

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



**ITEM: 3.3
(ID # 12817)**

MEETING DATE:
Tuesday, June 30, 2020

FROM: EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Southwest Communities Financing Authority (SCFA) - Animal Shelter Operations Agreement for 2020-2025 Between Animal Friends of the Valleys and Southwest Communities Financing Authority. All Districts; [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Animal Shelter Operations Agreement for 2020-2025 between Animal Friends of the Valleys (AFV) and Southwest Communities Financing Authority (SCFA); and
2. Authorize the Chair of the Board to execute the attached Agreement on behalf of the County.

ACTION: Policy

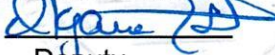

Brian Nestande 6/10/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: EO

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**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: N/A			Budget Adjustment:	No
			For Fiscal Year:	20/21

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

BACKGROUND:

Summary

On November 30, 2004, the Board approved forming a Joint Powers Authority, the Southwest Communities Financing Authority (SCFA), with the cities of Canyon Lake, Lake Elsinore, Murrieta, and Temecula for the purpose of financing and constructing an animal shelter in the southwest portion of the County. On January 12, 2006, SCFA, through a Request for Qualifications process, entered into a Memorandum of Understanding with Animal Friends of the Valleys (AFV) to assist SCFA in development and construction of an animal shelter, and operate the shelter once it was built. Construction of the shelter, located in the community of Wildomar, began in 2008. On October 21, 2010, the Board approved the city of Wildomar to join SCFA.

On August 2, 2010 the Board approved the Animal Shelter Operations Agreement between AFV and SCFA. The current contract between AFV and SCFA is the Second Amended and Restated Animal Shelter Operations Agreement, was approved by the Board on June 2, 2015, and is in effect from July 1, 2015 to June 30, 2020.

The Animal Shelter Operations Agreement for 2020-2025 between AFV and SCFA was approved by the Board of Directors at the Southwest Communities Financing Authority's board meeting on May 21, 2020 and will go into effect on July 1, 2020 through June 30, 2025. The new contract incorporates amendments from the previous Agreement, a removal of the budget cap, and updated language to reflect changes in California Government Code.

Because the SCFA leased the animal shelter to the County of Riverside for bonding purposes it is necessary for the County to be party to the Operations Agreement.

Impact on Residents and Businesses

The purpose of the SCFA Joint Powers Agreement is to exercise the common powers of the parties/cities involved in the housing and operation of the animal shelter in order to serve the residents of that area. The JPA Board of Directors can better serve its residents and conduct the management and operation of the shelter with bi-annual membership terms of the chairperson and vice-chairperson.

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

ATTACHMENTS: Animal Shelter Operations Agreement for 2020-2025 between
Animal Friends of the Valleys and Southwest Communities
Financing Authority



Lisa D Brandl 6/17/2020



Gregory L. Priamos, Director County Counsel 6/17/2020

1 entities and the health and safety of its domestic animals, and for the purpose of promoting the humane
2 treatment of animals;

3 NOW THEREFORE in consideration of the mutual promises, covenants and conditions contained
4 herein, the parties mutually agree as follows:

5 1. Program Philosophy. The animal care philosophy which forms the basis of this Contract
6 includes the following:

7 (1) Dedication to promoting humane care of animals through education and a humane,
8 pro-active animal services program.

9 (2) Committed to preventing the suffering of animals and to ending pet overpopulation.

10 (3) Responsible care and treatment of animals while in custody at the Shelter to ensure
11 that animals impounded are provided with humane and appropriate levels of care including a clean
12 environment, fresh water, proper nutrition and appropriate medical care.

13 (4) Maintenance of a process for local residents to report lost and found animals, and for
14 AFV to identify by any means available to it (including microchips) the animals with guardian
15 identification, and inform the inquiring public as quickly as possible. This shall include at a
16 minimum: (a) providing "lost animal" forms that may be completed at the Shelter or online; (b)
17 having Shelter staff process submitted forms within twenty four (24) hours, excluding Sundays and
18 legal holidays; (c) posting photographs of impounded animals on the Shelter's website within twenty
19 four (24) hours of arrival at the Shelter, excluding Sundays and legal holidays, and d) to explore
20 new technologies and innovative approaches to identifying lost animals.

21 (5) Reunite lost animals taken to the Shelter with their rightful guardians. Shelter staff
22 shall attempt to notify the guardians by telephone, electronically or in person with regard to the
23 impounding of their animal, within twenty four (24) hours, excluding Sundays and legal holidays.
24 In the event that such notification attempt fails, Guardians shall be notified immediately in writing
25 of the impoundment of their animal by mail. Documentation of all such notification activity shall
26 be maintained and made available to SCFA upon request.

27 (6) Adoption of healthy domesticated animals.
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1 (7) Encourage that all adopted animals are microchipped, spayed/ neutered and licensed.

2 (8) Ensure all dogs and cats adopted from the Shelter are spayed or neutered, or that
3 adequate provisions are made for such spaying or neutering if AFV transfers any animals to another
4 nonprofit corporation or humane society for the sole purpose of providing adoption services, unless
5 adopted animal is unable to receive spaying or neutering due to a medical condition.

6 (9) Develop and implement a program to provide for the participation of volunteers in
7 Shelter-related activities.

8 (10) Continue to strengthen existing relationships and forge new relationships with rescue
9 partnerships and foster families approved by AFV.

10 2. Retention of AFV. SCFA hereby retains AFV and AFV hereby agrees to operate and
11 manage an animal shelter program for the SCFA consisting of, but not limited to, the following services:
12 impoundment, care and feeding of all domestic and other animals at the Shelter; veterinary medical care as
13 needed for the animals at the Shelter, including vaccination; adoption of animals; a spay/neuter program;
14 euthanasia services when necessary; microchipping of qualified adopted animals and maintenance of the
15 Shelter. AFV shall, in providing such services, utilize volunteers to the fullest extent possible and pursuant
16 to the plan prepared in accordance with Section 8(t) of this Contract.

17 3. Definition of Shelter Services. "Shelter Services," as used in this Contract shall include, but
18 is not limited to, the following activities:

19 (a) Impoundment, admittance, receiving, care, custody and feeding of any and all
20 domestic animals and the impoundment of wildlife as may be delivered and/or received at the
21 Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into
22 their custody.

23 (b) Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

24 (c) Counseling and advising animal guardians.

25 (d) Identifying animals impounded brought into the Shelter and conducting a thorough
26 search for such animals' guardians.

1 (e) Posting photographs of all newly impounded animals on the Shelter website within
2 24 hours of impoundment, excluding Sundays and holidays.

3 (f) Ensuring that all dogs returned to guardian, four months and older, released from the
4 Shelter are licensed and, if not licensed, to sell license to the guardian or other person taking custody
5 of each such dog in accordance with various city/county ordinances. Upon such time as may be
6 feasible and in accordance with the various cities/county ordinances, require the microchipping of
7 released animals at the guardian's expense.

8 (g) Pursuant to State law, maintaining an up-to-date record of all animals processed
9 through the Shelter including, but not limited to, those animals that are impounded, adopted,
10 quarantined, euthanized, animals processed at immunization clinics, and any animal receiving
11 spaying or neutering services. Records shall also be maintained for: (1) the number of animals
12 brought in/surrendered by guardians for impoundment; (2) the number of animals impounded by
13 each city/county; (3) total animals impounded; (4) the number of animals adopted or transferred;
14 and (5) the number of stray/impounded animals returned to guardian. The above measures shall be
15 reported to SCFA on a monthly basis.

16 (h) Euthanization of animals as lawful and necessary, including the creation of a
17 summary log detailing the number of animals that are euthanized by agency, which shall be
18 submitted to SCFA on a monthly basis. The euthanasia summary log shall include the species of
19 animal and identify the reason for each instance of euthanasia as one of the following: (1) agonal;
20 (2) by veterinarian; (3) feral; (4) Not Placeable (behavioral, old, injured); (5) request; (6) sick; (7)
21 space; or (8) too young.

