

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



**ITEM: 3.10
(ID # 28040)**

MEETING DATE:
Tuesday, June 10, 2025

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Southwest Communities Financing Authority (SCFA) - Approval of Animal Shelter Operations Agreement for 2025-2030 Between Animal Friends of the Valleys and Southwest Communities Financing Authority, Districts 2 & 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Animal Shelter Operations Agreement for 2025-2030 between Animal Friends of the Valleys and Southwest Communities Financing Authority (Agreement) and authorize the extension of the Agreement for up to three additional one-year periods; and
2. Authorize the Chair of the Board to execute the attached Agreement on behalf of the County.


ACTION:Policy


Jeff Van Wageningen, County Executive Officer 6/5/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
xc: E.O.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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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:	25/26-29/30

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 30, 2004, Minute Order 3.1, the Board of Supervisors approved forming a Joint Powers Authority (JPA), 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 subsequent operation of the shelter once it was built. Construction of the shelter, located in the community of Wildomar, began in 2008. Wildomar joined SCFA on October 21, 2010, followed by Menifee on October 20, 2020.

The current contract between AFV and SCFA was approved by the Board of Supervisors on June 30, 2020, Minute Order 3.3, and is in effect from July 1, 2020 to June 30, 2025. The Animal Shelter Operations Agreement for 2025-2030 between AFV and SCFA was approved by the Board of Directors at the Southwest Communities Financing Authority’s board meeting on May 1, 2025. The attached Animal Shelter Operations Agreement renews the existing contract and will go into effect on July 1, 2025 through June 30, 2030 upon approval to ensure continuity of services. The new Agreement includes, but is not limited to, the following updates:

1. Authorizes three (3) one-year extensions by mutual written consent of SCFA and AFV (Section 7);
2. Incorporates previous terms from a Letter of Understanding from 2023 authorizing AFV to pass through credit card processing fees to cardholders electing to use a credit card (Section 8(l));
3. Clarifies that SCFA shall provide funding for the maintenance, purchase, or replacement of shelter operational equipment, but requires prior Board approval and caps the purchase and replacement of shelter operational equipment to \$30,000 per fiscal year, unless approved by SCFA (Section 8(ii));
4. Requires AFV to make available electronically SCFA documents on its website (8(kk));
5. Requires AFV to maintain the shelter and its assets in good operational condition for items listed on the SCFA Reserve List of Shelter Capital Assets, as attached in the newly incorporated Exhibit A; requires AFV to comply with applicable provisions of the Public Contract Code and Prevailing Wage Laws (Section 12);
6. Details the procedure and formula for the annual preparation and approval of the shelter budget (Section 18); and

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7. Updates indemnification and insurance provisions (Sections 30 and 31)

Because SCFA sub-leased the property that the animal shelter was constructed on to the County for bonding purposes and because the County is a member of the Board of Directors, it is necessary for the County to be party to the Operations Agreement.

Impact on Residents and Businesses

The purpose of the Animal Shelter Operations Agreement is to provide animal sheltering services and efficient operation of the animal shelter for the benefit of the community and its animals in southwest Riverside County through the JPA and AFV.

ATTACHMENTS:

ATTACHMENT A. Animal Shelter Operations Agreement for 2025-2030 between Animal Friends of the Valleys and Southwest Communities Financing Authority



Aaron Gettis, Chief of Deputy County Counsel 5/29/2025

1 **ANIMAL SHELTER OPERATIONS AGREEMENT FOR 2025-2030**
2 **BETWEEN ANIMALS FRIENDS OF THE VALLEYS**
3 **AND SOUTHWEST COMMUNITY FINANCING AUTHORITY**

4 THIS ANIMAL SHELTER OPERATIONS AGREEMENT (“Contract”) is made and entered into
5 as of July 1, 2025, and is in effect through June 30, 2030, as may be extended, by and among the Animal
6 Friends of the Valleys, a California nonprofit public benefit corporation (“AFV”), and the Southwest
7 Communities Financing Authority (“SCFA”), a California joint powers authority comprised of member
8 agencies and the County of Riverside (“County”). AFV, SCFA, and County may be referred to herein
9 individually as a “Party” and collectively as the “Parties”.

10 **RECITALS**

11 WHEREAS, AFV leases certain property located at 33751 Mission, Trail, Wildomar, California
12 (the “Property”) from the Elsinore Valley Municipal Water District in the southwestern portion of Riverside
13 County for the purpose of operating an animal shelter;

14 WHEREAS, SCFA constructed an animal shelter (“Shelter”) for southwestern Riverside County,
15 within the geographic boundaries of the joint powers authority, to be located on the Property;

16 WHEREAS, SCFA provided for the construction of the Shelter through its power to issue tax-
17 exempt bonds;

18 WHEREAS, SCFA leases the Property from AFV pursuant to a Ground Lease Agreement between
19 AFV as lessor, and SCFA, as lessee;

20 WHEREAS, concurrently with the delivery of the Ground Lease, SCFA has leased The Property to
21 the County pursuant to a Lease Agreement (“Lease Agreement”) for the purpose of financing the Shelter;

22 WHEREAS, AFV has constructed and is operating a spay and neuter clinic on the Property;

23 WHEREAS, AFV has the personnel and experience to provide animal shelter services and is willing
24 to enter into a new contract with SCFA and the County for the provision of such services, subject to the
25 terms and conditions herein, and for the compensation as set forth below; and

26 WHEREAS, SCFA is desirous of AFV providing a broad range of animal shelter activities pursuant
27 to this Contract for the purpose of safeguarding the health and safety of the population of SCFA entities
28

1 and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment
2 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) having
17 Shelter staff process submitted forms within twenty four (24) hours, excluding Sundays and legal holidays;
18 (c) posting photographs of impounded animals on the Shelter's website within twenty four (24) hours of
19 arrival at the Shelter, excluding Sundays and legal holidays, and d) to explore new technologies and
20 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 impounding
23 of their animal, within twenty four (24) hours, excluding Sundays and legal holidays. In the event that such
24 notification attempt fails, Guardians shall be notified immediately in writing of the impoundment of their
25 animal by mail. Documentation of all such notification activity shall be maintained and made available to
26 SCFA upon request.

