

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



ITEM
3.32
(ID # 9826)

MEETING DATE:
Tuesday, May 7, 2019

FROM : SUPERVISOR KAREN SPIEGEL:

SUBJECT: SUPERVISOR KAREN SPIEGEL: Ratify and Approve Agreement for Animal Services Between City of San Bernardino and County of Riverside for the Provision of Animal Field, Shelter and Licensing Services, Agreement No. 19-003 [\$2,100,000 - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Agreement for Animal Services Between the City of San Bernardino and the County of Riverside, including exhibits (Agreement No. 19-003) for the provision of animal field, shelter and licensing services with a term beginning May 1, 2019 and terminating April 30, 2020;
2. Authorize the Chairman of the Board of Supervisors to execute the attached Agreement on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the Agreement.

ACTION:Policy

Karen S. Spiegel
Supervisor Karen Spiegel 5/3/2019

MINUTES OF THE BOARD OF SUPERVISORS

(THE RECOMMENDED ACTION FAILED FOR LACK OF A MOTION TO APPROVE OR DENY. NO OTHER ACTION TAKEN)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	0	0	0
NET COUNTY COST	0	0	0	0
SOURCE OF FUNDS: 100% funded by the City of San Bernardino			Budget Adjustment:	XXX
			For Fiscal Year:	18/19 – 19/20

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The City of San Bernardino (City) desires to contract with the County of Riverside, by and through its Department of Animal Services (County), to provide field, shelter and licensing services to safeguard the health and safety of the City's domestic and wild animals and for the purpose of promoting the humane treatment of animals. County has the personnel and experience to provide such field, shelter and licensing services and is willing to enter into the proposed Agreement with City. The terms and provisions of the proposed contract are set forth in the Agreement attached.

The proposed Agreement term begins May 1, 2019 and terminates on April 30, 2020. The parties may mutually agree to extend the services agreement.

The fees that County will charge to City for animal field, shelter and licensing services pursuant to this Agreement shall be \$2,100,000 to be paid by the City in monthly payments. The parties intend to review and revisit the rates and level of services provided within 6 months of entering into this agreement and may amend the agreement as warranted.

Rates are subject to change as adopted by the Board of Supervisors.

County staff recommends the approval of the attached Agreement.

Impact on Residents and Businesses

This Agreement will safeguard the health and safety of City's residents and domestic and wild animals while promoting the humane treatment of animals.

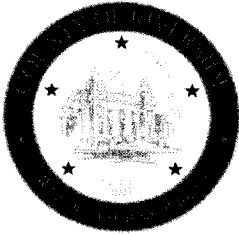
Additional Fiscal Information

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

There is no additional impact on the general fund; the funding is provided by City for services rendered. The contract revenue for services will be included in the FY 2018/2019 & 2019/2020 Department of Animal Services budget.

ATTACHMENTS:

Agreement for Animal Services between City of San Bernardino and County of Riverside for Animal Field, Shelter and Licensing Services with exhibits



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: May 3, 2019

TO: Kecia R. Harper, Clerk of the Board

FROM: Amrit P. Dhillon, Deputy County Counsel

MT ITEM: 9826

AGENDA: May 7, 2019

Attached please find the following original document(s) for the above-referenced Minute Traq item:

1. Ratify and Approve Agreement for Animal Services Between City of San Bernardino and County of Riverside for the Provision of Animal Field, Shelter and Licensing Services, Agreement No. 19-003.

If there should be any issues, please contact one of the above named individuals from County Counsel or the submitting department.

APD:gg
Attachment

3.32

**AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES
BETWEEN THE CITY OF SAN BERNARDINO AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES (“Agreement”), is made and entered into as of May 1, 2019 (“Effective Date”) by and between the CITY OF SAN BERNARDINO, a Charter City and Municipal Corporation (“CITY”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”), collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal field, shelter and licensing services for the purpose of safeguarding the health and safety of CITY’s population and the health and safety of its domestic animals;

WHEREAS, CITY desires to promote the humane treatment of animals;

WHEREAS, COUNTY has the personnel and experience to provide such services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions for compensation as hereinafter set forth; and

WHEREAS, no later than six (6) months after the Effective Date of the Agreement, the Parties intend to review and revisit the service levels and rates provided hereunder, and intend to amend this Agreement where warranted;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS OF PARTIES

A. Recitals:

1. The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. County Obligations:

1. COUNTY shall provide the field, shelter and licensing services within the corporate limits of CITY as outlined and specified in **Exhibit A**, Scope of Animal Field Services, **Exhibit B**, Scope of Animal Shelter Services, **Exhibit C**, Scope of Integrated Canine Licensing Program (“ICLP”), attached hereto and by incorporated herein by this reference.

C. City Obligations:

1. CITY shall reimburse COUNTY for the services performed and the expenses incurred as set forth in **Section III.**, Compensation, and pursuant to the terms and conditions of this Agreement.

2. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising under the services provided in this Agreement. COUNTY shall cooperate with CITY in making available such COUNTY animal control service employees for such proceedings if necessary for providing testimony or information.
3. In order for COUNTY to provide the full scope of services to CITY under this Agreement, within six months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of the regulations, provisions, and rates found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinances, from time to time. COUNTY shall provide the verbatim language to the CITY that shall be adopted into CITY's municipal codes. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction.

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from May 1, 2019 and shall terminate on April 30, 2020, unless terminated earlier as provided herein under **Section VI, Termination**.

SECTION III. COMPENSATION

CITY shall reimburse COUNTY for the services performed and the expenses incurred in accordance with the terms of this Agreement, a guaranteed amount of TWO MILLION AND ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) payable by the CITY in twelve equal monthly payments of ONE HUNDRED SEVENTY FIVE THOUSAND EVEN DOLLARS (\$175,000), subject to any applicable rate changes adopted by the Board of Supervisors of COUNTY and any additional costs and fees incurred under this Agreement. Payment shall be due and payable each month.

SECTION IV. HOLD HARMLESS/INDEMNIFICATION

- A. CITY 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 CITY, 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 negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY 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.

- B.** With respect to any action or claim subject to indemnification herein by CITY, CITY 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 CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY 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 CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- C.** The specified insurance limits required in this Agreement shall in no way limit the CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.
- D.** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions 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 and resulting from any reason whatsoever arising from the negligent or willful actions 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 the CITY, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.
- E.** With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY 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 CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY 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 CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

- F. The specified insurance limits required in this Agreement shall in no way limit the COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

SECTION V. INSURANCE

COUNTY agrees to maintain the following insurance coverage during the term of this Agreement:

A. Workers' Compensation:

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

COUNTY shall maintain Commercial General Liability Insurance coverage for claims which may arise from or out of COUNTY's performance of its obligations hereunder. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

D. 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).
2. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

SECTION VI. TERMINATION

- A. Either Party may terminate this Agreement without cause upon six (6) months advance written notice served upon the other Party stating the extent and effective date of termination.
- B. After receiving a notice of termination from CITY, COUNTY shall stop work under this Agreement on the date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for performance up to the date of termination in accordance with this Agreement.

