

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

November 18, 2008

**FROM: JIM LINDLEY, Director  
Department of Public Health**

**SUBJECT: JOINT POWERS AGREEMENT FOR ESTABLISHMENT OF COUNTY-TOWN  
OF YUCCA VALLEY ANIMAL CARE AND CONTROL JOINT POWERS  
AUTHORITY**

**RECOMMENDATION(S)**

Approve a Joint Powers Agreement No. 08-1174 to establish the Animal Care Joint Powers Authority for the construction, design, financing, maintenance and operation of animal shelter(s) in the unincorporated County areas in the Morongo Basin region of the County and Town of Yucca Valley areas.

Affected Districts: (First and Third)  
(Presenter: Jim Lindley, Director, 387-9146)

**BACKGROUND INFORMATION**

Approval of this item will establish a Joint Powers Agreement, under California Government Code Sections 6500-6599.3, to establish the Animal Care Joint Powers Authority (Authority) for the construction, design, financing, maintenance and operation of animal shelter(s) in the unincorporated County areas in the Morongo Basin region of the County and Town of Yucca Valley areas.

In June 2007, the Board approved the appropriation of \$437,500 in the County's Fiscal Year 2007-2008 (FY 07-08) Capital Improvement Program (CIP) to fund the construction and maintenance of a joint animal shelter facility with the Town of Yucca Valley. In the CIP, the County committed to a total project cost of \$3.5M to be shared on a 50%-50% basis with the Town of Yucca Valley. The County appropriated \$437,500 in each of Fiscal Years 2007-2008 and 2008-2009. The County intends to appropriate the same amount in its FY 2009-2010 and 2010-2011 Capital Improvement Program budget request, for a total County commitment over the course of four years of \$1,750,000. Approval of this item establishes a Joint Powers Agreement creating a Joint Powers Authority to jointly develop and manage the Animal Shelter Project between the County and the Town of Yucca Valley.

Additionally, once the Joint Powers Agreement is approved, creating the Joint Powers Authority, the Authority will begin discussions regarding the steps necessary for construction, design,

Page 1 of 3

cc: PH-Lindley  
PH-Cronon w/ agree  
Contractor c/o Dept w/ agree  
ACR-Acct Pay Mgr w/ agree  
Periculum c/o Risk w/ agree  
Risk Management  
County Counsel-Haueter, Morisaki  
CAO-Raymundo  
Agreement No. 08-1174  
File - w/ agree  
jr 12/1/08  
ITEM 096

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)**

COUNTY OF SAN BERNARDINO  
Board of Supervisors

MOTION	AYE	AYE	NOVE	SECOND	AYE
		2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: November 18, 2008

**BOARD OF SUPERVISORS  
JOINT POWERS AGREEMENT FOR ACC  
NOVEMBER 18, 2008  
PAGE 3 OF 3**

**FINANCIAL IMPACT**

The establishment of the Authority does not involve any financial or programmatic commitment for either the County or the Town at this time; it rather creates a framework for member agencies to cooperatively pursue approaches to expedite completion of this important Animal Shelter Facility. The development of any plans and proposed financing for the project would be a function of the Authority, but any recommended County involvement in this regard would need to be considered by and acted upon separately by the Board of Supervisors of the County and the Town Council for the Town of Yucca Valley.

Additionally, in June 2007, the Board approved the appropriation of \$437,500 in the County's Fiscal Year 2007-2008 (FY 07-08) Capital Improvement Program (CIP) to fund the construction, maintenance and operation of a joint animal shelter facility with the Town of Yucca Valley. In the CIP, the County committed to a total project cost of \$3.5M to be shared on a 50%-50% basis with the Town of Yucca Valley. The County will appropriate \$437,500 in each of Fiscal Year(s) 2007-2008 and 2008-2009. The County intends to appropriate the same amount in its FY 2009-2010 and 2010-2011 Capital Improvement Program budget request, for a total County commitment over the course of the four years of \$1,750,000.