27 (6) Adoption of healthy domesticated animals.

1 (7) Encourage that all adopted animals are microchipped, spayed/ neutered, and
2 Licensed as required by State law.

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

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

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

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

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

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

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

25 (c) Counseling and advising animal guardians.

26 (d) Identifying animals impounded brought into the Shelter and conducting a thorough
27 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 State law and various cities/county ordinances, require the
7 microchipping of 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
reported to SCFA on a monthly basis.

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

21 (i) Proper disposal of dead animals.

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

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

27 4. Definition of Adoptable Animal. "Adoptable Animal" shall mean those animals eight weeks
28 of age or older, or kittens under eight (8) weeks of age that, at or subsequent to the time the animals are

1 impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or
2 hereditary condition that adversely affects the health or temperament of the animal, or that is likely to
3 adversely affect the animal's health in the future. For purposes of clarity, cats must be held for the
4 mandatory statutory periods as provided by Food and Agricultural Code section 31752. Dogs declared as
5 "vicious" or "potentially dangerous" under State and/or local laws are unadoptable. An animal with a
6 treatable behavioral disorder as determined by qualified Shelter staff may be considered adoptable.

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

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

16 7. Term and Termination. The Term of this Contract shall be from July 1, 2025 through June
17 30, 2030; this Term may be extended for up to three (3) additional one (1) year periods, in succession, at
18 the mutual written consent of the Parties, without requiring further action of the governing entities of either
19 Party. In the event that the Term is extended for the three (3) additional one (1) year periods, the Contract
20 shall terminate on June 30, 2033. SCFA may terminate this Contract upon six (6) months prior written
21 notice to AFV should SCFA determine that AFV is not providing the requisite services as set forth in
22 Section 8 herein or is not in compliance with any of the other provisions contained in this Contract. Upon
23 receipt of this notice of intent to terminate services, AFV shall continue to provide Shelter Services to SCFA
24 for up to twelve (12) months for a prorated contracted fee mutually agreed upon by all Parties, until SCFA
25 is able to obtain a suitable replacement to provide Shelter Services and notifies AFV in writing of the
26 effective termination date. AFV may terminate this Contract with the same six (6) months prior written
27 notification should SCFA fail to comply with any of its duties under this Contract, and AFV shall continue
28 to provide Shelter Services for the prorated contracted fee mutually agreed upon by all Parties, until SCFA
is able to obtain a suitable replacement to provide Shelter Services and notifies AFV in writing of the
effective termination date. The County shall have no right to terminate this Contract so long as SCFA is a
party (or the County shall remain a party to the contract as long as SCFA is in the contract). SCFA may

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

3 8. Scope of Shelter Services. In conducting Shelter Services, AFV shall perform the following
4 specific functions at the Shelter:

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

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

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

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

21 (e) Isolation. Dangerous, vicious, sick, pregnant, highly stressed, and other animals shall
22 be isolated as outlined in AFV Operating Procedures, as amended from time to time.

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

27 (g) Incoming Animal Examinations/Assessments. Every animal that arrives at the
28 Shelter shall receive a cursory examination within two (2) hours by a staff member(s) trained to
provide animal assessments to determine any emergent needs, if any. A more comprehensive exam

1 shall be performed within twelve (12) hours, except after regular business hours when the
2 examination shall be performed within twenty-four (24) hours, excluding Sundays and legal
3 holidays. Incoming animal assessment shall include: (1) A systemic physical examination to
4 determine if a medical condition exists which requires a veterinarian's attention; (2) vaccinations
5 and deworming as needed; (3) external parasite treatment, if necessary; (4) the animal's incoming
6 weight; (5) scanning for microchip identification; (6) an identification device physically attached to
7 the animal to identify the animal within the Shelter; (7) any identifying features or abnormalities.
8 AFV shall properly document on an animal-by-animal basis that an examination/assessment is
9 performed.

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

22 (i) Adoption. The goal is to place 100% of adoptable animals into homes. To offer
23 suitable animals for adoption, and operate and manage adoption activities, which shall include
24 potential pet guardian counseling and mandatory spay/neutering of all animals placed for adoption.
25 All animals offered for adoption shall, in AFV's best judgment or upon veterinary consultation, be
26 deemed suitable for adoption and in good health except in cases where adopting family has been
27 made aware of special needs and has consented to providing for those needs. Persons adopting
28 animals are to be encouraged to seek an independent veterinary examination of the animals. AFV
shall collect spay/neuter deposits for all adopted dogs and cats two (2) months of age and older that
are not able to be altered prior to release. All spay and neutering deposits shall be placed in a
segregated account maintained by AFV in accordance with State law and such unclaimed deposits

1 may be used for purposes stated in Section 19 of this Contract. AFV shall report to the SCFA on a
2 monthly basis the status of such segregated account, including deposits and expenditures. For any
3 dog or cat over the age of two (2) months placed for adoption, written notice shall be given to the
4 adopter that spay/neutering is mandatory and AFV shall implement appropriate follow-up to assure
5 compliance. Further, all adopted animals over the age of two (2) months shall be spayed or neutered
6 within sixty (60) days of the date such animal reached the age of two (2) months, unless a
7 veterinarian employed, contracted or retained by AFV determines that such an operation would
8 unnecessarily endanger the life of the animal, in which case, such animal shall be spayed or neutered
9 at the earliest date when medically acceptable to do so. All dogs over the age of four (4) months
10 must be licensed pursuant to California Food & Agriculture Code § 30951. These services shall be
11 at the guardian's expense and shall be prepaid and at the time of adoption.