22 (i) Proper disposal of dead animals.

23 (j) Care and maintenance of the Shelter, including land and buildings. "Care" includes
24 but is not limited to providing, at the sole discretion of AFV, a safe, temporary refuge for any animal
25 impounded and/or quarantined in the jurisdictional boundaries served by SCFA.

26 (k) Provide needed medical services for injured/sick animals or arranging transfer of
27 animal to the appropriate agency.

1 4. Definition of Adoptable Animal. “Adoptable Animal” shall mean those animals eight weeks
2 of age or older, or kittens under eight (8) weeks of age that, at or subsequent to the time the animals are
3 impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or
4 hereditary condition that adversely affects the health or temperament of the animal, or that is likely to
5 adversely affect the animal’s health in the future. For purposes of clarity, cats must be held for the
6 mandatory statutory periods as provided by Food and Agricultural Code section 31752. Dogs declared as
7 “vicious” or “potentially dangerous” under State and/or local laws are unadoptable. Unadoptable animals
8 may be old, deaf, blind, disfigured or disabled. An animal with a treatable behavioral disorder as determined
9 by qualified Shelter staff may be considered adoptable.

10 5. Definition of Placeable Animal. “Placeable” shall mean an animal with a medical condition
11 such as skin problems, bad flea or skin infestations, a broken limb, abscess, kennel cough, or problems that
12 may be treated with appropriate resources, holding space, treatment and/or time. “Placeable” shall also
13 mean an animal with behavioral conditions that may be corrected with time and proper training, such as
14 chasing animals/objects and cats, food aggression, etc.

15 6. Definition of Not Placeable Animal. “Not Placeable” shall mean any animal that is
16 irremediably suffering from a serious illness or physical or behavioral injury and shall not be held for
17 guardian redemption or adoption. Dogs declared “vicious” or “potentially dangerous under State and/or
18 local laws are Not Placeable.

19 7. Term and Termination. The Term of this Contract shall be from July 1, 2020 through
20 June 30, 2025. SCFA may terminate this Contract upon six (6) months prior written notice to AFV, should
21 SCFA determine that AFV is not providing the requisite services as set forth in Section 8 herein or is not in
22 compliance with any of the other provisions contained in this Contract. Upon receipt of this notice of intent
23 to terminate services, AFV shall continue to provide Shelter Services to SCFA for up to twelve (12) months
24 for the contracted fee until SCFA is able to obtain a suitable replacement to provide Shelter Services and
25 notifies AFV in writing of the effective termination date. AFV may terminate this Contract with the same
26 six (6) months prior written notification should SCFA fail to comply with any of its duties under this
27 Contract, and AFV shall continue to provide Shelter Services for the contracted fee until SCFA is able to
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1 obtain a suitable replacement, provided the replacement services are in place within twelve (12) months of
2 the termination date, at which time AFV may cease providing such services to the SCFA, unless otherwise
3 agreed to. The County shall have no right to terminate this Contract so long as SCFA is a party (or the
4 County shall remain a party to the contract as long as SCFA is in the contract).

5 SCFA may further renew this Contract in writing upon terms and conditions agreed upon by AFV.
6 Should SCFA and AFV elect to renew this Contract, negotiations for such renewal shall take place as soon
7 as practicable.

8 8. Scope of Shelter Services. In conducting Shelter Services, AFV shall perform the following
9 specific functions at the Shelter located at 33751 Mission Trail, Wildomar, California (A.P.N. No. 370-
10 060-050):

11 (a) Enforcement. Enforce all relevant provisions of the relevant cities/county ordinances
12 or state law as may be applicable to animals housed, kept or maintained at the Shelter or at separate
13 facility for livestock.

14 (b) Incoming Animal Identification. Incoming animals shall be checked immediately
15 for collar tag, and scanned for microchip by qualified Shelter staff within two (2) hours of arrival to
16 the Shelter, excluding Sundays, legal holidays and those animals deposited in the night drop-off
17 area. Shelter staff shall attempt to notify guardians as soon as possible, but in any event no longer
18 than twenty-four (24) hours of their animal being impounded, excluding Sundays and legal holidays.
19 All identification and guardian contact information, including dates, must be noted in the animal
20 record.

21 (c) Lost Animal Reclamation. If such animals are impounded, any information provided
22 by a license tag or microchip shall be cross-referenced and checked against information already in
23 possession of the Shelter so as to determine the animal's guardian and appropriate notice given if
24 the guardian is able to be determined. A log of such activities must be maintained on an animal-by-
25 animal basis and made available to SCFA as requested.

26 (d) Quarantine. AFV shall quarantine, as prescribed by State law, all animals suspected
27 of being rabid.

1 (e) Isolation. Dangerous, vicious, sick, pregnant, highly stressed and other animals shall
2 be isolated as outlined in AFV Operating Procedures.

3 (f) Impoundments and Quarantines. AFV shall house, feed and care for all animals
4 impounded and/or quarantined at the Shelter and/or quarantined in and on behalf of SCFA. Absent
5 any qualified waiver of fees, on a case by case basis, AFV shall collect all impound, boarding and
6 other fees on behalf of the SCFA and shall provide an accounting to SCFA for all such fees collected.

7 (g) Incoming Animal Examinations/Assessments. Every animal that arrives at the
8 Shelter shall receive a cursory examination within two (2) hours by a staff member(s) trained to
9 provide animal assessments to determine any emergent needs, if any. A more comprehensive exam
10 shall be performed within twelve (12) hours, except after regular business hours when the
11 examination shall be performed within twenty-four (24) hours, excluding Sundays and legal
12 holidays. Incoming animal assessment shall include: (1) A systemic physical examination to
13 determine if a medical condition exists which requires a veterinarian's attention; (2) vaccinations
14 and deworming as needed; (3) external parasite treatment, if necessary; (4) the animal's incoming
15 weight; (5) scanning for microchip identification; (6) an identification device physically attached to
16 the animal to identify the animal within the Shelter; (7) any identifying features or abnormalities.
17 AFV shall properly document on an animal-by-animal basis that an examination/assessment is
18 performed.

19 (h) Behavioral Assessments. A standard behavioral assessment for dogs and a training
20 evaluation for puppies less than six (6) months of age to assist with the selection process of dogs
21 available for adoption shall assess: (1) a dog's personality and particular needs related to the
22 personality and breed; (2) a dog's temperament and any particular problems related to the
23 temperament; (3) a dog's ability to interact and socialize with people; (4) level of submission or
24 dominance; (5) what training style would be best suited for the dog; (6) food aggression, separation
25 anxiety or other determined problems; (7) energy or activity level; (8) response to physical control
26 and physical examination; and (9) the type of home that would meet the needs of the individual dog.
27 This program shall also include information on evaluating the temperaments and behaviors of cats
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1 within the Shelter. AFV shall provide training on behavioral assessment of animals to all involved
2 employees within six (6) months of Contract execution or upon hiring and make available such
3 documentation on a reasonable basis to SCFA.

4 (i) Adoption. The goal is to place 100% of adoptable animals into homes. To offer
5 suitable animals for adoption, and operate and manage adoption activities, which shall include
6 potential pet guardian counseling and mandatory spay/neutering of all animals placed for adoption.
7 All animals offered for adoption shall, in AFV's best judgment or upon veterinary consultation, be
8 deemed suitable for adoption and in good health except in cases where adopting family has been
9 made aware of special needs and has consented to providing for those needs. Persons adopting
10 animals are to be encouraged to seek an independent veterinary examination of the animals. AFV
11 shall collect spay/neuter deposits for all adopted dogs and cats two (2) months of age and older that
12 are not able to be altered prior to release. All spay and neutering deposits shall be placed in a
13 segregated account maintained by AFV in accordance with State law and such unclaimed deposits
14 may be used for purposes stated in Section 19 of this Contract. AFV shall report to the SCFA on a
15 monthly basis, the status of such segregated account, including deposits and expenditures. For any
16 dog or cat over the age of two (2) months placed for adoption, written notice shall be given to the
17 adopter that spay/neutering is mandatory and AFV shall implement appropriate follow-up to assure
18 compliance. Further, all adopted animals over the age of two (2) months shall be spayed or neutered
19 within sixty (60) days of the date such animal reached the age of two (2) months, unless a
20 veterinarian employed, contracted or retained by AFV determines that such an operation would
21 unnecessarily endanger the life of the animal, in which case, such animal shall be spayed or neutered
22 at the earliest date when medically acceptable to do so. All dogs over the age of four (4) months
23 must be licensed pursuant to California Food & Agriculture Code § 30951. These services shall be
24 at the guardian's expense and shall be prepaid and at the time of adoption.

