refuse anywhere upon or within  
12 the Property, except for self-contained trash receptacles that are maintained to Grantor's  
13 satisfaction by Grantee;

14           **12.2** Grantee may not commit or create, or suffer to be committed or created, any waste,  
15 hazardous condition and or nuisance to occur upon the Property;

16           **12.3** Grantee may not cut, prune or remove any native trees or brush upon the Property,  
17 except for the elimination of safety hazards without first obtaining written permission by the  
18 Grantor;

19           **12.4** Grantee may not disturb, move or remove any rocks or boulders upon the Property  
20 except for the elimination of safety hazards without first obtaining written permission by the  
21 Grantor;

22           **12.5** Grantee must exercise due diligence in the protection of the Property against  
23 damage or destruction by fire, vandalism or other cause.

24           Upon the termination or revocation of this ROE, but before its relinquishment to Grantor, Grantee  
25 shall, at its own cost and expense, remove any debris generated by its use and Property shall be left in a  
26 neat condition. Grantee agrees not to damage Property in the process of performing the permitted  
27 activities.

28           **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

1 documents provided for herein, and this agreement and said additional documents are, accordingly,  
2 binding on said person or entity.

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

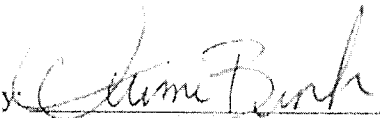
7 **17. Choice of Law:** This Right of Entry Agreement will be governed and construed by the  
8 laws of the State of California.

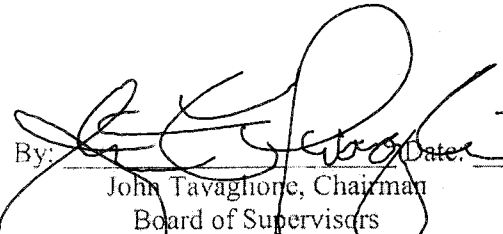
9 **IN WITNESS WHEREOF**, the Parties hereto have executed this Right of Entry Agreement on  
10 the date as indicated below each Party's signature.

11 Dated this 13<sup>th</sup> day of June, 2017

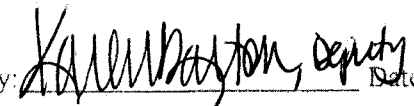
12 **GRANTOR:**  
13 BEAUMONT-CHERRY VALLEY  
14 RECREATION AND PARK DISTRICT  
15 NOBLE CREEK REGIONAL PARK

16 **GRANTEE:**  
17 COUNTY OF RIVERSIDE  
18 DEPARTMENT OF ANIMAL SERVICES

19 By:  Date: 4/25/17  
20 Duane Burk, General Manager

21 By:  Date: JUN 13 2017  
22 John Tavaghorne, Chairman  
23 Board of Supervisors

24 ATTEST: Kecia Harper-Ihem, Clerk

25 By:  Date: JUN 13 2017

26 Approved as to Form and Content: KBV

27 Gregory P. Priamos

28 County Counsel

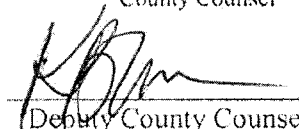
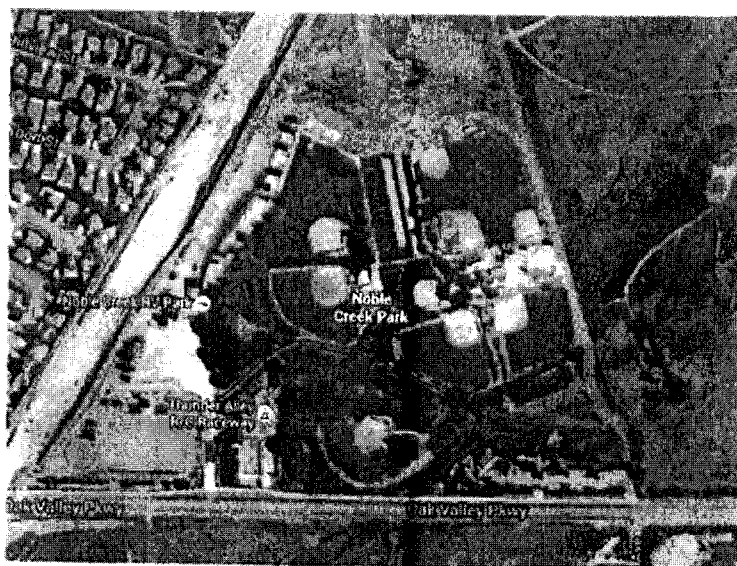
By:  Date: 5/23/17  
Deputy County Counsel

EXHIBIT A  
MAP OF PROPERTY  
NOBLE CREEK REGIONAL PARK



ATTACHMENT "A"

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 capability 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