

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Orange County Humane Society
Agreement Type:	To provide animal shelter services
Date Approved:	04 26 2016
Start Date:	01 01 2017
End Date:	12 31 2022 (option to extend 5 years to 12/31/2027)
Contract Amount:	\$290,000
Comments	City Manager's Office
Insurance Expiration:	07 01 2016
Date Archived:	<b>ARCHIVED 06/21/2016</b>



**CITY OF GARDEN GROVE  
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

Bao Nguyen  
Mayor

Steven R. Jones  
Mayor Pro Tem

Christopher V. Phan  
Council Member

Phat Bui  
Council Member

Kris Beard  
Council Member

June 6, 2016

Orange County Humane Society  
21632 Newland Street  
Huntington Beach, CA 92646

Enclosed is a copy of the Agreement by and between the City of Garden Grove and the Orange County Humane Society to provide all materials, equipment, and labor to provide animal shelter services.

The Agreement was approved by the City Council at their meeting on April 26, 2016.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

By: Teresa Pomeroy, CMC  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
City Manager's Office

## ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT is made this 26<sup>th</sup> day of April, 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and Orange County Humane Society, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. \_\_\_\_\_ (April 26, 2016).
2. CITY desires to utilize the services of CONTRACTOR to **furnish all materials, equipment, and labor to provide animal shelter services, as more fully described herein.**

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of five (5) years beginning on January 1, 2017, with an option to extend said agreement an additional five (5) years, for a total performance period of ten (10) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Scope of Services which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Services attached as Attachment A, and incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Compensation under this agreement shall be payable in accordance with Scope of Services in Attachment A. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900, an additional cost of \$20.00 per animal will be charged. At the direction of City, the Contractor shall hold animals longer than the minimum 5 day retention for police purposes, quarantine purposes,

vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day. Additionally, the City will make a contribution toward the expansion of Contractor facilities to include a new drop-off/remote office. To this end, the City agrees to pay up to 25% of the cost of the related tenant improvements, up to \$25,000 in year one.

- 3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving one hundred eighty (180) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.



- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Orange County Humane Society  
21632 Newland Street  
Huntington Beach, CA 92646
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove                      Garden Grove City Attorney  
11222 Acacia Parkway                      11222 Acacia Parkway  
Garden Grove, CA 92840                      Garden Grove, CA 92840
10. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required for the work to be performed under this Agreement.
11. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions

materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

12. **Time of Essence.** Time is of the essence in the performance of this Agreement.
13. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
14. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
15. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\ \\

(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: 5/9/16

**"CITY"**  
**CITY OF GARDEN GROVE**

By: [Signature]  
City Manager

**ATTESTED:**

Kathleen Bailor  
City Clerk

Date: 5/10/16

**"CONTRACTOR"**  
**Orange County Humane Society**

By: [Signature]

Name: Samir S. Botros

Title: officer

Date: 5/5/16

Tax ID No. 952225005

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

[Signature]  
Garden Grove City Attorney

5-9-16  
Date

## Attachment A

### Scope of Services

#### Purpose

Contractor shall provide shelter facilities for all animals that are impounded or quarantined by Garden Grove Animal Care Officers for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

#### Scope of Services

The following is a list of requirements for the Agreement in providing the City of Garden Grove shelter service needs:

1. Acceptance of Animals. The Contractor shall accept animals on behalf of the City of Garden Grove that are brought in by Garden Grove Animal Care Officers. This includes live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
2. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Care Officers with flexibility in drop off times for animals. Numerous drop-offs per day shall be permitted.
3. Facility Requirements. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for quarantined animals and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Garden Grove Animal Care staff reserve the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.
4. Special Handling. The Contractor must ensure the animals with Police Holds, quarantines or pets held in protective custody would be in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Garden Grove Animal Care would have permission to extend a pet's stay if necessary until a case is resolved, e.g., pending cruelty, court case, etc. These animals would not be removed from the isolated area without approval from Garden Grove Animal Care Officers.

5. Other Animals. The Contractor must ensure that the shelter would accept all animals including exotics, birds and livestock.
6. Adoption. The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The Contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Garden Grove Animal Care Officers reserve right to deem vicious animals unsuitable for adoption (i.e. animal with history of vicious behavior).
7. Disposal of Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 5 days, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them without the consent and approval from Garden Grove Animal Care. The Contractor shall be responsible for maintaining animals beyond the minimum 5 days as may be required for the completion of any judicial process or to the extent required by law. Contractor must make all reasonable attempts to reunite animal with owner before euthanasia or adoption, to include accessing current licensing records, using contact information on owner provided tags worn by the animal and scanning all animals to detect implanted computer chips.
8. Euthanasia. Arrange and/or provide for the humane euthanization and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations, which shall not subject such animals to any unnecessary pain.
9. Collection of Fees. The Contractor shall be responsible for collecting all fees (Examples: license fees, spay/neuter fines, subsequent impound fees, etc.) due to the City, issuing receipts for payment and remitting monies due to the City directly to Animal Care staff prior to releasing the animals. The collected fees shall be remitted to the City within 10 working days following the end of the prior month.
10. Care. The best possible care and treatment shall be given to all animals held in custody in accordance with applicable laws. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor should have veterinary services available during normal business hours. Owners would remain responsible for all routine/emergency veterinary care costs.
11. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Garden Grove Animal Care. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals, and fees collected that are payable to the City.

The following is a more comprehensive list of the desired information in monthly report.

- Description of the animal, including its breed, color, size, sex, disposition
  - Who brought in the animal, date animal was brought in, where and how the animal was obtained
  - The animal's owner
  - Duration of stay
  - When the animal was redeemed, who redeemed the animal
  - When the animal was adopted, who adopted the animal and when
  - Name and address of new owner
  - When the animal was euthanized
  - Disposition of all complaints regarding animals
  - All dangerous or potentially dangerous animals and dog-bite incidents
  - All criminal citations issued and their final disposition
  - Fees collected
  - Records of licenses sold with names and addresses
12. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Care Officers employed by the City of Garden Grove with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100mg/ml concentrate, used primarily in dog capture)  
Current usage 2 bottles per Animal Care Officer per month.

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used in dog capture) Current usage 2 bottles per Animal Care Officer per year.

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)  
1-250ml bottle per Animal Care Officer per year.

13. Compensation. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900 an additional cost of \$20.00 per animal will be charged. At the direction of the City, the Contractor shall hold animals longer than the above-stated retention period for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day.





AAAAAN-1

OP ID: AD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Veterinary Ins. Services Co. CA License #0F64180 1400 River Park Drive, #180 Sacramento, CA 95815 Arthur J. Cruz, CIC -VP	<b>CONTACT NAME:</b> Arthur J. Cruz, CIC -VP <b>PHONE (A/C, No, Ext):</b> 888-762-3143 <b>FAX (A/C, No):</b> 916-921-2266 <b>E-MAIL ADDRESS:</b> acruz@visc-ins.com														
<b>INSURED</b> <b>AAA Animal Hospital, Inc.</b> <b>AAA Animal Clinic</b> <b>Orange County Humane Society</b> <b>21632 Newland St.,</b> <b>Huntington Beach, CA 92646</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Fireman's Fund Insurance Co. <i>At, xv</i></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Fireman's Fund Insurance Co. <i>At, xv</i>		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	AZC80904972	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AZC80904972	07/01/2015	07/01/2016	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WZP81027628	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		AZC80904972	07/01/2015	07/01/2016	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured as required by written contract

30 Days Notice of Cancellation / 10 Days NOC for non-payment

*\* Signed for signature purposes  
 Only. Current insurance will be  
 Obtained at start  
 of contract in  
 January 2017*

Reviewed and approved as to insurance language

Requirements

*Neidra M. Jay*  
 Management

**CERTIFICATE HOLDER**

City of Garden Grove, Its  
 Officers Officials Agents  
 Employees & Volunteers  
 P.O. Box 3070  
 Garden Grove, CA 92842

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Arthur J. Cruz, CIC -VP

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**Additional Insured – Owners, Lessees or Contractors – AB 90 67 12 93**  
Policy Amendment Section II

**Insured:** AAA Animal Clinic

**Policy Number** AZC80904972

**Producer** Veterinary Ins Services Co

**Effective Date** 07/01/15

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**Schedule**

**Name of Person(s) or Organization(s)**

City of Garden Grove, its officers, officials, agents, employees and volunteers  
P.O. Box 3070  
Garden Grove, CA 92842

**Primary Insurance:** It is agreed that any person or organization described above is an additional insured, but only with respects to liability arising out of the operation performed for the additional insurance by or on behalf of the named insured. The insurance afforded to such additional insured is primary. Any other insurance such as additional insured may have, will be non-contributing

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement)

The following is Added to Part I – WHO IS AN INSURED in the Business Liability Section of this policy

arising out of **your work** for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respects to liability

All other terms and conditions of the policy apply.

This form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy.

Sally B. Nary

Secretary

Michael E. LaRocco

President

Art Cruz

Authorized Agent

05/31/16

Date

February 02, 2016

**STEVE FRANKS**  
DIRECTOR  
OC COMMUNITY RESOURCES

**SAMIR BOTROS**  
DBA: ORANGE COUNTY HUMANE SOCIETY  
21632 NEWLAND ST  
HUNTINGTON BCH CA 92646

**JENNIFER HAWKINS, DVM**  
DIRECTOR  
OC ANIMAL CARE

RE: Animal Facility Permit

**KAREN ROPER**  
DIRECTOR  
OC COMMUNITY SERVICES

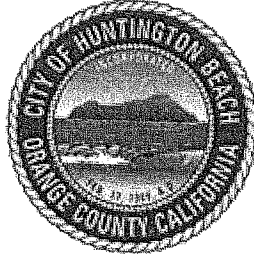
Dear SAMIR BOTROS

Attached is a copy of your current animal facility license. Per the County's Rules and Regulations, Resolution No. 76-626, sec. 2.06 License to be Displayed requires the attached license to be displayed in a manner that is visible for all to see.

**STACY BLACKWOOD**  
DIRECTOR  
OC PARKS

Orange County Codified Ordinance, Title 5, Article 2, Section 5-1-29 Licenses or

**City Of Huntington Beach**  
**Business License**

<b>Business Name / Service Address</b> ORANGE COUNTY HUMANE SOCIETY 21632 NEWLAND HUNTINGTON BEACH		<b>License Number</b> A243294
<b>License Type</b> Exempt		<b>Effective Date</b> 01/01/2014 <b>Expiration Date</b> 12/31/2016
<b>Owner / Corporation</b> O C HUMANE SOCIETY		<b>Amount Paid</b> \$0.00 <b>SIC</b> 740

THIS LICENSE IS ONLY FOR THE BUSINESS AND TYPE SHOWN. IT IS FOR THE PERSON TO WHOM ISSUED AND IS NON-TRANSFERABLE. RENEWAL IS DUE ON OR BEFORE THE EXPIRATION DATE.

POST IN PUBLIC VIEW



**ANIMAL FACILITY LICENSE**

R15-106768

**OWNER:** SAMIR BOTROS  
**DBA:** ORANGE COUNTY HUMANE SOCIETY  
**LOCATION:** 21632 NEWLAND ST  
**CITY / STATE / ZIP** HUNTINGTON BCH CA 92646  
**SPECIES AND NUMBER OF ANIMALS:** DOGS 64  
CATS 69  
**EXPIRES:** 12/17/2016

Jennifer Hawkins, DVM  
Director, OC Animal Care

CONSIDERATION AND APPROVAL OF AGREEMENT WITH THE ORANGE COUNTY  
HUMANE SOCIETY FOR ANIMAL SHELTER SERVICES

(F: 55-Orange County Humane Society)

Council Member Beard announced that he would be recusing himself from this discussion as his employment with the County is within the department that has direct contact with animal care services.

COUNCIL MEMBER BEARD LEFT THE MEETING

Council Member Phan announced that although he is a County employee with the District Attorney's Office he has no direct contact with animal care services.

Following staff's presentation and City Council discussion, it was moved by Council Member Phan, seconded by Council Member Jones that:

The agreement between the Orange County Humane Society and the City for the provision of animal shelter services be approved;

Staff be directed to terminate the existing agreement with the County upon execution of the agreement with the Orange County Humane Society; and

Staff be directed to advise the County in writing that the City will not enter into a participation agreement for a new animal shelter.

The motion carried by a 4-0-1 vote as follows:

Ayes:	(4)	Bui, Jones, Nguyen, Phan
Noes:	(0)	None
Absent	(1)	Beard

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe  
Dept.: City Manager Dept.: City Manager  
Subject: Consideration and approval of Date: 4/26/2016  
agreement with the Orange County  
Humane Society for animal shelter  
services. (Action Item)

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OBJECTIVE

The purpose of this report is for the City Council to consider an agreement with Orange County Humane Society for the provision of animal shelter services.

BACKGROUND

The City has contracted with the County to provide animal care services since July 1982. The services provided include animal control services, animal care special services, animal shelter services and barking dog complaint services. Animal control services are those services provided by animal care officers in the field, including the apprehension of stray animals and the investigation of animal related complaints. Special services consist primarily of licensing animals and animal related facilities. Animal shelter services are those services provided by the animal shelter, including the impounding of animals.

At the February 9 and March 22, 2016 City Council Meetings, staff provided the City Council with updates on the County's plan and accelerated schedule to build a new animal shelter on 10 acres of land at the former Tustin Marine Base. The schedule specifies a ground breaking in June of 2016 and an opening in September of 2017. In order to meet this schedule, the County has asked cities to make a ten-year commitment by April 30, 2016. The major terms of the 10-year agreements are outlined in Attachment 1.

In general, services provided by the County have been very good. However, since FY 2011-12, Garden Grove's costs have increased 79% from \$729,000 to a projected \$1,307,631 for FY 2015-16. Additionally, the City is being asked to pay 13.8% of the new animal shelter cost, adding an estimated new animal shelter payment of \$430,828 to current service costs. For FY 2016-17, Garden Grove's estimated program cost, including the new shelter payment is \$1,738,459. (See Attachment 2 for County Agreements.)

Although the County has provided financial details and support for the increases in service costs and need for the new shelter, the City's revenues have not increased accordingly and the City is struggling with a structural deficit. Consequently, staff has explored and evaluated potential alternative animal care service options.

DISCUSSION

The Orange County Humane Society (OCHS) submitted a term sheet for the provision of animal shelter services to the City, which has since been incorporated into a proposed Animal Shelter Services Agreement (see Attachment 3). Under the terms of the Agreement, OCHS would provide shelter facilities and services for all animals that are impounded or quarantined in the City's jurisdiction. The facilities would be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

The term of the agreement would be for a period of five years beginning on January 1, 2017, with an option to extend the agreement for an additional five years. Compensation would be provided at a flat rate cost of \$290,000 for up to 3,500 animals and \$310,000 for up to 3,900 animals per year. For animals over 3,900 an additional cost of \$20 per animal will be charged. At the direction of the City, OCHS would hold animals

longer than the minimum retention period for police and other specified purposes at an additional charge of \$9.00/dog and \$7.00/cat for each additional day. Additionally, the City would make a one-time financial contribution of up to \$25,000 toward the expansion of OCHS facilities for a new drop-off/remote office that would provide additional space to accommodate the City's animal shelter needs. Photographs of the existing OCHS facility are included in Attachment 4.

While the agreement specifies a minimum 5-day retention period on behalf of the City, unclaimed animals thereafter become the property of OCHS for purposes of adoption. OCHS euthanasia statistics are included in Attachment 5.

The proposed agreement with OCHS does not include field or animal licensing services. Therefore, field and licensing services would need to be undertaken by City staff. The Public Works Department would administer these services with support from the Police Department as well as other City departments as needed. Attachment 6 outlines the primary staffing and related cost components.

Aside from the County and OCHS, there are no other services providers that can accommodate the City's animal care and shelter needs at this time. Based on discussions with the City of Costa Mesa, who has contracted with the OCHS for the past seven years and operates an effective field service program, staff is confident that a high quality, effective program and partnership can be established.

#### Response to Questions and Concerns Directed to the Board of Supervisors

Following discussion at the March 22 City Council meeting, regarding animal care services, the City Council directed the City Manager to send a letter to the Orange County Board of Supervisors outlining the City Council's concerns with rising program costs, the potential \$35 million cost of building a new animal shelter and the need for enhanced communication with the public. (See City Manager's letter, Attachment 7.) The City received a response to the City Manager's letter on April 21, 2016. This response outlined the County's answers to the City's questions regarding program costs, the costs of the new animal shelter, and enhancing communication with our diverse community. To assist the City with comparing the proposed service model (OCHS-GG animal care) with current Orange County Animal Care services, the County's response also includes a summary of current services provided for the City. (See Attachment 8 for the County's response to the City Council's concerns.)

#### FINANCIAL IMPACT

Contracting with the County for field and shelter animal care services is estimated to cost \$1,738,459 per year, including the new shelter payment. Contracting with OCHS for animal shelter services, for the first year, is estimated to cost approximately \$335,000; this includes a one-time \$25,000 expenditure for a facility expansion. Field and licensing services, provided by the City's Public Works Department, for the first year include a one-time start-up cost of \$423,800 and an ongoing cost of \$568,360 per year. The total cost of the animal care program utilizing OCHS and City staff is estimated to be \$1,327,160 for the first year and \$878,360 for ongoing yearly expenses. Over a ten-year period the estimated cost for animal care services provided by the County is \$17,384,590 compared to \$9,232,400 for the combined OCHS-City staff program. (See Attachment 9 for ten year cost comparison.)

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement for the provision of animal shelter services between the Orange County Humane Society and the City of Garden Grove;
- Direct staff to terminate the existing agreement with the County upon execution of the agreement with Orange County Humane Society; and
- Direct staff to advise the County in writing that the City will not enter into a participation agreement for a new animal shelter.