SECTION VII. 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.

SECTION VIII. AMENDMENTS

Any amendments, including but not limited to alterations, variations, or supplements, to the terms of this Agreement shall be in writing and signed by the Parties hereto, and shall have the approval of the Board of Supervisors of COUNTY and CITY's City Council. Any amendments will be presented to CITY's City Manager prior to CITY's City Council approval.

This Agreement, including any 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.

SECTION IX. SEVERABILITY

Each paragraph or provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION X. RECORDS

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY's City Manager, or designated representative, upon written notice to COUNTY.

SECTION XI. NO THIRD PARTY BENEFICIARIES

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

SECTION XII. NONDISCRIMINATION

COUNTY shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, ethnicity, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or gender identity 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 (Pub. L. 88-352) and the Americans with Disability Act of 1990 (42 U.S.C. 12101 et seq.).

SECTION XIII. DISPUTE RESOLUTION AND VENUE

- A. The Parties shall attempt to resolve any disputes amicably at a working level. If that is not successful, the dispute shall be referred to the senior management of the Parties.
- B. Prior to filing any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County 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.
- C. 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 Riverside, California, and the Parties waive any and all provisions of law providing for a change of venue to another location.

SECTION XIV. ASSIGNMENT

This Agreement shall be binding upon COUNTY and its successors. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by the Parties without the prior written consent of the other Party. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

SECTION XV. 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY:

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

CITY:

City of San Bernardino
Attention: City Manager
290 North D Street
San Bernardino, CA 92401

SECTION XVI. CONTRACT PERFORMANCE

COUNTY's Director of Department of Animal Services, or designated representative, shall meet as necessary to discuss contract performance with CITY's City Manager, or designated representative.

SECTION XVII. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

SECTION XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties.

SECTION XIV. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any Party of any breach or violation by another Party of any provision of this Agreement or of any right or remedy permitted the waiving Party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any Party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granting in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XV. INDEPENDENT CONTRACTOR

The COUNTY is acting as an independent contractor to the CITY under this Agreement. Each Party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another Party to this Agreement.

SECTION XVI. COOPERATION, FURTHER ACT

The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

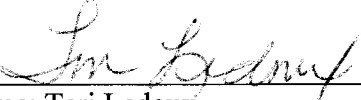
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE,
a Political Subdivision of
the State of California

CITY OF SAN BERNARDINO,
a Charter City and Municipal Corporation

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

By:  _____
Name: Teri Ledoux
Its: Acting City Manager

ATTEST:

ATTEST:

Kecia R. Harper
Clerk of the Board

Georgeann Hanna, MMC
City Clerk

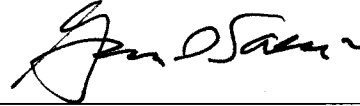
By: _____
Deputy

By:  _____
City Clerk

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

By:  _____
Amrit P. Dhillon
Deputy County Counsel

By:  _____
Gary D. Saenz
City Attorney

SCOPE OF ANIMAL FIELD SERVICES

CITY OF SAN BERNARDINO

EXHIBIT A

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following animal field services for the City of San Bernardino ("CITY"):

A. PROVISION OF FIELD SERVICES

The animal field services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in **Section E** below.
2. **Impoundment:** Impound all animals found at large and collect such impound fees as established in the appropriate CITY municipal code.
3. **Proper Care and Treatment:** Provide humane care and treatment to any stray or abandoned animal impounded by field personnel in accordance with State of California ("State") laws and regulations.
4. **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
5. **Quarantine:** Quarantine all animals suspected be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the State law, and COUNTY policy.
6. **Stray and Barking Animal (Nuisance) Complaints:** Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced the appropriate CITY Municipal Code. City shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
7. **Dead Animals:** Remove dead animals from the public right-of-way except in such cases where an animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State Department of Transportation by telephone, facsimile, email or other means.
8. **Return of Impounded Animals:** Encourage the return of any lost/stray animal impounded by field personnel while in the field to the rightful owner, subject to the payment of impound fees.

9. **Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.
10. **Issuance of Warnings and Citations:** Enforce all appropriate provisions of CITY's municipal code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. CITY shall be responsible for the prosecution of any criminal enforcement actions or any appeals arising from administrative proceedings resulting therefrom.
11. **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as per **Section E** below.
12. **Field Services Related to Canine Licenses:** COUNTY shall verify canine license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of the officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control investigations to ascertain the number of unlicensed dogs, to license such dogs, and to foster compliance with CITY's municipal code.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the Western Riverside City/County Animal Shelter, or other County operated shelter at the County's discretion, as set forth in **Exhibit B**.

C. PROVISION OF VEHICLES AND RADIO EQUIPMENT

COUNTY shall provide animal control vehicles and equip them with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use in the provision of services as set forth in this Agreement. Except during the initial term of this Agreement, the CITY shall provide the animal control vehicles for COUNTY to provide services hereunder. The Parties shall negotiate the value and acquisition from CITY of CITY's animal control vehicles, provided the vehicles are in an acceptable condition to COUNTY. The COUNTY shall fuel and maintain said vehicles.

D. MISSING OR STOLEN ANIMALS

COUNTY shall file a report with the appropriate law enforcement agency within twenty four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.

E. PRIORITY OF FIELD SERVICES

1. "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of CITY's municipal code and related State law, and are assembled for into two categories: Emergency and Non-Emergency.
2. "Priority Ranking" refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," as set forth in **Section F**, it shall be referred to the supervisor for evaluation and processing.
3. The following definitions of "Regular Service Hours," "Limited Service Hours" and "Holidays" are intended to identify the broad time frames during which specific levels of service will be provided.
 - a. "Regular Service Hours" are between the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
 - b. "Limited Service Hours" are between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on Holidays.
 - c. "Holidays" are those days as established by the COUNTY and the CITY where the CITY or COUNTY is closed for service on a business day that would otherwise be a regular service day.
4. Field service activities shall be performed daily and generally based on both the Priority Ranking and the time a call for service is received in accordance with this Agreement. All calls involving imminent danger shall be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by COUNTY. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Periods which are of an emergent nature pursuant to this **Exhibit A**. Field service personnel may be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.
5. **Telephone Service**: The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this **Exhibit A**. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the

disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days.

6. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by an answering service and referred to call-back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this **Exhibit A**.
7. **Calls Considered Emergencies to be Handled Without Delay:**
 - a. Animals endangering health or safety of the community.
 - b. Police Department requests for service
 - c. Sick or injured stray animals
 - d. Animals in distress
 - e. Humane investigations that are life threatening. (Depending on immediate circumstances)
 - f. Venomous snakes
8. **Calls Considered Non-Emergency to be Handled during Regular Service Hours:**
 - a. Pick-up confined, healthy, stray-animals
 - b. Dead animal removal
 - c. Quarantine investigations
 - d. Leash law enforcement
 - e. Nuisance animal investigations
 - f. Permit investigations

F. EXCEPTIONS

The Director of Animal Control, or designee, may, on a case-by-case basis, authorize variations of priority when circumstances require.

SCOPE OF ANIMAL SHELTER SERVICES

CITY OF SAN BERNARDINO

EXHIBIT B

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following Animal Shelter Services for the City of San Bernardino ("CITY"). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY's animals at the Western Riverside County/City Animal Shelter ("Shelter"), or other shelter operated by COUNTY at COUNTY's discretion.
The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty four (24) hour basis.
2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services" shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals.
 - h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the

health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared "vicious" or "potentially dangerous" under State and/or local laws shall be deemed unadoptable.

3. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.
4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. "Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the custody by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals**: COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided**: COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols**: All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation**: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies**: COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods**: COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.

7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia, and reason for use of method.
8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or involved in a bite investigation.
9. **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
10. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate.
11. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.
12. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY.
13. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight
 - e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.

14. **Behavioral Assessments:** Behavioral assessments of Shelter animals shall be conducted in accordance with guidelines established by the COUNTY.
15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
16. **Adoption:** Animals identified as being available for adoption shall be placed in the adoption areas of the Shelter.
17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition.
In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.
18. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108(b) and 31752(b) that provide that any stray dog or cat that is impounded "shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
19. **Foster Care Placement:** Certain animals may be placed in COUNTY's foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
20. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
21. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY

employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.

22. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
23. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
24. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter.
Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
25. **Feral Cats:** Shelter Services does not include the acceptance of feral cats from CITY.
26. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.

D. COMPENSATION

1. **Compensation for Animal Shelter Services:**
Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$20 per animal, per day for horses and cattle, and \$12 per animal, per day for swine, goats and sheep in accordance with COUNTY's Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.
2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The

COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

3. **Outreach Activities:** If requested by CITY, the daily flat rates for educational outreach events, vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at a rates below:
 - a. Vaccination or Spay/Neuter Clinic: \$2,783* per event, flat rate billed on actual use.
*The cost for staff, vaccinations and microchips, free to constituents with a two hundred (200) animal cap per event.
 - b. Education Outreach Event: \$2,553* per event, flat rate billed on actual use.
*The cost to staff an outreach event for the purpose of educating CITY constituents.

SCOPE OF INTEGRATED CANINE LICENSING PROGRAM

CITY OF SAN BERNARDINO EXHIBIT C

The County of Riverside, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following Integrated Canine Licensing Program (“ICLP”) services for the City of San Bernardino (“CITY”).

A. PROVISION OF ICLP SERVICES

The ICLP services to be provided by COUNTY for CITY within the corporate limits of CITY shall include, but not be limited to, the following activities:

1. **Licensing Program Operations:** COUNTY shall administer a dog licensing program consisting of highly skilled staff in customer relations and licensing governance, applied GIS technology, and web-based applications at the customer interface. ICLP shall include the use of administrative citations, a web-based payment platform, and a semi-automated vaccination certificate recognition process.
2. **License Officers Field Services:** License Officers (“LO”) field services shall consist of traditional door knocking, observing and/or hearing barking dogs and accessing COUNTY’s database to determine if licensed dogs reside at that address. The LO may educate the resident dog owner on responsible pet ownership, may issue a citation, or offer compliance solutions in the form of low-cost vaccination and COUNTY spay/neuter services. COUNTY aggressively pursues grant funding and may utilize such grant funding to offer free services to these targeted areas, known as “Healthy Pet Zones”.

B. LICENSE FEES (Section 2 of Riverside County Ordinance 630 as of 2/4/16)

Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY’s Board of Supervisors, from time to time.

C. RABIES VACCINATION CERTIFICATE DATA

Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY’s database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY’s website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal’s license by telephone.

D. COLLECTION OF LICENSE FEES

CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain six dollars (\$6) per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall remit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the sum total of \$6 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY's licensing database.

**AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES
BETWEEN THE CITY OF SAN BERNARDINO AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES (“Agreement”), is made and entered into as of May 1, 2019 (“Effective Date”) by and between the CITY OF SAN BERNARDINO, a Charter City and Municipal Corporation (“CITY”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”), collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal field, shelter and licensing services for the purpose of safeguarding the health and safety of CITY’s population and the health and safety of its domestic animals;

WHEREAS, CITY desires to promote the humane treatment of animals;

WHEREAS, COUNTY has the personnel and experience to provide such services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions for compensation as hereinafter set forth; and

WHEREAS, no later than six (6) months after the Effective Date of the Agreement, the Parties intend to review and revisit the service levels and rates provided hereunder, and intend to amend this Agreement where warranted;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS OF PARTIES

A. Recitals:

1. The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. County Obligations:

1. COUNTY shall provide the field, shelter and licensing services within the corporate limits of CITY as outlined and specified in **Exhibit A**, Scope of Animal Field Services, **Exhibit B**, Scope of Animal Shelter Services, **Exhibit C**, Scope of Integrated Canine Licensing Program (“ICLP”), attached hereto and by incorporated herein by this reference.

C. City Obligations:

1. CITY shall reimburse COUNTY for the services performed and the expenses incurred as set forth in **Section III.**, Compensation, and pursuant to the terms and conditions of this Agreement.

2. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising under the services provided in this Agreement. COUNTY shall cooperate with CITY in making available such COUNTY animal control service employees for such proceedings if necessary for providing testimony or information.
3. In order for COUNTY to provide the full scope of services to CITY under this Agreement, within six months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of the regulations, provisions, and rates found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinances, from time to time. COUNTY shall provide the verbatim language to the CITY that shall be adopted into CITY's municipal codes. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction.

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from May 1, 2019 and shall terminate on April 30, 2020, unless terminated earlier as provided herein under **Section VI**, Termination.

SECTION III. COMPENSATION

CITY shall reimburse COUNTY for the services performed and the expenses incurred in accordance with the terms of this Agreement, a guaranteed amount of TWO MILLION AND ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) payable by the CITY in twelve equal monthly payments of ONE HUNDRED SEVENTY FIVE THOUSAND EVEN DOLLARS (\$175,000), subject to any applicable rate changes adopted by the Board of Supervisors of COUNTY and any additional costs and fees incurred under this Agreement. Payment shall be due and payable each month.