25 (j) Community Adoption Partners. California Food & Agriculture Code Sections
26 31108(b) [dogs] and 31752(b) [cats] state any stray dog or cat "that is impounded pursuant to this
27 division shall, before the euthanasia of that animal, be released to a nonprofit, as defined in Section
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1 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the
2 organization. In addition to any required spay or neuter deposit, the public or private shelter, at its
3 discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or
4 released.”

5 (k) Foster Care Placement. A foster care placement program would assist the Shelter by
6 improving animal care, give certain animals a better chance of adoption, and lift the spirits of staff
7 and volunteers. When it is determined that a foster animal shall be euthanized, the reason shall be
8 clearly stated in the animal’s ID record.

9 (l) Payments of Fees and Charges by the Public. AFV shall receive payments for
10 impoundment, boarding, adoption or other fees and charges levied at the Shelter on behalf of SCFA
11 or its member agencies. When tendered by check, money order or other non-cash remittance, such
12 payment shall be made payable to “Animal Friends of the Valleys.” AFV shall be responsible for
13 clearance and payment of all checks or other non-cash remittances so deposited into AFV's account.
14 Collection charges on residents shall be paid for solely by AFV. AFV shall pay for the
15 implementation of a non-cash system for resident payments to the Shelter, such as the use of credit
16 card/debit card terminal systems. AFV shall implement an on-line payment system for pet guardians
17 to license their animals and for other services. AFV shall provide SCFA a monthly accounting of
18 all deposits for each calendar month in such detail as reasonably required by SCFA by no later than
19 the last day of the following month. Deposit balances shall be reconciled at the end of each fiscal
20 year ending on June 30th with appropriate adjustments being made on behalf of SCFA or its member
21 agencies.

22 (m) Vicious Dogs. Any dog declared to be vicious by AFV or by a local animal control
23 agency (in accordance with proceedings conducted pursuant to California Food and Agricultural
24 Code §§ 31601, *et seq.* and/or by local ordinance) and in custody of the Shelter either in
25 impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except
26 as required by State law.

1 (n) License. Any animal in custody redeemed by the animal's guardian shall be checked
2 for the applicable license. AFV, on behalf of SCFA, shall verify that any animal returned to the
3 guardian is licensed as required by local ordinance. Any unlicensed animal shall be licensed prior
4 to being returned to the guardian, including the payment of penalties, if appropriate. AFV shall
5 transmit all license monies collected, or alternatively provide a credit for such monies, to the
6 appropriate SCFA member agency within thirty (30) days. In addition, AFV shall maintain an
7 adequate record of identifying information in connection with all license holders from whom license
8 monies are collected.

9 (o) Euthanasia. Provide euthanasia service as required for any impounded stray animal
10 held at the Shelter for the lawful number of days, if such animal is not reclaimed by said animal's
11 guardian, fostered, rescued or transferred, and is deemed to be Not Placeable by AFV for adoption.
12 Animals that are irremediably suffering from a serious illness or severe injury shall not be held for
13 guardian redemption or adoption. Only the following methods of euthanasia and drugs as currently
14 approved by the American Veterinary Medical Association shall be used: the intravenous injection
15 of an approved drug, intra-cardiac or the intra-peritoneal method provided such intra-peritoneal
16 method shall be used as a last resort or deemed by AFV to be more humane than the standard
17 intravenous injection. However, the ultimate decision shall be determined by a veterinarian
18 employed or contracted by AFV, consistent with approved standards of the American Veterinary
19 Medical Association. Euthanasia training in accordance with Section 2039 of the California Code
20 of Regulations, Title 16, Division 20, Article 4, shall be provided to all Shelter staff performing this
21 function. Documentation that appropriate Shelter staff has been trained in this regard shall be made
22 available upon written request by SCFA Program Administrator/Assistant Program Administrator.
23 Records shall be kept for a period of not less than three (3) years on each euthanized animal as
24 required by State law. Monthly euthanasia summary reports shall be submitted to the SCFA by
25 AFV.

1 (p) Vaccination Clinics. AFV shall conduct a vaccination clinic on (1) day a week
2 between the hours of 10:00 a.m. and 1:00 p.m. at the clinic located at 29001 Bastron Ave., Lake
3 Elsinore, CA 92530.

4 (q) Drug Enforcement Agency (DEA). Additionally, AFV shall comply with all Drug
5 Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and
6 disposal of all controlled substances.

7 (r) Feeding Protocols. All animals should be fed in amounts appropriate to meet their
8 nutritional needs.

9 (s) Vaccination of Incoming Animals. All dogs and cats, except those animals visibly
10 ill, under quarantine, whose guardians have been contacted and on their way to the Shelter, and/or
11 that have recently been impounded at the Shelter, shall be vaccinated as soon as possible but under
12 no circumstances to exceed twenty-four (24) hours of the time of impoundment at the Shelter
13 (excluding Sundays and Holidays).

14 (t) Staffing and Volunteers. AFV shall recruit and supervise all necessary personnel for
15 the office, kennel, veterinary and other areas of the Shelter, including all vaccination clinics operated
16 on behalf of SCFA. Staffing shall include any and all full or part-time personnel and shall include
17 the recruitment, supervision and assignment of volunteers in suitable shelter-related activities.
18 Personnel employed at the Shelter in the performance of shelter related activities shall be designated
19 as AFV employees and any and all volunteers engaged in Shelter activities shall participate in
20 activities designated by AFV and shall be under the auspices of AFV. Use of volunteers at the
21 Shelter shall be determined by AFV on behalf of SCFA. AFV shall establish and implement policies
22 and procedures for volunteers consistent with the provisions of this Contract. The plan shall include
23 staffing requirements using volunteers, training for volunteers, and supervision of volunteers,
24 methods to recruit future volunteers, measurable goals and objectives of the volunteer program and
25 how the SCFA may assist AFV with volunteer recruitment.

26 (u) Holding Periods. AFV shall comply with all holding periods as set forth by the
27 applicable law as amended from time to time by the California legislature. AFV shall have the sole
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1 discretion, as may be required by law, to extend holding periods subject to its annual budget
2 approved by SCFA. The Parties mutually agree that longer periods are necessary to effectuate the
3 high live release rate desired by SCFA and AFV.

4 (v) Missing Animals. AFV shall notify police immediately of any animal found to be
5 missing from the Shelter that had previously been impounded and/or in protective custody. AFV
6 shall notify the SCFA within three (3) business days of any animal found to be missing from the
7 Shelter that had previously been impounded and/or in protective custody.

8 (w) Hours of Operation. AFV shall maintain hours of operation which are necessary to
9 comply with Food and Agriculture Code section 31108 or other applicable law and subject to change
10 from time to time pursuant to a resolution by SCFA. All agreements and resolutions which affect
11 the hours of operations shall be memorialized in writing and mutually signed by all Parties.

12 Notwithstanding the above, the shelter shall be closed on the following holidays:
13 New Year's Day (January 1), Easter Sunday, Memorial Day (last Monday of May),
14 Fathers' Day, Independence Day (July 4), Labor Day (first Monday of September),
15 Thanksgiving Day (fourth Thursday of November), Christmas Eve (December 24,
16 close at 12 p.m.) and Christmas Day (December 25). In the event that a holiday falls
17 on a Sunday then it will be observed on the subsequent Monday. SCFA shall review
18 the Shelter's hours of operation on an annual basis to determine whether or not
19 adjustments need to be made based on budgetary considerations as set forth in
20 Section 17 of this Contract.