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
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Major Terms of New Agreements with the County for Shelter Construction and Services Participation and Service Agreements with the County Agreement with OCHS for Animal Shelter Services Photographs of OCHS Facility OCHS Euthanasia Statistics City of Garden Grove Animal Control Cost Estimation City Manager Letter to Orange County Board of Supervisors Response Letter from Orange County Community Resources Ten-Year Cost Comparison	4/22/2016	Backup Material	Attachment_1._Major_Terms_of_New_Agreements_with_County_For_Shelter_Construction_and_Services.Final.pdf
	4/22/2016	Backup Material	OCAC_Participation_Agreement_and_Service_Agreement.pdf
	4/22/2016	Backup Material	Signed_PROFESSIONAL_SERVICES_CONTRACT.OCHS.4.20.16_(1).pdf
	4/22/2016	Backup Material	OCHS.Photos.pdf
	4/22/2016	Cover Memo	OCHS_Euthanasia_Statistics.pdf
	4/22/2016	Backup Material	GG_Cost_Estimate._Animal_Care_with_Detail.pdf
	4/22/2016	Backup Material	OCBOS.Animal_Care.3.28.16.pdf
	4/22/2016	Backup Material	OCAC_Response_Letter.4.15.16.pdf
	4/22/2016	Backup Material	Animal_Care_Services_10-Year_Comparison.4.26.16.xlsx

## MAJOR TERMS

### Participation Agreement (New Shelter)

1. Establishes a Design Advisory Board consisting of three (3) city representatives. Two of the representatives must be from cities individually constituting more than 8% of the total usage of the existing shelter (Anaheim, Santa Ana, Garden Grove or Orange).
2. If at any time the County elects to discontinue providing animal sheltering services, the cities have an option to take over the operation of the shelter from the County under a ground lease arrangement. This option is in play for 55 years.
3. Maximum shelter cost is based on a \$35M shelter with the County contributing the first \$5M toward costs incurred after April 1, 2016. The remaining \$30M is divided proportionally among cities based on the previous 5 years of shelter usage. See attached draft exhibit D.
4. Payments may be made in advance, or at the election of each individual city, over a ten year period. For those cities electing the 10 year payment period, payments will be due quarterly beginning in October 2016 and will include an additional funding cost (0.77%) See attached draft exhibit E.
5. After year 5, each city's respective percentage share of the maximum construction costs shall be recalculated based on the same formula as set forth in draft exhibit D but using then current statistical data. If any city's respective percentage share is altered by the recalculation by more than 5%, then each city's total share of the maximum construction costs shall be recalculated so that the originally calculated percentage shall be applied to one half of the maximum construction costs and the recalculated percentage shall be applied to the second half of the maximum construction costs.
6. No city will be added to OC Animal Care program for a period of three years to allow for appropriate sizing and establishment of operational protocols for the new shelter. New cities will be required to pay a pro rata portion of the maximum construction costs

7. Any excess funds (maximum construction costs less actual construction costs) shall be credited to cities against future charges under each city's Services Agreement.
8. Participating cities are making a ten (10) year operational commitment.
9. Maximum construction costs may increase under the following conditions:
  - I. The recalculation under number 5 above. There will be winners and losers, if applied.
  - II. One or more cities fail to execute the Participation Agreement. The maximum shelter cost of \$35M is based on all existing contract cities signing the Participation Agreement. If any cities do not sign the Participation Agreement, then the maximum cost to the remaining cities may increase. While there is built-in scalability in the County's design-build contract, there are also some fixed costs that cannot be adjusted.
  - III. When a city fails to make payment under the 10 year payment plan. If a city defaults on its payments, the County will pursue all legal remedies and the remaining cities may also pursue legal remedies. Should the non-paying city pay any amount owing, the increased cost to other cities will be reimbursed.

### **Agreement for Provision of Animal Care Services**

- A. Ten year term. County will still issue an annual Notice of Intent.
- B. May be terminated by County immediately upon default by a city under the Services Agreement or the Participation Agreement.
- C. County will no longer be able to terminate without cause.
- D. City and County may agree to individualized services if the resulting service level will not conflict with state or federal statutes and not endanger the public health.



- F. The FOAB is changed to the City Managers Association Animal Care Committee (CMAAC) and will be constituted at the discretion of the cities. The County no longer has the right to change the constitution of the committee.
- G. No less than once every three years, the County will engage an external auditor to review city billings.
- H. The Services Agreement must be executed simultaneously with the Participation Agreement.

**IMPORTANT NOTE**

*The County is requesting that cities approve and execute the agreements by April 1. If an individual city requires more time, they should contact Steve Franks directly at (714) 480-2788.*

\$35,000,000 \*

\$5,000,000 County Contribution  
\$30,000,000 Contract Cities Funding Share

\*Costs included are identified in Section 2.1 of the Participation Agreement.

**Participation Formula**

The total projected cost to the Contract Cities is based on \$30.0 million as the total contract city contribution. The distribution among the Contract Cities is an estimate assuming participation by all 18 cities currently contracting with the County for OC Animal Shelter services. Estimates do not include Additional Funding Costs associated with a 10-year Payment Schedule.

Estimated costs for each city are based on a historical five-year average of Animal Charge Days, expressed as a percentage of the total. Animal Charge Days represents the number of days animals receive board and care at OCAC.

Calculation of pro rata portion of Maximum Construction Costs for new cities added after initial contract execution and three year period as set forth in Section 3. of the Participation Agreement will be based upon comparability to similar sized cities under contract with the County based upon a five year average annual Shelter Utilization figure using actual admissions and shelter days for the new city with their current/previous Shelter provider. In the absence of available shelter data for a new city, the pro rata portion will be based upon comparability to similar sized cities under contract with the County based upon city population as identified in the most recent California State Department of Finance publications.

	Distribution of Cities' Share of Maximum Construction Costs	
Anaheim	\$ 7,017,529	23.39%
Brea	\$ 367,454	1.22%
Cypress	\$ 568,874	1.90%
Fountain Valley	\$ 777,973	2.59%
Fullerton	\$ 2,240,317	7.47%
Garden Grove	\$ 4,142,755	13.81%
Huntington Beach	\$ 1,829,954	6.10%
Laguna Hills	\$ 222,122	0.74%
Lake Forest	\$ 555,539	1.85%
Orange	\$ 2,467,472	8.22%
Placentia	\$ 548,846	1.83%
Rancho Santa Margarita	\$ 209,618	0.70%
San Juan Capistrano	\$ 270,168	0.90%
Santa Ana	\$ 6,867,112	22.89%
Stanton	\$ 612,821	2.04%
Tustin	\$ 791,152	2.64%
Villa Park	\$ 46,853	0.16%
Yorba Linda	\$ 463,442	1.54%
<b>Total</b>	<b>\$ 30,000,000</b>	<b>100.00%</b>

Quarterly Payment Schedule

# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Cumulative Cities Share of MCC	Cumulative Additional Funding Cost	Ending Balance
Year Average* (%)								
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00			29,277,783.19
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	723,607.08	56,359.73	28,554,176.11
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	1,448,607.10	111,326.52	27,829,176.09
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	2,175,002.75	164,897.68	27,102,780.44
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	2,902,796.71	217,070.53	26,374,986.48
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	3,631,991.67	267,842.38	25,645,791.52
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	4,362,590.33	317,210.53	24,915,192.86
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	5,094,595.39	365,172.28	24,183,187.80
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	5,828,009.56	411,724.92	23,449,773.63
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	6,562,835.56	456,865.73	22,714,947.63
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	7,299,076.10	500,592.00	21,978,707.09
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	8,036,733.90	542,901.01	21,241,049.29
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	8,775,811.69	583,790.03	20,501,971.50
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	9,516,312.20	623,256.33	19,761,470.99
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	10,258,238.18	661,297.16	19,019,545.01
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	11,001,592.37	697,909.78	18,276,190.82
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	11,746,377.51	733,091.45	17,531,405.68
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	12,492,596.36	766,839.41	16,785,186.83
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	13,240,251.69	799,150.89	16,037,531.50
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	13,989,346.25	830,023.14	15,288,436.94
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	14,739,882.82	859,453.38	14,537,900.37
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	15,491,864.17	887,438.84	13,785,919.02
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	16,245,293.09	913,976.73	13,032,490.10
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	17,000,172.36	939,064.27	12,277,610.83
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	17,756,504.77	962,698.67	11,521,278.42
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	18,514,293.12	984,877.13	10,763,490.07
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	19,273,540.21	1,005,596.85	10,004,242.98
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	20,034,248.85	1,024,855.02	9,243,534.34
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	20,796,421.86	1,042,648.82	8,481,361.33
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	21,560,062.05	1,058,975.44	7,717,721.14
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	22,325,172.25	1,073,832.05	6,952,610.94
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	23,091,755.28	1,087,215.83	6,186,027.91
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	23,859,813.99	1,099,123.93	5,417,969.20
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	24,629,351.21	1,109,553.52	4,648,431.98
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	25,400,369.79	1,118,501.75	3,877,413.40
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	26,172,872.58	1,125,965.77	3,104,910.61
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	26,946,862.44	1,131,942.72	2,330,920.75
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	27,722,342.23	1,136,429.74	1,555,440.96
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	28,499,314.82	1,139,423.96	778,468.37
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	29,277,783.08	1,140,922.51	0.11
TOTAL			31,198,672.40	29,999,999.89	1,198,672.51			

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EXHIBIT E

BOND

30,000,000.00

0.77%

40

\$779,966.81

Beginning Balance	Payment	FOUNTAIN VALLEY				FULLERTON				GARDEN GROVE				HUNTINGTON B	
		Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost
30,000,000.00	\$779,966.81	722,215.81	57,750.00	20,226.43	18,728.84	1,497.60	53,933.15	58,245.76	107,707.04	13.81%	7,974.80	99,732.24	47,576.78	44,054.	
29,271,783.19	779,966.81	723,607.08	56,359.79	20,226.43	18,764.89	1,461.54	54,036.97	58,245.76	107,707.04		7,782.82	99,924.23	47,576.78	44,138.	
28,554,176.11	779,966.81	725,000.02	54,966.79	20,226.43	18,801.01	1,425.42	54,140.99	58,245.76	107,707.04		7,590.46	100,116.58	47,576.78	44,223.	
27,829,176.09	779,966.81	726,395.65	53,571.16	20,226.43	18,837.20	1,389.23	54,245.22	58,245.76	107,707.04		7,397.74	100,309.30	47,576.78	44,309.	
27,102,780.44	779,966.81	727,793.96	52,172.85	20,226.43	18,873.47	1,352.97	54,349.64	58,245.76	107,707.04		7,204.64	100,502.40	47,576.78	44,394.	
26,374,986.48	779,966.81	729,194.96	50,771.85	20,226.43	18,909.80	1,316.64	54,454.26	58,245.76	107,707.04		7,011.18	100,695.87	47,576.78	44,479.	
25,645,791.52	779,966.81	730,598.66	49,368.15	20,226.43	18,946.20	1,280.24	54,559.08	58,245.76	107,707.04		6,817.34	100,889.71	47,576.78	44,565.	
24,915,192.86	779,966.81	732,005.06	47,961.75	20,226.43	18,982.67	1,243.76	54,654.11	58,245.76	107,707.04		6,623.13	101,083.92	47,576.78	44,651.	
24,183,187.80	779,966.81	733,414.17	46,552.64	20,226.43	19,019.21	1,207.22	54,759.34	58,245.76	107,707.04		6,428.54	101,278.50	47,576.78	44,737.	
23,449,773.63	779,966.81	734,826.00	45,140.81	20,226.43	19,055.82	1,170.61	54,874.77	58,245.76	107,707.04		6,233.58	101,473.47	47,576.78	44,823.	
22,714,947.63	779,966.81	736,240.54	43,726.27	20,226.43	19,092.51	1,133.93	54,980.40	58,245.76	107,707.04		6,038.24	101,668.80	47,576.78	44,909.	
21,978,707.09	779,966.81	737,657.80	42,309.01	20,226.43	19,129.26	1,097.18	55,086.24	58,245.76	107,707.04		5,842.53	101,864.52	47,576.78	44,996.	
21,241,049.29	779,966.81	739,077.79	40,889.02	20,226.43	19,166.08	1,060.35	55,192.28	58,245.76	107,707.04		5,646.44	102,060.60	47,576.78	45,082.	
20,501,971.50	779,966.81	740,500.51	39,466.30	20,226.43	19,202.98	1,023.46	55,298.53	58,245.76	107,707.04		5,449.97	102,257.07	47,576.78	45,169.	
19,761,470.99	779,966.81	741,925.98	38,040.83	20,226.43	19,239.94	986.49	55,404.98	58,245.76	107,707.04		5,253.13	102,453.92	47,576.78	45,256.	
19,019,545.01	779,966.81	743,354.19	36,612.62	20,226.43	19,276.98	949.45	55,511.63	58,245.76	107,707.04		5,055.90	102,651.14	47,576.78	45,343.	
18,276,190.82	779,966.81	744,785.14	35,181.67	20,226.43	19,314.09	912.35	55,618.49	58,245.76	107,707.04		4,858.30	102,848.74	47,576.78	45,430.	
17,531,405.68	779,966.81	746,218.85	33,747.96	20,226.43	19,351.27	875.17	55,725.56	58,245.76	107,707.04		4,660.32	103,046.73	47,576.78	45,518.	
16,785,186.83	779,966.81	747,655.33	32,311.48	20,226.43	19,388.52	837.92	55,832.83	58,245.76	107,707.04		4,461.95	103,245.09	47,576.78	45,605.	
16,037,531.50	779,966.81	749,094.56	30,872.25	20,226.43	19,425.84	800.59	55,940.31	58,245.76	107,707.04		4,263.21	103,443.84	47,576.78	45,693.	
15,288,436.94	779,966.81	750,536.57	29,430.24	20,226.43	19,463.24	763.20	56,047.99	58,245.76	107,707.04		4,064.08	103,642.97	47,576.78	45,781.	
14,537,900.37	779,966.81	751,981.35	27,985.46	20,226.43	19,500.70	725.73	56,155.88	58,245.76	107,707.04		3,864.56	103,842.48	47,576.78	45,869.	
13,785,919.02	779,966.81	753,428.92	26,537.89	20,226.43	19,538.24	688.19	56,263.98	58,245.76	107,707.04		3,664.67	104,042.38	47,576.78	45,958.	
13,032,490.10	779,966.81	754,879.27	25,087.54	20,226.43	19,575.85	650.58	56,372.29	58,245.76	107,707.04		3,464.38	104,242.66	47,576.78	46,046.	
12,277,610.83	779,966.81	756,332.41	23,634.40	20,226.43	19,613.54	612.90	56,480.81	58,245.76	107,707.04		3,263.72	104,443.33	47,576.78	46,135.	
11,521,278.42	779,966.81	757,788.35	22,178.46	20,226.43	19,651.29	575.14	56,589.53	58,245.76	107,707.04		3,062.66	104,644.38	47,576.78	46,223.	
10,763,490.07	779,966.81	759,247.09	20,719.72	20,226.43	19,689.12	537.31	56,698.47	58,245.76	107,707.04		2,861.22	104,845.82	47,576.78	46,312.	
10,004,242.98	779,966.81	760,708.64	19,258.17	20,226.43	19,727.02	499.41	56,807.61	58,245.76	107,707.04		2,659.40	105,047.65	47,576.78	46,402.	
9,243,534.34	779,966.81	762,173.01	17,793.60	20,226.43	19,765.00	461.44	56,916.97	58,245.76	107,707.04		2,457.18	105,249.87	47,576.78	46,491.	
8,481,361.33	779,966.81	763,640.19	16,325.62	20,226.43	19,803.05	423.39	57,026.53	58,245.76	107,707.04		2,254.57	105,452.47	47,576.78	46,580.	
7,717,721.14	779,966.81	765,110.20	14,856.61	20,226.43	19,841.17	385.27	57,136.31	58,245.76	107,707.04		2,051.58	105,655.47	47,576.78	46,670.	
6,952,610.94	779,966.81	766,583.03	13,383.78	20,226.43	19,879.36	347.07	57,246.30	58,245.76	107,707.04		1,848.19	105,858.85	47,576.78	46,760.	
6,186,027.91	779,966.81	768,058.71	11,908.10	20,226.43	19,917.63	308.81	57,356.50	58,245.76	107,707.04		1,644.41	106,062.63	47,576.78	46,850.	
5,417,969.20	779,966.81	769,537.22	10,429.59	20,226.43	19,955.97	270.46	57,466.91	58,245.76	107,707.04		1,440.24	106,266.80	47,576.78	46,940.	
4,648,431.98	779,966.81	771,018.58	8,948.23	20,226.43	19,994.39	232.05	57,577.53	58,245.76	107,707.04		1,235.68	106,471.37	47,576.78	47,030.	
3,877,433.40	779,966.81	772,502.79	7,464.02	20,226.43	20,032.87	193.56	57,688.37	58,245.76	107,707.04		1,030.72	106,676.32	47,576.78	47,121.	
3,104,910.61	779,966.81	773,989.86	5,976.95	20,226.43	20,071.44	155.00	57,799.42	58,245.76	107,707.04		825.37	106,881.68	47,576.78	47,212.	
2,330,920.75	779,966.81	775,479.79	4,487.02	20,226.43	20,110.08	116.36	57,910.68	58,245.76	107,707.04		619.62	107,087.42	47,576.78	47,303.	
1,555,440.96	779,966.81	776,972.59	2,994.22	20,226.43	20,148.79	77.65	58,022.16	58,245.76	107,707.04		413.48	107,293.57	47,576.78	47,394.	
778,468.37	779,966.81	778,468.26	1,498.55	20,226.43	20,187.57	38.86	58,133.85	58,245.76	107,707.04		205.94	107,500.11	47,576.78	47,485.	
<b>31,198,672.40</b>	<b>29,999,999.89</b>	<b>1,198,672.51</b>	<b>809,057.39</b>	<b>777,972.90</b>	<b>31,084.49</b>	<b>89,513.54</b>	<b>4,308,281.77</b>	<b>4,142,750.88</b>	<b>1,903,071.28</b>	<b>165,526.88</b>	<b>1,829,954.</b>				



