

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



ITEM: 3.5
(ID # 13660)

MEETING DATE:
Tuesday, November 17, 2020

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approve the Memorandum of Agreement Between the Petco Foundation and Department of Animal Services to Post Photographs of Animals in the Shelter; All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Agreement (MOA) between the Petco Foundation and the County of Riverside to post photographs of animals in the shelter;
2. Authorize the Chair of the Board of Supervisors to execute the attached MOA on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the MOA on behalf of the County.

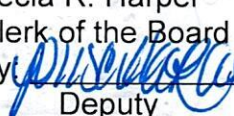
ACTION: Policy


Julie Bank, Director of Animal Services 11/2/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: November 17, 2020
xc: Animal Services

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:	FY 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Petco Foundation (Foundation) operates a website under the name Finding Rover. Pet owners can register their dog or cat on the website. If their dog or cat goes missing, the owner can alert the system of the date and time when their pet went missing. The website will scan the missing dog or cat's photograph through the innovative use of facial recognition and compare their features with the dogs or cats in the database. Foundation will alert users of animals with similar features to assist owners with finding their pet quickly. The Department of Animal Services (DAS) will send photographs of stray dogs and cats to Foundation to be posted on their website.

Impact on Residents and Businesses

This agreement will have a positive impact for residents and their pets. Foundation will post photographs of the animals at DAS and offer a new advanced method for residents who may have lost their pet to reunite with them quickly.

ATTACHMENTS:

Memorandum of Agreement Between Department of Animal Services and Petco Foundation
Exhibit A: Points of Contact List


Douglas Cordonez Jr.


11/9/2020


Gregory J. Priamos, Director County Counsel 11/2/2020

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**MEMORANDUM OF AGREEMENT
BETWEEN
PETCO FOUNDATION
AND
COUNTY OF RIVERSIDE**

I. Purpose

The purpose of this Memorandum of Agreement (the "MOA") is to create a working relationship between The Petco Foundation, a California Non-Profit Corporation, (the "FOUNDATION"), regarding its subsidiary Pets Reunited LLC, which operates a lost and found program currently operating under the name Finding Rover, Inc., a Delaware Corporation, ("Finding Rover") and County of Riverside, a political subdivision of the State of California ("COUNTY"). FOUNDATION and COUNTY are collectively known as "PARTIES", and individually as "PARTY". The further purpose of this MOA is to facilitate the transfer of information and animal photographs from COUNTY database to the FOUNDATION. The PARTIES' objective is to maximize the opportunities to reunite stray animals with their owners before, during, and after being impounded by COUNTY. This MOA shall be effective when fully executed by both parties (the "Effective Date").

The PARTIES to this MOA have determined that it is in their best interests and the communities they shall assist, specifically pet owners within the COUNTY, to share information and the responsibilities of both parties.

This MOA provides the broad framework for cooperation between the FOUNDATION and COUNTY in working to reunite lost pets with their owners. As noted below, the MOA may be further supplemented in the future from time to time, as the need arises, to address specific operational needs to carry out the primary purpose of the MOA. All such modifications will not be binding without the written consent of both PARTIES.

II. Concept of Operations

Both the FOUNDATION and COUNTY are separate and independent entities. As such, each PARTY retains its own identity, rights and responsibilities in providing services, and each PARTY is responsible for establishing its own policies, costs, and financing its' own activities.

III. Definitions

A. **Database:** COUNTY database shall be defined as any information in the COUNTY Chameleon database or subsequent database pertaining to dogs and cats that have been impounded by COUNTY or dogs and cats either licensed or linked to a pet owner.

B. **Photograph:** A photograph is any photograph saved in the COUNTY database of a dog or cat that has been impounded by COUNTY or dogs and cats either licensed or linked to a pet owner in the COUNTY database.

C. **Authorized Representative:** The list of names and titles of authorized representatives for each PARTY shall be attached hereto as "Exhibit A" and shall be updated as needed by each PARTY by means of a written notification.

IV. Methods of Cooperation

In order for the resources of the FOUNDATION and COUNTY to be coordinated and best utilized when attempting to reunite a lost pet with its owner under this MOA, both entities agree to the following principles:

A. Close cooperation shall be maintained between the FOUNDATION and COUNTY through the use of meetings, telephone conferences, email, and other means on an "as needed" basis.

B. The FOUNDATION and COUNTY will distribute this MOA internally and shall urge full cooperation among their respective staffs.

C. The FOUNDATION and COUNTY will keep each other updated with the authorized representatives to contact for assistance or response.

D. The use of the FOUNDATION and Finding Rover name and logo by COUNTY for purposes of promoting the Finding Rover program shall be permitted upon prior written approval of the FOUNDATION. The FOUNDATION and its subsidiaries use of the COUNTY name and logo or Animal Services' name and logo shall only be used with the prior written approval of the COUNTY.

E. The MOA may be further supplemented in writing, with the consent of both PARTIES, to address specific operational needs to carry out the primary purpose of the MOA and such writings shall supersede any other understandings as to the MOA.