SECTION IV. HOLD HARMLESS/INDEMNIFICATION

- A. CITY 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 CITY, 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 negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY 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.

- B.** With respect to any action or claim subject to indemnification herein by CITY, CITY 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 CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY 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 CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- C.** The specified insurance limits required in this Agreement shall in no way limit the CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.
- D.** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions 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 and resulting from any reason whatsoever arising from the negligent or willful actions 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 the CITY, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.
- E.** With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY 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 CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY 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 CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

- F. The specified insurance limits required in this Agreement shall in no way limit the COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

SECTION V. INSURANCE

COUNTY agrees to maintain the following insurance coverage during the term of this Agreement:

A. Workers' Compensation:

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

COUNTY shall maintain Commercial General Liability Insurance coverage for claims which may arise from or out of COUNTY's performance of its obligations hereunder. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

D. 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).
2. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

SECTION VI. TERMINATION

- A. Either Party may terminate this Agreement without cause upon six (6) months advance written notice served upon the other Party stating the extent and effective date of termination.
- B. After receiving a notice of termination from CITY, COUNTY shall stop work under this Agreement on the date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for performance up to the date of termination in accordance with this Agreement.

SECTION VII. 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.

SECTION VIII. AMENDMENTS

Any amendments, including but not limited to alterations, variations, or supplements, to the terms of this Agreement shall be in writing and signed by the Parties hereto, and shall have the approval of the Board of Supervisors of COUNTY and CITY's City Council. Any amendments will be presented to CITY's City Manager prior to CITY's City Council approval.

This Agreement, including any 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.

SECTION IX. SEVERABILITY

Each paragraph or provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION X. RECORDS

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY's City Manager, or designated representative, upon written notice to COUNTY.

SECTION XI. NO THIRD PARTY BENEFICIARIES

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

SECTION XII. NONDISCRIMINATION

COUNTY shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, ethnicity, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or gender identity 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 (Pub. L. 88-352) and the Americans with Disability Act of 1990 (42 U.S.C. 12101 et seq.).

SECTION XIII. DISPUTE RESOLUTION AND VENUE

- A. The Parties shall attempt to resolve any disputes amicably at a working level. If that is not successful, the dispute shall be referred to the senior management of the Parties.
- B. Prior to filing any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County 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.
- C. 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 Riverside, California, and the Parties waive any and all provisions of law providing for a change of venue to another location.

SECTION XIV. ASSIGNMENT

This Agreement shall be binding upon COUNTY and its successors. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by the Parties without the prior written consent of the other Party. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

SECTION XV. 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY:

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

CITY:

City of San Bernardino
Attention: City Manager
290 North D Street
San Bernardino, CA 92401

SECTION XVI. CONTRACT PERFORMANCE

COUNTY's Director of Department of Animal Services, or designated representative, shall meet as necessary to discuss contract performance with CITY's City Manager, or designated representative.

SECTION XVII. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

SECTION XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties.

SECTION XIV. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any Party of any breach or violation by another Party of any provision of this Agreement or of any right or remedy permitted the waiving Party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any Party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granting in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XV. INDEPENDENT CONTRACTOR

The COUNTY is acting as an independent contractor to the CITY under this Agreement. Each Party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another Party to this Agreement.

SECTION XVI. COOPERATION, FURTHER ACT

The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

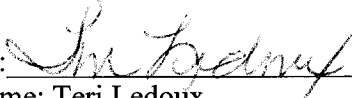
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE,
a Political Subdivision of
the State of California

CITY OF SAN BERNARDINO,
a Charter City and Municipal Corporation

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

By:  _____
Name: Teri Ledoux
Its: Acting City Manager

ATTEST:

ATTEST:

Kecia R. Harper
Clerk of the Board

Georgeann Hanna, MMC
City Clerk

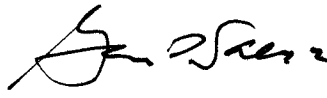
By: _____
Deputy

By:  _____
City Clerk

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

By:  _____
Amrit P. Dhillon
Deputy County Counsel

By:  _____
Gary D. Saenz
City Attorney

SCOPE OF ANIMAL FIELD SERVICES

CITY OF SAN BERNARDINO

EXHIBIT A

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following animal field services for the City of San Bernardino ("CITY"):

A. PROVISION OF FIELD SERVICES

The animal field services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in **Section E** below.
2. **Impoundment:** Impound all animals found at large and collect such impound fees as established in the appropriate CITY municipal code.
3. **Proper Care and Treatment:** Provide humane care and treatment to any stray or abandoned animal impounded by field personnel in accordance with State of California ("State") laws and regulations.
4. **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
5. **Quarantine:** Quarantine all animals suspected be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the State law, and COUNTY policy.
6. **Stray and Barking Animal (Nuisance) Complaints:** Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced the appropriate CITY Municipal Code. City shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
7. **Dead Animals:** Remove dead animals from the public right-of-way except in such cases where an animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State Department of Transportation by telephone, facsimile, email or other means.
8. **Return of Impounded Animals:** Encourage the return of any lost/stray animal impounded by field personnel while in the field to the rightful owner, subject to the payment of impound fees.

9. **Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.
10. **Issuance of Warnings and Citations:** Enforce all appropriate provisions of CITY's municipal code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. CITY shall be responsible for the prosecution of any criminal enforcement actions or any appeals arising from administrative proceedings resulting therefrom.
11. **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as per **Section E** below.
12. **Field Services Related to Canine Licenses:** COUNTY shall verify canine license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of the officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control investigations to ascertain the number of unlicensed dogs, to license such dogs, and to foster compliance with CITY's municipal code.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the Western Riverside City/County Animal Shelter, or other County operated shelter at the County's discretion, as set forth in **Exhibit B**.

C. PROVISION OF VEHICLES AND RADIO EQUIPMENT

COUNTY shall provide animal control vehicles and equip them with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use in the provision of services as set forth in this Agreement. Except during the initial term of this Agreement, the CITY shall provide the animal control vehicles for COUNTY to provide services hereunder. The Parties shall negotiate the value and acquisition from CITY of CITY's animal control vehicles, provided the vehicles are in an acceptable condition to COUNTY. The COUNTY shall fuel and maintain said vehicles.

D. MISSING OR STOLEN ANIMALS

COUNTY shall file a report with the appropriate law enforcement agency within twenty four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.