12 (j) Community Adoption Partners. California Food & Agriculture Code Sections
13 31108(b) [dogs] and 31752(c)(1) [cats] state any stray dog or cat “that is impounded pursuant to this
14 division shall, before the euthanasia of that animal, be released to a nonprofit, as defined in Section
15 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the
16 organization. In addition to any required spay or neuter deposit, the public or private shelter, at its
17 discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or
18 released.”

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

23 (l) Payments of Fees and Charges by the Public. AFV shall receive payments for
24 impoundment, boarding, adoption or other fees and charges levied at the Shelter on behalf of SCFA
25 or its member agencies. When tendered by check, money order or other non-cash remittance, such
26 payment shall be made payable to “Animal Friends of the Valleys.” AFV shall be responsible for
27 clearance and payment of all checks or other non-cash remittances so deposited into AFV's account.

28 AFV shall pay for the implementation of a non-cash system for resident payments to the
Shelter, such as the use of credit card/debit card terminal systems. AFV shall implement an on-line
payment system for pet guardians to license their animals and for other services. AFV may pass
through debt and credit card processing fees that may be charged by credit issuers on to cardholders

1 electing to use a debt or credit card in lieu of payment by cash, check or similar means to pay for
2 Shelter related fees or services levied at the Shelter point of sale or online on behalf of SCFA. The
3 card processing fees passed through by AFV on behalf of SCFA to the cardholder for Shelter related
4 fees and services shall not be more than the charge that is levied by the credit issuer, and AFV will
5 inform cardholders of any debit or credit card processing fees both before and at the point of sale.
6 AFV shall provide SCFA a monthly accounting of all deposits for each calendar month in such
7 detail as reasonably required by SCFA by no later than the last day of the following month. Deposit
8 balances shall be reconciled at the end of each fiscal year ending on June 30th with appropriate
adjustments being made on behalf of SCFA or its member agencies.

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

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

21 (o) Euthanasia. Provide euthanasia service as required for any impounded stray animal
22 held at the Shelter pursuant to State law, if such animal is not reclaimed by said animal's guardian,
23 fostered, rescued or transferred, and is deemed to be Not Placeable by AFV for adoption. Animals
24 that are irremediably suffering from a serious illness or severe injury shall not be held for guardian
25 redemption or adoption. Only the following methods of euthanasia and drugs as currently approved
26 by the American Veterinary Medical Association shall be used: the intravenous injection of an
27 approved drug, intra-cardiac or the intra-peritoneal method provided such intra-peritoneal method
28 shall be used as a last resort or deemed by AFV to be more humane than the standard intravenous
injection. However, the ultimate decision shall be determined by a veterinarian employed or

1 contracted by AFV, consistent with approved standards of the American Veterinary Medical
2 Association. Euthanasia training in accordance with Section 2039 of the California Code of
3 Regulations, Title 16, Division 20, Article 4, shall be provided to all Shelter staff performing this
4 function. Documentation that appropriate Shelter staff has been trained shall be made available upon
5 written request by SCFA Program Administrator/Assistant Program Administrator. Records shall
6 be kept for a period of not less than three (3) years on each euthanized animal as required by State
7 law. Monthly euthanasia summary reports shall be submitted to the SCFA by AFV.

8 (p) Vaccination Clinics. AFV operates a clinic located at 33751 B Mission Trail,
9 Wildomar, CA 92595; AFV shall conduct a vaccination clinic on these premises, twice per year at
10 a minimum.

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

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

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

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

1 methods to recruit future volunteers, measurable goals and objectives of the volunteer program and
2 how the SCFA may assist AFV with volunteer recruitment.

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

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

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

16 Notwithstanding the above, the shelter shall be closed on the following holidays:
17 New Year's Day (January 1), Easter Sunday, Memorial Day (last Monday of May),
18 Fathers' Day, Independence Day (July 4), Labor Day (first Monday of September),
19 Thanksgiving Day* (fourth Thursday of November), Christmas Eve (December 24,
20 close at 12 p.m.) and Christmas Day (December 25). In the event that a holiday
21 falls on a Sunday then it will be observed on the subsequent Monday. SCFA shall
22 review the Shelter's hours of operation on an annual basis to determine whether or
23 not adjustments need to be made based on budgetary considerations as set forth in
24 Section 17 of this Contract.*At AFV management's discretion, the shelter may also
25 close early the day before Thanksgiving Day (Wednesday), at 4 p.m. instead of 7
26 p.m.

27 (x) Communications. "Communications" as used herein shall mean any and all positive
28 and negative communications from any source, whether or not signed, received by SCFA regarding
AFV's performance of sheltering/operating services under this Contract.
Records/documents/information deemed as exceptions to the Public Records Act pursuant to

1 *Government Code* section 6254 and/or privileged pursuant to *Evidence Code* sections 1040 and
2 1041 are not “Communications.” All Communications are to be given to AFV within three (3)
3 business days without redaction. SCFA shall not discuss or publish negative Communications other
4 than as provided for in this Contract.