EXHIBIT E

DATA

ion Costs 30,000,000.00  
 0.77%  
 40  
 \$779,966.81

Beginning Balance	Payment	LAGUNA HILLS			LAKE FOREST			ORANGE			PLACENTIA		
		Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Additional Funding Cost	Total Payment	
30,000,000.00	\$779,966.81	722,216.81	57,750.00	5,774.93	427.59	14,443.40	13,373.99	1,069.41	64,151.54	59,401.66	4,749.88	14,268.39	13,212.12
29,227,783.19	779,966.81	723,607.08	56,359.73	5,774.93	417.29	14,443.40	13,379.73	1,043.67	64,151.54	59,516.01	4,635.54	14,269.39	13,238.13
28,554,176.11	779,966.81	725,000.02	54,966.79	5,774.93	406.98	14,443.40	13,425.53	1,017.87	64,151.54	59,630.58	4,520.97	14,269.39	13,263.13
27,829,176.09	779,966.81	726,395.65	53,571.16	5,774.93	396.64	14,443.40	13,451.37	992.03	64,151.54	59,745.37	4,406.18	14,269.39	13,289.13
27,102,780.44	779,966.81	727,793.96	52,172.85	5,774.93	386.29	14,443.40	13,477.27	966.14	64,151.54	59,860.38	4,291.17	14,269.39	13,314.13
26,374,986.48	779,966.81	729,194.96	50,771.85	5,774.93	375.92	14,443.40	13,503.21	940.19	64,151.54	59,975.61	4,175.94	14,269.39	13,340.13
25,645,192.86	779,966.81	730,598.66	49,368.15	5,774.93	365.53	14,443.40	13,529.20	914.20	64,151.54	60,091.06	4,060.48	14,269.39	13,366.13
24,915,192.86	779,966.81	732,005.06	47,961.75	5,774.93	355.11	14,443.40	13,555.25	888.15	64,151.54	60,206.74	3,944.81	14,269.39	13,391.13
24,183,187.80	779,966.81	733,414.17	46,552.64	5,774.93	344.68	14,443.40	13,581.34	862.06	64,151.54	60,322.63	3,828.91	14,269.39	13,417.13
23,449,775.63	779,966.81	734,826.00	45,140.81	5,774.93	334.23	14,443.40	13,607.49	835.92	64,151.54	60,438.76	3,712.79	14,269.39	13,443.13
22,714,947.63	779,966.81	736,240.54	43,726.27	5,774.93	323.75	14,443.40	13,633.68	809.72	64,151.54	60,555.10	3,596.45	14,269.39	13,469.13
21,978,707.09	779,966.81	737,657.80	42,309.01	5,774.93	313.26	14,443.40	13,659.93	783.48	64,151.54	60,671.67	3,479.88	14,269.39	13,495.13
21,241,049.29	779,966.81	739,077.79	40,889.02	5,774.93	302.75	14,443.40	13,686.22	757.18	64,151.54	60,788.46	3,363.08	14,269.39	13,521.13
20,501,971.50	779,966.81	740,500.51	39,466.30	5,774.93	292.21	14,443.40	13,712.57	730.84	64,151.54	60,905.48	3,246.07	14,269.39	13,547.13
19,761,470.99	779,966.81	741,925.98	38,040.83	5,774.93	281.66	14,443.40	13,738.96	704.44	64,151.54	61,022.72	3,128.82	14,269.39	13,573.13
19,019,545.01	779,966.81	743,354.19	36,612.62	5,774.93	271.08	14,443.40	13,765.41	677.99	64,151.54	61,140.19	3,011.35	14,269.39	13,599.13
18,276,190.82	779,966.81	744,785.14	35,181.67	5,774.93	260.49	14,443.40	13,791.91	651.49	64,151.54	61,257.89	2,893.66	14,269.39	13,625.13
17,531,405.68	779,966.81	746,218.85	33,747.96	5,774.93	249.87	14,443.40	13,818.46	624.94	64,151.54	61,375.81	2,775.74	14,269.39	13,651.13
16,785,186.83	779,966.81	747,655.33	32,311.48	5,774.93	239.24	14,443.40	13,845.06	598.34	64,151.54	61,493.96	2,657.59	14,269.39	13,677.13
16,037,531.50	779,966.81	749,094.56	30,872.25	5,774.93	228.58	14,443.40	13,871.71	571.69	64,151.54	61,612.33	2,539.21	14,269.39	13,703.13
15,288,436.94	779,966.81	750,536.57	29,430.24	5,774.93	217.90	14,443.40	13,898.41	544.99	64,151.54	61,730.93	2,420.61	14,269.39	13,729.13
14,537,900.37	779,966.81	751,981.35	27,985.46	5,774.93	207.21	14,443.40	13,925.17	518.23	64,151.54	61,849.77	2,301.76	14,269.39	13,755.13
13,785,919.02	779,966.81	753,428.92	26,537.89	5,774.93	196.49	14,443.40	13,951.97	491.43	64,151.54	61,968.83	2,182.72	14,269.39	13,781.13
13,032,490.10	779,966.81	754,879.27	25,087.54	5,774.93	185.75	14,443.40	13,978.83	464.57	64,151.54	62,088.12	2,063.43	14,269.39	13,807.13
12,277,610.83	779,966.81	756,332.41	23,634.40	5,774.93	174.99	14,443.40	14,005.74	437.66	64,151.54	62,207.64	1,943.91	14,269.39	13,833.13
11,521,278.42	779,966.81	757,788.35	22,178.46	5,774.93	164.21	14,443.40	14,032.70	410.70	64,151.54	62,327.39	1,824.16	14,269.39	13,859.13
10,763,480.07	779,966.81	759,247.09	20,719.72	5,774.93	153.41	14,443.40	14,059.71	383.69	64,151.54	62,447.37	1,704.15	14,269.39	13,885.13
10,004,242.98	779,966.81	760,708.64	19,258.17	5,774.93	142.59	14,443.40	14,086.78	356.62	64,151.54	62,567.58	1,583.97	14,269.39	13,911.13
9,243,534.34	779,966.81	762,173.01	17,793.80	5,774.93	131.75	14,443.40	14,113.90	329.51	64,151.54	62,688.02	1,463.52	14,269.39	13,937.13
8,481,361.33	779,966.81	763,640.19	16,326.62	5,774.93	120.88	14,443.40	14,141.07	302.34	64,151.54	62,808.70	1,342.85	14,269.39	13,963.13
7,717,721.14	779,966.81	765,110.20	14,856.61	5,774.93	110.00	14,443.40	14,168.29	275.11	64,151.54	62,929.60	1,221.94	14,269.39	13,989.13
6,952,610.94	779,966.81	766,583.03	13,383.78	5,774.93	99.09	14,443.40	14,195.56	247.84	64,151.54	63,050.74	1,100.80	14,269.39	14,015.13
6,186,027.91	779,966.81	768,058.71	11,908.10	5,774.93	88.17	14,443.40	14,222.89	220.51	64,151.54	63,172.11	979.43	14,269.39	14,041.13
5,417,969.20	779,966.81	769,537.22	10,429.59	5,774.93	77.22	14,443.40	14,250.27	193.13	64,151.54	63,293.72	857.82	14,269.39	14,067.13
4,648,431.98	779,966.81	771,018.58	8,948.23	5,774.93	66.25	14,443.40	14,277.70	165.70	64,151.54	63,415.56	735.98	14,269.39	14,105.13
3,877,413.40	779,966.81	772,502.79	7,464.02	5,774.93	55.26	14,443.40	14,305.18	138.22	64,151.54	63,537.64	613.91	14,269.39	14,131.13
3,104,910.61	779,966.81	773,989.86	5,976.95	5,774.93	44.25	14,443.40	14,332.72	110.68	64,151.54	63,659.95	491.60	14,269.39	14,160.13
2,330,920.75	779,966.81	775,479.79	4,487.02	5,774.93	33.22	14,443.40	14,360.31	83.09	64,151.54	63,782.49	369.05	14,269.39	14,187.13
1,555,400.96	779,966.81	776,972.59	2,994.22	5,774.93	22.17	14,443.40	14,387.96	55.45	64,151.54	63,905.27	246.27	14,269.39	14,214.13
778,468.37	779,966.81	778,468.26	1,498.55	5,774.93	11.10	14,443.40	14,415.65	27.75	64,151.54	64,028.29	123.25	14,269.39	14,241.13
31,198,672.40	29,999,999.89	1,198,672.51	230,997.15	222,122.10	8,875.06	256,776.08	221,996.98	2,566,061.79	2,467,472.09	98,589.70	570,775.66	548,846.13	



EXHIBIT E

DRAFT

on Costs 30,000,000.00

0.77%

40

\$779,966.81

Beginning Balance	RANCHO SANTA MARGARITA				SAN JUAN CAPISTRANO				SANTA ANA				STANTON	
	Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Total Payment	Additional Funding Cost	Total Payment	Cities Share of MCC	Total Payment	Additional Funding Cost	Total Payment	Cities Share of MCC	Total Payment
30,000,000.00	\$779,966.81	722,216.81	57,750.00	5,449.84	5,046.32	403.51	7,024.07	6,504.00	520.07	13,219.19	15,932.67	14,752.5	15,932.67	14,752.5
29,277,783.19	779,966.81	723,607.08	56,355.73	5,449.84	5,056.04	393.80	7,024.07	6,516.52	507.55	12,900.95	15,932.67	14,781.3	15,932.67	14,781.3
28,554,176.11	779,966.81	725,000.02	54,966.79	5,449.84	5,065.77	384.00	7,024.07	6,529.06	495.01	12,582.10	15,932.67	14,809.1	15,932.67	14,809.1
27,829,176.09	779,966.81	726,395.65	53,571.16	5,449.84	5,075.52	374.32	7,024.07	6,541.63	482.44	12,262.64	15,932.67	14,838.5	15,932.67	14,838.5
27,102,780.44	779,966.81	727,793.96	52,177.85	5,449.84	5,085.29	364.55	7,024.07	6,554.22	469.85	11,942.56	15,932.67	14,868.5	15,932.67	14,868.5
26,374,986.48	779,966.81	729,194.96	50,771.85	5,449.84	5,095.08	354.76	7,024.07	6,566.84	457.23	11,621.87	15,932.67	14,895.1	15,932.67	14,895.1
25,645,791.52	779,966.81	730,598.66	49,368.15	5,449.84	5,104.89	344.95	7,024.07	6,579.48	444.59	11,300.55	15,932.67	14,924.2	15,932.67	14,924.2
24,915,192.86	779,966.81	732,005.06	47,961.75	5,449.84	5,114.72	335.12	7,024.07	6,592.14	431.92	10,978.62	15,932.67	14,952.5	15,932.67	14,952.5
24,183,187.80	779,966.81	733,414.17	46,552.64	5,449.84	5,124.56	325.28	7,024.07	6,604.83	419.23	10,656.07	15,932.67	14,981.7	15,932.67	14,981.7
23,449,773.63	779,966.81	734,826.00	45,140.81	5,449.84	5,134.43	315.41	7,024.07	6,617.55	406.52	10,332.90	15,932.67	15,010.5	15,932.67	15,010.5
22,714,947.63	779,966.81	736,240.54	43,726.27	5,449.84	5,144.31	305.53	7,024.07	6,630.29	393.78	10,009.11	15,932.67	15,039.4	15,932.67	15,039.4
21,978,707.09	779,966.81	737,657.80	42,309.01	5,449.84	5,154.21	295.62	7,024.07	6,643.05	381.02	9,684.69	15,932.67	15,068.4	15,932.67	15,068.4
21,241,049.29	779,966.81	739,077.79	40,889.02	5,449.84	5,164.14	285.70	7,024.07	6,655.84	368.23	9,359.65	15,932.67	15,097.4	15,932.67	15,097.4
20,501,971.50	779,966.81	740,500.51	39,466.30	5,449.84	5,174.08	275.76	7,024.07	6,668.65	355.42	9,033.98	15,932.67	15,126.4	15,932.67	15,126.4
19,761,470.99	779,966.81	741,925.98	38,040.83	5,449.84	5,184.04	265.80	7,024.07	6,681.49	342.58	8,707.69	15,932.67	15,155.4	15,932.67	15,155.4
19,019,545.01	779,966.81	743,354.19	36,612.62	5,449.84	5,194.02	255.82	7,024.07	6,694.35	329.72	8,380.77	15,932.67	15,184.4	15,932.67	15,184.4
18,276,190.82	779,966.81	744,785.14	35,181.67	5,449.84	5,204.01	245.82	7,024.07	6,707.24	316.83	8,053.22	15,932.67	15,213.4	15,932.67	15,213.4
17,531,405.68	779,966.81	746,218.85	33,747.96	5,449.84	5,214.03	235.81	7,024.07	6,720.15	303.92	7,725.03	15,932.67	15,242.4	15,932.67	15,242.4
16,785,186.83	779,966.81	747,655.33	32,311.48	5,449.84	5,224.07	225.77	7,024.07	6,733.08	290.98	7,396.22	15,932.67	15,271.4	15,932.67	15,271.4
16,037,531.50	779,966.81	749,094.56	30,872.25	5,449.84	5,234.13	215.71	7,024.07	6,746.05	278.02	7,066.77	15,932.67	15,300.4	15,932.67	15,300.4
15,288,436.94	779,966.81	750,536.57	29,430.24	5,449.84	5,244.20	205.64	7,024.07	6,759.03	265.04	6,736.69	15,932.67	15,329.4	15,932.67	15,329.4
14,537,900.37	779,966.81	751,981.35	27,985.46	5,449.84	5,254.30	195.54	7,024.07	6,772.04	252.03	6,405.98	15,932.67	15,358.4	15,932.67	15,358.4
13,785,919.02	779,966.81	753,428.92	26,537.89	5,449.84	5,264.41	185.43	7,024.07	6,785.08	238.99	6,074.62	15,932.67	15,387.4	15,932.67	15,387.4
13,032,490.10	779,966.81	754,879.27	25,087.54	5,449.84	5,274.55	175.29	7,024.07	6,798.14	225.93	5,742.63	15,932.67	15,416.4	15,932.67	15,416.4
12,277,610.83	779,966.81	756,332.41	23,634.40	5,449.84	5,284.70	165.14	7,024.07	6,811.23	212.84	5,410.00	15,932.67	15,445.4	15,932.67	15,445.4
11,521,278.42	779,966.81	757,788.35	22,178.46	5,449.84	5,294.87	154.97	7,024.07	6,824.34	199.73	5,076.73	15,932.67	15,474.4	15,932.67	15,474.4
10,763,490.07	779,966.81	759,247.09	20,719.72	5,449.84	5,305.06	144.77	7,024.07	6,837.48	186.59	4,742.82	15,932.67	15,503.4	15,932.67	15,503.4
10,004,242.98	779,966.81	760,708.64	19,258.17	5,449.84	5,315.28	134.56	7,024.07	6,850.64	173.43	4,408.27	15,932.67	15,532.4	15,932.67	15,532.4
9,243,534.34	779,966.81	762,173.01	17,793.80	5,449.84	5,325.51	124.33	7,024.07	6,863.83	160.24	4,073.07	15,932.67	15,561.4	15,932.67	15,561.4
8,481,361.33	779,966.81	763,640.19	16,326.62	5,449.84	5,335.76	114.08	7,024.07	6,877.04	147.03	3,737.22	15,932.67	15,590.4	15,932.67	15,590.4
7,717,721.14	779,966.81	765,110.20	14,856.61	5,449.84	5,346.03	103.81	7,024.07	6,890.28	133.79	3,400.73	15,932.67	15,619.4	15,932.67	15,619.4
6,952,610.94	779,966.81	766,583.03	13,383.78	5,449.84	5,356.32	93.52	7,024.07	6,903.54	120.53	3,063.60	15,932.67	15,648.4	15,932.67	15,648.4
6,186,027.91	779,966.81	768,058.71	11,908.10	5,449.84	5,366.63	83.21	7,024.07	6,916.83	107.24	2,725.81	15,932.67	15,677.4	15,932.67	15,677.4
5,417,969.20	779,966.81	769,537.22	10,429.59	5,449.84	5,376.96	72.87	7,024.07	6,930.14	93.92	2,387.37	15,932.67	15,706.4	15,932.67	15,706.4
4,648,431.98	779,966.81	771,018.58	8,948.23	5,449.84	5,387.31	62.52	7,024.07	6,943.48	80.58	2,048.28	15,932.67	15,735.4	15,932.67	15,735.4
3,874,410.40	779,966.81	772,502.79	7,464.02	5,449.84	5,397.69	52.15	7,024.07	6,956.85	67.22	1,708.54	15,932.67	15,764.4	15,932.67	15,764.4
3,104,913.61	779,966.81	773,989.86	5,976.95	5,449.84	5,408.08	41.76	7,024.07	6,970.24	53.83	1,368.15	15,932.67	15,793.4	15,932.67	15,793.4
2,330,920.75	779,966.81	775,479.79	4,487.02	5,449.84	5,418.49	31.35	7,024.07	6,983.66	40.41	1,027.10	15,932.67	15,822.4	15,932.67	15,822.4
1,555,440.96	779,966.81	776,972.59	2,994.22	5,449.84	5,428.92	20.92	7,024.07	6,997.10	26.96	685.39	15,932.67	15,851.4	15,932.67	15,851.4
778,468.37	779,966.81	778,468.26	1,498.55	5,449.84	5,439.37	10.47	7,024.07	7,010.57	13.50	343.02	15,932.67	15,880.4	15,932.67	15,880.4