21 (x) Communications. "Communications" as used herein shall mean any and all positive
22 and negative communications from any source, whether or not signed, received by SCFA regarding
23 AFV's performance of sheltering/operating services under this Contract.
24 Records/documents/information deemed as exceptions to the Public Records Act pursuant to
25 *Government Code* section 6254 and/or privileged pursuant to *Evidence Code* sections 1040 and
26 1041 are not "Communications." All Communications are to be given to AFV within three (3)
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1 business days without redaction. SCFA shall not discuss or publish negative Communications other
2 than as provided for in this Contract.

3 Dispute resolution: The parties shall attempt to resolve any disputes amicably at a
4 working level. If that is not successful, the dispute shall be referred to the SCFA Program
5 Administrator and AFV's senior management. Any dispute relating to the Contract, which is not
6 resolved by the parties, shall then be referred to the EMC and AFV's Board of Directors for
7 resolution. Prior to filing any legal action related to this Contract, the parties shall be obligated to
8 attend a mediation session before a neutral third party mediator. The parties shall share the cost of
9 the mediation.

10 (y) Emergencies. Any SCFA requests involving a fire, flood, storm, tidal wave,
11 earthquake, act of terrorism, epidemic, or other similar public calamity (collectively, "Imminent
12 Dangers") that threatens the safety of the shelter itself shall be forwarded by telephone and/or
13 electronic mail directly to AFV's Director or AFV designee. All calls involving Imminent Danger
14 scenarios shall be responded to by AFV as soon as reasonably possible, subject to considerations
15 involving the time of day, traffic conditions, or other uncontrollable circumstances. AFV shall
16 notify the SCFA of all calls involving Imminent Danger to the shelter within a reasonable amount
17 of time.

18 (z) Disease Control and Sanitation. AFV shall maintain the Shelter in a clean and
19 sanitary condition in order to control the growth or presence of bacteria, disease and unpleasant
20 odors. AFV's policies and procedures for disease control and sanitation shall be based on standards
21 and/or guidelines commonly employed in public animal shelter operations. AFV's policies and
22 procedures in this area may include beneficial standards and/or guidelines derived from reputable
23 animal care organizations.

24 (aa) Provision of Personnel and Supplies. AFV shall provide personnel, supplies,
25 materials, medication, pharmaceuticals, and equipment not otherwise supplied, including forms,
26 reports and animal identification tags to perform all aspects of the shelter services program.
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1 (bb) SCFA Access. AFV shall provide access to the authorized representatives of the
2 SCFA to the entire Shelter during normal business hours, and at such other times upon reasonable
3 notice with a twenty four (24) hour notice as agreed upon.

4 (cc) Fowl Care. AFV shall provide food, care and shelter to fowl, either at the Shelter or
5 at another location when such animals cannot be cared for at the Shelter. The holding period of
6 such animals, if any, shall be for a period of time as required by State law. Animals may be held
7 for longer than the required holding period where: 1) an administrative, civil or criminal case or
8 proceedings necessitates an extended holding period for the animal in question; or 2) AFV at its
9 own discretion decides to extend the holding period of an animal kept at the Shelter. Costs of
10 housing any fowl, regardless of shelter location, shall be charged to the guardian of the animal, if
11 known. If the animal's guardian wishes to redeem the animal, the guardian shall first pay all
12 applicable fees and charges incurred either at the Shelter or at another location when such animals
13 cannot be cared for at the Shelter. All fees, charges and other revenues collected shall be deposited
14 by AFV in an AFV bank account as designated by AFV no later than three (3) days after collection.
15 AFV shall be responsible for clearance and payment of all checks or other non-cash remittances so
16 deposited into AFV's account. Should the animal(s) not be redeemed by the guardian or if the
17 identity of the guardian is unknown, AFV shall seek reimbursement from the appropriate SCFA
18 member agency for all expenses related to caring for fowl on behalf of the SCFA member agency.
19 AFV shall notify SCFA in writing where said expenses reach the amount of \$2,500 or greater per
20 incident. Such expenses shall not exceed the amount of \$5,000 per incident unless authorized in
21 writing by the SCFA. AFV shall provide SCFA a monthly accounting of all deposits for each
22 calendar month in such detail as reasonably required by the SCFA by no later than the last day of
23 the following month.

24 (dd) Customer Satisfaction. Customer satisfaction is a critical measure of effective
25 service provision. Each month, AFV shall provide the SCFA with a customer satisfaction report,
26 including the customer satisfaction surveys.

1 (ee) Animal Disposal. AFV shall prohibit any animal whether dead or alive, which has
2 been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded,
3 sold or in any manner given over to another person, organization or entity for experimentation,
4 regardless of purpose. AFV shall be responsible for the disposal of animal remains in its custody
5 or control, subject to applicable State laws.

6 (ff) Level of Service Provided. AFV shall provide shelter services as defined in this
7 Contract at the level of service specified by the SCFA. AFV's policies and procedures for shelter
8 services shall be based on standards and/or guidelines commonly employed in public animal shelter
9 operations. AFV's policies and procedures in this area may include beneficial standards and/or
10 guidelines derived from reputable animal care organizations.

11 (gg) Materials and Information. AFV shall offer complementary educational material and
12 animal care information programs, including the benefits of spay/neutering and humane animal care,
13 to the public at the Shelter and at other locations designated by SCFA. AFV shall include on its
14 current website photographs of all found animals posted within twenty four (24) hours of arrival to
15 the Shelter, excluding Sundays and legal holidays.

16 (hh) Kennel Area Supervision. Areas of the Shelter where animals are cared for and in
17 custody shall be under the supervision of a Supervising Animal Care Attendant or other supervisory
18 employee designated by AFV. Cages, pens and other areas of animal confinement shall have
19 appropriate locking devices to provide for animal security and safety of the public, visitors, staff
20 and volunteers.

21 (ii) Shelter Equipment. SCFA acknowledges that AFV has provided and owns all
22 equipment used to operate the Shelter, including installed cages and other items that might otherwise
23 be fixtures. In the event that AFV is no longer retained as the operator of the Shelter, AFV may
24 remove all such equipment and supplies when they vacate the Shelter premises. As an alternative
25 to such removal, AFV may negotiate with SCFA for the sale of any of said equipment and supplies
26 to SCFA based on their depreciated value.
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1 (jj) Changes to Policies and Procedures: AFV shall report any changes made to policies
2 and procedures which effect SCFA funding, delivery of shelter services, or the SCFA budget thirty
3 (30) days before the effective date of such changes to SCFA. AFV shall provide the proposed
4 changes to SCFA in writing. AFV shall provide excerpts of its Policies and Procedures which effect
5 SCFA funding, deliver of shelter services or the SCFA budget to SCFA within three (3) months of
6 the execution date.

7 9. Contract Review Committee.

8 (a) A Contract Review Committee ("CRC") shall be formed which shall include the
9 Program Administrator or designee and individuals from at least two (2) of SCFA member agencies
10 and up to an equal number of individuals designated by AFV.

11 (b) The CRC shall meet quarterly or as needed to discuss the Shelter operations and
12 services and performance of this Contract.

13 (c) The CRC shall be responsible for resolving contractual disputes that may arise
14 between SCFA and AFV and to ensure performance of this Contract.

15 (d) The CRC may recommend and order annual performance reviews by an independent
16 third party agreed upon by AFV to perform a review of AFV's services and operation of the Shelter.
17 All reviews will be scheduled with reasonable written notice to AFV's Director.