On this same day, the Department is also presenting a contract with the Town of Yucca Valley in order to continue animal shelter services for residents in the unincorporated areas of the region in the amount during the period of July 1, 2008 through June 30, 2009. As this JPA establishes a framework by which the County and Town may begin discussions regarding the steps necessary for construction, design, financing, field services, maintenance and shelter operations in the unincorporated Morongo Basin region of the County and Town of Yucca, it is intended that approval of this item will alleviate the need to continue contracts between the Department and the Town for provision of such services in the future.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Daniel B. Haueter, Principal Assistant County Counsel, 387-5467 October 29, 2008 and Maxine Morisaki, Deputy County Counsel, 387-3203) on October 30, 2008 and County Administrative Office (Trudy Raymundo, Administrative Analyst 387-3986) on October 29, 2008.



County of San Bernardino

FAS

**CONTRACT TRANSMITTAL**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		<b>SC</b>	Dept. <b>PHL</b>	<b>A</b>	Contract Number <b>08-1174</b>	
<input type="checkbox"/> Change						Contractor's License No. <b>N/A</b>	
<input type="checkbox"/> Cancel	County Department <b>Public Health</b>		Dept. <b>PHL</b>	Orgn. <b>PHL</b>	Total Contract Amount <b>\$1,750,000</b>		
County Department Contract Representative <b>Brian Cronin</b>			Telephone <b>(909) 387-9152</b>				
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Allocation							
If not encumbered or revenue contract type, provide reason: <b>Approved in County CIP Budget FY 2007-2008</b>							
Commodity Code		Contract Start Date <b>N/A</b>	Contract End Date <b>N/A</b>	Original Amount <b>\$1,750,000</b>	Amendment Amount		
Fund <b>CJV</b>	Dept.	Organization	Appr.	Obj/Rev Source <b>3305</b>	GRC/PROJ/JOB No.	Amount <b>\$1,750,000</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name <b>County-Town of Yucca Valley Joint Animal Shelter</b>			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			<b>07-08</b>	<b>\$437,500</b>	---	---	---
			<b>08-09</b>	<b>\$437,500</b>	---	---	---
<b>TOTAL \$1,750,000</b>			<b>09-10</b>	<b>\$437,500</b>	---	---	---
			<b>10-11</b>	<b>\$437,500</b>	---	---	---

CONTRACTOR Animal Care Joint Powers Authority (County and Town of Yucca Valley)

Federal ID No. or Social Security No. N/A

Contractor's Representative N/A

Address N/A Phone N/A

Nature of Contract: *(Briefly describe the general terms of the contract)*

This contract is to create a Joint Powers Authority for the County and the Town of Yucca Valley to jointly develop an Animal Shelter in the Town of Yucca Valley and in the unincorporated area around the Town of Yucca Valley. CIP Log Number 08-197.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)  Maxine Morisaki, Deputy County Counsel Date <u>11/12/08</u>	Reviewed as to Contract Compliance  Date _____	Presented to BOS for Signature  Jim Lindley, Director Date <u>11-14-08</u>
--	--	---

THIS IS NOT A CONTRACT  
THIS IS A COVER  
TRANSMITTAL ONLY

**Auditor/Controller-Recorder Use Only**

Contract Database  FAS

Input Date \_\_\_\_\_ Keyed By \_\_\_\_\_

**JOINT POWERS AGREEMENT**

**CREATING**

**THE ANIMAL CARE  
JOINT POWERS AUTHORITY**

**BY AND AMONG**

**THE COUNTY OF SAN BERNARDINO  
AND  
THE TOWN OF YUCCA VALLEY**

# CITY-COUNTY ANIMAL SERVICES JOINT POWERS AUTHORITY

## JOINT POWERS AGREEMENT

This JOINT POWERS AGREEMENT, made in accordance with Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500), as amended and supplemented from time to time (the "Act"), for convenience dated as of November 18, 2008, by and among the TOWN OF YUCCA VALLEY (hereinafter also "Town"), a body corporate and politic and a political subdivision of the State of California (the "State"), and the COUNTY OF SAN BERNARDINO (hereinafter also "County"), a body corporate and politic and a political subdivision of the State.

### RECITALS:

WHEREAS, pursuant to the Act, the authority created under this Agreement (as defined herein) shall possess such common powers of the Members, and may exercise such powers, as specified in this Agreement and to exercise the additional powers granted to it pursuant to the Act;

WHEREAS, by this Agreement, each Member desires to create and establish the City-County Animal Services Joint Powers Authority for the purposes set forth herein and to exercise the powers provided herein.