EXHIBIT E

DRAFT

ion Costs 30,000,000.00  
0.77%  
40  
\$779,966.81

Beginning Balance	Payment	TUSTIN			VILLA PARK			YORBA LINDA			TOTAL	
		Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment		
30,000,000.00	\$779,966.81	722,216.81	57,750.00	20,569.07	1,522.97	1,218.13	1,127.94	12,048.98	11,158.86	892.13	779,966.83	722.2
29,277,783.19	779,966.81	723,607.08	56,359.73	20,569.07	1,486.30	1,218.13	1,130.11	12,048.98	11,178.33	870.65	779,966.83	723.6
28,554,176.11	779,966.81	725,000.02	54,966.79	20,569.07	1,449.57	1,218.13	1,132.28	12,048.98	11,199.85	849.13	779,966.83	725.0
27,829,176.09	779,966.81	726,395.65	53,571.16	20,569.07	1,412.76	1,218.13	1,134.46	12,048.98	11,221.41	827.57	779,966.83	726.3
27,102,780.44	779,966.81	727,793.96	52,172.85	20,569.07	1,375.89	1,218.13	1,136.65	12,048.98	11,243.01	805.97	779,966.83	727.7
26,374,986.48	779,966.81	729,194.96	50,771.85	20,569.07	1,338.94	1,218.13	1,138.83	12,048.98	11,264.65	784.33	779,966.83	729.1
25,645,791.52	779,966.81	730,598.66	49,368.15	20,569.07	1,301.92	1,218.13	1,141.03	12,048.98	11,286.34	762.64	779,966.83	730.5
24,915,192.86	779,966.81	732,005.06	47,961.75	20,569.07	1,264.83	1,218.13	1,143.22	12,048.98	11,308.07	740.92	779,966.83	732.0
24,183,187.80	779,966.81	733,414.17	46,552.64	20,569.07	1,227.67	1,218.13	1,145.42	12,048.98	11,329.83	719.15	779,966.83	733.4
23,449,773.63	779,966.81	734,826.00	45,140.81	20,569.07	1,190.44	1,218.13	1,147.63	12,048.98	11,351.64	697.34	779,966.83	734.8
22,714,947.63	779,966.81	736,240.54	43,726.27	20,569.07	1,153.14	1,218.13	1,149.84	12,048.98	11,373.50	675.49	779,966.83	736.2
21,978,707.09	779,966.81	737,657.80	42,309.01	20,569.07	1,115.76	1,218.13	1,152.05	12,048.98	11,395.39	653.59	779,966.83	737.6
21,241,049.29	779,966.81	739,077.79	40,889.02	20,569.07	1,078.31	1,218.13	1,154.27	12,048.98	11,417.33	631.66	779,966.83	739.0
20,501,971.50	779,966.81	740,500.51	39,466.30	20,569.07	1,040.79	1,218.13	1,156.49	12,048.98	11,439.30	609.68	779,966.83	740.5
19,761,470.99	779,966.81	741,925.98	38,040.83	20,569.07	1,003.20	1,218.13	1,158.72	12,048.98	11,461.32	587.66	779,966.83	741.9
19,019,545.01	779,966.81	743,354.19	36,612.62	20,569.07	965.54	1,218.13	1,160.95	12,048.98	11,483.39	565.59	779,966.83	743.3
18,276,190.82	779,966.81	744,785.14	35,181.67	20,569.07	927.80	1,218.13	1,163.18	12,048.98	11,505.49	543.49	779,966.83	744.7
17,531,405.68	779,966.81	746,218.85	33,747.96	20,569.07	889.99	1,218.13	1,165.42	12,048.98	11,527.64	521.34	779,966.83	746.2
16,785,186.83	779,966.81	747,653.33	32,311.48	20,569.07	852.11	1,218.13	1,167.67	12,048.98	11,549.83	499.15	779,966.83	747.6
16,037,531.50	779,966.81	749,094.56	30,872.25	20,569.07	814.15	1,218.13	1,169.91	12,048.98	11,572.07	476.92	779,966.83	749.0
15,288,436.94	779,966.81	750,536.57	29,430.24	20,569.07	776.13	1,218.13	1,172.17	12,048.98	11,594.34	454.64	779,966.83	750.5
14,537,900.37	779,966.81	751,981.35	27,985.46	20,569.07	738.02	1,218.13	1,174.42	12,048.98	11,616.66	432.32	779,966.83	751.9
13,785,919.02	779,966.81	753,428.92	26,537.89	20,569.07	699.85	1,218.13	1,176.68	12,048.98	11,639.02	409.96	779,966.83	753.4
13,032,490.10	779,966.81	754,879.27	25,087.54	20,569.07	661.60	1,218.13	1,178.95	12,048.98	11,661.43	387.55	779,966.83	754.8
12,277,610.83	779,966.81	756,332.41	23,634.40	20,569.07	623.28	1,218.13	1,181.22	12,048.98	11,683.88	365.11	779,966.83	756.3
11,521,278.42	779,966.81	757,788.35	22,178.46	20,569.07	584.88	1,218.13	1,183.49	12,048.98	11,706.37	342.61	779,966.83	757.7
10,763,490.07	779,966.81	759,247.09	20,719.72	20,569.07	546.41	1,218.13	1,185.77	12,048.98	11,728.90	320.08	779,966.83	759.2
10,004,242.98	779,966.81	760,708.64	19,258.17	20,569.07	507.87	1,218.13	1,188.05	12,048.98	11,751.48	297.50	779,966.83	760.7
9,243,534.34	779,966.81	762,173.01	17,793.80	20,569.07	469.25	1,218.13	1,190.34	12,048.98	11,774.10	274.88	779,966.83	762.1
8,481,361.33	779,966.81	763,640.19	16,326.62	20,569.07	430.56	1,218.13	1,192.63	12,048.98	11,796.77	252.21	779,966.83	763.6
7,717,721.14	779,966.81	765,110.20	14,856.61	20,569.07	391.79	1,218.13	1,194.93	12,048.98	11,819.48	229.51	779,966.83	765.1
6,952,610.94	779,966.81	766,583.03	13,383.78	20,569.07	352.95	1,218.13	1,197.23	12,048.98	11,842.23	206.75	779,966.83	766.5
6,186,027.91	779,966.81	768,058.71	11,908.10	20,569.07	314.04	1,218.13	1,199.53	12,048.98	11,865.02	183.96	779,966.83	768.0
5,417,969.20	779,966.81	769,537.22	10,429.59	20,569.07	275.05	1,218.13	1,201.84	12,048.98	11,887.86	161.12	779,966.83	769.5
4,648,431.98	779,966.81	771,018.58	8,948.23	20,569.07	235.98	1,218.13	1,204.15	12,048.98	11,910.75	138.23	779,966.83	771.0
3,877,413.40	779,966.81	772,502.79	7,464.02	20,569.07	196.84	1,218.13	1,206.47	12,048.98	11,933.68	115.30	779,966.83	772.5
3,104,910.61	779,966.81	773,989.86	5,976.95	20,569.07	157.62	1,218.13	1,208.79	12,048.98	11,956.65	92.33	779,966.83	773.9
2,330,920.75	779,966.81	775,479.79	4,487.02	20,569.07	118.33	1,218.13	1,211.12	12,048.98	11,979.67	69.32	779,966.83	775.4
1,555,440.96	779,966.81	776,972.59	2,994.22	20,569.07	78.96	1,218.13	1,213.45	12,048.98	12,002.73	46.25	779,966.83	776.9
778,468.37	779,966.81	778,468.26	1,498.55	20,569.07	39.52	1,218.13	1,215.79	12,048.98	12,025.83	23.15	779,966.83	778.4
31,198,672.40	29,999,999.89	1,198,672.51	822,762.96	791,151.90	31,611.07	481,959.28	463,443.10	18,517.18	30,000.00			



PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT, dated for reference as of \_\_\_\_\_, 2015 (the "AGREEMENT"), is by and among the COUNTY OF ORANGE (the "COUNTY"), and the cities of [Participating cities subject to change] ANAHEIM, BREA, CYPRESS, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, LAGUNA HILLS, LAKE FOREST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN JUAN CAPISTRANO, STANTON, TUSTIN, VILLA PARK, and YORBA LINDA (each, a "CITY," and collectively, the "CITIES" and, together with the County, the "PARTIES").

RECITALS

- A. WHEREAS, COUNTY and each CITY are, or concurrent with the execution of this AGREEMENT, will become, parties to an Agreement for Provision of OC Animal Care Services (the "SERVICES AGREEMENTS"), pursuant to which COUNTY provides animal care services ("SERVICES") in the jurisdictional boundaries of the signatory cities, and;
- B. WHEREAS, COUNTY provides the SERVICES to the CITIES, as well as to the unincorporated areas of the COUNTY, through OC Animal Care ("OCAC"), and;
- C. WHEREAS, COUNTY owns, and through OCAC operates, an animal care shelter facility at 561 The City Drive South, Orange, California (the "EXISTING SHELTER"), and;
- D. WHEREAS, the PARTIES agree that, owing to the age and condition of the EXISTING SHELTER, it is now desirable to construct a new facility (the "NEW SHELTER") in which to provide enhanced shelter and care services which will benefit the citizens of each of the PARTIES, and;
- E. WHEREAS, the PARTIES acknowledge that the construction of the NEW SHELTER will impact the operational costs of providing SERVICES pursuant to the SERVICES AGREEMENTS, which costs are shared among the parties in proportion to their usage of the SERVICES; and
- F. WHEREAS, each PARTY agrees that the construction of the NEW SHELTER is a benefit to, and necessary to meet the social needs of, each PARTIES' respective citizens, and, therefore, the PARTIES desire to enter into this AGREEMENT to set

forth terms governing the construction of the NEW SHELTER and the allocation among the PARTIES, and the method of payment of, the increased costs of SERVICES resulting from the construction of the NEW SHELTER.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the PARTIES agree as follows:

1. Design & Construct

1.1. **COUNTY Responsibilities:** COUNTY shall be responsible for the design; preparation of all studies, analyses and documents necessary to deliver the NEW SHELTER, including any CEQA environmental documentation; obtaining all permits; administration; and construction of the NEW SHELTER.

1.2. **Site:** Construction of the NEW SHELTER is sited for the 10 acre area of land on the Old Tustin Air Force Base located at the 1500 block of Armstrong Avenue in Tustin, CA and identified on Exhibit A, attached hereto (the "SITE").

1.3. **Design Concept:** COUNTY has developed the initial design concept of the NEW SHELTER, attached hereto as Exhibit B. The design of the NEW SHELTER is scalable based on usage needs. COUNTY shall use best efforts to scale the final design of the NEW SHELTER to a size reasonably appropriate for the total requirements of those CITIES that elect to be parties to this AGREEMENT.

1.4. **Project Development:** COUNTY has or shall retain the services of a licensed design-build contractor ("CONTRACTOR") to perform further design and all engineering, planning, preparation of plans and specifications, and complete construction of the NEW SHELTER, including construction management and post-construction activities, pursuant to a written agreement between COUNTY and CONTRACTOR, as the same may be amended from time to time (the "CONSTRUCTION CONTRACT").

1.5. **Design Advisory Board:** COUNTY shall establish a Design Advisory Board (the "DESIGN ADVISORY BOARD") to provide input to COUNTY regarding the design of the NEW SHELTER. COUNTY shall, in good faith, reasonably consider the input of the DESIGN ADVISORY BOARD in making COUNTY'S determinations regarding the design of the NEW SHELTER.

Nevertheless, COUNTY is not bound to follow the recommendations of the DESIGN ADVISORY BOARD and the ultimate determination as to the design of the NEW SHELTER rests entirely with COUNTY. The DESIGN ADVISORY BOARD shall consist of at least three staff members from the City Managers Association Animal Care Committee referenced in Paragraph IV of Exhibit A of the SERVICES AGREEMENT. At least two (2) of the staff members shall be chosen collectively by those CITIES whose shelter usage each individually constituted more than eight percent (8%) of total usage of the EXISTING SHELTER for fiscal year 2014/2015. The third staff member shall be chosen by mutual agreement of the remaining CITIES.

1.6. **Use of NEW SHELTER.** The completed NEW SHELTER shall be owned by COUNTY and shall be used by COUNTY for the provision of SERVICES for contracting cities and COUNTY unincorporated areas, as needed, pursuant to the terms of current and future SERVICES AGREEMENTS. In the event COUNTY elects to discontinue usage of the NEW SHELTER for animal sheltering purposes prior to December 31, 2066, COUNTY shall offer to those CITIES then currently contracting with COUNTY to receive SERVICES pursuant to a SERVICES AGREEMENTS the opportunity to lease the NEW SHELTER strictly for animal sheltering purposes until such date, at a costs of \$1.00 per year plus all rental costs, if any, owed to SOCCCD pursuant to the Ground Lease to be entered into between COUNTY and SOCCCD pursuant to the LETTER OF INTENT defined below (the "GROUND LEASE"). Each and every CITY exercising this option shall be responsible for all operational costs; utility costs; maintenance, alteration, repair and improvement costs; and any other costs of sustaining and operating an animal shelter at the SITE and shall indemnify COUNTY for any costs or liabilities resulting from or relating to the SITE. Upon exercise of the option, the COUNTY and the optioning CITIES shall use best efforts to negotiate mutually agreeable terms for the resulting lease. If the PARTIES cannot agree to mutually agreeable terms within one hundred and eighty (180) days after the exercise of the option, the option will terminate. The option provided for in this subsection is exclusive to those CITIES described above and may only be exercised collectively by those CITIES that elect to exercise the option or, if only one CITY wishes to do so, by that single electing CITY. The option must be exercised, if at all, within one hundred and eighty (180) days after COUNTY notifies CITIES of its decision to discontinue use of the NEW SHELTER for animal sheltering purposes. The option provided herein shall be contingent upon the GROUND LEASE not terminating by its terms prior to

COUNTY obtaining fee hold possession of the SITE. In the event COUNTY does not yet have fee hold possession of the SITE as of April 29, 2034, the expiration date of the GROUND LEASE, COUNTY shall, at least six months prior to that date, consult with those CITIES then contracting with COUNTY for SERVICES regarding proposed methods of accessing continued use of the SITE. Upon execution of the GROUND LEASE, COUNTY and CITIES shall consult regarding any assistance CITIES can provide to facilitate and expedite conveyance of the SITE to COUNTY.

1.7. **Contingency:** All obligations created by this Agreement are contingent upon the full execution of the GROUND LEASE and receipt of possession of the SITE by COUNTY.

## 2. Construction Costs Allocation

2.1 **Total Costs:** Total cost of NEW SHELTER construction shall include: a) all design development costs; b) all costs incurred by COUNTY pursuant to the CONSTRUCTION CONTRACT; c) all site preparation costs; d) all costs of fixtures; e) all costs incurred by COUNTY under the Amended and Restated Agreement for the Exchange of Real Property to be entered into between COUNTY and the South Orange County Community College District (the "SOCCCD") pursuant to the Letter of Intent Regarding the Proposal to Ground Lease SOCCD Exchange Parcel to County of Orange For Development as Animal Care Center/Amendment of County-SOCCCD Land Exchange Agreement, which Letter of Intent is attached hereto as Exhibit C (the "LETTER OF INTENT"), as the same may be amended from time to time, as well as any costs incurred pursuant to the LETTER OF INTENT itself; and f) any and all other costs incurred by COUNTY for any construction or construction related activity on the Site incurred in connection with the NEW SHELTER (the "ACTUAL CONSTRUCTION COSTS"). The maximum amount to be paid hereunder as ACTUAL CONSTRUCTION COSTS is set forth on Exhibit D, attached hereto (the "MAXIMUM CONSTRUCTION COSTS"). Upon completion of the NEW SHELTER, COUNTY shall provide CITIES with a full accounting of the application of all funds spent on ACTUAL CONSTRUCTION COSTS.

2.2 **COUNTY's Contribution:** COUNTY shall contribute toward the construction of the NEW SHELTER the land upon which the NEW SHELTER shall be constructed and five million dollars (\$5,000,000.00) to be applied toward

MAXIMUM CONSTRUCTION COSTS. Any COUNTY funds paid by COUNTY toward ACTUAL CONSTRUCTION COSTS on or after the execution of this AGREEMENT shall count toward the \$5,000,000 to be contributed by COUNTY and will be applied toward costs of construction as necessary to cover any discrepancy between available CITY payment funds and ACTUAL CONSTRUCTION COSTS as they become due and payable.

**2.3 CITIES' Contribution:** The remainder of MAXIMUM CONSTRUCTION COSTS beyond the five million dollars (\$5,000,000.00) paid by COUNTY ("CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS") will be divided among the CITIES based on the formula set forth in Exhibit D, attached hereto. Each CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS, as determined by said formula, is also set forth on Exhibit D. On that date which is five (5) years after the full execution of this AGREEMENT, each CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS shall be recalculated based on the same formula as set forth in Exhibit D but using then current statistical data. If any CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS is altered by the recalculation by more than five percentage points, then each CITY'S total share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS shall be recalculated so that the originally calculated percentage shall be applied to one half of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS and the recalculated percentage shall be applied to the second half of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. All future payments owed by each CITY shall be adjusted based on the results of the recalculation of each such CITY'S total share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. If said adjustment results in a reduction in the amount owing by any CITY that, as of that time, has already fully paid its share of the MAXIMUM CONSTRUCTION COSTS, such reduction shall be credited as an offset against future charges, if any, under such CITY'S SERVICES AGREEMENT. If said adjustment results in an increase in the amount owing by any CITY that, as of that time, has already fully paid its previously calculated share of the MAXIMUM CONSTRUCTION COSTS, the amount of such increase shall be due and payable pursuant to the same payment schedule as those CITIES that have not elected to prepay their share of MAXIMUM CONSTRUCTION COSTS, subject to the same prepayment option. COUNTY shall, upon request of a CITY, provide the requesting CITY with copies of the data and documents used to calculate each CITY's percentage

share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS.

**2.4 Payment Schedule:** Each CITY shall pay its full share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS, in addition to costs to be paid in accordance with such CITY'S SERVICES AGREEMENT, in consideration of each such CITY'S continuing right to use the NEW SHELTER or the EXISTING SHELTER or any replacement of the NEW SHELTER or the EXISTING SHELTER (together, or any one of them, "SHELTERS") pursuant to the terms of its SERVICES AGREEMENT. Each CITY'S annual obligation to make the payments required hereunder is contingent on the COUNTY making available to such CITY, for the respective year, the use of SHELTERS pursuant to the terms of such CITY'S SERVICES AGREEMENT. At the election of each individual CITY, payment of the amounts owing hereunder may be made in advance of use or may be made over the ten (10) year term of the SERVICES AGREEMENTS in accordance with the Payment Schedule, attached hereto as Exhibit E (the "PAYMENT SCHEDULE"). For CITIES electing not to pay in advance of the scheduled payment, the annual amount each such CITY shall owe hereunder shall be increased by the formula shown on the PAYMENT SCHEDULE as the "ADDITIONAL FUNDING COST." The higher payment amount to be paid by CITIES not electing to pay in advance represents the cost to the COUNTY of the lost value overtime of the money paid by COUNTY toward ACTUAL CONSTRUCTION COSTS beyond the \$5,000,000 provided for above. The amounts indicated on the PAYMENT SCHEDULE further include costs to be incurred by the relevant CITY for each thirty (30) day period that any payment is overdue. Each CITY acknowledges that the construction and availability of SHELTERS for use by each CITY over the term of such CITY'S SERVICES AGREEMENT is a substantial benefit to such CITY. In the event any CITY refuses to receive SERVICES from COUNTY in violation of the terms of such CITY'S SERVICES AGREEMENT despite being offered such SERVICES by COUNTY, or in the case of a default or failure to pay its cost share in accordance with this AGREEMENT, each CITY remains obligated to pay to COUNTY its outstanding payments hereunder as they become due and payable and COUNTY may take any legal action as appropriate to obtain such payment. Further, the PARTIES acknowledge that the payments owing hereunder do not reduce or offset amounts owing pursuant to the SERVICES AGREEMENTS.

3. Participation of New Cities After Commencement of Construction. After full execution of this AGREEMENT, no city will be added to the OCAC SERVICES program for a period of three (3) years from the date first set forth above, to allow for appropriate sizing and establishment of operational protocols for the NEW SHELTER. If a new city elects to participate in the OCAC SERVICES program after the three (3) year period indicated above, and COUNTY elects to provide SERVICES to such city, such city will be required to pay a pro rata portion of the MAXIMUM CONSTRUCTION COSTS based on the formula set forth in Exhibit D. Any new participating cities' contributions pursuant to this section will be applied first toward any necessary expansion of the NEW SHELTER and the remainder will be deposited into a shelter maintenance and repair fund (the "SHELTER MAINTENANCE FUND"). COUNTY shall establish a separate project fund account for all funds allocable to the SHELTER MAINTENANCE FUND and shall not commingle any other funds in said account. It is the intention of the PARTIES that any funds contained in the SHELTER MAINTENANCE FUND be exhausted prior to any additional contributions by the PARTIES toward post-construction shelter upgrades or capital improvements. Prior to contracting to provide SERVICES to a new city, COUNTY shall consult with those CITIES then currently contracting with COUNTY to receive SERVICES pursuant to a SERVICES AGREEMENT. COUNTY shall in good faith consider the input of those cities in making COUNTY'S determination as to whether to provide SERVICES to the proposed new city. Nevertheless, COUNTY is not bound to follow the recommendations of those cities and the ultimate determination as to whether to provide SERVICES to the proposed city rests entirely with COUNTY.
4. NEW SHELTER Account; Deposit of Funds. Upon the execution of this AGREEMENT, COUNTY shall establish a separate capital project fund account for all funds of the PARTIES which are to be applied toward ACTUAL CONSTRUCTION COSTS for the NEW SHELTER (the "NEW SHELTER ACCOUNT") and shall not commingle any other funds in said account. Funds payable by any CITY as an additional cost imposed due to late payment, or that are allocable to COUNTY to reimburse COUNTY for any COUNTY funds spent on ACTUAL CONSTRUCTION COSTS beyond the \$5,000,000 provided for above, or that are to reimburse COUNTY for the lost value over time of the money paid by COUNTY toward ACTUAL CONSTRUCTION COSTS beyond the \$5,000,000 provided for above, shall not be paid into the NEW SHELTER ACCOUNT but shall be paid directly to COUNTY for COUNTY'S sole use.
5. Allocation of Excess Funds. Upon final completion of the NEW SHELTER, issuance of a certificate of occupancy, payment of all ACTUAL CONSTRUCTION COSTS, and payment of all amounts due pursuant to this AGREEMENT, any unused funds remaining in

the NEW SHELTER ACCOUNT, but not exceeding an amount equal to the difference between total ACTUAL CONSTRUCTION COSTS incurred and MAXIMUM CONSTRUCTION COSTS, shall be credited to those CITIES then obtaining SERVICES from COUNTY against future charges under each such CITY'S SERVICES AGREEMENT based on the same percentages that each such CITY paid of the CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. Any funds not distributed in accordance with the previous sentence shall be deposited into the SHELTER MAINTENANCE FUND.