E. PRIORITY OF FIELD SERVICES

1. "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of CITY's municipal code and related State law, and are assembled for into two categories: Emergency and Non-Emergency.
2. "Priority Ranking" refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," a set forth in **Section F**, it shall be referred to the supervisor for evaluation and processing.
3. The following definitions of "Regular Service Hours," "Limited Service Hours" and "Holidays" are intended to identify the broad time frames during which specific levels of service will be provided.
 - a. "Regular Service Hours" are between the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
 - b. "Limited Service Hours" are between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on Holidays.
 - c. "Holidays" are those days as established by the COUNTY and the CITY where the CITY or COUNTY is closed for service on a business day that would otherwise be a regular service day.
4. Field service activities shall be performed daily and generally based on both the Priority Ranking and the time a call for service is received in accordance with this Agreement. All calls involving imminent danger shall be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by COUNTY. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Periods which are of an emergent nature pursuant to this **Exhibit A**. Field service personnel may be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.
5. **Telephone Service**: The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this **Exhibit A**. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the

disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days.

6. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by an answering service and referred to call-back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this **Exhibit A**.

7. **Calls Considered Emergencies to be Handled Without Delay:**

- a. Animals endangering health or safety of the community.
- b. Police Department requests for service
- c. Sick or injured stray animals
- d. Animals in distress
- e. Humane investigations that are life threatening. (Depending on immediate circumstances)
- f. Venomous snakes

8. **Calls Considered Non-Emergency to be Handled during Regular Service Hours:**

- a. Pick-up confined, healthy, stray-animals
- b. Dead animal removal
- c. Quarantine investigations
- d. Leash law enforcement
- e. Nuisance animal investigations
- f. Permit investigations

F. EXCEPTIONS

The Director of Animal Control, or designee, may, on a case-by-case basis, authorize variations of priority when circumstances require.

SCOPE OF ANIMAL SHELTER SERVICES

CITY OF SAN BERNARDINO

EXHIBIT B

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following Animal Shelter Services for the City of San Bernardino ("CITY"). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY's animals at the Western Riverside County/City Animal Shelter ("Shelter"), or other shelter operated by COUNTY at COUNTY's discretion.
The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty four (24) hour basis.
2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services" shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals.
 - h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the

health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared "vicious" or "potentially dangerous" under State and/or local laws shall be deemed unadoptable.

3. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.
4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. "Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the custody by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals:** COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided:** COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies:** COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods:** COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.

7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia, and reason for use of method.
8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or involved in a bite investigation.
9. **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
10. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate.
11. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.
12. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY.
13. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight
 - e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.

14. **Behavioral Assessments:** Behavioral assessments of Shelter animals shall be conducted in accordance with guidelines established by the COUNTY.
15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
16. **Adoption:** Animals identified as being available for adoption shall be placed in the adoption areas of the Shelter.
17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition.
In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.
18. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108(b) and 31752(b) that provide that any stray dog or cat that is impounded "shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
19. **Foster Care Placement:** Certain animals may be placed in COUNTY's foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
20. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
21. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY

employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.

22. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
23. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
24. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter.
Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
25. **Feral Cats:** Shelter Services does not include the acceptance of feral cats from CITY.
26. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.

D. COMPENSATION

1. **Compensation for Animal Shelter Services:**
Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$20 per animal, per day for horses and cattle, and \$12 per animal, per day for swine, goats and sheep in accordance with COUNTY's Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.
2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The

COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

3. **Outreach Activities:** If requested by CITY, the daily flat rates for educational outreach events, vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at a rates below:
 - a. Vaccination or Spay/Neuter Clinic: \$2,783* per event, flat rate billed on actual use.
*The cost for staff, vaccinations and microchips, free to constituents with a two hundred (200) animal cap per event.
 - b. Education Outreach Event: \$2,553* per event, flat rate billed on actual use.
*The cost to staff an outreach event for the purpose of educating CITY constituents.

SCOPE OF INTEGRATED CANINE LICENSING PROGRAM

CITY OF SAN BERNARDINO EXHIBIT C

The County of Riverside, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following Integrated Canine Licensing Program (“ICLP”) services for the City of San Bernardino (“CITY”).

A. PROVISION OF ICLP SERVICES

The ICLP services to be provided by COUNTY for CITY within the corporate limits of CITY shall include, but not be limited to, the following activities:

1. **Licensing Program Operations:** COUNTY shall administer a dog licensing program consisting of highly skilled staff in customer relations and licensing governance, applied GIS technology, and web-based applications at the customer interface. ICLP shall include the use of administrative citations, a web-based payment platform, and a semi-automated vaccination certificate recognition process.
2. **License Officers Field Services:** License Officers (“LO”) field services shall consist of traditional door knocking, observing and/or hearing barking dogs and accessing COUNTY’s database to determine if licensed dogs reside at that address. The LO may educate the resident dog owner on responsible pet ownership, may issue a citation, or offer compliance solutions in the form of low-cost vaccination and COUNTY spay/neuter services. COUNTY aggressively pursues grant funding and may utilize such grant funding to offer free services to these targeted areas, known as “Healthy Pet Zones”.

B. LICENSE FEES (Section 2 of Riverside County Ordinance 630 as of 2/4/16)

Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY’s Board of Supervisors, from time to time.

C. RABIES VACCINATION CERTIFICATE DATA

Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY’s database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY’s website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal’s license by telephone.

D. COLLECTION OF LICENSE FEES

CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain six dollars (\$6) per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall remit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the sum total of \$6 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY's licensing database.

**AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES
BETWEEN THE CITY OF SAN BERNARDINO AND THE COUNTY OF RIVERSIDE**

THIS AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES (“Agreement”), is made and entered into as of May 1, 2019 (“Effective Date”) by and between the CITY OF SAN BERNARDINO, a Charter City and Municipal Corporation (“CITY”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”), collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal field, shelter and licensing services for the purpose of safeguarding the health and safety of CITY’s population and the health and safety of its domestic animals;

WHEREAS, CITY desires to promote the humane treatment of animals;

WHEREAS, COUNTY has the personnel and experience to provide such services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions for compensation as hereinafter set forth; and

WHEREAS, no later than six (6) months after the Effective Date of the Agreement, the Parties intend to review and revisit the service levels and rates provided hereunder, and intend to amend this Agreement where warranted;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS OF PARTIES

A. Recitals:

1. The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. County Obligations:

1. COUNTY shall provide the field, shelter and licensing services within the corporate limits of CITY as outlined and specified in **Exhibit A**, Scope of Animal Field Services, **Exhibit B**, Scope of Animal Shelter Services, **Exhibit C**, Scope of Integrated Canine Licensing Program (“ICLP”), attached hereto and by incorporated herein by this reference.

C. City Obligations:

1. CITY shall reimburse COUNTY for the services performed and the expenses incurred as set forth in **Section III.**, Compensation, and pursuant to the terms and conditions of this Agreement.

2. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising under the services provided in this Agreement. COUNTY shall cooperate with CITY in making available such COUNTY animal control service employees for such proceedings if necessary for providing testimony or information.
3. In order for COUNTY to provide the full scope of services to CITY under this Agreement, within six months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of the regulations, provisions, and rates found in Riverside County Ordinance Nos. 534, 560, 630, 716, 771, and 878 ("Animal Control Ordinances"), and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinances, from time to time. COUNTY shall provide the verbatim language to the CITY that shall be adopted into CITY's municipal codes. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction.

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from May 1, 2019 and shall terminate on April 30, 2020, unless terminated earlier as provided herein under **Section VI**, Termination.

SECTION III. COMPENSATION

CITY shall reimburse COUNTY for the services performed and the expenses incurred in accordance with the terms of this Agreement, a guaranteed amount of TWO MILLION AND ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) payable by the CITY in twelve equal monthly payments of ONE HUNDRED SEVENTY FIVE THOUSAND EVEN DOLLARS (\$175,000), subject to any applicable rate changes adopted by the Board of Supervisors of COUNTY and any additional costs and fees incurred under this Agreement. Payment shall be due and payable each month.

SECTION IV. HOLD HARMLESS/INDEMNIFICATION

- A. CITY 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 CITY, 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 negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY 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.

- B.** With respect to any action or claim subject to indemnification herein by CITY, CITY 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 CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY 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 CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- C.** The specified insurance limits required in this Agreement shall in no way limit the CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.
- D.** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions 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 and resulting from any reason whatsoever arising from the negligent or willful actions 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 the CITY, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.
- E.** With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY 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 CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY 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 CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

- F. The specified insurance limits required in this Agreement shall in no way limit the COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

SECTION V. INSURANCE

COUNTY agrees to maintain the following insurance coverage during the term of this Agreement:

A. Workers' Compensation:

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

COUNTY shall maintain Commercial General Liability Insurance coverage for claims which may arise from or out of COUNTY's performance of its obligations hereunder. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

D. 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).
2. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

SECTION VI. TERMINATION

- A. Either Party may terminate this Agreement without cause upon six (6) months advance written notice served upon the other Party stating the extent and effective date of termination.
- B. After receiving a notice of termination from CITY, COUNTY shall stop work under this Agreement on the date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for performance up to the date of termination in accordance with this Agreement.

SECTION VII. 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.

SECTION VIII. AMENDMENTS

Any amendments, including but not limited to alterations, variations, or supplements, to the terms of this Agreement shall be in writing and signed by the Parties hereto, and shall have the approval of the Board of Supervisors of COUNTY and CITY's City Council. Any amendments will be presented to CITY's City Manager prior to CITY's City Council approval.

This Agreement, including any 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.

SECTION IX. SEVERABILITY

Each paragraph or provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION X. RECORDS

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY's City Manager, or designated representative, upon written notice to COUNTY.

SECTION XI. NO THIRD PARTY BENEFICIARIES

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

SECTION XII. NONDISCRIMINATION

COUNTY shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, ethnicity, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or gender identity 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 (Pub. L. 88-352) and the Americans with Disability Act of 1990 (42 U.S.C. 12101 et seq.).

SECTION XIII. DISPUTE RESOLUTION AND VENUE

- A. The Parties shall attempt to resolve any disputes amicably at a working level. If that is not successful, the dispute shall be referred to the senior management of the Parties.
- B. Prior to filing any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County 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.
- C. 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 Riverside, California, and the Parties waive any and all provisions of law providing for a change of venue to another location.

SECTION XIV. ASSIGNMENT

This Agreement shall be binding upon COUNTY and its successors. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by the Parties without the prior written consent of the other Party. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

SECTION XV. 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY:

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

CITY:

City of San Bernardino
Attention: City Manager
290 North D Street
San Bernardino, CA 92401

SECTION XVI. CONTRACT PERFORMANCE

COUNTY's Director of Department of Animal Services, or designated representative, shall meet as necessary to discuss contract performance with CITY's City Manager, or designated representative.

SECTION XVII. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

SECTION XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties.

SECTION XIV. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any Party of any breach or violation by another Party of any provision of this Agreement or of any right or remedy permitted the waiving Party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any Party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granting in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XV. INDEPENDENT CONTRACTOR

The COUNTY is acting as an independent contractor to the CITY under this Agreement. Each Party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another Party to this Agreement.

SECTION XVI. COOPERATION, FURTHER ACT

The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

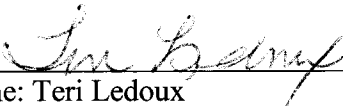
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE,
a Political Subdivision of
the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

CITY OF SAN BERNARDINO,
a Charter City and Municipal Corporation

By:  _____
Name: Teri Ledoux
Its: Acting City Manager

ATTEST:

Kecia R. Harper
Clerk of the Board

By: _____
Deputy

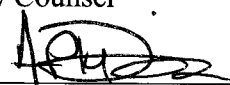
ATTEST:

Georgeann Hanna, MMC
City Clerk

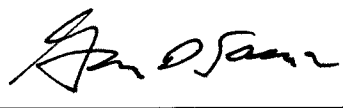
By:  _____
City Clerk

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:  _____
Amrit P. Dhillon
Deputy County Counsel

APPROVED AS TO FORM:

By:  _____
Gary D. Saenz
City Attorney

SCOPE OF ANIMAL FIELD SERVICES

CITY OF SAN BERNARDINO

EXHIBIT A

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following animal field services for the City of San Bernardino ("CITY"):

A. PROVISION OF FIELD SERVICES

The animal field services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in **Section E** below.
2. **Impoundment:** Impound all animals found at large and collect such impound fees as established in the appropriate CITY municipal code.
3. **Proper Care and Treatment:** Provide humane care and treatment to any stray or abandoned animal impounded by field personnel in accordance with State of California ("State") laws and regulations.
4. **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
5. **Quarantine:** Quarantine all animals suspected be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the State law, and COUNTY policy.
6. **Stray and Barking Animal (Nuisance) Complaints:** Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced the appropriate CITY Municipal Code. City shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
7. **Dead Animals:** Remove dead animals from the public right-of-way except in such cases where an animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State Department of Transportation by telephone, facsimile, email or other means.
8. **Return of Impounded Animals:** Encourage the return of any lost/stray animal impounded by field personnel while in the field to the rightful owner, subject to the payment of impound fees.

9. **Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.
10. **Issuance of Warnings and Citations:** Enforce all appropriate provisions of CITY's municipal code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. CITY shall be responsible for the prosecution of any criminal enforcement actions or any appeals arising from administrative proceedings resulting therefrom.
11. **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as per **Section E** below.
12. **Field Services Related to Canine Licenses:** COUNTY shall verify canine license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of the officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control investigations to ascertain the number of unlicensed dogs, to license such dogs, and to foster compliance with CITY's municipal code.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the Western Riverside City/County Animal Shelter, or other County operated shelter at the County's discretion, as set forth in **Exhibit B**.