18 (e) The CRC shall review all drafts of AFV performance reviews within three (3) months
19 of preparation to ensure AFV's performance of this Contract and/or to determine any improvements
20 to be made or that have already been made by AFV prior to preparation of a final performance
21 review being submitted to the EMC and SCFA Board of Directors.

22 (f) AFV shall be provided a complete written copy of every draft of each performance
23 review of AFV within three (3) business days of its preparation or receipt by the SCFA, any of its
24 member agencies. AFV shall be provided a complete written copy of each final performance review
25 no less than five (5) business days before it is submitted to or released to others, including members
26 of the public and the press. AFV shall have the right to provide comments and explanations in
27 response to any performance review drafts and finals. Those comments and explanations shall
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1 become a part of the performance review record and shall be included with any performance review
2 submitted to the EMC and the SCFA Board of Directors. AFV agrees not to publicly release any
3 draft performance reviews without obtaining prior written approval from SCFA.

4 (g) SCFA shall notify AFV in writing of any material failure to perform under the terms
5 of this Contract and shall request AFV to correct such deficiencies within ten (10) calendar days or
6 such longer period as the SCFA deems reasonable under the circumstances. A "material failure"
7 shall be defined as the inability or unwillingness to perform all or any portion of this Contract. If
8 AFV fails to correct such failures to perform within said ten (10) calendar days, or such longer
9 period as may have been granted by SCFA, AFV shall respond in writing explaining the nature of
10 the problem and how it will be addressed. If the matter is not resolved to the satisfaction of the
11 SCFA within thirty (30) calendar days or such longer period as granted to AFV, AFV and SCFA
12 shall meet within ten (10) calendar days or as soon as reasonably possible to resolve the matter. If
13 the matter is still not resolved, AFV and SCFA shall refer it for consideration by the CRC as
14 provided in Section 9(c) herein.

15 (h) The CRC's recommendations shall be made jointly to the EMC and AFV's Board of
16 Directors for consideration of implementation or feasibility to resolve disputed matters before they
17 escalate to the point of either party desiring a termination of the Contract.

18 10. Monthly and Year-to-Date Reports. AFV shall furnish the SCFA with monthly and year-to-
19 date reports and invoices detailing shelter performance and financial activities by the last day of the
20 following month. The reports shall be sent to the attention of the SCFA. These monthly reports shall
21 provide the following information:

22 (a) Financial reports, including a status report of all appropriations and expenditures by
23 line item, any emergency expenditures by line item, any emergency expenditures, appropriation
24 changes (increases or decreases or new/supplemental appropriations after original budget was
25 approved) and remaining unspent balances including encumbered amounts by purpose.

26 (b) The number of dogs adopted, euthanized, returned to guardian and dead on arrival at
27 the Shelter. The number of dogs adopted shall be further categorized by whether the dog was
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1 adopted by an individual or by Qualified Rescue Groups (“Qualified Rescue Groups” shall mean
2 and refer to applicable provisions contained in the California Food and Agricultural Code). Dog
3 categories shall include stray and guardian dogs impounded as well as those surrendered at the
4 Shelter.

5 (c) The number of cats adopted, euthanized, returned to guardian, and dead on arrival at
6 Shelter. These statistics shall state the number of stray, feral, and identifiable cats impounded and
7 surrendered.

8 (d) Number of animals adopted by species.

9 (e) Number of wild and/or miscellaneous animals impounded.

10 (f) Number of animals by species requiring quarantine.

11 (g) A summary of the status of appropriations, expenditures and revenues of the shelter
12 program.

13 (h) Other reports that are reasonably requested by SCFA.

14 11. Shelter Operations. The Shelter shall be open to the public on the specific days and times
15 as agreed to between the SCFA and AFV and as set forth in Section 8(w) of this Contract. AFV also agrees
16 to perform the following services:

17 (a) All animals impounded and/or in quarantine that are sick/injured shall receive
18 appropriate medical care by or under the supervision of a veterinary medical doctor as provided by
19 law.

20 (b) Forward monthly activity reports as defined in Section 10 of this Contract to SCFA
21 by the last day of the following month.

22 (c) AFV’s Director shall be available to provide quarterly updates to the EMC as
23 requested in accordance with the following schedule:
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<u>Reporting Period</u>	<u>Report Due</u>
July - September	October
October - December	January
January – March	April
April – July	August

12. Maintenance.

(a) In addition to AFV's obligations as provided in Section 8(y) herein, AFV shall maintain the Shelter in good, operating condition to include, but not limited to:

(1) Building interior space areas (restrooms, lobby, corridors, carpet, flooring, employee break rooms/kitchens, office areas, doors, windows, closets, file rooms, copying and storage areas, ceiling).

(2) Building systems (refuse, telephone, internet, lighting, security and fire).

(3) Building equipment (computer hardware and software, tables, desks, chairs, file cabinets, book shelves, office furniture, furnishings, printers, copying machines, fax machines, paper shredder, refrigerators, and microwave ovens).

(4) Building exterior areas (landscaping and, where applicable, carpet and flooring).

(b) SCFA shall maintain certain aspects of the Shelter as follows:

(1) Building systems (electrical, gas, water, sewer and HV/AC).

(2) Building equipment (window coverings and freezer units).

(3) Building exterior areas (parking lot, exterior lighting and signage, foundation, walls, doors, windows and roofing).

(c) AFV shall maintain the Shelter and make repairs as needed as provided in Section 12(a). AFV shall provide a report of repairs to SCFA within three months of the repair. AFV shall prepare a maintenance plan and present said plan to the SCFA within three (3) months of the execution of this Contract.

1 (d) AFV shall comply with all applicable provisions of the California Labor Code and
2 shall pass down all applicable provisions of said Code to all contractors and subcontractors
3 contracted for Shelter maintenance services.

4 (e) AFV shall obtain advance written approval from SCFA prior to entering into any
5 contract for maintenance services with respect to Shelter maintenance to be performed by a third-
6 party when cost of such services exceeds \$2,500.00 per service call and is not covered by an existing
7 contract. AFV shall provide a copy of the proposed maintenance services contract to SCFA for its
8 review prior to any approval decision being made by SCFA.

9 13. Shelter Administration. AFV shall perform administrative services to include, but not
10 limited to, tracking all animals impounded, billings, budget monitoring, financial reporting, annual audit,
11 computerized financial system.

12 14. Shelter Director. The Executive Director of AFV shall serve as the Shelter Director for
13 SCFA with all the powers, duties and obligations of Shelter Director as set forth in local ordinances
14 pertaining to jurisdictions within the SCFA and authorizes the Shelter Director or designees of the Shelter
15 Director to operate and manage Shelter activities on behalf of SCFA.

16 15. Powers of Shelter Director and Designees. This Contract does not limit the powers conferred
17 or the duties imposed upon the Shelter Director or designees of the Shelter Director by the ordinances of
18 the members of SCFA. The powers conferred and duties imposed upon the Shelter Director and the
19 designees of the Shelter Director by their appointment as Animal Control Officers by County or by City or
20 by State law are in addition to their powers and duties as Shelter Director and Animal Control
21 Officers/Humane Officers for SCFA.

22 16. Records. AFV shall maintain and keep records of all expenditures and obligations incurred
23 pursuant to this Contract and all income and fees received thereby according to generally recognized
24 accounting principles. Such records shall be maintained by AFV for a minimum of three (3) years. The
25 records and/or Shelter operations of AFV shall be open to inspection and audit by SCFA or its authorized
26 representative on an annual basis or as is deemed necessary by SCFA upon reasonable notice to AFV and
27 subject to Section 8(f) of this Contract.

1 AFV shall provide SCFA monthly financial statements by the last day of the following
2 month, as well as a copy of a full annual financial statement for Shelter activities immediately upon
3 completion thereof, but in no case later than six (6) months following the fiscal year. The monthly and
4 annual financial statements shall contain a status report of all appropriations and expenditures by line item,
5 any emergency expenditure, appropriation changes (increases or decreases or new/supplemental
6 appropriations after original budget was approved) and remaining unspent balances including encumbered
7 amounts by purpose. AFV shall also indicate in the annual financial statement how appropriations and
8 expenditures were allocated to SCFA.