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

11 (y) Emergencies. Any SCFA requests involving a fire, flood, storm, tidal wave,
12 earthquake, act of terrorism, epidemic, or other similar public calamity (collectively, “Imminent
13 Dangers”) that threatens the safety of the shelter itself shall be forwarded by telephone and/or
14 electronic mail directly to AFV’s Director or AFV designee. All calls involving Imminent Danger
15 scenarios shall be responded to by AFV as soon as reasonably possible, subject to considerations
16 involving the time of day, traffic conditions, or other uncontrollable circumstances. AFV shall
17 notify SCFA of all calls involving Imminent Danger to the shelter within a reasonable amount of
18 time. AFV shall maintain an emergency management plan for staff, volunteers, and animals with
19 appropriate coordination with local and regional entities.

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

26 (aa) Provision of Personnel and Supplies. AFV shall procure personnel, supplies,
27 materials, medication, pharmaceuticals, and equipment not otherwise supplied, including forms,
28 reports, and animal identification tags to perform all aspects of the shelter services program.

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 such
6 animals, if any, shall be for a period of time as required by State law. Animals may be held for
7 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.

27 (ee) Animal Disposal. AFV shall prohibit any animal whether dead or alive, which has
28 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. AFV shall be responsible for the disposal of animal remains in its custody or
control, subject to applicable State laws.

1 (ff) Level of Service Provided. AFV shall provide shelter services as defined in this
2 Contract at the level of service specified by the SCFA. AFV's policies and procedures for shelter
3 services shall be based on standards and/or guidelines commonly employed in public animal shelter
4 operations. AFV's policies and procedures in this area may include beneficial standards and/or
5 guidelines derived from reputable animal care organizations. AFV shall utilize generally accepted
6 accounting principles, as issued by the Financial Accounting Standards Board, in maintenance,
7 preparation, and presentation of Shelter financial reports.

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

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

18 (ii) Shelter Operational Equipment. In accordance with the provisions of Sections 17
19 and 18 of this Contract, SCFA shall provide funding for maintenance, purchase or replacement of
20 operational equipment used to provide Shelter services, including but not limited to moveable
21 cages, computer hardware and software, tables, desks, chairs, file cabinets, bookshelves, office
22 furniture, furnishings, printers, copying machines, fax machines, paper shredder, refrigerators, and
23 microwave ovens; such Shelter operational equipment shall be the property of SCFA. Purchase of
24 Shelter operational equipment shall require prior SCFA Board approval, and AFV and SCFA staff
25 shall review options for purchase of Shelter operational equipment to recommend the most effective
26 and cost-efficient option for SCFA Board consideration. Funding for purchase or replacement of
27 Shelter operational equipment shall not exceed \$30,000 in a given fiscal year, unless otherwise
28 approved by the SCFA Board. In the event that AFV is no longer retained as the operator of the
Shelter, AFV may negotiate with SCFA for the sale of any of said Shelter operational equipment
to AFV based on their depreciated value.

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 its Policies and Procedures which effect SCFA
5 funding, deliver of shelter services or the SCFA budget to SCFA within three (3) months of the
6 execution date.

7 (kk) Electronic Availability of SCFA Documents. In an easily accessible location on its
8 website, AFV shall maintain both current and historical SCFA information, including but not limited
9 to, agreements, notifications, SCFA Board Bylaws and Policies, meeting agendas and minutes, and
10 other information as may be requested by SCFA, in accordance with retention periods as set forth
11 by SCFA. SCFA shall be responsible for providing documentation to AFV for posting on its
12 website.

13 (ll) Use of Artificial Intelligence. AFV may use artificial intelligence ("AI") and machine
14 learning algorithms to improve Shelter Services, upon prior mutual agreement between the Parties. AFV
15 shall ensure that any use of AI is transparent, fair, and consistent with the privacy and security obligations
16 set forth in the Agreement.

17 9. Contract Review Committee.

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

21 (b) The CRC shall meet as needed, or as may be requested by AFV or SCFA, to discuss
22 the Shelter operations and services and performance of this Contract.

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

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

28 (e) The CRC shall review all drafts of AFV performance reviews within three (3) months
of preparation to ensure AFV's performance of this Contract and/or to determine any improvements

1 to be made or that have already been made by AFV prior to preparation of a final performance
2 review being submitted to the EMC and SCFA Board of Directors.

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

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

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

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

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

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

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

14 (d) Number of animals adopted by species.

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

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

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

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

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

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

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

1 (c) AFV's Director shall be available to provide updates to the EMC as requested within
2 ten (10) business days.

3 12. Maintenance of Shelter Assets.

4 (a) In accordance with the provisions of Sections 17 and 18 of this Contract, AFV shall
5 maintain the Shelter and its assets in good operating condition, including all items listed on the
6 SCFA Reserve List of Shelter Capital Assets, which is set forth in Exhibit A to this Contract, and
7 attached and incorporated herein by this reference. This includes, but is not limited to:

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

11 (2) Building systems (including electrical, gas, water, sewer, HVAC, refuse,
12 telephone, internet, lighting, security and fire).

13 (3) Building exterior areas (including parking lot, exterior lighting and signage,
14 foundation, walls, doors, windows and roofing, landscaping and, where applicable, carpet
15 and flooring).

16 (b) AFV shall maintain certain aspects of the Shelter at its sole cost and
17 responsibility, including all Shelter area, equipment and systems being utilized by AFV's
18 Animal Control and Non-Profit operations..

19 (c) On SCFA's behalf, AFV shall maintain the Shelter and capital assets detailed in
20 Exhibit A, and make repairs and replacements as needed and approved by SCFA, as provided in
21 Section 12(a). AFV shall provide a report of repairs to SCFA within three months of the repair.