V. Database Transfer

A. Database Selection

COUNTY shall, in conjunction with the FOUNDATION, determine the type of data necessary to the FOUNDATION to populate the Finding Rover program with the goal being the reunification to lost pets with their owners. The FOUNDATION acknowledges that the contents of COUNTY's Chameleon database, and other information in COUNTY's possession, including photos, are considered public data and such information is provided to the FOUNDATION on a non-exclusive basis. Such data and information may be released

to any other entity or person without restriction and/or notice to the FOUNDATION. With respect to any personally identifiable information ("PII") provided to the FOUNDATION from the database, COUNTY represents that COUNTY has the right to transfer such PII to the FOUNDATION and for the FOUNDATION and its subsidiaries to use such PII as needed to provide its services. With respect to any photographs provided to the FOUNDATION from the database, COUNTY represents COUNTY has the right to transfer such photographs to the FOUNDATION and its subsidiaries have the right to use such photographs as set forth herein. The COUNTY hereby grants the FOUNDATION and its subsidiaries a non-exclusive, worldwide, royalty-free license for the term of this MOA to reproduce, distribute, publicly display and publish the photographs provided to the FOUNDATION on the Finding Rover website and to support the reunification of pets with their owners.

B. Database Transfer

The transfer of data and photographs is only one directional, specifically from COUNTY to the FOUNDATION. COUNTY shall determine the frequency of the database transfers to the FOUNDATION so as to not impede the daily operation of the COUNTY database.

C. Costs of Operation

Each PARTY shall be responsible for all of its' own costs associated with operating its' organization. The FOUNDATION and the COUNTY shall not be liable for any portion of any expenses incurred by the other.

D. Relationship; Supervision and Control

Nothing in this MOA shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between the FOUNDATION and COUNTY. Nothing in this MOA shall be so construed as to provide either PARTY with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

E. Publicity

The FOUNDATION and COUNTY shall be responsible for their own publicity regarding this MOA. Joint publicity shall be permitted with the prior written approval of both PARTIES.

F. Non-Exclusive Agreement

This MOA is non-exclusive; the FOUNDATION and COUNTY reserve the right to form similar agreements with other parties.

G. Insurance

The FOUNDATION shall carry its own insurance covering its individual organization, its staff and/or any volunteers. COUNTY is a self-insured governmental entity.

H. Release of Information

The FOUNDATION recognizes and acknowledges that COUNTY is subject to and governed by The California Public Records Act, and that absent legal exemption to disclosure, records in the possession of or used by the COUNTY are subject to disclosure upon request.

VI. Indemnity and Limitation of Liability

The FOUNDATION shall defend, indemnify, and hold harmless COUNTY, its officers, appointed or elected officials, employees, agents, representatives, successors and permitted assigns ("Indemnified Parties"), against all costs, expenses (including reasonable attorneys' fees, expenses, and court costs), liabilities, damages, claims, suits, actions, and causes of actions ("Claims"), to the extent arising, directly out of a third party action claiming (a) a violation of law by the FOUNDATION, its officers, agents, employees, contractors, successors and permitted assigns ("Contracting Parties") with respect to the use or storage of the data and photographs provided to the FOUNDATION from the database; provided, however, this indemnity obligation shall not be applicable to the extent that any Claim is the result of the negligence or willful misconduct of the Indemnified Parties or a breach of the COUNTY's representations set forth in Section V(A).

Neither PARTY shall be liable to the other PARTY for any incidental, consequential, indirect, special or punitive damages arising in connection with this MOA or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence or other form of action.

VII. Entire Agreement; Amendment; Counterparts

This MOA constitutes and contains the entire agreement between the PARTIES with respect to the subject matter herein, and supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except by written consent of both PARTIES. This MOA may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

VIII. Periodic Review

The FOUNDATION and COUNTY shall, on an annual basis, on or around the anniversary date of this MOA, jointly evaluate progress in the implementation of this MOA and revise and develop new plans or goals as appropriate.

IX. Term; Termination

This MOA shall be effective as of the Effective Date and shall remain in effect for five years, but may be terminated by fifteen (15) days' written notification from either PARTY at any time.

X. Governing Law and Venue

This MOA shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the PARTIES shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES waive all provisions of law providing for a change of venue to any other county.

XI. Delegation of Authority

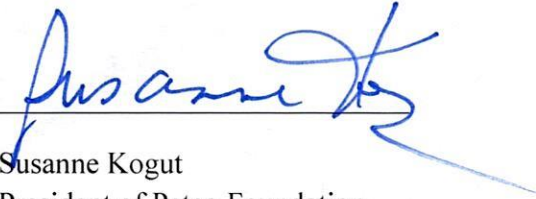
The undersigned for each PARTY represents it has the authority to enter into this Memorandum of Agreement on behalf of the entity it represents.

[Intentionally left blank for signature page to follow]

IN WITNESS THEREOF, this Memorandum of Agreement has been executed by and on behalf of the parties hereto as to the date and year first written.

THE PETCO FOUNDATION:

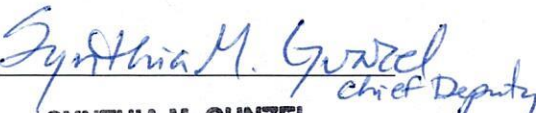
THE PETCO FOUNDATION


Susanne Kogut
President of Petco Foundation

1-11-21
Date

APPROVED AS TO FORM:


Gregory P. Priamos
County Counsel


SYNTHIA M. GUNZEL
Deputy County Counsel

COUNTY:

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES


V. Manuel Perez
Chairman, Board of Supervisors

NOV 17 2020
Date

ATTEST:

Kecia R. Harper, Clerk of the Board


Deputy

EXHIBIT A

POINTS OF CONTACT LIST

- Irene Anderson – IMAnders@rivco.org
- Elijah London – ElijahL@findingrover.com
- Zachary Hinchcliff – ZachH@findingrover.com
- Kimberly Youngberg – KimYoung@rivco.org