C. PROVISION OF VEHICLES AND RADIO EQUIPMENT

COUNTY shall provide animal control vehicles and equip them with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use in the provision of services as set forth in this Agreement. Except during the initial term of this Agreement, the CITY shall provide the animal control vehicles for COUNTY to provide services hereunder. The Parties shall negotiate the value and acquisition from CITY of CITY's animal control vehicles, provided the vehicles are in an acceptable condition to COUNTY. The COUNTY shall fuel and maintain said vehicles.

D. MISSING OR STOLEN ANIMALS

COUNTY shall file a report with the appropriate law enforcement agency within twenty four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.

E. PRIORITY OF FIELD SERVICES

1. "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of CITY's municipal code and related State law, and are assembled for into two categories: Emergency and Non-Emergency.
2. "Priority Ranking" refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," a set forth in **Section F**, it shall be referred to the supervisor for evaluation and processing.
3. The following definitions of "Regular Service Hours," "Limited Service Hours" and "Holidays" are intended to identify the broad time frames during which specific levels of service will be provided.
 - a. "Regular Service Hours" are between the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
 - b. "Limited Service Hours" are between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on Holidays.
 - c. "Holidays" are those days as established by the COUNTY and the CITY where the CITY or COUNTY is closed for service on a business day that would otherwise be a regular service day.
4. Field service activities shall be performed daily and generally based on both the Priority Ranking and the time a call for service is received in accordance with this Agreement. All calls involving imminent danger shall be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by COUNTY. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Periods which are of an emergent nature pursuant to this **Exhibit A**. Field service personnel may be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.
5. **Telephone Service:** The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this **Exhibit A**. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the

disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days.

6. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by an answering service and referred to call-back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this **Exhibit A**.
7. **Calls Considered Emergencies to be Handled Without Delay:**
 - a. Animals endangering health or safety of the community.
 - b. Police Department requests for service
 - c. Sick or injured stray animals
 - d. Animals in distress
 - e. Humane investigations that are life threatening. (Depending on immediate circumstances)
 - f. Venomous snakes
8. **Calls Considered Non-Emergency to be Handled during Regular Service Hours:**
 - a. Pick-up confined, healthy, stray-animals
 - b. Dead animal removal
 - c. Quarantine investigations
 - d. Leash law enforcement
 - e. Nuisance animal investigations
 - f. Permit investigations

F. EXCEPTIONS

The Director of Animal Control, or designee, may, on a case-by-case basis, authorize variations of priority when circumstances require.

SCOPE OF ANIMAL SHELTER SERVICES

CITY OF SAN BERNARDINO

EXHIBIT B

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following Animal Shelter Services for the City of San Bernardino ("CITY"). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY's animals at the Western Riverside County/City Animal Shelter ("Shelter"), or other shelter operated by COUNTY at COUNTY's discretion.

The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty four (24) hour basis.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services" shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals.
 - h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the

SCOPE OF ANIMAL SHELTER SERVICES

CITY OF SAN BERNARDINO

EXHIBIT B

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 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals.
 - h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the

health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared "vicious" or "potentially dangerous" under State and/or local laws shall be deemed unadoptable.

3. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.
4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. "Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the custody by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals:** COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided:** COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies:** COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods:** COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.

7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia, and reason for use of method.
8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or involved in a bite investigation.
9. **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
10. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate.
11. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.
12. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY.
13. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight
 - e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.

14. **Behavioral Assessments:** Behavioral assessments of Shelter animals shall be conducted in accordance with guidelines established by the COUNTY.
15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
16. **Adoption:** Animals identified as being available for adoption shall be placed in the adoption areas of the Shelter.
17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition.
In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.
18. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108(b) and 31752(b) that provide that any stray dog or cat that is impounded "shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
19. **Foster Care Placement:** Certain animals may be placed in COUNTY's foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
20. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
21. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY

employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.

22. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
23. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
24. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter.
Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
25. **Feral Cats:** Shelter Services does not include the acceptance of feral cats from CITY.
26. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.

D. COMPENSATION

1. **Compensation for Animal Shelter Services:**
Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$20 per animal, per day for horses and cattle, and \$12 per animal, per day for swine, goats and sheep in accordance with COUNTY's Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.
2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The

COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

3. **Outreach Activities:** If requested by CITY, the daily flat rates for educational outreach events, vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at a rates below:
 - a. Vaccination or Spay/Neuter Clinic: \$2,783* per event, flat rate billed on actual use.
*The cost for staff, vaccinations and microchips, free to constituents with a two hundred (200) animal cap per event.
 - b. Education Outreach Event: \$2,553* per event, flat rate billed on actual use.
*The cost to staff an outreach event for the purpose of educating CITY constituents.

SCOPE OF INTEGRATED CANINE LICENSING PROGRAM

CITY OF SAN BERNARDINO EXHIBIT C

The County of Riverside, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following Integrated Canine Licensing Program (“ICLP”) services for the City of San Bernardino (“CITY”).

A. PROVISION OF ICLP SERVICES

The ICLP services to be provided by COUNTY for CITY within the corporate limits of CITY shall include, but not be limited to, the following activities:

1. **Licensing Program Operations:** COUNTY shall administer a dog licensing program consisting of highly skilled staff in customer relations and licensing governance, applied GIS technology, and web-based applications at the customer interface. ICLP shall include the use of administrative citations, a web-based payment platform, and a semi-automated vaccination certificate recognition process.
2. **License Officers Field Services:** License Officers (“LO”) field services shall consist of traditional door knocking, observing and/or hearing barking dogs and accessing COUNTY’s database to determine if licensed dogs reside at that address. The LO may educate the resident dog owner on responsible pet ownership, may issue a citation, or offer compliance solutions in the form of low-cost vaccination and COUNTY spay/neuter services. COUNTY aggressively pursues grant funding and may utilize such grant funding to offer free services to these targeted areas, known as “Healthy Pet Zones”.

B. LICENSE FEES (Section 2 of Riverside County Ordinance 630 as of 2/4/16)

Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY’s Board of Supervisors, from time to time.

C. RABIES VACCINATION CERTIFICATE DATA

Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY’s database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY’s website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal’s license by telephone.

D. COLLECTION OF LICENSE FEES

CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain six dollars (\$6) per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall remit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the sum total of \$6 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY's licensing database.