22 (d) While conducting the Shelter and capital asset maintenance activities on SCFA's
23 behalf as described in this Section, AFV shall coordinate with SCFA staff, comply with all SCFA
24 Board policies, and applicable provisions of the California Public Contract Code and California
25 Labor Code, including but not limited to applicable prevailing wage requirements. AFV shall pass
26 down all applicable provisions of said Codes to all contractors and subcontractors contracted for
27 Shelter and capital asset maintenance services.. In the event of any potential compliance issues with
28 said Codes, AFV and SCFA shall meet and confer, and mutually agree upon project feasibility
and/or solutions prior to implementation of any project. AFV agrees to indemnify, defend, and hold

1 SCFA harmless from and against any and all liability arising out of and related to AFV failure to
2 comply with any and all applicable prevailing wage requirements, to the extent allowable under the
3 law.

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 \$5,000 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 Officers for
21 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.

27 AFV shall provide SCFA monthly financial statements by the last day of the following month, as
28 well as a copy of a full annual financial statement for Shelter activities immediately upon completion
thereof, but in no case later than six (6) months following the fiscal year. The monthly and annual financial

1 statements shall contain a status report of all appropriations and expenditures by line item, any emergency
2 expenditure, appropriation changes (increases or decreases or new/supplemental appropriations after
3 original budget was approved) and remaining unspent balances including encumbered amounts by purpose.
4 AFV shall also indicate in the annual financial statement how appropriations and expenditures were
5 allocated to SCFA.

6 17. Compensation. SCFA and AFV agree that the annual costs for services provided under this
7 Contract for Shelter Services shall be based on the SCFA Board of Director approved fiscal year budget,
8 reconciled with actual program revenues and expenses at year end. Special or unanticipated costs shall be
9 billed at the actual cost to provide such services to SCFA. AFV shall, at request of SCFA, furnish reports
10 on the number of animals processed through the Shelter on behalf of the SCFA.

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

21 Commencing on a date mutually agreed upon by SCFA and AFV following execution of this
22 Contract, SCFA shall remit to AFV one-fourth (1/4) of the Shelter's operational costs as budgeted for the
23 first quarter of the fiscal year by the 1st day of July, one-fourth (1/4) of the Shelter's operational costs as
24 budgeted for the second quarter of the fiscal year by the 1st day of October, one-fourth (1/4) of the Shelter's
25 operational costs as budgeted for the third quarter of the fiscal year by the 1st day of January, and one-fourth
26 (1/4) of the Shelter's operational costs as budgeted for the fourth quarter of the fiscal year by the 1st day of
27 April.

28 18. Preparation and Approval of Shelter Budget. Each year, on a date agreed upon by SCFA and
AFV, but no later than March 1st, AFV shall provide an annual Animal Count Report to the SCFA that
reports (i) the total number of animals impounded for the previous calendar year and (ii) the total number

1 of animals impounded by AFV and each SCFA member agency for the previous calendar year. SCFA shall
2 use this report to allocate the next year's Shelter operating budget among the Parties, and SCFA member
3 agencies. AFV shall also submit a proposed annual Shelter operating budget for the following fiscal year
4 to SCFA for approval, along with the annual Animal Count Report. Where a proposed annual Shelter
5 operating budget includes a request for supplemental funding from SCFA, such funding shall be calculated
6 as follows:

7 Budgeted Sheltering Expenditures – Sheltering Revenue – Reimbursement for AFV Animal Control
8 Operations and Non-Profit Operations Use of Facility – AFV Contribution to Shelter Operations – Prior
9 Fiscal Year Surplus

10 Where:

11 Budgeted Sheltering Expenditures = Appropriations for personnel, shelter operations and
12 maintenance

13 Sheltering Revenue = Revenue from all shelter fees, adoptions, donations, fund raisers, grants,
14 microchips and vaccines, quarantine and traps, credit card surcharge collections and other
15 miscellaneous and interest income

16 Reimbursement for AFV Animal Control Operations and Non-Profit Operations Use of Facility =
17 Monthly Animal Control and Non-Profit Operations Payroll Costs as a Percent of Total Shelter
18 Payroll Costs x Monthly Sheltering Expenditures x 12

19 AFV Contribution to Shelter Operations = AFV's portion of the annual shelter operations budget,
20 as determined by the number of Out-Of-Area animals taken in during the previous calendar year (as
21 set forth in Section 26 of this Contract)

22 Prior Fiscal Year Surplus = Any surplus funds left over from prior fiscal year operations which may
23 have been allocated to the current year budget, as mutually agreed upon by SCFA and AFV

24 Each fiscal year Shelter budget and its component appropriations, and any adjustments thereto, shall
25 be subject to approval by SCFA's Board of Directors.

26 19. Spay/Neuter Deposits. Spay/neuter deposits shall be kept in a segregated account by AFV
27 pursuant to State law and spent for purposes authorized by law within the service area of this Contract. State
28

1 law (Food and Agriculture Code Section 31751.3(d)) requires any deposit not claimed under this
2 subdivision may be used only for the following purposes:

- 3 (a) A public education program to prevent overpopulation of cats and dogs.
- 4 (b) A program to spay or neuter cats and dogs.
- 5 (c) A follow-up program to assure that animals adopted from the Shelter are spayed or
6 neutered.
- 7 (d) Spay/neuter voucher program.