6. Operational Commitment. Concurrent with the execution of this AGREEMENT, each CITY shall enter into a new, amended SERVICES AGREEMENT with COUNTY in the form attached hereto as Exhibit F (the "AMENDED SERVICES AGREEMENT"). The operational cost for SERVICES owing pursuant to the AMENDED SERVICES AGREEMENTS, calculated with respect to each CITY and unincorporated COUNTY area, shall include, together with all other annual costs of operation of OCAC, all rental costs, if any, under the Ground Lease to be entered into between COUNTY and SOCCCD pursuant to the LETTER OF INTENT. All PARTIES acknowledge that the division of all operational costs among the PARTIES allows for costs efficiencies and operational savings to each PARTY and that each PARTY has entered into this AGREEMENT and its AMENDED SERVICES AGREEMENT in reliance on such shared costs and resulting savings. Each CITY, to provide assurance of such continued cost efficiencies to each remaining PARTY, hereby expresses its commitment to procure SERVICES from COUNTY for a period of 10 years and acknowledges the financial burden that any breach of this commitment would have on all other PARTIES. To that end the AMENDED SERVICES AGREEMENTS shall each provide for a 10 year term of service.

7. Defaults and Remedies.

7.1. **Defaults.** The failure by any PARTY to perform any of its obligations set forth in this AGREEMENT shall constitute a default of this AGREEMENT. Except as required to protect against further damages, the nondefaulting PARTY may not institute legal proceedings against the PARTY in default until the nondefaulting PARTY has provided the defaulting PARTY notice of the default and the following applicable cure period has expired: (i) the cure period for any monetary default shall be fifteen (15) calendar days after the defaulting PARTY'S receipt of written notice from the nondefaulting PARTY that such obligation was not performed; and (ii) the cure period for any other default shall be thirty (30) days



after the defaulting PARTY'S receipt of written notice from the nondefaulting PARTY that such obligation was not performed.

7.2. **Remedies Upon Default.** Upon the occurrence of any default and after the defaulting PARTY has received written notice of default and the time period to cure the default has expired, the nondefaulting PARTY may at its option pursue damages or specific performance or other legal and equitable remedies the injured PARTY may have against the defaulting PARTY in accordance with applicable law. Should any CITY fail to pay any payment due by that CITY hereunder, COUNTY may take any action as is appropriate to obtain such payment. Nothing herein shall be construed as COUNTY'S exclusive remedy for the remediation of default by a CITY or CITIES, and COUNTY reserves the right to pursue any and all available rights and remedies at law or in equity.

7.3. **Non-refund of Contributions.** The payments made by all PARTIES pursuant to this AGREEMENT shall be used for completion and maintenance of the NEW SHELTER in the manner described herein and all PARTIES acknowledge and agree that the completion and maintenance of the NEW SHELTER, as well as the completion of each phase of construction activity and each construction milestone under the CONSTRUCTION CONTRACT, provides an immediate benefit to each PARTY and that no payments made pursuant to this AGREEMENT shall be refunded for any reason other than pursuant to the last sentence of Section 8.1.a.

## 8. Results of Nonpayment by any CITY.

### 8.1. **Adjustment of Payments Upon Nonpayment:**

a) All PARTIES acknowledge that the failure of any CITY to pay any amount hereunder will result in an increase in the operational costs of sheltering SERVICES to be divided among all other CITIES. To that end, in the event any CITY fails to pay, for any other reason, any amount to be paid by that CITY under this AGREEMENT, within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining CITIES such that the remaining CITIES' will be responsible to pay such unpaid amount. The amounts paid by the remaining CITIES pursuant to this section will be applied in the following order: first to replenish any COUNTY funds spent on ACTUAL CONSTRUCTION COSTS that would have been paid by funds owed by the nonpaying CITY, second to pay any other amounts due to COUNTY by the nonpaying CITY pursuant to this AGREEMENT, and the

remainder to pay ACTUAL CONSTRUCTION COSTS as they come due. Should the non-paying CITY pay any portion of the amount owing, the increased cost paid pursuant to this subsection by the remaining CITIES will be reimbursed to the extent of the amount of such repayment. This section shall apply to each payment obligation owed and not paid by any CITY as it becomes due and payable and shall not result in any acceleration of the full amount payable by the nonpaying CITY over the term of this AGREEMENT. In the event any CITY should default in its obligations under this AGREEMENT and no longer obtain sheltering SERVICES from COUNTY, COUNTY shall consult with all CITIES then obtaining SERVICES from COUNTY to discuss methods of cost reduction that may be made available as a result of such reduction in sheltering SERVICES usage.

b) It is the intention of all PARTIES that no funds provided by any PARTY under this AGREEMENT shall be reimbursed for any other reason than that set forth in the last sentence of the foregoing subsection (a). If, pursuant to judicial action or threat thereof, any funds are reimbursed under this AGREEMENT to any CITY, other than pursuant to the last sentence of the foregoing subsection (a), the remaining CITIES will be responsible to pay to the COUNTY the reimbursed amount.

c) Each CITY's proportional share of any amounts required to be paid by CITIES pursuant to this section shall be determined based on the formula set forth on Exhibit D. Each CITY'S resulting incremental increase in contribution will be due within thirty (30) days of notification by the COUNTY to the participating CITIES of the increased amount owing. The obligation of CITIES to pay increased amounts under this Section 8 is not intended to be an exclusive remedy. COUNTY reserves the right to take any action as is appropriate to obtain payment from any non-paying CITY. Additionally, each CITY paying increased costs pursuant to this Section 8, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying CITY.

**8.2. Impact of Nonpayment upon SERVICES AGREEMENT.** In the event any CITY fails to pay, for any reason, any amount to be paid by that CITY under this AGREEMENT, such failure shall constitute a default under the nonpaying CITY's SERVICES AGREEMENT and COUNTY shall have

the right to immediately terminate such SERVICES AGREEMENT, at its discretion.

9. Status of COUNTY as Independent Contractor. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between any CITY and COUNTY or any of COUNTY's agents or employees. COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be considered to be CITY employees.
10. Governing Law and Venue. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the PARTIES hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
11. Term and Termination: This AGREEMENT shall be effective from the date first set forth above until each PARTY has made the last payment required under this AGREEMENT, provided that the rights granted with respect to the option created pursuant to Section 1.6 shall continue in accordance with the terms of Section 1.6.
12. Amendments/Entire Agreement: Amendments to this AGREEMENT must be in writing and approved by the governing body of each PARTY. This AGREEMENT is the entire agreement among the parties with respect to the construction of the NEW SHELTER and it supersedes any prior written or oral agreements with respect to the subject. Any and all exhibits that may be referred to in this AGREEMENT are by such references incorporated in this AGREEMENT and made a part hereof.
13. Severability. If any provision of this AGREEMENT, or the application thereof, to any extent, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision, to the extent it is valid and enforceable, and all other remaining provisions hereof shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such provisions are not rendered impractical to perform taking into consideration the purposes of this

AGREEMENT.

14. Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
15. Interpretation. This AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by the other PARTIES hereto or by any person representing the other PARTIES, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.
16. Consent to Breach Not Waiver. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
17. Authority. The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
18. Hold Harmless. Each CITY shall hold harmless, indemnify, and defend COUNTY, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of such CITY'S failure to fulfill any payment obligations of such CITY arising pursuant to this AGREEMENT. COUNTY shall hold harmless, indemnify, and defend each CITY, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which

arise out of the performance or nonperformance of COUNTY's covenants and obligations under this AGREEMENT and which result from the actively negligent or wrongful acts of COUNTY or its officers, employees, or agents. This provision requiring COUNTY to hold harmless, indemnify, and defend each CITY shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with the COUNTY. In the event of concurrent negligence of the COUNTY, its officers, or employees, and any CITY, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this AGREEMENT shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

19. Appropriations. During the term of this AGREEMENT, for each fiscal year, each CITY shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section 19 shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by COUNTY to provide SERVICES and use of SHELTERS to each individual CITY. To the extent COUNTY offers the provision of SERVICES and use of any SHELTERS to any CITY, the continued responsibility of such CITY to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each CITY to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the CITY to carry out and perform the covenants contained in this Section 19. All PARTIES acknowledge that the construction, maintenance and availability of SHELTERS for the provision of services to all PARTIES and the division of the costs of constructing and maintaining such SHELTERS among the PARTIES allows for costs efficiencies and significant savings to each PARTY and that each PARTY has entered into this AGREEMENT and its SERVICES AGREEMENT in reliance on such shared costs and resulting savings. Each PARTY, to provide assurance of such cost efficiencies to each remaining PARTY, hereby expresses its commitment to fulfill its stated obligations under this AGREEMENT regardless of the term of the AGREEMENT overlapping more than one fiscal year and acknowledges the financial burden that any breach of the terms of this AGREEMENT will have on all other PARTIES.
20. Assignability. Except as otherwise expressly provided for herein, no PARTY shall assign any of its obligations or rights hereunder without the consent of all other PARTIES.
21. Execution in Counterpart. This AGREEMENT may be executed in counterparts, each of

which, when the PARTIES hereto have signed this AGREEMENT, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

22. Notices. Any notices required to be given pursuant to this AGREEMENT shall be given in writing and shall be mailed to all PARTIES to the AGREEMENT, as follows [to be completed prior to execution]:

To CITY:

To COUNTY:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF ORANGE has authorized and directed the Chairman of the Board of Supervisors to execute this Agreement for and on behalf of the COUNTY, and [Participating cities subject to change] the CITIES of ANAHEIM, BREA, CYPRESS, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, LAGUNA HILLS, LAKE FOREST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN JUAN CAPISTRANO, STANTON, TUSTIN, VILLA PARK, and YORBA LINDA have caused this AGREEMENT to be subscribed by each of their duly authorized officers and attested by their Clerks.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

COUNTY OF ORANGE

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

[The final agreement will contain appropriate signature blocks for participating CITIES. Following are simply examples of possible participants.]

DATE: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

CITY OF ANAHEIM

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

DATE: \_\_\_\_\_

CITY OF BREA

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF FOUNTAIN VALLEY

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF FULLERTON

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF GARDEN GROVE

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF HUNTINGTON  
BEACH

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF LAGUNA HILLS

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF LAKE FOREST

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF ORANGE



\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF PLACENTIA

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF RANCHO SANTA MARGARITA

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF SAN JUAN CAPISTRANO

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF STANTON

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF TUSTIN

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF VILLA PARK

\_\_\_\_\_  
City Clerk

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

DATE: \_\_\_\_\_

CITY OF YORBA LINDA

\_\_\_\_\_  
City Clerk

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

AGREEMENT FOR PROVISION OF  
OC ANIMAL CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
CITY OF «COMPANY»  
«START\_DATE» THROUGH «END\_DATE»

THIS AGREEMENT entered into this «START\_DAY» day of «START\_MONTH» «START\_YEAR», which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and the CITY OF «COMPANY»«MUNI\_CORP» (CITY). This Agreement shall be administered by County of Orange OC Community Resources (ADMINISTRATOR).

**WITNESSETH:**

WHEREAS, CITY wishes to contract with COUNTY for the provision of the OC Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT B

Animal Care Notice of Intent..... 1 Page

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REFERENCED CONTRACT PROVISIONS

Term: «START\_DATE» through «END\_DATE»

Notices to COUNTY and CITY:

COUNTY: County of Orange  
OC Community Resources  
Director's Office  
1770 North Broadway  
Santa Ana, CA 92706-2642

and

County of Orange  
OC Community Resources  
OC Animal Care Director  
561 The City Drive South  
Orange, CA 92868

CITY: «CONTACT»  
«JOB\_TITLE»  
City of «COMPANY2»  
«ADDRESS1»  
«CITY\_STATE\_ZIP»

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## **I. ALTERATION OF TERMS**

This Agreement, together with Exhibit A and B, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both COUNTY and CITY. This Agreement supersedes any and all previous agreements between the parties relating to the subject matter hereof.

## **II. INDEMNIFICATION AND INSURANCE**

A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY shall provide evidence of such insurance.

E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY

shall provide evidence of such insurance.

### **III. NOTICES**

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or CITY;
2. When FAXed, transmission confirmed;
3. When sent by electronic mail; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either party to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

### **IV. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

### **V. STATUS OF THE PARTIES**

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the

course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

## **VI. TERM**

A. The term of this Agreement shall commence as specified on Page 3 of this Agreement.

B. This Agreement shall be effective for the full ten (10) year term specified on Page 3 of this Agreement, provided no notice of termination has been given by COUNTY in accordance with the Termination paragraph of this Agreement.

## **VII. TERMINATION**

A. COUNTY may terminate this Agreement immediately upon default by CITY of its obligations hereunder or under that Participation Agreement entered into, in the year 2016, between CITY, COUNTY, and all other cities then contracting for Animal Care Services with COUNTY, for the purpose of allocating the increased costs of Animal Care Services resulting from the construction of a new animal shelter.

B. Upon termination, both parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

C. Any obligation of COUNTY under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement upon thirty (30) calendar days written notice given to CITY. Any obligation of CITY under this Agreement is contingent on COUNTY making available to CITY the continued use of Animal Care Services pursuant to the terms hereof. CITY acknowledges that other local cities have or will enter into similar agreements with the COUNTY to provide Animal Care Services for a period of ten (10) years, that the sharing of costs among the COUNTY and all contracting cities allows for costs efficiencies and operational savings to COUNTY and each contracting city, and that COUNTY and each contracting city have entered into their Services Agreements in reliance on such shared costs and resulting savings. CITY further acknowledges that the refusal of CITY to fulfill its obligations under this Agreement would increase the financial burden of services on COUNTY and all remaining contracting cities. CITY therefore agrees that it will fulfill its obligations hereunder and acknowledges that COUNTY and the other cities acquiring Animal Care Services from COUNTY are relying on CITY'S stated agreement, and the sharing of costs with CITY, in electing to acquire similar services.

## **VIII. THIRD PARTY BENEFICIARY**

Except to the extent provided for in Section VII above with respect to other contracting cities,



neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

**IX. WAIVER OF DEFAULT OR BREACH**

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

CITY OF «COMPANY» «MUNI\_CORP»

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

«TITLE1»

ATTEST:

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

CITY ATTORNEY

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY: \_\_\_\_\_

DEPUTY

DATED: \_\_\_\_\_

**DRAFT**

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
OC ANIMAL CARE SERVICES  
WITH  
CITY OF «COMPANY»  
«START\_DATE» THROUGH «END\_DATE»

**I. DEFINITIONS**

- A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this Agreement.
- B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.
- C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.
- D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this Agreement.
- E. "Fiscal Year" means a twelve (12)-month period from July through June.
- F. "Net Cost" means Actual Cost minus Fee Revenue.
- G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

**II. SERVICES TO BE PROVIDED BY COUNTY**

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

3. Upon mutual agreement of CITY and COUNTY, COUNTY may prepare a new or amended Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and II.A.2. of Exhibit A to this Agreement, and may modify the format of the Animal Care Notice of Intent attached to this Agreement as Exhibit B.

B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of Animal Care Services. Each category of service includes Service Details which may be added or changed by ADMINISTRATOR upon six (6) months prior notification to CITY. COUNTY shall provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the Agreement.

1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited to, emergency response service; patrolling; impounding of stray animals and of owner-released animals; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and CITY officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns, not to include wildlife eradication or relocation services; injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; and impound animal photography.

2. ANIMAL CARE SPECIAL SERVICES

a. Animal Care Special Services include, but are not limited to animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; animal field canvassing to locate and license unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to complaints and in accordance with COUNTY established inspection schedules; and when applicable, issuance of animal permits for private homes.

b. The number of hours of canvassing provided to CITY by COUNTY will be prorated based on available canvassing hours and CITY percentage of costs of Animal Care Services received by CITY during the previous Fiscal Year. At sole discretion of COUNTY, COUNTY may provide canvassing services to cities that did not receive canvassing services in the previous Fiscal Year. COUNTY may change its methodology for allocating canvassing hours upon six (6) months prior notification to cities.

3. ANIMAL CARE SHELTER SERVICES

a. Animal Care Shelter Services include, but are not limited to, retention of impounded

animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, consistent with applicable laws, keep said premises in a clean condition at all times, and use humane methods of care consistent with applicable laws.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal

control regulations and/or ordinances pursuant to this Agreement, are not to be construed as held pursuant to the services provided under this Agreement; housing will be provided at the discretion of COUNTY and at COUNTY's usual and customary charges for such housing.

E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

### III. PAYMENTS

#### A. BASIS FOR PAYMENT

1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs may include services/supplies procured but not yet delivered within the Fiscal Year.

2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be provided to CITY annually in accordance with the Reports paragraph of this Agreement. CITY shall take all action necessary to ensure that Animal Care Services fees effective with respect to CITY are consistent with the most recent animal care services fees approved by the County of Orange Board of Supervisors (the "COUNTY FEES") which fee amounts will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services. If CITY wishes to charge fees which are different from the COUNTY FEES, CITY shall notify COUNTY of the applicable fee amounts to be charged for Animal Care Services within CITY's jurisdiction (the "CITY FEES") and the applicable CITY FEES will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services.

3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation from CITY to enable efficient enforcement of fee collection.

#### B. PAYMENT SCHEDULE

1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided in accordance with the following payment schedule. Billings are due from COUNTY to CITY within thirty (30) calendar days following the three-month Period specified below.