NOW, THEREFORE, the Members, for and in consideration of the mutual agreements and covenants contained herein, do agree as follows:

### ARTICLE I

#### DEFINITIONS

**Section 1.01. Definitions.** Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Authority" shall mean the City-County Animal Services Joint Powers Authority, the separate agency created by this Agreement.

"Agreement" means this Joint Powers Agreement as the same now exists and as it may from time to time be amended.

"Animal Care and Control Facility" means an animal care and control facility in the Town of Yucca Valley, to provide animal services and shelter to both the residents in the incorporated areas of the Town and the unincorporated areas of the County.

"Board" means the Board of Directors of the Authority created by this Agreement.

"Brown Act" means the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950 to 54961), and any successor legislation hereinafter enacted.

"Director(s)" means the person(s) appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the calendar period from July 1<sup>st</sup> to and including the following June 30<sup>th</sup>, unless and until changed by a resolution of the Authority.

"Member" means, individually, the County of San Bernardino or the Town of Yucca Valley.

"Members" means the County of San Bernardino, the Town of Yucca Valley, and cities or towns which may, by amendment, later become members of this Joint Powers Authority, collectively.

"State" means the State of California.

## ARTICLE II

### GENERAL PROVISIONS REGARDING PURPOSE AND CREATION OF THE AUTHORITY

**Section 2.01. Purpose.** In accordance with Section 6503 of the Act, the purpose of this Agreement is to provide for the exercise of powers common to each Member, including but not limited to, the creation of the Authority to provide for the financing, planning, design, construction, operation and maintenance of an animal care and control facility in the Town of Yucca Valley, to provide animal services and shelter to both the residents in the incorporated areas of the Town and the unincorporated areas of the County. The agreement and its Attachments A and B are intended to provide a framework for the addition of additional member cities and towns in the future, with the goal of creating a County-wide animal care and control program in conjunction with the member towns and cities. The framework for the arrangement between the County of San Bernardino and the Town of Yucca Valley under this agreement is set forth in the attached Attachments A and B which define the proposed arrangements between these two parties only, and may not necessarily apply to members who may subsequently join this Authority. Attachment A is the Proposed Workplan and Scope of Services of this agreement, the details to be determined by the Board of Authority during the first 12 months following the creation of the Authority. Attachment B is the Joint Funded Animal Shelter Project construction and funding plan, the details to be determined by the Board of Authority during the first 12 months following the creation of the Authority. The Authority will develop a proposed operations plan, the details of which are to be determined by the Board of Authority during the first 12 months following the creation of the Authority, to deal with budget(s), the rights of the current Town personnel to be employed by the Authority, and other details.

**Section 2.02. Term.** This Agreement shall become effective when it has been approved by each of the Members. This Agreement shall continue in full force and effect until terminated by mutual consent of the Members.

**Section 2.03. Board of Directors.** The Authority shall be governed by a Board of Directors (Board), with each Director receiving one vote. The Board shall be comprised of four Directors designated as follows:

- A. San Bernardino County shall be represented by its Third District Supervisor and a second Director recommended for appointment by the Third District Supervisor and appointed by action of the San Bernardino County Board of Supervisors who must be an elected or appointed official of San Bernardino County.
- B. The Town of Yucca shall be represented by one of its Councilpersons and a second Director appointed by action of the Town Council of the Town of Yucca Valley who must be an elected or appointed official of the town of Yucca Valley.

**Section 2.04. Alternates.** Except as provided below, each Member shall appoint an alternate (Alternate) for each of its two Directors. An Alternate may perform all functions of a Director, including voting, in the absence of the Director, unless as the respective Director limits the authority of his or her Alternate in a writing filed with the Secretary. The Alternate for San Bernardino County's Third District Supervisor shall be appointed by the Third District Supervisor. The Alternate for Town of Yucca Valley's Councilperson shall be appointed by the Councilperson.

**Section 2.05. Term of Board of Directors.** Each Director and Alternate shall serve at the pleasure of his or her appointing authority.

**Section 2.06. Meetings.** All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act. The Board shall meet a minimum of one time per year. The meeting shall take place at a location determined by the Authority.

**Section 2.07. Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director of the Board, the Clerk of the Board of Supervisors, and the Clerk of the Town.