Maxwell, Sue

From: Lewis, Tammymae
Sent: Tuesday, May 7, 2019 11:00 AM
To: Maxwell, Sue
Subject: FW: Please vote No to outsourcing-
Attachments: Dear Board of Supervisors Riverside.docx

From: Amanda Quintanilla <amandaquin@msn.com>
Sent: Tuesday, May 7, 2019 10:41 AM
To: Lewis, Tammymae <TMLewis@RIVCO.ORG>
Subject: Re: Please vote No to outsourcing-

Dear Ms.Lewis,

Thank you for your email confirmation of my letter to the Board of Supervisor's. This is the revised version. I hope that it will be attached. Thank you very much. Have a wonderful day.

I am writing in opposition of outsourcing from San Bernardino City Animal Shelter with Riverside County Animal Services. This is a huge mistake since it will add an additional 8,000 plus animals going to Riverside each year. This means that Riverside County Animal Services will be inundated with all these wonderful animals and they will be overwhelmed. The public is concerned about this because they will be forced to slaughter all of these wonderful animals just for space. This is an unconscionable act of cruelty and this needs to stop.

The solution is simple that San Bernardino needs their own shelter and by doing so it will decrease the death rate of pets that could be adopted. More importantly, several non-profits throughout surrounding counties of Orange County, San Diego County, San Bernardino, Los Angeles County have offered assistance with San Bernardino operations and fundraising to build a new shelter for San Bernardino. This is an incredible support of Southern California residents to assist in helping San Bernardino City Animal Shelter in providing excellence in the care of the pets it will host with volunteering, donations, fostering, and sponsoring.

For instance, Dream Team Angels Rescue is a group of women who volunteer 100% of their time. According to their webpage they "are dedicated to the rescue, rehabilitation and placement of homeless animals, many of whom are rescued at the very last moment from euthanasia at the city shelters. Many of whom have medical needs. We provide safe haven to all those who find their way to us through whatever circumstance, whether abandoned, injured or neglected. No matter the breed, health or age, we believe that all should live secure, healthy lives. We work tirelessly in our attempts to find the right homes with people who will love their pets for a lifetime."

There are other foundations with a vast number of networking contacts, volunteers, fosters, sponsors, and funds. It is my understanding that the majority of San Bernardino City Officials want to outsource regardless of a public outcry of its constituents and especially the help of the community. This is something that should not be ignored.

Additionally, this is not fiscal responsibility in taking over all 8,000 pets since it will hurt the resources from that of Riverside County animals.

We need your support in making a difference and supporting the residents and the non-profits that have pledged to help in the operations and fundraising.

Please do the right thing and give us a chance to make a difference.

I implore you to **not** Out source with Riverside County Animal Services.

I appreciate your support.

5/7/19 3.32

✓

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Richard Kueby

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 4-7-19 **Agenda #** 3.32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

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SPEAKER'S NAME: Kim Kolodzi

Address: 31020 Via Norte
(only if follow-up mail response requested)

City: Temecula **Zip:** 92591

Phone #: 774 292 9111

Date: 5/7/19 **Agenda #** 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support **Oppose** **Neutral**

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I give my 3 minutes to: _____

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Riverside County Board of Supervisors
Request to Speak



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SPEAKER'S NAME: Jennifer Sinclair

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** 92592

Phone #: 310 903 3707

Date: 5/7/19 **Agenda #** 32

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Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** **Oppose** _____ **Neutral**

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I give my 3 minutes to: _____

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✓

**Riverside County Board of Supervisors
Request to Speak**

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SPEAKER'S NAME: Alice Chow

Address: 22760 Van Buren St
(only if follow-up mail response requested)

City: Grand Terrace **zip:** 92313

Phone #: 909-835-3053

Date: 5/7/19 **Agenda #** 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support X **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
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 Support **Oppose** **Neutral**

I give my 3 minutes to: _____

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9 minutes ✓

Riverside County Board of Supervisors
Request to Speak

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SPEAKER'S NAME: Lauren Jackson

Address: 30858 Crystalcove DR.
(only if follow-up mail response requested)

City: Temecula **Zip:** 92591

Phone #: 949-257-5550

Date: May 7, 2019 **Agenda #** 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

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SPEAKER'S NAME: Suzanne Murphy

Address: 3366 N. D ST.
(only if follow-up mail response requested)

City: San Bruno **Zip:** 92405

Phone #: (909) 725-6928

Date: 5-7-19 **Agenda #** 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed
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Support Oppose Neutral

I give my 3 minutes to: Lauren Jackson

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SPEAKER'S NAME: Twelve Camacho

Address: 3711 Central Ave
(only if follow-up mail response requested)

City: Riverside **Zip:** 92509

Phone #: 951-222-2104

Date: 5/7/19 **Agenda #** 732

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

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I give my 3 minutes to: _____

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Request to Speak**

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SPEAKER'S NAME: Sharon Logan

Address: 409 20th Street Huntington
Beach
(only if follow-up mail response requested)

City: _____ **Zip:** 92648

Phone #: 714-797-2270

Date: 05-07-2019 **Agenda #:** 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support ✓ Oppose Neutral

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I give my 3 minutes to: _____

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Riverside County Board of Supervisors
Request to Speak



Submit request to Clerk of Board (right of podium),
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Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: LESLIE HOLZSICHTER

Address: 2020 ARIZONA RD
(only if follow-up mail response requested)

City: RIVERSIDE **Zip:** 92506

Phone #: 951-208-3000

Date: 5/7/08 **Agenda #:** 3.32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support ✓ Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

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✓

**Riverside County Board of Supervisors
Request to Speak**

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SPEAKER'S NAME: Bertie Vanettes

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: 626 367 8234

Date: 5/7 **Agenda #** 332

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

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I give my 3 minutes to: _____

BOARD RULES

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✓

**Riverside County Board of Supervisors
Request to Speak**

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SPEAKER'S NAME: Jim Perdomo

Address: 32062 Cate Eldorado
(only if follow-up mail response requested)

City: Temecula CA **zip:** 92592

Phone #: 858-699-0965

Date: 5-7-19 **Agenda #** 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

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~~CONFIDENTIAL~~

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Debbie Melvin Yocum

Address: 16895 Evening Star

City: Riverside Zip: 92506

Phone #: 951 818 5914

Date: 5-7-19 Agenda # 32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

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Riverside County Board of Supervisors ✓
Request to Speak

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SPEAKER'S NAME: Shannon

Address: Tymkin TIM-Q
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** _____

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6 mins ✓

Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Sonya Atemdar

Address: _____

City: Woodcrest Zip: _____

Phone #: _____

Date: 5/7/2019 Agenda # 3.32/9826.

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

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✓

**Riverside County Board of Supervisors
Request to Speak**

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SPEAKER'S NAME: Mia Davis

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

3.32

Date: 5/7/2019 **Agenda #** Animal Shelter

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** **Oppose** _____ **Neutral**

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Riverside County Board of Supervisors
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Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Stephanne Leaterkey

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.32

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.