<u>Period</u>	<u>Billing Due</u>	<u>Payment Due</u>
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

2. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

#### **IV. CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE**

A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the Agreement. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

#### **V. LAWS AND REGULATIONS**

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this Agreement.

B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this Agreement. It is solely the responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances and may agree to enforce, and issue citations for violations pursuant to, the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances may result in increased costs to CITY.



E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

F. CITY may request that specific ordinances adopted by CITY not be enforced in CITY by COUNTY. Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify CITY, in writing, of COUNTY's decision regarding the requested exclusion.

G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY in defining the manner in which enforcement of a new or amended animal care ordinance would be provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care Notice of Intent to CITY which will include reference to the CITY ordinance.

H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the Payments Paragraph of this Agreement.

## VI. REPORTS

A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue and expenses for each period specified below. Said reports will be due to CITY within thirty (30) calendar days of the month following the reporting period, in accordance with the schedule below:

<u>Period</u>	<u>Reports Due</u>
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY by July 30:

1. A payment methodology report for Animal Care Services to be provided by COUNTY during the next Fiscal Year and
2. A Fiscal Year intake and outcome report.

C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B. above upon six (6) months written notification to CITY.

D. No less than once every three (3) years, COUNTY shall engage an external auditor to review CITY billings.



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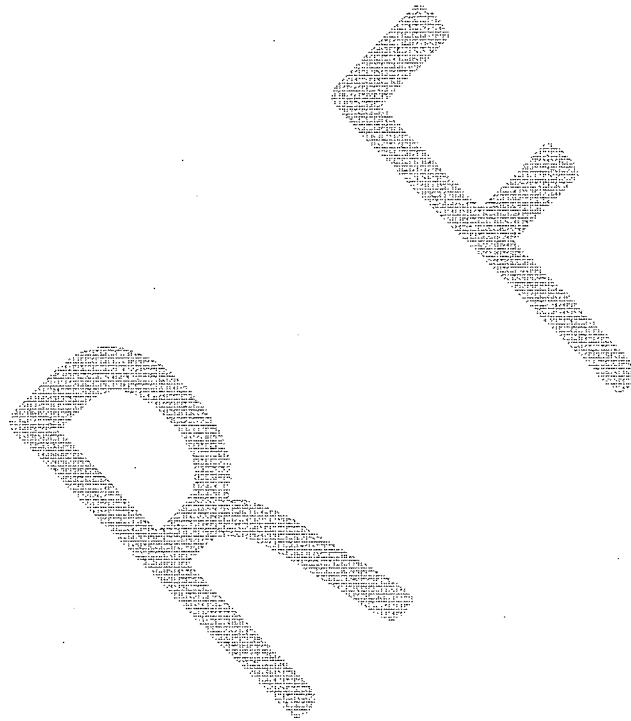


EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
OC ANIMAL CARE SERVICES  
WITH  
CITY OF «COMPANY»  
«START\_DATE» THROUGH «END\_DATE»

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: «NOI\_START» through «NOI\_END». COUNTY agrees to provide to the City of «COMPANY2» the following Animal Care Services beginning «NOI\_EFFECTIVE»:

- «SERVICE1»
- «SERVICE2»
- «SERVICE3»
- «SERVICE4»
- «SERVICE5»

The total estimated cost for Animal Care Services specified above is «TOTAL\_COST».

- This is a new Animal Care Notice of Intent for the Period indicated above.
- This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

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To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ City of «COMPANY2» Representative and Title	_____ Date
_____ OC Animal Care Director	_____ Date

## ANIMAL SHELTER SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Orange County Humane Society**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. \_\_\_\_\_ (April 26, 2016).
2. CITY desires to utilize the services of CONTRACTOR to **furnish all materials, equipment, and labor to provide animal shelter services, as more fully described herein.**

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of five (5) years beginning on January 1, 2017, with an option to extend said agreement an additional five (5) years, for a total performance period of ten (10) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Scope of Services which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Services attached as Attachment A, and incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Compensation under this agreement shall be payable in accordance with Scope of Services in Attachment A. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900, an additional cost of \$20.00 per animal will be charged. At the direction of City, the Contractor shall hold animals longer than the

minimum 5 day retention for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day. Additionally, the City will make a contribution toward the expansion of Contractor facilities to include a new drop-off/remote office. To this end, the City agrees to pay up to 25% of the cost of the related tenant improvements, up to \$25,000 in year one.

- 3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving one hundred eighty (180) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and

have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.



For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Orange County Humane Society  
21632 Newland Street  
Huntington Beach, CA 92646
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway

10. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required for the work to be performed under this Agreement.
11. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
12. **Time of Essence.** Time is of the essence in the performance of this Agreement.
13. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
14. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
15. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR,

CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\

(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

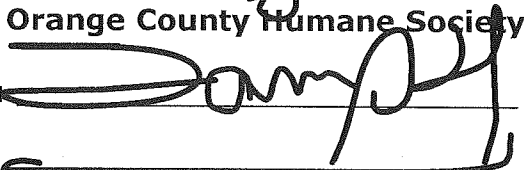
By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Orange County Humane Society**

By: 

Name: Samir S. Botras

Title: Officer

\_\_\_\_\_  
\_\_\_\_\_

Date:

Tax ID No.

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

## Attachment A

### Scope of Services

#### Purpose

Contractor shall provide shelter facilities for all animals that are impounded or quarantined by Garden Grove Animal Care Officers for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

#### Scope of Services

The following is a list of requirements for the Agreement in providing the City of Garden Grove shelter service needs:

1. Acceptance of Animals. The Contractor shall accept animals on behalf of the City of Garden Grove that are brought in by Garden Grove Animal Care Officers. This includes live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
2. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Care Officers with flexibility in drop off times for animals. Numerous drop-offs per day shall be permitted.
3. Facility Requirements. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for quarantined animals and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Garden Grove Animal Care staff reserve the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.
4. Special Handling. The Contractor must ensure the animals with Police Holds, quarantines or pets held in protective custody would be in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Garden Grove Animal Care would have permission to extend a pet's stay if necessary until a case is resolved, e.g., pending cruelty, court case, etc.

These animals would not be removed from the isolated area without approval from Garden Grove Animal Care Officers.

5. Other Animals. The Contractor must ensure that the shelter would accept all animals including exotics, birds and livestock.
6. Adoption. The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The Contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Garden Grove Animal Care Officers reserve right to deem vicious animals unsuitable for adoption (i.e. animal with history of vicious behavior).
7. Disposal of Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 5 days, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them without the consent and approval from Garden Grove Animal Care. The Contractor shall be responsible for maintaining animals beyond the minimum 5 days as may be required for the completion of any judicial process or to the extent required by law. Contractor must make all reasonable attempts to reunite animal with owner before euthanasia or adoption, to include accessing current licensing records, using contact information on owner provided tags worn by the animal and scanning all animals to detect implanted computer chips.
8. Euthanasia. Arrange and/or provide for the humane euthanization and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations, which shall not subject such animals to any unnecessary pain.
9. Collection of Fees. The Contractor shall be responsible for collecting all fees (Examples: license fees, spay/neuter fines, subsequent impound fees, etc.) due to the City, issuing receipts for payment and remitting monies due to the City directly to Animal Care staff prior to releasing the animals. The collected fees shall be remitted to the City within 10 working days following the end of the prior month.
10. Care. The best possible care and treatment shall be given to all animals held in custody in accordance with applicable laws. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor should have veterinary services available during normal business hours.

Owners would remain responsible for all routine/emergency veterinary care costs.

11. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Garden Grove Animal Care. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals, and fees collected that are payable to the City.

The following is a more comprehensive list of the desired information in monthly report.

- Description of the animal, including its breed, color, size, sex, disposition
- Who brought in the animal, date animal was brought in, where and how the animal was obtained
- The animal's owner
- Duration of stay
- When the animal was redeemed, who redeemed the animal
- When the animal was adopted, who adopted the animal and when
- Name and address of new owner
- When the animal was euthanized
- Disposition of all complaints regarding animals
- All dangerous or potentially dangerous animals and dog-bite incidents
- All criminal citations issued and their final disposition
- Fees collected
- Records of licenses sold with names and addresses

12. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Care Officers employed by the City of Garden Grove with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100mg/ml concentrate, used primarily in dog capture)  
Current usage 2 bottles per Animal Care Officer per month.

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used in dog capture) Current usage 2 bottles per Animal Care Officer per year.

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)

1-250ml bottle per Animal Care Officer per year.

13. Compensation. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900 an additional cost of \$20.00 per animal will be charged. At the direction of the City, the Contractor shall hold animals longer than the above-stated retention period for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day.



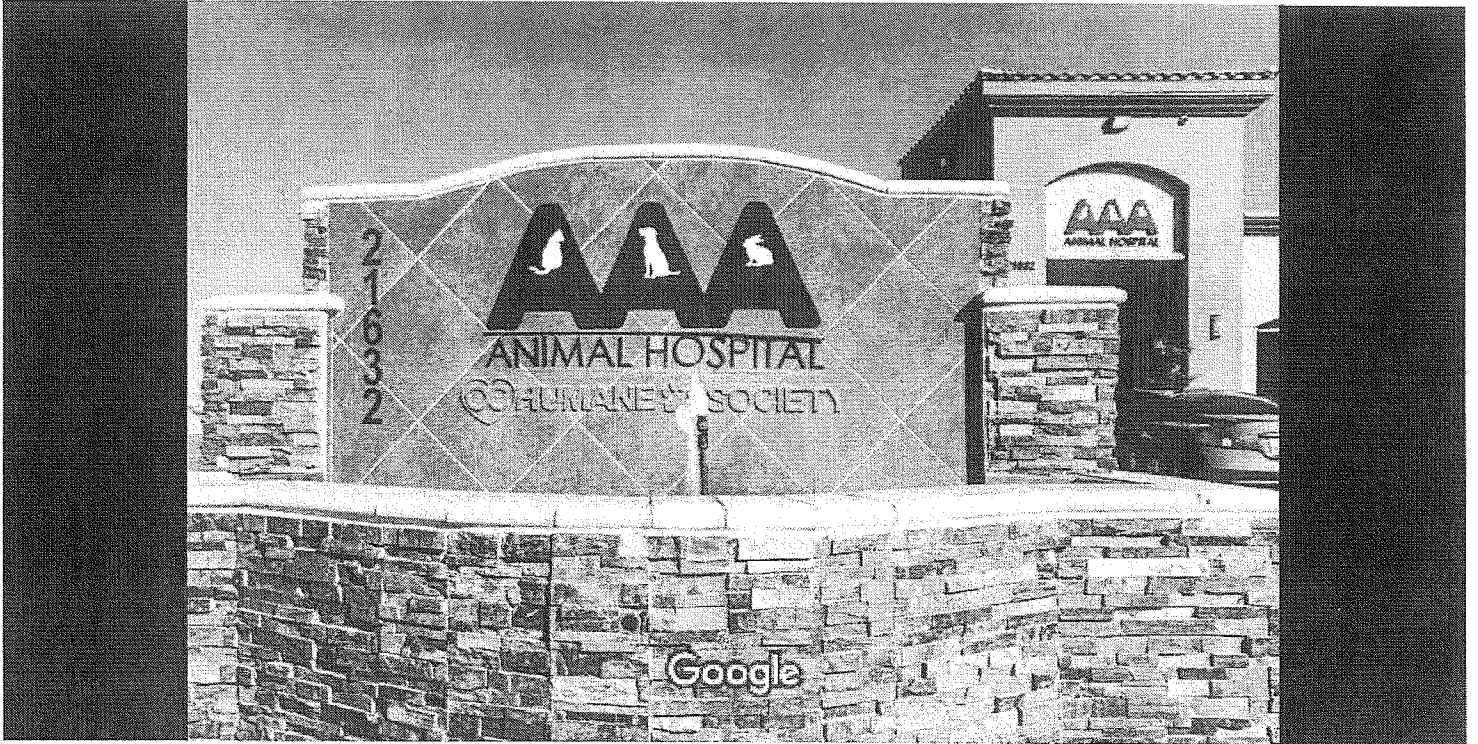


Image capture: Feb 2013 © 2016 Google

Photo - Feb 2013



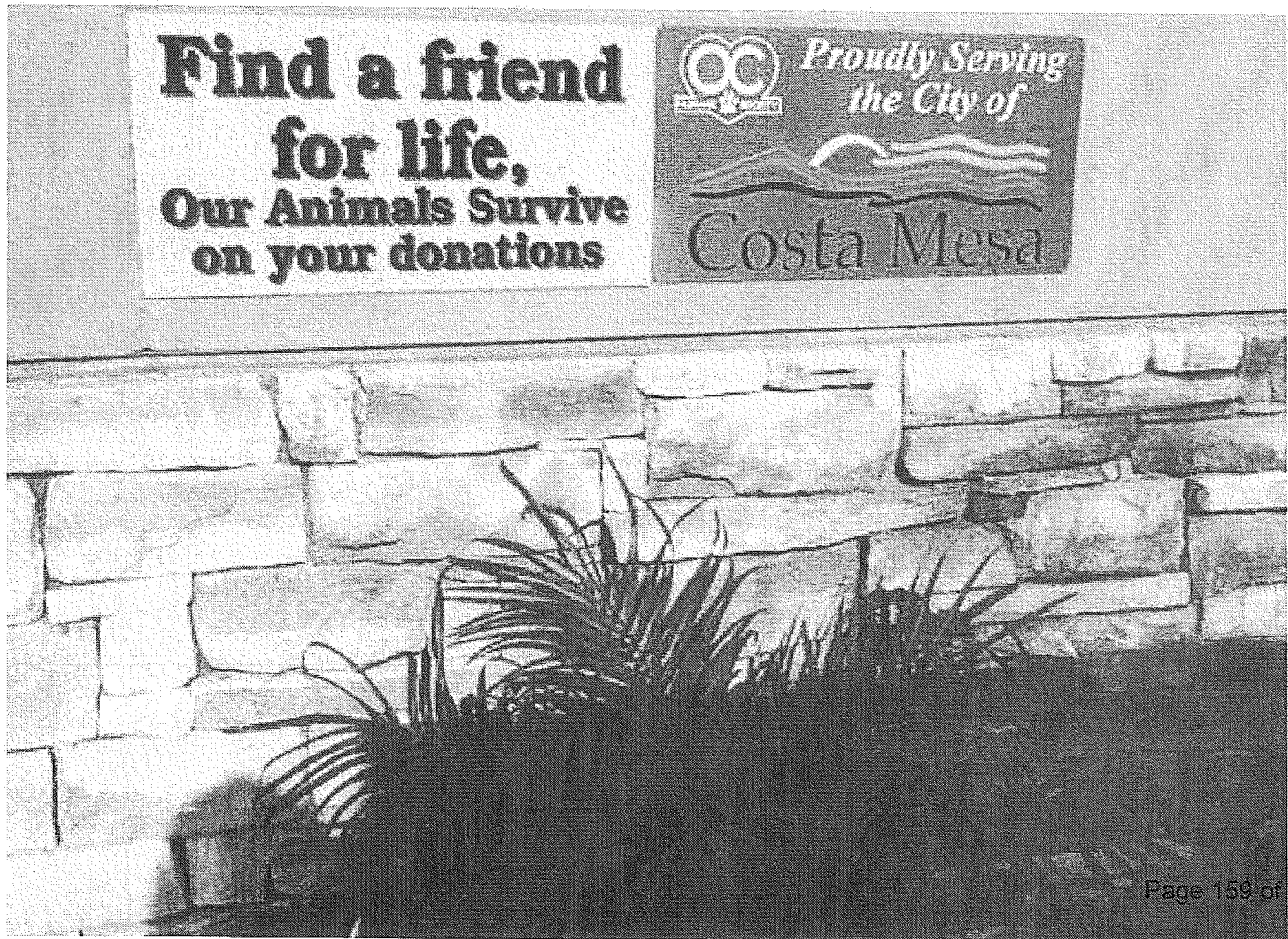
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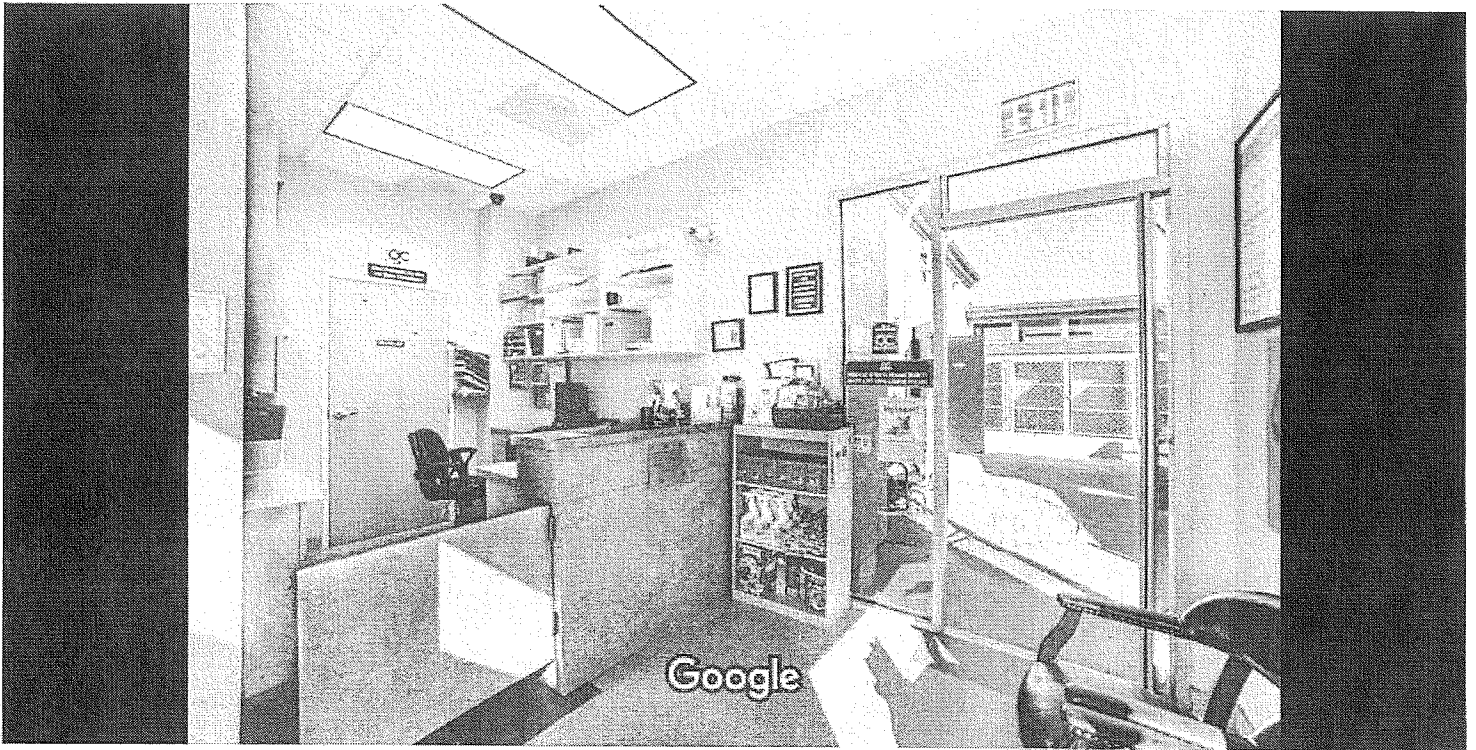