9 17. Compensation. SCFA, the County, and AFV agree that the costs for services provided under
10 this Contract for Shelter Services shall be based on the budgeted amount of the actual program costs and
11 expenses, subject to approval by SCFA's Board of Directors. Special or unanticipated costs shall be billed
12 at the actual cost to provide such services to SCFA. AFV shall, at request of SCFA, furnish reports on the
13 number of animals processed through the Shelter on behalf of the SCFA.

14 It is further understood by both AFV and SCFA that the budgeted and appropriated amount
15 for Shelter operations shall not be increased during the fiscal year unless mutually agreed upon in writing.
16 "Fiscal Year" as used herein, shall mean from July 1st of one year through June 30th of the following year.
17 Therefore, if line item costs are higher than anticipated, the total budgeted amount shall govern and services
18 may be reduced or eliminated or line item adjustments made after mutual consultation between AFV and
19 SCFA. AFV, at its discretion, may make adjustments between line items provided such change(s) do not
20 change the total budgeted amount. SCFA and AFV agree that if any portion of the budgeted amount of any
21 fiscal year, or portion thereof, is unspent, the unspent amount shall be returned to SCFA no later than
22 December 31st of the following fiscal year. If mutually agreed upon by SCFA and AFV, the unspent amount
23 may instead be credited toward the next fiscal year's budget.

24 Commencing within one month following execution of this Contract, SCFA shall remit to
25 AFV by the 25th day of each January, April, July and October one-fourth (1/4) of the operation of the
26 Shelter as budgeted for that fiscal year.

1 18. Shelter Budget. Each January 15th, AFV shall provide an annual Animal Count Report to
2 the SCFA that reports (i) the total number of animals impounded for the previous calendar year and (ii) the
3 total number of animals impounded by each SCFA member agency for the previous calendar year. SCFA
4 shall use this report to allocate the next year's Shelter operating budget among SCFA member agencies.
5 Each January 15th, AFV shall submit an annual operating budget for the following fiscal year to SCFA for
6 their approval.

7 19. Spay/Neuter Deposits. Spay/neuter deposits shall be kept in a segregated account by AFV
8 pursuant to State law and spent for purposes authorized by law within the service area of this Contract.
9 State law (Food and Agriculture Code Section 31751.3(d)) requires any deposit not claimed under this
10 subdivision may be used only for the following purposes:

- 11 (a) A public education program to prevent overpopulation of cats and dogs.
- 12 (b) A program to spay or neuter cats and dogs.
- 13 (c) A follow-up program to assure that animals adopted from the Shelter are spayed or
14 neutered.
- 15 (d) Spay/neuter voucher program.

16 20. Fees, Charges, Costs and Other Revenues Credited to the SCFA. SCFA and AFV agree to
17 the following provisions:

- 18 (a) Redemption of Animals. When an animal guardian comes to the Shelter to obtain
19 the return of his/her animal and upon presentation of sufficient proof of guardianship, the animal
20 guardian shall pay any and all fees and charges due upon redemption all fees, charges and other
21 revenues collected shall be deposited by AFV into an AFV bank account as designated by AFV, no
22 later than three (3) days after collection. AFV shall be responsible for clearance and payment of all
23 checks or other non-cash remittances so deposited into AFV's account. AFV shall provide the SCFA
24 a monthly accounting of all such deposits for each calendar month in such detail as reasonably
25 required by SCFA no later than the last day of the following month. Deposit balances shall be
26 reconciled at the end of each fiscal year ending on June 30 with appropriate adjustments being made
27 on behalf of SCFA or its member agencies.

1 (b) Adoption. If the person adopting an animal resides within the geographical
2 boundaries of the SCFA, all fees, charges and other revenues collected and/or due shall, upon
3 payment, be deposited by AFV into an AFV bank account as designated by AFV no later than three
4 (3) days after collection. AFV shall be responsible for clearance and payment of all checks or other
5 non-cash remittances so deposited into AFV's account. AFV shall provide SCFA a monthly
6 accounting of all such deposits for each calendar month in such detail as reasonably required by the
7 SCFA by no later than the last day of the following month. Deposit balances shall be reconciled at
8 the end of each fiscal year ending on June 30 with appropriate adjustments being made on behalf of
9 SCFA or its member agencies.

10 (c) Non-City or County Adoption. Persons redeeming an animal at the Shelter or
11 adopting an animal at the Shelter, who does not reside within the geographical boundaries of the
12 SCFA, shall pay any and all fees, charges and other revenues due to AFV. AFV shall provide SCFA
13 a monthly accounting of all such deposits for each calendar month in such detail as reasonably
14 required by SCFA by no later than the last day of the following month. Deposit balances shall be
15 reconciled at the end of each fiscal year ending on June 30 with appropriate adjustments being made
16 on behalf of SCFA or its member agencies.

17 (d) Veterinary Care. Costs of veterinary care at the Shelter or at a contract facility shall
18 be charged first to the animal guardian and then only to SCFA if animal guardianship is unknown,
19 the animal guardian is indigent or SCFA is required by law or judicial order to provide shelter and
20 care. Costs of veterinary care are a budgeted line item in the shelter budget and costs shall be
21 encumbered against that budget line.

22 (e) Amount of Fees. SCFA shall give AFV advanced written notice of any and all fees
23 and charges to be collected on their behalf by AFV for impound, board or adoption of animals,
24 which fees shall equal the amount set by the respective SCFA member agencies' City Councils or
25 the County Board of Supervisors unless such fees and charges are incurred through overnight
26 holdings at the clinic as provided for elsewhere herein.

1 21. SCFA Review. The Shelter shall be under the day-to-day management of AFV, but Shelter
2 operations pertaining to services provided to animals from SCFA member agencies shall be subject to
3 review and comment by the SCFA.

4 SCFA may request meetings with AFV, including the Shelter Director, as needed to:

5 (a) Recommend policies and procedures pertaining to overall Shelter operations.

6 (b) Provide a review of the financial operations of the Shelter, review the budget,
7 recommend cost control and revenue enhancement measures, and identify financial issues to be
8 addressed.

9 (c) Review shelter operations, as well as the findings and recommendations of all reports
10 provided to the SCFA.

11 (d) Request and receive data and reports from staff as necessary.

12 22. Service Standards and Performance Indicators. It is the intent of the shelter services program
13 to implement the program philosophy defined in this Contract; and in furtherance of this philosophy, SCFA
14 and AFV shall jointly participate in developing mutually acceptable performance standards.

15 23. Retail Services. The Shelter may house a retail sales area to be operated by AFV that may
16 sell animal food, pet supplies and materials and other items useful to pet guardians. Revenues received
17 from this source shall be kept by AFV in a segregated account established by AFV to restock the retail store
18 but may be used for other shelter-related purposes as mutually agreed upon by SCFA and AFV. Any profits
19 realized from the retail services may, at AFV's discretion, be applied to (i) the operational/maintenance cost
20 of the Shelter, (ii) a public education program, or (iii) a low-cost spay/neuter program.

21 24. Field Services. AFV shall provide equal access to the Shelter to County field services
22 personnel, AFV field services personnel, or any other field service provider contracted by a SCFA member
23 agency to provide such services.

24 25. Prohibition On Collateral Shelter Services. AFV shall not provide sheltering services within
25 the jurisdictional boundaries of SCFA out of any other shelter facility that it operates in addition to the
26 Shelter unless otherwise agreed to in writing by the Parties.

1 26. Out-Of-Area Animals. AFV shall not accept into the Shelter any animals that originate from
2 outside the jurisdictional boundaries of SCFA except that up to 6% of the Shelter's capacity can be used
3 for such purpose, provided that written permission is first obtained from SCFA's Program Administrator.
4 All costs associated with the care, housing and treatment of such animals shall be entirely borne by AFV.