**Section 2.08. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

**Section 2.09. Bylaws.** The Board may adopt Bylaws for the conduct of business and as are necessary for the purposes hereof. The Board may adopt additional resolutions, rules, regulations, and policies for the conduct of its business and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

**Section 2.10. Annual Budget.** The Board shall adopt an annual budget for each fiscal year. The Bylaws may further provide for the presentation and content of the budget.

**Section 2.11. Annual Operational and Fiscal Report.** The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

### ARTICLE III

#### OFFICERS AND EMPLOYEES

**Section 3.01. Chair and Vice-Chair.** The Board of Directors shall elect from among its members, a Chair and a First and Second Vice-Chairs. The Chair shall sign all contracts on behalf of the Authority, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board in the Bylaws. The First Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws of the Authority provide otherwise. The duties of the Second Vice-Chair may be set forth in the Bylaws. Elections for such officers shall be held each year at a regular or special meeting of the Board with terms running concurrent with the Authority's Fiscal Year. The term of office shall be the Fiscal Year or until a successor is elected.

**Section 3.02. Secretary.** The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Authority, unless the Bylaws of the Authority provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code). The Board may further provide for the duties and responsibilities of the Secretary in the Bylaws.

**Section 3.03. Treasurer.** Pursuant to Section 6505.5 of the Act, the Board shall designate the Treasurer of the County of San Bernardino as the Treasurer of the Authority, until otherwise determined by the Authority. The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The bond of the Treasurer under this Agreement shall be his/her official bond as the Treasurer of the County of San Bernardino and no additional bond will be required. The monies of the Authority shall be accounted for separately and invested in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code, including but not limited to investment in the County treasury pool of San Bernardino County.

**Section 3.04. Contract With Certified Public Accountant.** The Auditor-Controller of San Bernardino County, shall be the Auditor of the Authority, until otherwise determined by the Authority. As required by Section 6505 of the Act, the Auditor shall make arrangements or



contract with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by generally accepted accounting principles. When such an audit of accounts and records is made by a certified public accountant, a report thereof shall be filed with each Member and each officer of the Agency. Such a report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making an audit pursuant to this section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

**Section 3.05. Officers in Charge of Records, Funds and Accounts.** Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Authority.

**Section 3.06. Legal Advisor.** The Board has the discretion to designate either the County Counsel of San Bernardino County or the Counsel of the Town of Yucca Valley as legal advisor and counsel to the Authority.

**Section 3.07. Other Employees.** The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

**Section 3.08. Officers and Employees of the Authority.** As required by Section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement with no additional compensation. None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board, to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

## ARTICLE IV

### POWERS

**Section 4.01. General Powers.** The Authority shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01, Purpose, of this Agreement. As required in the Act, the Authority shall be a public entity separate from each of the Members.

**Section 4.02. Specific Powers.** The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to acquire, by negotiated purchase or condemnation, construct, manage, maintain or operate any property, building, works, or improvements;
- (e) to acquire, by negotiated purchase or condemnation, hold or dispose of property;
- (f) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (g) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
- (h) to invest any money in the treasury pool as indicated in Section 3.03 of this Agreement; and
- (i) to carry out and enforce all the provisions of this Agreement.

**Section 4.03. Restrictions on Powers.** Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which is designated as San Bernardino County.

**Section 4.04. Obligations of Authority.** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members.

## **ARTICLE V**

### **CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION**

**Section 5.01. Contributions.** The Members may make contributions from their treasuries for the purpose set forth in Section 2.01, Purpose, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of contributions or advances. The provisions of Section 6512.1 of the Act are hereby incorporated into this Agreement by reference.

**Section 5.02. Distribution of Assets upon Termination.** Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all money and other property, both real and personal, of the Authority shall, pursuant to Sections 6511 and 6512 of

the Act, be divided among the Members proportional to the contributions made by the respective Members.

## ARTICLE VI

### LIABILITY, INDEMNIFICATION AND INSURANCE

**Section 6.01. Authority Liability and Indemnification.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. The Board of Directors of the Authority, and the officers, employees, and staff of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistakes of judgment or any other action made, taken or omitted by them in good faith, including without limitation, investment of Authority funds, or failure to invest. No member of the Board of Directors, and no officer or employee of the Authority shall be responsible for any action taken or omitted by any other director, officer or employee. No director, officer or employee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as otherwise provided in Section 3.03. The Authority shall indemnify, defend and hold harmless the individual Board of Director members, and the Authority's officers and employees from any and all claims, actions, losses, damages and/or liability arising from any actions or omissions taken lawfully and in good faith pursuant to this Agreement. The Authority shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Authority's acts, errors or omissions and for any costs or expenses incurred by any Member on account of any claim therefor, except where such indemnification is prohibited by law.