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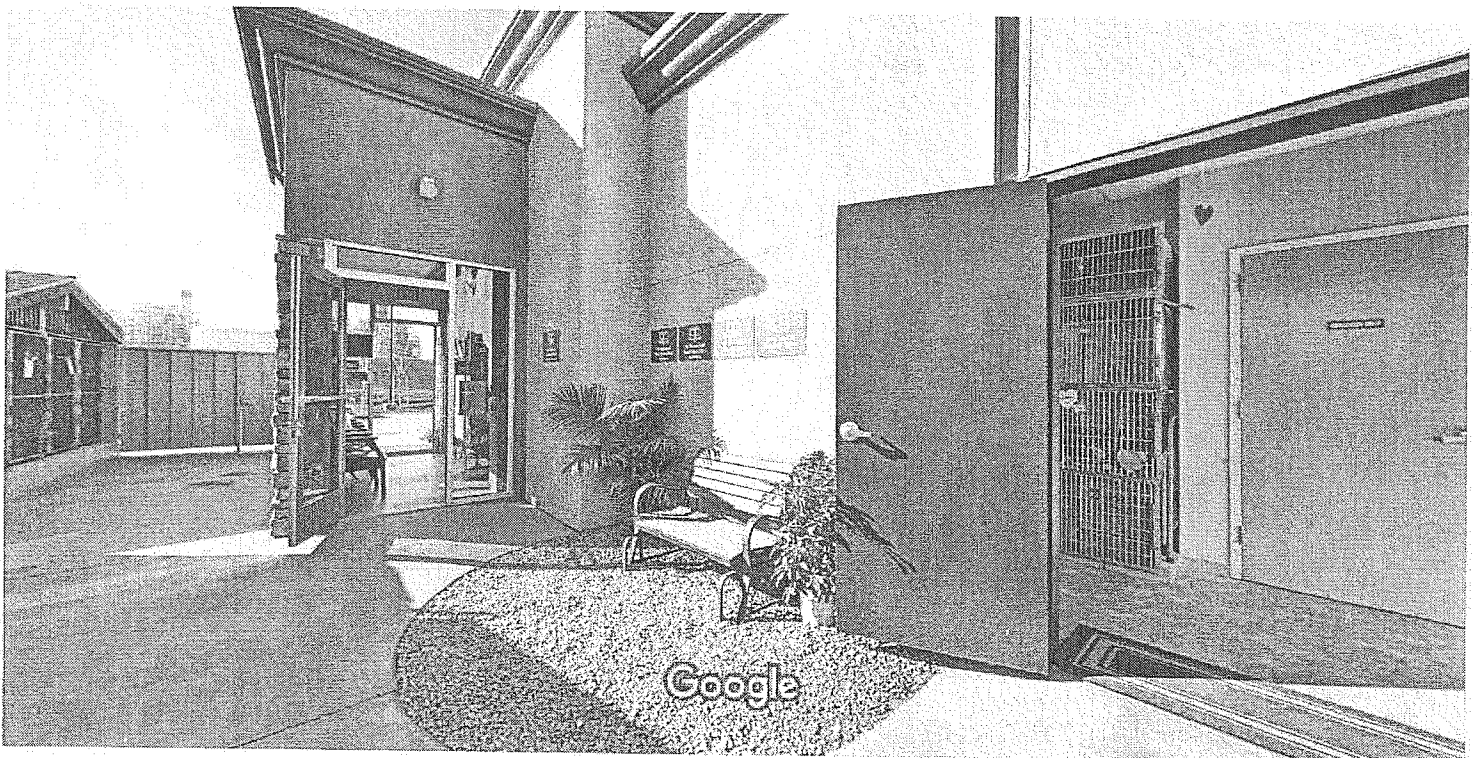


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Page 160 of 201



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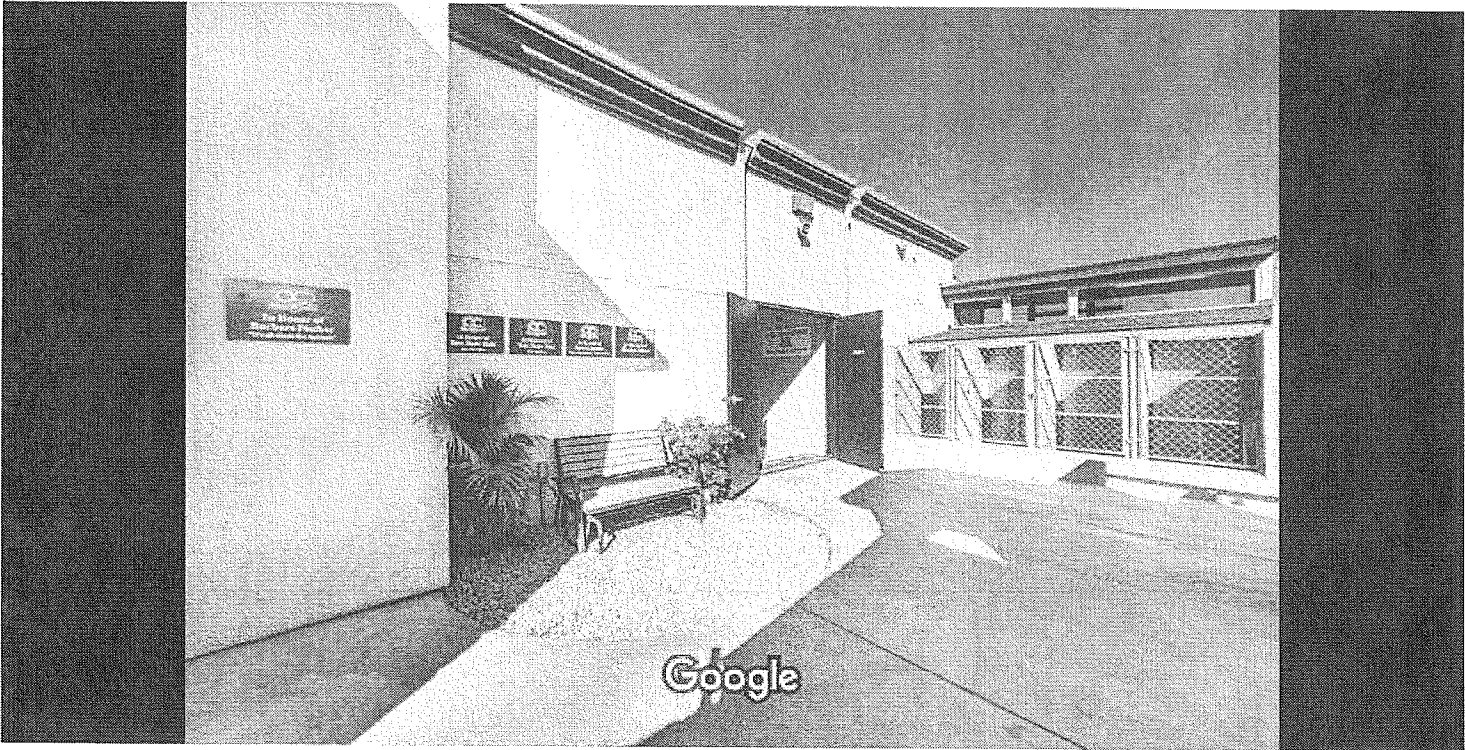


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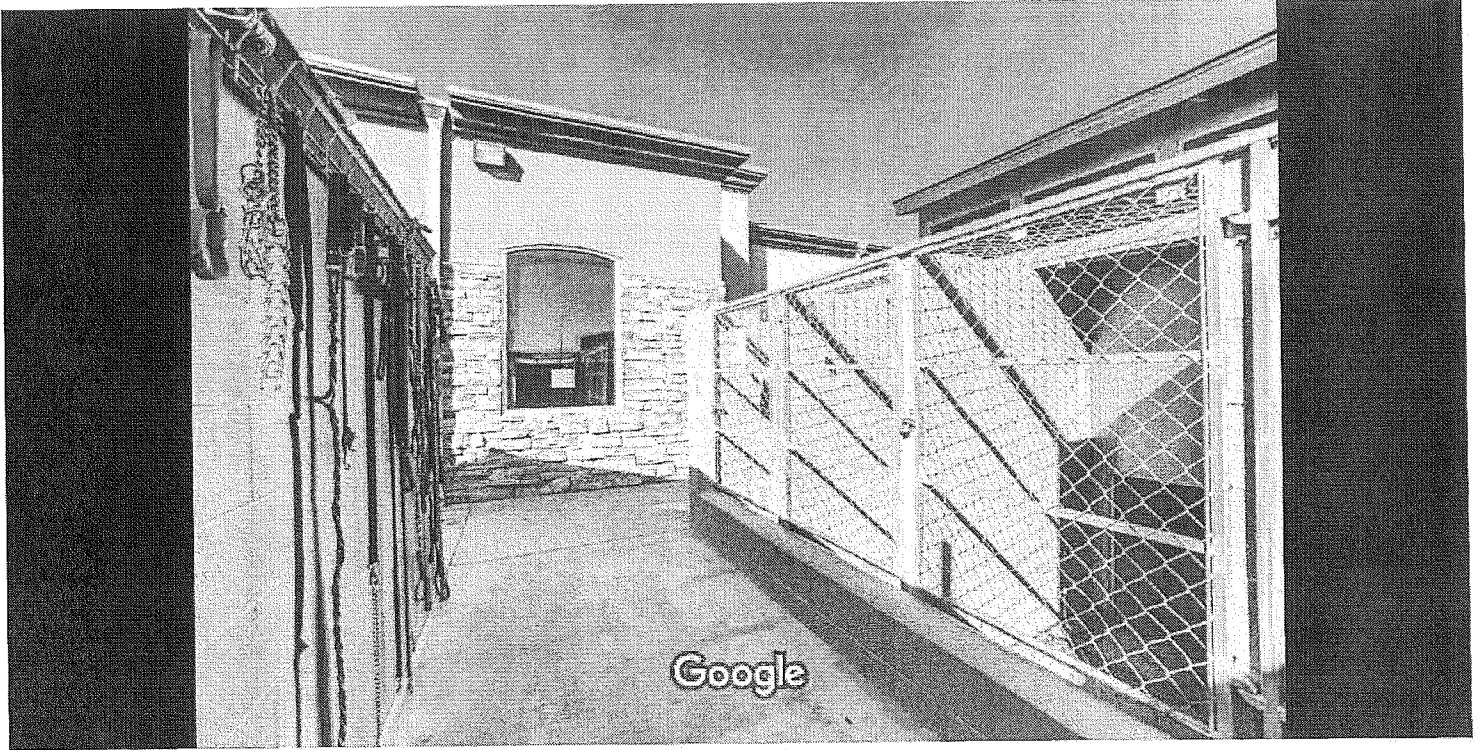


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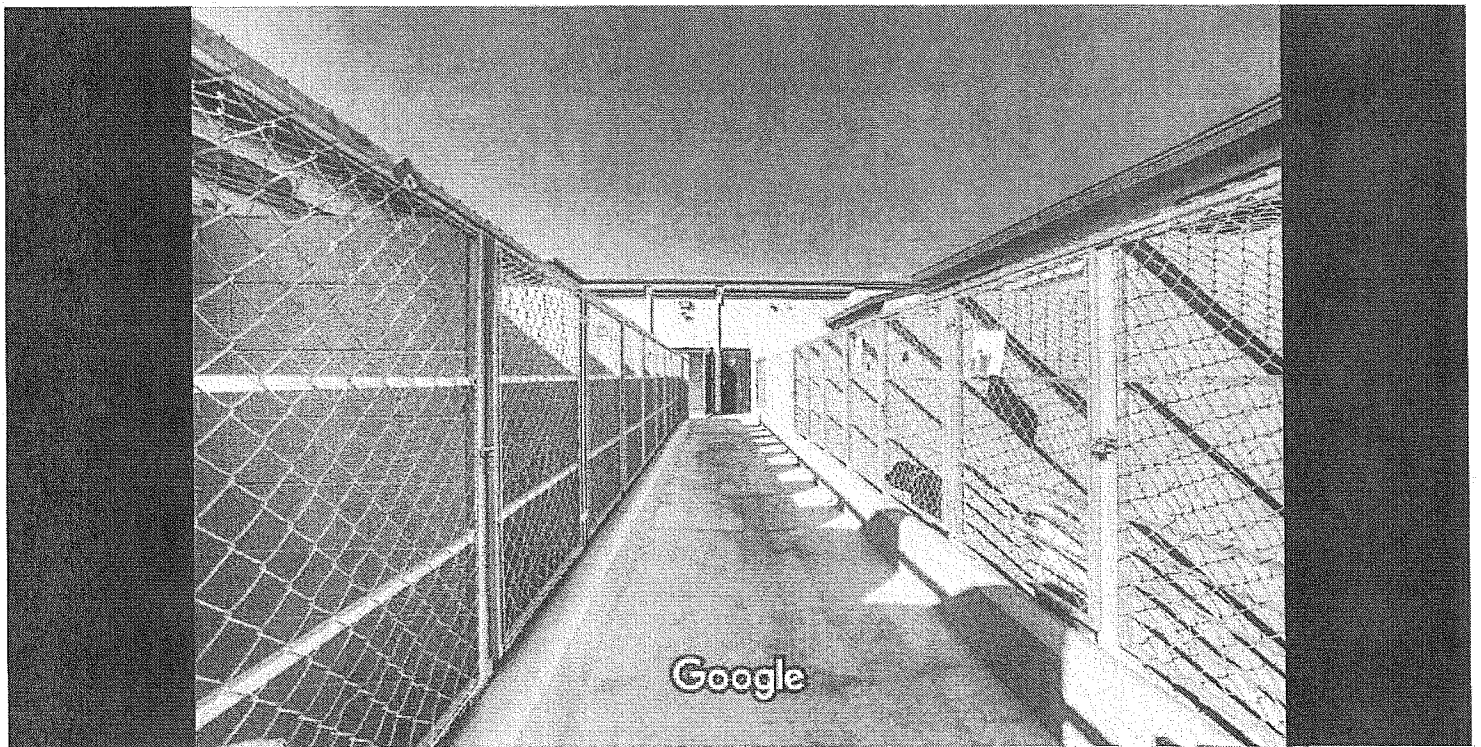


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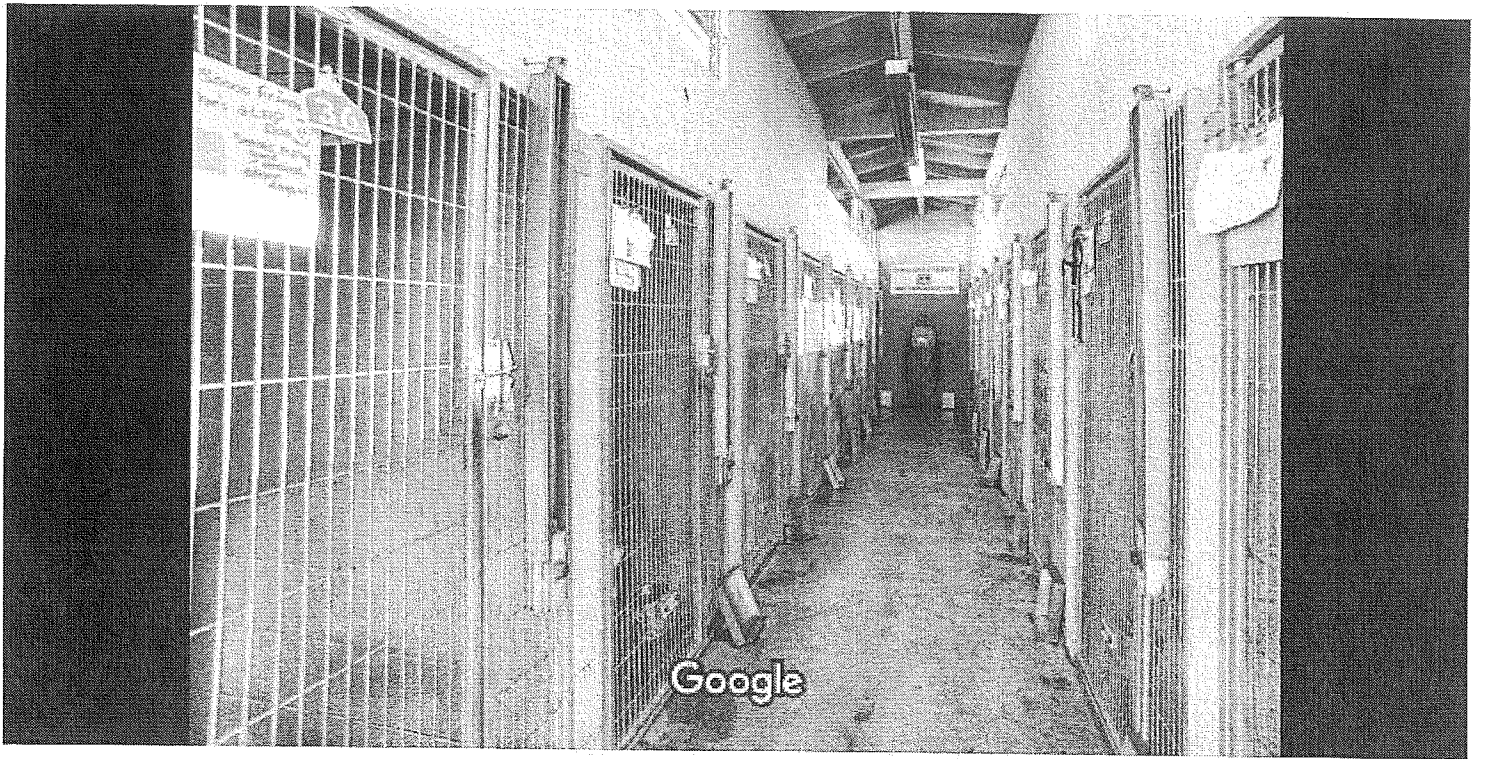
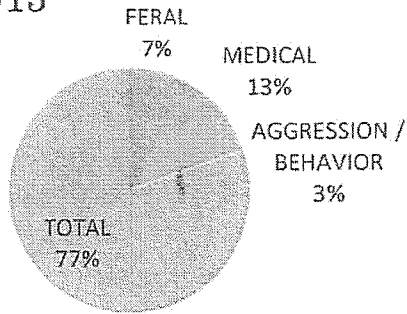