5 27. Prohibition on Comingling of SCFA and Non-SCFA Activities. AFV agrees that any
6 contracts that it may have now or in the future with other local governmental agencies, that do not include
7 SCFA or its member agencies, shall be treated separately and apart from this Contract to operate the Shelter.
8 In the event that AFV, through its contractual relationships with other local governmental agencies, desires
9 to provide any non-SCFA related activities or services at the Shelter, it shall first seek and obtain the written
10 consent of SCFA with regard to such proposed activities or services. "Activities or Services" is defined to
11 include, but is not limited to, the following: sheltering of animals (except as provided in Section 26),
12 administrative staff overhead associated with contract administration of AFV's contracts with non-SCFA
13 local governmental agencies, telephone calls and all other electronic means of communication, dispatch
14 services, refueling, maintenance and parking of vehicles, storage, field services, licensing, administrative
15 hearings, vaccinations or veterinary services performed for non-SCFA members

16 28. Fundraising/Marketing Activities. AFV may conduct appropriate fund raising activities on
17 Shelter property with prior written notification to and written approval by the Program Administrator of
18 SCFA. Program Administrator shall respond to AFV's request within ten (10) business days. Said activities
19 shall not interfere with public access or operations of the Shelter.

20 (a) It is the intent of SCFA and AFV to cooperate and jointly participate in establishing
21 programs for public education, marketing, spay and neutering and exploring no-kill shelter options.

22 29. Use of Classroom. Use of the classroom space provided at the Shelter by members of the
23 public shall be subject to the plan developed by AFV on behalf of SCFA. AFV shall follow established
24 policies and procedures for classroom usage consistent with the provisions of this Contract.

25 30. Indemnification. AFV shall defend, indemnify and save harmless SCFA and the County,
26 their officers, agents, representatives, authorized volunteers and employees, from any and all claims,
27 demands and liability for damages for personal injury (including but not limited to death) or property
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1 damage suffered by reason of any act or omissions of AFV or AFV's employees, agents or contractors, or
2 by reason of any dangerous or defective condition caused or permitted by AFV or by AFV's employees,
3 agents or contractors, which may arise out of or be connected with the performance or failure to perform
4 by AFV of its duties and obligations pursuant to this Contract, excepting such matters as may arise from
5 the sole negligence or willful misconduct of SCFA or its officers and employees.

6 Any payment, attorney fee, cost or expense SCFA incurs or makes to or on behalf of any
7 injured employee under its self-administered workers' compensation program which arises out of or is the
8 result of any such act or omission of AFV, its employees, agents, contractors or subcontractors done or
9 made in the performance of its duties and obligations hereunder, is included as a loss, expense or cost for
10 the purposes of this paragraph.

11 SCFA shall defend, indemnify and save harmless AFV and the County, their officers, agents,
12 representatives, authorized volunteers and employees, from any and all claims, demands and liability for
13 damages for personal injury (including but not limited to death) or property damage suffered by reason of
14 any act or omissions of SCFA or SCFA's employees, agents or contractors (exclusive of those employees
15 and volunteers of AFV under this Contract), or by reason of any dangerous or defective condition caused
16 or permitted by SCFA or by SCFA's employees, agents or contractors (exclusive of those employees and
17 volunteers of AFV under this Contract), which may arise out of or be connected with the performance or
18 failure to perform by SCFA of its duties and obligations pursuant to this Contract, excepting such matters
19 as may arise from the sole negligence or willful misconduct of AFV or its officers and employees.

20 Any payment, attorney fee, cost or expense AFV incurs or makes to or on behalf of any
21 injured employee under its self-administered workers' compensation program which arises out of or is the
22 result of any such act or omission of SCFA, its employees, agents, contractors or subcontractors (exclusive
23 of those employees and volunteers of AFV under this Contract) done or made in the performance of its
24 duties and obligations hereunder, is included as a loss, expense or cost for the purposes of this paragraph.

25 The provisions of this Section 30 shall survive the expiration or early termination of this
26 Contract.

1 31. Insurance. AFV shall secure public liability and property damage insurance or maintain
2 self-insurance reserves as shall protect it from claims for damages for personal injury, including accidental
3 death, as well as from claims for property damage which may arise from operations under this Contract.
4 Said insurance shall be maintained in full force and effect during the term of this Contract or renewals or
5 extensions thereof. Such policy of insurance or self-insurance shall be for not less than \$1,000,000 per
6 occurrence, \$2,000,000 aggregate for liability purposes. Additionally, AFV shall maintain a policy of
7 insurance or self-insurance shall be for not less than \$1,000,000 combined single limit for injuries, including
8 accidental death, to any person and property damage arising for automobile usage. Any policy of insurance
9 shall be placed with a company authorized to do business in the State of California. Copies of all policies
10 or certificates of insurance or self-insurance shall be filed with SCFA and shall include SCFA as an
11 additional insured. Said policies or certificates shall provide for thirty (30) days' written notice to SCFA
12 prior to reduction in coverage or cancellation.

13 The amounts of such insurance shall not be deemed a limitation of AFV's agreement to save
14 and hold SCFA harmless and if SCFA becomes liable for an amount in excess of the insurance, AFV will
15 save and hold SCFA harmless from the whole thereof.

16 SCFA reserves the right to request AFV to increase the amounts of insurance coverage
17 described hereinabove, and to require any additional riders and provisions in said policies or certificates as
18 shall be considered necessary by the Risk Manager or Cities Attorney's, consistent with the terms and
19 conditions of this Contract. SCFA shall give notice of such request no later than January 15 of any year,
20 and AFV shall comply with said increase or other change as of July 1 of the next fiscal year. Nothing herein
21 prohibits AFV from including the additional costs, if any, necessitated by SCFA's request in the estimated
22 budget to be submitted by January 15th following the notice from SCFA.

23 32. Workers' Compensation. AFV shall provide insurance or be self-insured as required by
24 California law to protect said AFV from claims under the Workers' Compensation Act. Upon execution of
25 this Contract, AFV shall file with SCFA either a certificate of insurance showing that such insurance is in
26 effect or that AFV is self-insured for such coverage. Any certificate of insurance shall state that SCFA will
27 be given ten (10) days prior written notice before modification or cancellation thereof.

1 33. Independent Contractor. AFV and the officers, employees and agents of AFV, in the
2 performance of this Contract, shall act in an independent capacity and not as officers or employees of SCFA,
3 the County, or its member agencies. AFV acknowledges and agrees that SCFA has no obligation to pay or
4 withhold state or federal taxes or to provide workers' compensation or unemployment insurance. AFV as
5 an independent contractor shall be responsible for any and all taxes that apply to AFV as an employer.

6 34. No Third Party Beneficiary. This Contract among SCFA, the County, and AFV is intended
7 for the mutual benefit of the three signing parties only. No rights are created under this Contract in favor
8 of any third party or any party who is not a direct signatory to this Contract.

9 35. Nondiscrimination. During the performance of this Contract, AFV shall not discriminate on
10 the grounds of ethnic group identification, race, religious creed, color, national origin, ancestry, age,
11 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender
12 identity, gender expression, sexual orientation or military and veteran status in the selection and retention
13 of employees and subcontractors and the procurement of materials and equipment; and, to the extent it shall
14 be found applicable hereto, shall comply with the provisions of the California Fair Employment and
15 Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (Pub. L. 88-452), and the
16 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

17 36. Tax-Exempt Status of Bonds. The SCFA and AFV agree to the following provisions:

18 (a) It is the intention of SCFA and AFV that interest on the Bonds shall be and remain
19 excludable from gross income for federal income tax purposes, and to that end the covenants and
20 agreements of SCFA and AFV in this Section are for the benefit of the Trustee on behalf of and for
21 each and every holder of the Bonds. AFV covenants and agrees that it will take or cause to be taken
22 all such actions as are necessary within its power to be taken so that interest on the Bonds shall be
23 and remain excludable from gross income for federal income tax purposes, and more specifically
24 agrees as hereinafter provided.