8
9 20. Fees, Charges, Costs and Other Revenues Credited to the SCFA. SCFA and AFV agree to
10 the following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 27. Prohibition on Comingling of SCFA and Non-SCFA Activities. AFV agrees that any
21 contracts that it may have now or in the future with other local governmental agencies, and any of AFV's
22 Non-Profit activities that do not include SCFA or its member agencies, shall be treated separately and apart
23 from this Contract to operate the Shelter. In the event that AFV, through its contractual relationships with
24 other local governmental agencies, desires to provide any non-SCFA related activities or services at the
25 Shelter, it shall first seek and obtain the written consent of SCFA with regard to such proposed activities or
26 services. "Activities or Services" is defined to include, but is not limited to, the following: activities related
27 to AFV's Non-profit, sheltering of animals (except as provided in Section 26), administrative staff overhead
28 associated with contract administration of AFV's contracts with non-SCFA local governmental agencies,
telephone calls and all other electronic means of communication, dispatch services, refueling, maintenance

1 and parking of vehicles, storage, field services, licensing, administrative hearings, vaccinations or
2 veterinary services performed for non-SCFA members

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

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

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

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

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

25 SCFA shall defend, indemnify and save harmless AFV and the County, their officers, agents,
26 representatives, authorized volunteers and employees, from any and all claims, demands and liability for
27 damages for personal injury (including but not limited to death) or property damage suffered by reason of
28

1 any act or omissions of SCFA or SCFA's employees, agents or contractors (exclusive of those employees
2 and volunteers of AFV under this Contract), or by reason of any dangerous or defective condition caused
3 or permitted by SCFA or by SCFA's employees, agents or contractors (exclusive of those employees and
4 volunteers of AFV under this Contract), which may arise out of or be connected with the performance or
5 failure to perform by SCFA of its duties and obligations pursuant to this Contract, excepting such matters
6 as may arise as set forth above.

7 Any payment, attorneys' fees, cost or expense AFV incurs or makes to or on behalf of any injured
8 employee under its self-administered workers' compensation program which arises out of or is the result of
9 any such act or omission of SCFA, its employees, agents, contractors or subcontractors (exclusive of those
10 employees and volunteers of AFV under this Contract) done or made in the performance of its duties and
11 obligations hereunder, is included as a loss, expense or cost for the purposes of this paragraph. The
12 provisions of this Section 30 shall survive the expiration or early termination of this Contract.

13 31. Insurance. Without limiting or diminishing the AFV's obligation to indemnify or hold
14 SCFA and the County harmless, AFV shall procure and maintain or cause to be maintained, at its sole cost
15 and expense, the following insurance coverage's during the term of this Contract. As respects to the
16 insurance section only, SCFA and County herein refers to SCFA, the County and its Agencies, Districts,
17 Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees,
18 elected or appointed officials, agents or representatives as Additional Insureds.

19 (a) Workers' Compensation: AFV shall maintain statutory Workers' Compensation Insurance
20 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability
21 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.
22 The policy shall be endorsed to waive subrogation in favor of SCFA and County. Policy shall name SCFA
23 and County as Additional Insureds.

24 (b) Commercial General Liability: Commercial General Liability insurance coverage, including but
25 not limited to, premises liability, unmodified contractual liability, products and completed operations
26 liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from
27 or out of AFV's performance of its obligations hereunder. Policy shall name SCFA and County as
28 Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined
single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract

1 or be no less than two (2) times the occurrence limit. Policy shall name SCFA and County as Additional
2 Insureds.

3 (c) Vehicle Liability: AFV shall maintain liability insurance for all owned, non-owned or hired
4 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such
5 insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two
6 (2) times the occurrence limit. Policy shall name SCFA and County as Additional Insureds.

7 (d) AFV shall procure and maintain for the duration of the contract insurance against claims for
8 injuries to person or damages to property which may arise from or in connection with the performance of
9 the work hereunder by the AFV, its agents, representatives, or employees. AFV shall procure and maintain
10 for the duration of the contract insurance claims arising out of their services and including, but not limited
11 to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and
12 breach of data.

13 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000
14 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken
15 by AFV in this Contract and shall include, but not limited to, claims involving infringement of intellectual
16 property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy
17 violations, information theft, damage to or destruction of electronic information, release of private
18 information, alteration of electronic information, extortion and network security. The policy shall provide
19 coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring
20 expenses with limits sufficient to respond to these obligations.

21 If AFV maintains broader coverage and/or higher limits than the minimums shown above, SCFA
22 and County require and shall be entitled to the broader coverage and/or higher limits maintained by AFV.
23 Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall
24 be available to SCFA and County. Policy shall name SCFA and County as Additional Insureds.

25 General Insurance Provisions - All lines:

26 (e) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
27 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived,
28 in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular
insurer such waiver is only valid for that specific insurer and only for one policy term.

1 (f) AFV must declare its insurance self-insured retention for each coverage required herein. If any
2 such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written
3 consent of the County Risk Manager before the commencement of operations under this Contract. Upon
4 notification of self-insured retention unacceptable to the County, and at the election of the County's Risk
5 Manager, AFV's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this
6 Contract with SCFA and County, or 2) procure a bond which guarantees payment of losses and related
7 investigations, claims administration, and defense costs and expenses.

8 (g) AFV shall cause AFV's insurance carrier(s) to furnish SCFA and the County with either 1) a
9 properly executed original Certificate(s) of Insurance and copies of Endorsements effecting coverage as
10 required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide
11 original Certified copies of policies including all Endorsements and all attachments thereto, showing such
12 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the
13 covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the
14 County prior to any material modification, cancellation, expiration or reduction in coverage of such
15 insurance. If AFV insurance carrier(s) policies does not meet the minimum notice requirement found herein,
16 AFV shall cause AFV's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

17 (h) In the event of a material modification, cancellation, expiration, or reduction in coverage, this
18 Contract shall terminate forthwith, unless the SCFA and County receive, thirty (30) days after effective
19 date, another properly executed original Certificate of Insurance and original copies of endorsements or
20 certified original policies, including all endorsements and attachments thereto evidencing coverage's set
21 forth herein and the insurance required herein is in full force and effect. AFV shall not commence operations
22 until SCFA and County have been furnished original Certificate (s) of Insurance and certified original
23 copies of endorsements and if requested, certified original policies of insurance including all endorsements
24 and any and all other attachments as required in this Section. An individual authorized by the insurance
25 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
26 Insurance.