**Section 6.02. Member Indemnification.** Pursuant to the provisions of California Government Code Section 895 et seq., and except as required in Section 6.01, Authority Indemnification of Members, herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

**Section 6.03. Insurance.** The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Authority.

**Section 6.04. Third Party Beneficiaries.** This Agreement and the obligations hereto are not intended to benefit any party other than its Members, except as expressly provided otherwise herein. Only the signatories to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

**Section 7.01. Notices.** Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit in to the U.S. mail, first class, postage prepaid:

San Bernardino County      Third District Supervisor  
County Government Center  
385 North Arrowhead Avenue, 5<sup>th</sup> Floor  
San Bernardino, CA 92415-0110

With a copy to:              San Bernardino County Counsel  
County Government Center  
385 North Arrowhead Avenue, 4<sup>th</sup> Floor  
San Bernardino, CA 92415-0140

Town of Yucca Valley      Town Manager  
57090 29 Palms Highway  
Yucca Valley, CA 92284

With a copy to:              Town Attorney  
57090 29 Palms Highway  
Yucca Valley, CA 92284

The Members may change the above addresses for notice purposes by written notification as provided above to each of the other Members. Said change of address may be filed with the Bylaws. Meeting notices and general correspondence may be served electronically.

**Section 7.02. Law Governing.** This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

**Section 7.03. Amendments.** This Agreement may be amended at any time, or from time to time, by action of all Members hereto, to add additional parties to this agreement or to modify any of its terms.

**Section 7.04. Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 7.05. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. No Member may assign any right or obligation hereunder without the unanimous consent of all Members.

**Section 7.06. Section Headings.** All article and Section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the Section referred to or to define or limit the scope of any provision of this Agreement.

**Section 7.06. Section Headings.** All article and Section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the Section referred to or to define or limit the scope of any provision of this Agreement.

**Section 7.07. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be deemed an original but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, and their official seal to be hereto affixed, as of the day and year written.

**COUNTY OF SAN BERNARDINO**

Paul Blane, Chairman  
Board of Supervisors

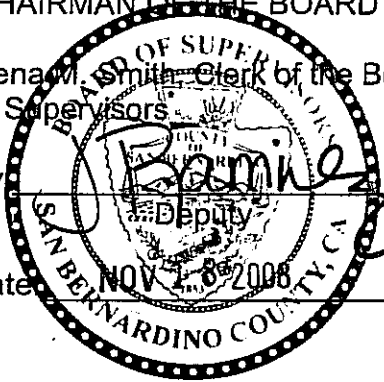
Dated: NOV 18 2008

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Denise M. Smith, Clerk of the Board of Supervisors

By: 

Date: NOV 18 2008



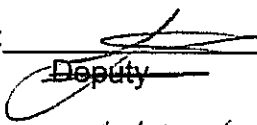
**TOWN OF YUCCA VALLEY**

Mayor  
Town of Yucca Valley

Dated: Nov. 13, 2008

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE MAYOR OF THE BOARD

Janet M. Anderson, Clerk of the Town of Yucca Valley

By: 

Date: 11/13/08

Approved as to Legal Form:

Counsel for Town of Yucca Valley

By: \_\_\_\_\_

Date: 11/13/08

ATTACHMENT A  
PROPOSED WORKPLAN AND SCOPE OF SERVICES

**I. WORKPLAN**

The Authority shall evaluate the possible operational costs associated with operating animal care and control services for the County Morongo Basin region and the Town of Yucca Valley.

The Authority shall accomplish the following Steps over the first twelve (12) months of operations as follows:

Step 1: (0 to 6 months)

The Board of Authority determines and implements its governance and organizational structure.

Step 2: (7 to 9 months)

The Board of the Authority proceeds with the development of the Animal Shelter facility construction plan and finalizes the details for the building location, design and size.