25 (b) AFV covenants and agrees that it will maintain its status as an organization described
26 in section 501(c)(3) of the Internal Revenue Code, and its exemption from federal income taxation
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1 under section 501(a) of the Code; and SCFA covenants and agrees that it will take no action that
2 will interfere with AFV's tax-exempt status.

3 (c) AFV covenants that all property acquired and constructed with the proceeds of the
4 Bonds will be operated by AFV, in furtherance of its Internal Revenue Code 501(c)(3) exempt
5 purposes or by a governmental unit.

6 (d) AFV covenants that no portion of the Shelter will be used to provide any airplane,
7 skybox or other private luxury box, health club facility, any facility primarily used for gambling or
8 store the principal business of which is the sale of alcoholic beverages for consumption off premises,
9 all within the meaning of section 147(e) of the Internal Revenue Code.

10 (e) AFV covenants that no part in excess of five percent (5%) of the portion of the
11 Shelter shall be used for (i) activities constituting an unrelated trade or business, determined by
12 applying section 513(a) of the Internal Revenue Code, or (ii) activities constituting any trade or
13 business of an entity other than an organization described in Internal Revenue 501(c)(3) or a
14 governmental unit, if such use adversely affects the exclusion from gross income for federal income
15 tax purposes of interest payable with respect to the Bonds.

16 (f) AFV covenants to comply with the provisions of section 145(b) of the Code so as to
17 assure that the aggregate amount of tax-exempt bonds allocated to AFV does not exceed the limits
18 specified in that section.

19 (g) AFV further agrees that it shall not discriminate on the basis of race, creed, color,
20 sex or national origin in the lease, use or occupancy of the Shelter or in connection with the
21 employment or application for employment of persons for the operation and management of the
22 Shelter.

23 (h) AFV further warrants and covenants that it has not executed and will not execute any
24 other agreement, or any amendment or supplement to any other agreement, with provisions
25 contradictory to, or in opposition to, the provisions hereof, of the Indenture and of the Lease
26 Agreement, and that in any event, the requirements of this Contract, the Lease Agreement and the
27 Indenture are paramount and controlling as to the rights and obligations herein set forth and
28

1 supersede any other requirements in conflict herewith and therewith.

2 (i) So long as the bonds are outstanding, except as otherwise permitted by this Contract,
3 the Shelter shall be used by AFV only for the purposes of performing services relating to its status
4 as an organization described in Section 501(c)(3) of the code and consistent with the permissible
5 scope of AFV's authority and will not be used in any unrelated trade or business of AFV or in the
6 trade or business of any person or entity other than AFV.

7 (j) AFV occupies the Shelter and intends to operate the Shelter or cause the Shelter to
8 be operated as a "project" within the meaning of the Act, until the date on which all of the Bonds
9 have been fully paid.

10 (k) AFV shall not take any action which would cause the interest on the Bonds to become
11 includable in gross income of the recipient for federal income tax purposes under the Code
12 (including without limitation, intentional acts under Treas. Reg. Section 1.148-2(c) or deliberate
13 action within the meaning of Treas. Reg. Section 1.141-2(d)), and AFV shall take and will cause its
14 officers, employees and agents to take all affirmative actions legally within its power necessary to
15 ensure that the interest payable on the Bonds does not become includable in gross income of the
16 recipient for federal income tax purposes under the Code.

17 (l) AFV shall aid and assist SCFA in connection with preparing and submitting to the
18 Internal Revenue Service a Form 8038 (or other applicable information reporting statement) at the
19 time and in the form required by the Code.

20 (m) The Shelter is a property of the character subject to the allowance for depreciation
21 under Section 167 of the Code.

22 37. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose
23 of enforcing a right or rights provided for by this Contract shall be tried in a court of competent jurisdiction
24 in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing
25 for a change of venue in such proceedings to any other county. In the event either party hereto shall bring
26 suit to enforce any term of this Contract to recover any damages for and on account of the breach of any
27 term or condition of this Contract, it is mutually agreed that the parties shall bear their own costs.

1 38. Assignment. It is mutually understood and agreed that this Contract shall be binding upon
2 AFV and its successors. Neither this Contract nor any part thereof nor any moneys due or to become due
3 hereunder may be assigned by AFV without the prior written consent and approval of SCFA and the County.
4 SCFA and AFV hereby agree to the full performance of the covenants contained herein.

5 39. Notices. All notices, requests, consents, approvals or other communications between the
6 parties in connection with this Contract shall be deemed given if addressed to the recipient party at its last
7 known address and, with postage prepaid, deposited in the United States mail. The current addresses and
8 phone numbers of the parties are as follows:

9 ///

10 SCFA

11 SCFA
12 Program Administrator
13 4080 Lemon Street, 4th Floor
14 Riverside, CA 90501
15 (951) 955-1100

10 AFV

11 Animal Friends of the Valleys
12 Director
13 33751 Mission Trail
14 Wildomar, CA 92595
15 (951) 674-0618

14 COUNTY

15 County Executive Office
16 County Administrative Center
17 4080 Lemon Street, 4th Floor
18 Riverside, CA 92501
19 (951) 955-1100

14 AFV ATTORNEY

15 John V. Giardinelli & Cody Bellmeyer
16 Tyler & Bursch, LLP
17 25026 Las Brisas Road
18 Murrieta, CA 92562
19 (951) 600-2733

19 Either party, upon notice to the other, may from time to time change its mailing address. Use of e-mail
20 communication between the parties may be used in addition to, but not in replacement of, the normal
21 mailing requirements identified above.

22 40. Amendments. Any amendments, including any supplements, to this Contract shall be in
23 writing and shall have the approval of the Board of Directors of the SCFA and AFV and the Board of
24 Supervisors of the County. This is the entire Contract for shelter services and supersedes any prior written
25 or oral agreement inconsistent herewith. Any amendment shall be presented to the Executive Management
26 Committee prior to SCFA approval.

1 IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed by their authorized
2 officers on the day and year first above written.

3
4 SOUTHWEST COMMUNITIES FINANCING
AUTHORITY, a Joint Powers Authority

5
6 By: _____
Jonathan Ingram
7 Chair, Board of Directors

8 Date: _____

9 ATTEST:

10
11 By: _____
Caitlin Storm
12 Secretary of SCFA

13 COUNTY OF RIVERSIDE

14
15 By: _____
V. Manuel Perez
16 Chair, Board of Supervisors

17 Date: 6/30/2020

18
19 ATTEST:
Kecia R. Harper
20 Clerk of the Board

21 By: _____
Deputy

22
23 APPROVED AS TO FORM:
Gregory P. Priamos
24 County Counsel

25
26 By: _____
Amrit P. Dhillon
27 Deputy County Counsel

ANIMAL FRIENDS OF THE VALLEYS, a
California non-profit corporation

By: _____
Tammi Boyd
28 President, Board of Directors

Date: 6/3/2020

APPROVED AS TO FORM:

By: _____
John V. Giardinelli
AFV Attorney

1 IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed by their authorized
2 officers on the day and year first above written.

3
4 SOUTHWEST COMMUNITIES FINANCING
AUTHORITY, a Joint Powers Authority

ANIMAL FRIENDS OF THE VALLEYS, a
California non-profit corporation

5
6 By: Jonathan Ingram
Jonathan Ingram
Chair, Board of Directors

By: _____
Tammi Boyd
President, Board of Directors

7
8 Date: 6/12/2020

Date: _____

9 ATTEST:

10 By: Caitlin Storm
11 Caitlin Storm
Secretary of SCFA

12
13 COUNTY OF RIVERSIDE

14
15 By: _____
V. Manuel Perez
Chair, Board of Supervisors

16
17 Date: _____

18
19 ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:

20
21 By: _____
Deputy

By: _____
John V. Giardinelli
AFV Attorney

22
23
24 APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

25
26 By: _____
Amrit P. Dhillon
Deputy County Counsel