27 (i) It is understood and agreed to by the parties hereto that AFV's insurance shall be construed as
28 primary insurance, and SCFA and County's insurance and/or deductibles and/or self-insured retentions or
self-insured programs shall not be construed as contributory.

1 (j) If, during the term of this Contract or any extension thereof, there is a material change in the
2 scope of services; or, there is a material change in the equipment to be used in the performance of the scope
3 of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; County and
4 SCFA reserve the right to adjust the types of insurance and the monetary limits of liability required under
5 this Contract, if in the County Risk Management's reasonable judgment, the amount or type of insurance
6 carried by AFV has become inadequate.

7 (k) AFV shall pass down the insurance obligations contained herein to all tiers of subcontractors
8 working under this Contract.

9 (l) The insurance requirements contained in this Contract may be met with a program(s) of self-
10 insurance acceptable to SCFA and County.

11 (m) AFV agrees to notify SCFA and County of any claim by a third party or any incident or event
12 that may give rise to a claim arising from the performance of this Contract, with either AFV, SCFA, or the
13 County

14 32. Independent Contractor. AFV and its Board of Directors, officers, employees,
15 representatives, and agents, in the performance of this Contract, shall act in an independent capacity and
16 not as officers or employees of SCFA, the County, or its member agencies. AFV acknowledges and agrees
17 that SCFA has no obligation to pay or withhold state or federal taxes or to provide workers' compensation
18 or unemployment insurance. AFV as an independent contractor shall be responsible for any and all taxes
19 that apply to AFV as an employer.

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

23 34. Nondiscrimination. During the performance of this Contract, AFV shall not discriminate on
24 the grounds of ethnic group identification, race, religious creed, color, national origin, ancestry, age,
25 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender
26 identity, gender expression, sexual orientation or military and veteran status in the selection and retention
27 of employees and subcontractors and the procurement of materials and equipment; and, to the extent it shall
28 be found applicable hereto, shall comply with the provisions of the California Fair Employment and

1 Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (Pub. L. 88-452), and the
2 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

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

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

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

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

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

22 (e) AFV covenants that no part in excess of five percent (5%) of the portion of the Shelter shall
23 be used for (i) activities constituting an unrelated trade or business, determined by applying section 513(a)
24 of the Internal Revenue Code, or (ii) activities constituting any trade or business of an entity other than an
25 organization described in Internal Revenue 501(c)(3) or a governmental unit, if such use adversely affects
26 the exclusion from gross income for federal income tax purposes of interest payable with respect to the
27 Bonds.
28

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

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

7 (h) AFV further warrants and covenants that it has not executed and will not execute any other
8 agreement, or any amendment or supplement to any other agreement, with provisions contradictory to, or
9 in opposition to, the provisions hereof, of the Indenture and of the Lease Agreement, and that in any event,
10 the requirements of this Contract, the Lease Agreement and the Indenture are paramount and controlling as
11 to the rights and obligations herein set forth and supersede any other requirements in conflict herewith and
12 therewith.

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

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

21 (k) AFV shall not take any action which would cause the interest on the Bonds to become
22 includable in gross income of the recipient for federal income tax purposes under the Code (including
23 without limitation, intentional acts under Treas. Reg. Section 1.148-2(c) or deliberate action within the
24 meaning or Treas. Reg. Section 1.141-2(d)), and AFV shall take and will cause its officers, employees and
25 agents to take all affirmative actions legally within its power necessary to ensure that the interest payable
26 on the Bonds does not become includable in gross income of the recipient for federal income tax purposes
27 under the Code.
28

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

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

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

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

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

20 SCFA
21 SCFA
22 Program Administrator
23 4080 Lemon St. 4th Floor
24 Riverside, CA. 92501
25 (951) 955-1110

20 AFV
21 Animal Friends of the Valleys
22 Director
23 33751 Mission Trail
24 Wildomar, CA.92595
25 (951) 674-0618

26 COUNTY
27 County Executive Office
28 County Administrative Center
4080 Lemon St. 4th Floor
Riverside, CA. 92501
(951) 955-1110

26 AFV ATTORNEY
27 John V. Giardinelli & Myla Sarmiento
28 Tyler Law, LLP
25026 Las Brisas Road
Murrieta, CA 92562
(951) 600-2733

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

4 39. Amendments. Any amendments, including any supplements, to this Contract shall be in
5 writing and shall have the approval of the Board of Directors of the SCFA and AFV and the Board of
6 Supervisors of the County. This is the entire Contract for shelter services and supersedes any prior written
7 or oral agreement inconsistent herewith. Any amendment shall be presented to the Executive Management
8 Committee prior to SCFA approval.

9 40. Force Majeure. If either party is unable to comply with any provision of this Contract due to
10 causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts
11 of God, an epidemic, acts of war, civil disorders, or other similar acts, such party shall not be held liable for
12 such failure to comply.

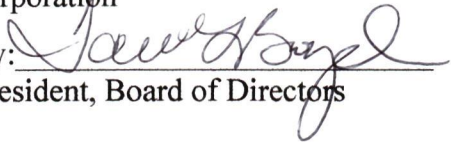
13 *SIGNATURES ON NEXT PAGE*
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1 IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed by their authorized
2 officers on the day and year first above written.