Step 3: (10 to 12 months)

The Board of the Authority evaluates the potential combination of additional animal care and control field services in the County and Town.

**II. SCOPE OF SERVICES**

**A. DEFINITIONS**

1. Shelter Services – Authority shall maintain and operate one or more animal shelters (public pounds) in accordance with the minimum standards prescribed by the State of California and the governing Health Department. Services provided by Authority for the County and Town (for residents or animals within the service area described in Section II.A.8, below) shall include: impounding stray and/or owner released animals; providing proper care and treatment; and quarantining biting animals. Authority shall comply with all County and Town ordinances regarding animals and animal impoundment.
2. Licensing Services – Authority shall collect, on behalf of County and Town, all dog licenses and impounding fees. Authority shall use the most current rates established by County and Town. The JPA Board will decide how to combine and approve joint rates from the County and the Town.
3. Euthanasia – The act of causing the painless and easy death of animals. California Business and Professions Code 4827 (d) allows, "Administering sodium pentobarbital for euthanasia of sick, injured, homeless, or unwanted domestic pets or animals without the presence of a veterinarian when the person is an employee of an

animal control shelter and its agencies or humane society and has received proper training in the administration of sodium pentobarbital for these purposes."

4. Impoundment -- The taking into custody of any animal: (1) found in violation of State, County and/or Town laws and ordinances; (2) for the protection of animal or human health and/or safety; (3) for any similar circumstances; and the animal is housed in a shelter facility or transported to a veterinarian.
5. Neuter/Spay -- The surgical sterilization of any animal resulting in the inability of that animal to produce offspring. Neuter may indicate either male or female, although usually thought of as male, and spay refers to female.
6. Quarantine -- The strict confinement, for a specific amount of time, of an animal, either on private property or in a shelter (or similar) setting, as a result of an incident in which the circumstances may have allowed the exposure/transmission of the virus which causes the disease known as rabies to another animal or human.
7. Stray -- Any animal that has not been in the care and custody of the person delivering and declaring such animal to be a stray for a period in excess of six (6) days.
8. Service Areas - The unincorporated areas of the Morongo Basin region of San Bernardino County and the incorporated area of the Town of Yucca Valley.
9. Quarter or quarterly -- The three-month period beginning with the contract effective date.

## **B. AUTHORITY SERVICE RESPONSIBILITIES**

1. Authority shall accept for impoundment any and all animals, with the exception of horses, cattle, pigs, and other large livestock, from the Service Areas which are brought to the Shelter by Member officers, Sherriff deputies, constable, authorized individuals, and residents of the Services Areas as defined in Section II.A.8, above, subject to availability of space at shelter.
2. Authority shall accept for impoundment any and all stray animals involved in bite cases with the exception of horses, cattle, pigs, and other large livestock which are delivered to the shelter by persons authorized in Section II.A., above, and shall quarantine said animals for the period described by County and Town Codes. Quarantined County animals shall not be released or destroyed without prior written or verbal approval of the County; quarantined Town animals shall not be released or destroyed without prior written or verbal approval of the Town.
3. Authority shall require residents of the Services Areas delivering stray animals to sign an impound slip indicating that the animal is a stray, as described in Section II.A.7, above. The impound slip shall contain a description of the animal, address of person delivering the animal to the shelter, and location where the animal was picked up.

4. Authority shall provide proper care and treatment to any animal impounded in accordance with all provisions of the California Food and Agricultural Code, the Penal Code, and other applicable statutes and regulations pertaining to the operation of an animal shelter.
5. Authority shall accept dead animals with the exception of horses, cattle, pigs, and other large livestock, which are delivered to the shelter by residents of the Service Areas or persons authorized in Section II.A.1., above.
6. Authority shall provide medical and/or veterinary services to any animal delivered to the shelter that is injured or sick.
7. Authority shall maintain and operate an adequate, suitable and sanitary animal shelter (public pound) in compliance with the standards prescribed by the State and the governing Health Department.
8. Authority shall receive animals from the public during the operating hours established by the Board, and shall comply with all state law holding period mandates. Authority shall issue keys to County personnel (Animal Control Officers and Supervisors) and Town personnel or provide other facility access to allow impoundment of animals after hours.
9. Authority shall ensure that animals will be displayed to public to allow owner identification. When animals are wearing identification, known owners will be contacted by telephone and by mail. Owned animal must be held for ten (10) business days. If animals are not redeemed by their owners and adoption holds have not been placed, some may be made available for adoption for an additional time period on a space available basis. Those which are neither redeemed nor adopted may be euthanized after the mandatory hold period, as mandated by provisions in the Food and Agricultural Code, has elapsed from the time said animal was apprehended.
10. Authority shall euthanize all stray animals brought to the shelter by persons authorized in Section II.A.1., above, provided that it is in compliance with State law and no animal so impounded shall be euthanized without notice to the owner of such animal, if that person is known. Animals impounded under the provisions of applicable County and Town Codes shall be euthanized only after the mandatory hold period, as mandated by provisions in the Food and Agricultural Code, has elapsed from the time said animal was apprehended, except when immediate euthanasia of the animal is authorized by State law.
11. Authority shall provide a method of animal euthanasia acceptable to the State, County and Town. All applicable Federal, State, County and Town guidelines shall be followed and the Authority is responsible for employing trained and certified personnel who have been properly trained and certified in performing animal euthanasia.



12. Authority shall obtain prior written approval from County or Town for euthanasia of any animal held at shelter due to a criminal or civil court case involving said animal.
13. Authority shall provide spay or neuter services for adopted animals.
14. Authority shall collect apprehension, shelter and related penalty fees, on behalf of and as directed by Members, using established fees prescribed by County and Town. Authority shall issue receipts for all fees collected and shall keep copies thereof for review and/or audit by County or Town.
15. Authority shall sell and issue dog licenses on behalf of Members to residents living in the Service Areas described in Section II.A.8, above using the fees established by County and Town. The JPA Board will establish a combined fee structure/rate schedule to pay for JPA services. Authority shall issue receipts for all license fees collected and shall keep copies thereof for review and/or audit by County or Town.
16. Authority shall attempt to collect the requisite sums for license fees, where applicable, for all dogs returned to owner or adopted if their dog is four months of age or older, using the prescribed established County or Town fees. Authority shall issue receipts for all such fees collected and shall keep copies thereof for review by County or Town.
17. In the event that a dog impounded by Authority is returned to an owner who is a resident of the Service Areas, or is adopted by a resident of the Service Areas, and no license fee is collected by Authority, Authority shall report to County or Town within fifteen days of adoption or redemption the description of the animal adopted or redeemed and the name(s) and address of the person(s) adopting or redeeming the dog.
18. Authority shall verify dog license status on all impounded dogs for the purpose of ascertaining the number of unlicensed dogs and to foster compliance with County and Town codes.
19. Authority shall maintain records of all animals delivered to Authority by parties authorized in Section II.A.1, above.
20. Within thirty (30) days following the end of the quarter, Authority shall provide to County and Town on a quarterly basis the following information for all animals received by Authority from the Service Areas:
  - a. Number of animals (by species) surrendered by owners.
  - b. Number of stray animals (by species) impounded.
  - c. Number of dead animals (by species) delivered to the shelter.
  - d. Number of injured animals (by species) impounded.
  - e. Number of animals held for observation (by species) and the number of days each animal was held.
  - f. Number of sick/injured animals (by species) received at the shelter.
  - g. Number of animals adopted (by species) or redeemed.
  - h. Number of animal intake (by species) at the shelter.

- i. Number of animals euthanized (by species), if applicable.
  - j. Number of days an animal stayed (by species) in the shelter.
  - k. Number of licenses sold showing the license number that was issued, description of the animal adopted or redeemed, name(s) and addresses(s) of all persons adopting or redeeming, specifying areas of residence whether in the unincorporated area of the County or within the boundaries of a city at the time of the transfer.
  - l. Copy of signed impound slip as described in Section II.B.3., above.
  - m. All information required by Food and Agricultural Code section 32003.
21. Authority shall provide adequate parking for the public, exterior lighting for Animal Control Officer Safety, washout area for all animal control vehicles, and perimeter fencing for containment of escaped animals.