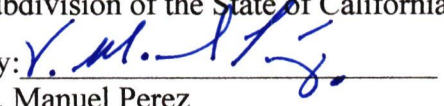
3
4 SOUTHWEST COMMUNITIES
5 FINANCING AUTHORITY, a Joint Powers
6 Authority

7 By: 
8 Natasha Johnson
9 Chair, Board of Directors


ANIMAL FRIENDS OF THE VALLEYS,
a California nonprofit public benefit
corporation

By: 
President, Board of Directors

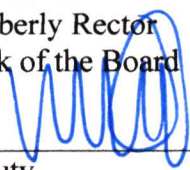
10 COUNTY OF RIVERSIDE, a political
11 subdivision of the State of California

12 By: 
13 V. Manuel Perez
14 Chair, Board of Supervisors

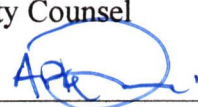
APPROVED AS TO FORM:

By: 
Counsel for Animal Friends of the Valleys

14 ATTEST:
15 Kimberly Rector
16 Clerk of the Board

By: 
Deputy

18 APPROVED AS TO FORM:
19 Minh C. Tran
20 County Counsel

By: 
21 Amrit P. Dhillon
22 Deputy County Counsel
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EXHIBIT A
SCFA Reserve List of Shelter Capital Assets
(Behind This Page)

Category	Date in # of Units	Useful Life	Remaining Life	Total Cost	Unit Cost	Unit of Measure	Annual Reserve	Beginning Reserve	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	
Roofing	10/1/2010	37000	20	\$416,000.00	\$14.00	SF	\$20,800.00	\$249,600.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	
	11/4/2010	4	20	\$48,000.00	\$12,000.00		\$2,400.00	\$24,000.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	
	10/1/2010	20	20	\$80,000.00	\$4,000.00		\$4,000.00	\$40,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
Parking Lot	6/1/2021	1	5	\$10,000.00	\$10,000.00		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
	10/1/2010	1	20	\$75,000.00	\$75,000.00		\$3,750.00	\$45,000.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	
Painting/Walls	10/1/2010	1	10	\$100,000.00	\$100,000.00		\$10,000.00	\$100,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
	10/1/2010	1	10	\$125,000.00	\$125,000.00		\$12,500.00	\$125,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	
	10/1/2010	31	15	\$96,000.00	\$3,000.00	Room	\$6,400.00	\$70,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	
	10/1/2010	3855	15	\$57,825.00	\$15.00	SF	\$3,855.00	\$57,825.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	\$3,855.00	
Flooring	6/1/2021	13338	15	\$200,070.00	\$15.00	SF	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	\$13,338.00	
	10/1/2010	5100	15	\$40,800.00	\$8.00	SF	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	\$2,720.00	
	10/1/2010	5400	15	\$54,000.00	\$10.00	SF	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	
	10/1/2010	4	20	\$10,000.00	\$10,000.00		\$500.00	\$5,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
	10/1/2010	1	20	\$10,000.00	\$10,000.00		\$500.00	\$5,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
	10/1/2010	1	20	\$10,000.00	\$10,000.00		\$500.00	\$5,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
	10/1/2010	1	20	\$10,000.00	\$10,000.00		\$500.00	\$5,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
	10/1/2010	2	20	\$10,000.00	\$10,000.00		\$500.00	\$5,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
	10/1/2010	2	15	\$24,000.00	\$12,000.00		\$1,200.00	\$12,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	6/25/2021	1	11	\$17,965.00	\$17,965.00		\$1,633.18	\$17,965.00	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18	\$1,633.18
Common Area	6/11/2011	5	15	\$3,113.00	\$622.60	Unit	\$622.60	\$3,113.00	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	\$622.60	
	10/1/2010	23	4	\$80,500.00	\$3,500.00	Unit	\$4,025.00	\$44,275.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	\$4,025.00	
	10/1/2010	2	20	\$317,500.00	\$158,750.00	Unit	\$15,875.00	\$174,625.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	\$15,875.00	
	12/31/2017	2	10	\$3,650.00	\$1,825.00	Unit	\$1,825.00	\$3,650.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00	\$1,825.00
	10/1/2010	30	10	\$6,000.00	\$200.00	Unit	\$200.00	\$6,000.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
	9/28/2010	2	20	\$42,900.00	\$21,450.00	Unit	\$10,725.00	\$42,900.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00	\$10,725.00
	10/1/2010	143	10	\$1,750.00	\$12.24	Unit	\$122.40	\$1,750.00	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40	\$122.40
	10/1/2010	6	10	\$6,875.00	\$1,145.83	Unit	\$190.97	\$6,875.00	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97	\$190.97
	10/1/2010	15	8	\$5,000.00	\$333.33	Unit	\$333.33	\$5,000.00	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33	\$333.33
	10/1/2010	1	6	\$5,000.00	\$5,000.00		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
Office	9/6/2010	3	15	\$6,000.00	\$2,000.00	Unit	\$2,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
	9/17/2010	1	10	\$4,817.00	\$4,817.00	Unit	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	\$4,817.00	
	10/1/2010	30	8	\$12,750.00	\$425.00	Unit	\$425.00	\$12,750.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	
	10/1/2010	1	15	\$8,500.00	\$8,500.00		\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	
	10/1/2010	4	15	\$8,000.00	\$2,000.00	Office	\$2,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	1/17/2016	1	5	\$5,161.00	\$5,161.00		\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	\$5,161.00	
	5/13/2021	1	5	\$15,000.00	\$15,000.00	Unit	\$3,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
	6/1/2021	1	5	\$3,800.00	\$3,800.00	Unit	\$760.00	\$3,800.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	
	Various	42	5	\$																					