ATTACHMENT B  
JOINT FUNDED ANIMAL SHELTER PROJECT

**I. OBLIGATIONS**

- A. The Town and the County have agreed to provide equal, matching funds for the capital costs of constructing an animal shelter in or near Yucca Valley, California (the Facility) in accordance with the minimum standards prescribed by the State of California and the governing Health Department. The total cost of the Facility shall not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000). The actual cost of the Facility shall be determined upon receipt of bids for same, pursuant to the Public Contracting Code, as described in Section II "Facility Design and Construction", below.
- B. The County has agreed to pay to Authority up to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) toward the cost of constructing the Facility and will appropriate Eight Hundred Seventy-Five Thousand Dollars (\$875,000) in Fiscal Year (FY) 2008-9, Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500) in FY 09-10, and Four Hundred Thirty Seven Thousand Five Hundred Dollars \$437,500 in FY10-11 for this purpose. The Town agrees to appropriate and pay to Authority an equal matching amount over the same period.
- C. The use and expenditure of the County investment related to this Agreement is restricted to the development and construction of the Facility to be located within the Town or the unincorporated areas surrounding the Town. The JPA Board will decide the location of the site. County funds shall not be utilized for any other operational or capital improvements other than the aforementioned Facility.
- D. To facilitate the performance of functions as provided for in this Agreement, it is hereby agreed that the officers, agents, and employees of the Authority and Members shall provide full cooperation and assistance to the other Members .
- E. In the performance of this Agreement, the officers, agents and employees of the Authority and Members shall act in an independent capacity.
- F. It is understood that the funds contributed by the County and Town for the development and construction of the Facility shall be held by Authority in a separate, interest-bearing account to be maintained at an institution agreed upon by the Members (the Shelter Joint Special Revenue Fund (hereafter referred to as the "Joint Fund"). Within fifteen (15) days of receipt by Authority of County funds pursuant to this Agreement, Town shall pay to Authority an equivalent amount of Town funds or identify an alternative Town financing arrangement agreeable to the County. Interest to be paid on the County or the Town funds deposited into the Joint Fund shall accrue within the Joint Fund and be attributable to the joint fund collectively, without regard to funds being attributable to either County or Town individually.

**II. FACILITY DESIGN AND CONSTRUCTION**

- A. The Authority shall function as the Project Manager for this project and shall retain all architects, contractors, engineers, environmental compliance and/or other professionals associated with the construction, construction management, design, environmental compliance or site selection to establish the appropriate site and cost of the Facility.
- B. As the location, design, engineering and specifications of the Facility are not identified at this time, the Members and Authority agree that all designs and specifications for Facility will be jointly developed and approved prior to the procurement or commitment of funds for architects, contractors, engineers, environmental compliance and/or other professionals associated with

the construction, construction management, design, environmental compliance or selection of site. Authority acknowledges that County's review and approval of Facility designs and specifications shall include review by County's Department of Architecture and Engineering, and Authority agrees to reimburse County for costs related to such review.

- C. Authority agrees to engage in a competitive bid process pursuant to the Public Contract Code for all Facility-related project expenses including, but not limited to, construction, construction management, design, environmental compliance, site selection, and project close out, and that the results of such competitive bid process shall be jointly reviewed and approved by the Members prior to the selection of vendors and/or the awarding of contracts.
- D. Authority will make all accounting records, charges, project budgets, reports including audit reports, and transaction costs related to the Facility project, available for inspection and copying by the Members within receipt of seventy-two (72) hours' prior written notice.
- E. It is further agreed by the Members that continued funding for this project beyond Year 1 is dependent upon the Authority making significant progress toward the successful development and construction of the Facility. The following benchmarks have been established to monitor the Authority's performance for this project:
  - 1. Site Selection: to be completed within twelve (12) months from effective date of this Agreement.
  - 2. Environmental Compliance: to be completed within twenty-four (24) months from effective date of this Agreement.
  - 3. Facility Design: to be completed within thirty-six (36) months from effective date of this Agreement.
  - 4. Project Construction: to be completed within forty-eight (48) months from effective date of this Agreement.
- F. Should Authority encounter unanticipated delays in the construction of the Facility, that would make it impossible to meet the benchmarks specified above, Authority shall provide immediate written notice to the Members. Upon receipt of such notice, representatives of the Members shall confer with the Authority's Manager (to be approved by the JPA Board) and/or his/her designee regarding the delay and the estimated new completion date of the project. The Members may then allow the Authority additional time needed to complete the benchmark. However, any modification to the benchmarks must be approved in writing by the Members.