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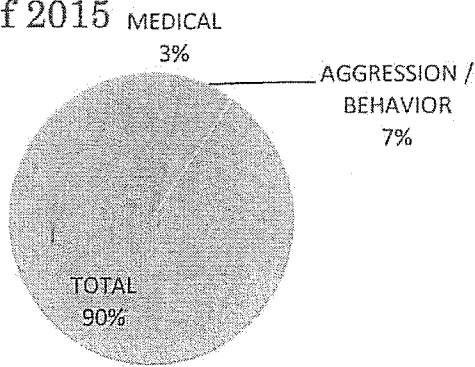
	FERAL	MEDICAL	AGGRESSION / BEHAVIOR	TOTAL	TOTAL EUTH
CATS	53	106	27	619	186

### Cat Euth % of 2015



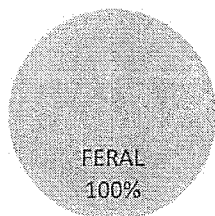
	MEDICAL	AGGRESSION / BEHAVIOR	TOTAL	TOTAL EUTH
DOG	28	55	773	83

### Dogs Euth % of 2015



	FERAL	Rabbit	Reptile	TOTAL	TOTAL EUTH
Other	1	0	0	38	1

### Other Euth % of 2015



Item	Start Up/One Time Expense	On Going Yearly Expense
1 FT Animal Officer Salary		\$ 101,300
2 FT Sr. Animal Officer Salary		\$ 121,200
3 1,000 HR PT Office Assistant		\$ 26,460
4 PW Supervisor		\$ 137,400
5 Training		\$ 12,000
6 Overtime (200 hours)		\$ 12,000
7 Stand By Pay (One Officer, 20 Hours per week)		\$ 41,400
8 Uniforms/Equipment	\$ 35,000	\$ 6,000
9 2 Specialized Vehicles	\$ 90,000	\$ 24,000
10 1 F250 4Dr Truck with Animal Care Slide In	\$ 45,000	\$ 12,000
11 Computers in Vehicles	\$ 8,000	\$ 1,000
12 Dispatch/Tracking/License Computer Program*	\$ 9,800	\$ 9,600
13 Dog License Program Administration		\$ 30,000
14 Expand and Outfit ROW Office*	\$ 50,000	
15 Build Temporary Holding Pens at PW*	\$ 180,000	\$ 3,000
16 As Needed Supplies	\$ 6,000	\$ 6,000
17 Veterinary Consultant		\$ 25,000
	<b>Non-Shelter Service Total</b>	<b>\$ 423,800</b>
18 OC Humane Society	\$ 25,000	\$ 310,000
	<b>Shelter and Non-Shelter Service Total</b>	<b>\$ 448,800</b>
Projected Revenue Offset from Dog License Program		\$ (400,000)
	<b>Total Cost with Offset</b>	<b>\$ 448,800</b>

**Total Cost for Start up and On-going Animal Control \$ 1,327,160**

**Cost for Ongoing Animal Control \$ 878,360**

Actual costs for items listed with an asterisk (\*) might be lower than the amount reflected.



COST ESTIMATE FOR ANIMAL CARE SERVICES

Detailed Explanation of Costs (2 Officers)

Item	One Time	Yearly	Justification
FT Animal Officer		\$101,300	The rate, including fringe, is based on a top step salary of a Senior Community Service Officer, which has a pay rate similar to the average salary of comparable Animal Control positions in surrounding cities.
FT Sr. Animal Officer		\$121,200	The rate, including fringe, is based on a top step salary of a Buyer, which has a pay rate similar to the average salary of comparable Animal Control positions in surrounding cities.
1000 HR PT Office Assistant		\$26,460	This position would support animal control operations with paperwork tracking, phone calls and in-person customer service. Non-benefited position.
FT PW Supervisor – Right of Way, Graffiti, Street Sweeping, Parking Citations, Hazmat Disposal, Street Sign Maintenance and Installation, Street Striping, Animal Care		\$137,400	This position would oversee all staff listed above and the Animal Care Program, plus existing programs and staff, which include graffiti abatement, street sweeping, and parking citations.
Training		\$12,000	The intent is to hire people who are properly trained, however, additional and on-going training would be needed. Most trainings would require travel and overnight stays.
Overtime (200 hours)		\$12,000	Based On Sr. Animal Officer Rate
Stand By Pay (20 Hours per week)		\$41,400	Based On Sr. Animal Officer Rate and Standby clause in League MOU.
Uniforms/Equipment	\$35,000	\$6,000	This would provide uniforms, county wide 800 MHz radios (\$24,900 for 3 sets of portable and vehicle), cell phones, and position specific safety equipment, as well as equipment needed for animal control operations.
Two (2) Specialized Vehicles	\$90,000	\$24,000	This would be a new fleet addition. Each vehicle costs approximately \$45,000, with \$1,000 per month in vehicle rent. Six to nine month lead time needed for vehicle outfitting.
One (1) F150 4Dr Vehicle	\$45,000	\$12,000	This would be a new fleet addition to support animal control and section operations. Purchase price also includes a removable animal control box.

COST ESTIMATE FOR ANIMAL CARE SERVICES

Detailed Explanation of Costs (2 Officers)

Computers in Vehicles	\$8,000	\$1,000	Two computers, \$4,000 each. This would allow for access to animal care dispatch and tracking software while in the field. Ongoing cost is for internet access.
Dispatch/Tracking/License Computer Program	\$9,800	\$9,600	This would be a computer program that incorporates call dispatching, barking/vicious dog tracking, and dog licensing. Yearly fee is based on an estimated 10 computers that would use the program (\$960 each computer). Staff is working with the Police Department to evaluate current software systems in place to see if they can be used for the Animal Care program.
Dog License Program Admin		\$30,000	This would cover the mailing of registration notices, purchase of dog tags, and credit card processing fees.
Expand and Outfit Right of Way Office	\$50,000		Currently, there is no available office space at the Yard to accommodate animal control operations. This amount is to expand an existing office, and purchase of office equipment and desktop computers.
Build Temporary Holding Area at PW	\$180,000	\$3,000	The area would be set up according to state laws. It would provide a shelter to keep the animals out of the sun and rain, and would either be open air with a cover or an enclosed building with air conditioning. Animals would have access to food and water. The area is not intended to keep animals over night, but would be built to hold animals during the daytime when officers might be too busy to drive to the third party shelter. It would include sewer and water connections, concrete work, kennel enclosures and other items related to animal sheltering. Most construction would be completed by an outside contractor. While staff has been evaluating the needs and the potential location of the facility, no area at the Public Works yard has been identified yet. Engineered plans and possibly architectural drawings would be needed for construction. Yearly allocation is for ongoing maintenance needs.

COST ESTIMATE FOR ANIMAL CARE SERVICES

Detailed Explanation of Costs (2 Officers)

As Needed Supplies	\$6,000	\$6,000	This would allow for the purchase of food, bowls, disinfectant, cleaning supplies and other items needed to temporarily care for animals.
Veterinary Consultant		\$25,000	To ensure program compliance, guidance from an independent outside veterinarian is sought.
OC Humane Society		\$310,000	



# CITY OF GARDEN GROVE

(714) 741-5100

March 28, 2016

Orange County Board of Supervisors  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Bao Nguyen  
Mayor

Steven R. Jones  
Mayor Pro Tem

Christopher V. Phan  
Council Member

Phat Bui  
Council Member

Kris Beard  
Council Member

Dear Supervisors:

At the Garden Grove City Council meeting on March 22, our staff provided an update to the City Council regarding the City's existing contract with the County of Orange for animal care services and the County's current efforts to move forward with a design-build contract to construct a new animal shelter at the former Tustin Marine Base. Accordingly, the City Council was advised that the County is requiring its partnering cities to commit to both a capital contribution and a 10-year service agreement by April 30, 2016. Following that discussion, the City Council directed the City Manager to forward the following concerns and questions to the Board of Supervisors.

As the City of Garden Grove is considering the future of animal care services, the City Council is concerned about rising program costs, the potential \$35 million cost of building a new animal shelter and the need for enhanced communication with the public. Since FY 2011-12, Garden Grove's costs have increased 79% from \$729,000 to a projected \$1,307,631 for FY 2015-16. Additionally, the City is being asked to pay 13.8% of the new animal shelter cost, adding an annual shelter payment of \$430,828 to current service costs. For FY 2016-17, Garden Grove's estimated program cost, including the new shelter payment is \$1,738,459. This is a 138% cost increase over a six-year period. Moreover, if any cities opt out of the program, we understand that costs will be reallocated based on a new percentage, potentially increasing costs further.

Although the County has provided a justification for the increase in service costs, the City's revenues have not increased accordingly and the City is struggling with a structural deficit. Therefore, the City of Garden Grove would like to understand the strategies to control the costs of animal care and procedures that would assist the City with managing future costs. For example, can the County provide adequate animal care with a less expensive shelter and can the City be assured it will be allowed to participate in the new shelter design? Also, the City of Garden Grove would benefit from data and supporting cost calculations for the uncollectable fee revenue planned to be written-off by the County and billed to the City of Garden Grove. In order for the City to manage its limited resources, the County would need to provide accurate

Orange County Board of Supervisors

March 28, 2016

Page 2

calculations for the uncollectable fee revenue along with supporting justification indicating Garden Grove is responsible for the debt.

The City Council also expressed concern that Orange County Animal Care could provide better communication with the residents of Garden Grove. With a community as diverse as Garden Grove, it is essential that communication and public outreach by Orange County Animal Care be conducted in English, Vietnamese, and Spanish. A more effective communication program could assist Orange County Animal Care in increasing revenues through licensing compliance and decreasing the need for field and shelter services.

Although the City of Garden Grove has generally been pleased with the services provided by the County, the steep increase in costs over a short period of time is of great concern. As the City continues to deliberate this issue, any information that offers long-term cost containment assurances will be helpful to the City Council and the staff.

Should you have any questions, please contact me at (714) 741-5100 or [sstiles@ci.garden-grove.ca.us](mailto:sstiles@ci.garden-grove.ca.us). Maria Stipe, our Deputy City Manager, is leading our efforts on this project. The Orange County Animal Care staff can contact her directly at (714) 741-5106 with information that would be helpful to us.

Sincerely,



Scott C. Stiles  
City Manager

Cc: Garden Grove City Council Members  
Frank Kim, County Executive Officer  
Steve Franks, Director, Orange County Community Resources

April 15, 2016

**STEVE FRANKS**  
DIRECTOR  
OC COMMUNITY RESOURCES

**JENNIFER HAWKINS, DVM**  
DIRECTOR  
OC ANIMAL CARE

**RENEE RAMIREZ**  
INTERIM DIRECTOR  
OC COMMUNITY SERVICES

**JULIA BIDWELL**  
INTERIM DIRECTOR  
HOUSING COMMUNITY  
DEVELOPMENT & HOMELESS  
PREVENTION

**STACY BLACKWOOD**  
DIRECTOR  
OC PARKS

**HELEN FRIED**  
COUNTY LIBRARIAN  
OC PUBLIC LIBRARIES

Mr. Scott C. Stiles, City Manager  
11222 Acacia Parkway  
Garden Grove, CA 92842

Dear Mr. Stiles:

In response to the letter to the Orange County Board of Supervisors dated March 28, 2016, Garden Grove's (City) concerns about rising costs of animal care services, as well as the cost implications to the City over the proposed new animal care center, OC Community Resources prepared the following information. The response does not address all aspects of OC Animal Care costs. The County has continually provided financial details in the past and is more than willing to work with City staff to answer any questions.

The concerns identified in the March 28 letter are addressed, as follows:

1. *Can the County provide adequate animal care with a less expensive shelter?*

Yes, the County currently provides adequate animal care in the current aging shelter. However, the need to replace the aging shelter is an irrefutable fact. Orange County will replace the outdated shelter to meet current shelter operational standards. The proposed replacement shelter is designed to be functional, not extravagant. The minimum requirements will include clinic facilities, operating rooms, housing for animals, customer service desks, offices and parking for service vehicles.

The County is extremely cost conscious and mindful of limited public resources. We ensured the shelter cost will not exceed \$35 million in the design/build process. Cities will have opportunity to participate in the process through the Design Advisory Board.

2. *Can the City be assured it will be allowed to participate in the new shelter design?*

The participation agreement states that the three City representatives on the Design Advisory Board will be selected by the members of the City Managers Association Animal Care Committee.

OC Animal Care

561 THE CITY DRIVE SOUTH



ORANGE, CA 92868  
PHONE: 714.935.6848  
FAX: 714.935.6373



At least two of the representatives shall come from cities whose usage is more than 8% of the total shelter services. The County cannot assure Garden Grove of membership on the Design Advisory Board as the selection will be made by the city managers.

The County is committed to seeking input from all stakeholders and Garden Grove will have an opportunity to provide input to the County regardless of the Design Advisory Board composition. There will also be public presentations on the shelter design.

3. *Also, the City of Garden Grove would benefit from data and supporting cost calculations for the uncollectible fee revenue planned to be written off by the County and billed to the City of Garden Grove.*

In context, the County collects approximately 95% of the animal care fee and licensing bills sent to residents. The uncollectable fee revenue represents the 5% that is billed and not collected.

Prior to Jan. 1, 2016, all OC Animal Care (OCAC) user fees were invoiced to the responsible party, recorded on the County's financial records as revenue, and credited to the contract cities (and the County) through the quarterly billing process, regardless of collection status.

Prior to 2016, Garden Grove received credit for the fees billed to Garden Grove residents even if residents failed to pay. The quarterly billings to Garden Grove were subsequently reduced based on the fees billed, not only based on fees received. In other words, the billings to the cities were lower than actual revenues supported.

**Then, Garden Grove received credit for the revenue when the bill was sent.**

Beginning Jan. 1, 2016, the County's method of recording fee revenue changed to cash basis, meaning that user fees will only be recorded as revenue and credited to the contract cities (and the County) when collected.

**Now, Garden Grove receives credit when a Garden Grove resident pays their fee.**

The uncollectable fee revenue will address the past revenue credited to Garden Grove that was never paid by the residents from FY 2009-10 through FY 2015-16. It is the County's policy to write-off uncollected fee revenue in excess of four years from the date of invoice.

If any contract cities terminate the agreement with OCAC, those cities are responsible for only for the City's share of the uncollected fee revenue as of the date services end, due to the fact that these funds have been previously credited to the City, and ultimately reduced the cost to the City.

**City is not being asked to pay for the County's portion of uncollected revenue nor is the City being asked to pay for another city's uncollected revenue.**

The amount of uncollected fee revenue that has been previously credited to Garden Grove through the quarterly billing process totals \$505,951.72 as of Jan. 31, 2016.

Please note, this amount has not been designated as being fully uncollectible. Since a significant amount of this revenue was invoiced fairly recently (during the first and second quarters of the current fiscal year), the County is still engaged in collection efforts. The County expects the uncollected revenue to decrease in the next few months due to our continued collection efforts. Collection on all fee revenues are undertaken by the Orange County Treasurer Tax Collector (TTC).

As requested included for reference is a breakdown of all outstanding and uncollected animal care fee amounts, organized by contract city, and the fiscal year these amounts were credited. The total amount of fee revenue credited to Garden Grove between FY 2010-11 through 2015-16, totals \$505,951.72. It is important to note that this total covers multiple fiscal years.

The enclosed spreadsheet identifies the amount of uncollected fee revenue previously credited to Garden Grove for each fiscal year, from FY 2009-10 through FY 2015-16 (page 1 and 2), based on the same percentages used during the related quarterly city billing periods (page 3).

4. *With a community as diverse as Garden Grove, it is essential that communication and public outreach by Orange County Animal Care be conducted in English, Vietnamese, and Spanish.*

The County strongly supports active community communication and outreach. Going forward OCAC will ensure that printed information is available in English, Vietnamese and Spanish. OCAC will also take steps to provide an open means of verbal communication for all three of these languages. If the City has additional outreach and engagement ideas, OCAC is open to discussions.

**Additional City Concerns:**

The County is mindful of budgetary constraints of participating contract cities and the cost of building of a new animal shelter. Similarly, some contract cities have indicated a desire to limit program costs while others desire a higher level of service. The 10 year service agreements allow the County to balance the needs of the different contract cities by allowing some customized levels of service and by allowing for a more affordable payment schedule over 10 years.

On May 5, 2016 OCAC has scheduled a budget workshop for the contract cities to provide input into the FY 2016-17 budget. It is our hope that this will make for a more open



budgeting process which allows for the cities to actively participate in the planning process.

- Cost Containment

Garden Grove has expressed interest in containing cost increases. The following options are available to Garden Grove to control animal care costs:

- The City may adopt a different fee structure from the County fees to offset the cost of services provided to Garden Grove.
- The City may seek non-profits to take impounded animals from Garden Grove as soon as the legal holding period at the shelter expires. This would reduce the lengths of stay for Garden Grove's animals thereby reducing shelter charges to Garden Grove.
- The City may request additional canvassing services to increase license compliance rates which will increase revenue credited to Garden Grove thereby decreasing the City payments to the County.

- Service Elements

County is aware that Garden Grove is considering assuming animal control field activities and contracting for shelter services separately in order to achieve long-term cost containment.

The following summary is provided to allow Garden Grove to compare the proposed service model with current services. Currently OCAC provides a full scope animal care and control program for Garden Grove that includes:

- 24/7 Animal Control Field Services. Officers are trained to handle wildlife, large animals and common pets. They issue citations for infractions.
- Vicious Dog: OCAC Officers are trained at collecting and presenting evidence in vicious dog investigations. Administrative hearings are moderated by attorneys retained by the Clerk of the Board and trained by County Counsel. Field services monitor designated dogs to ensure proper compliance with vicious dog maintenance restrictions, which are critical to public safety.
- Animal Cruelty: OCAC Officers are trained at conducting animal cruelty investigations, and preparing cases for prosecution by the District Attorney. Veterinary staff members conduct exams and write reports for cruelty investigations. OCAC also contracts for necropsies if needed. OCAC staff appear in court as witnesses.
- OCAC has a dedicated barking dog complaint employee, rabies control specialist, community outreach staff, dispatchers, canvassers and customer service staff that also serve Garden Grove.
- The County also handles lawsuits resulting from decisions made by OCAC employees. The city will need to assume that responsibility for cases arising from Garden Grove employees involved in handling and caring for animals.
- OCAC Chameleon data system is able to produce detailed reports on field and shelter services.
- OCAC animal business licensing unit issues permits and inspects animal related businesses such as groomers, kennels, pet shops, circuses, etc.

- OCAC's onsite clinic is staffed with veterinarians, registered veterinary technicians, and veterinary assistants to provide care for injured or sick animals.
- Kennel staff clean and care for animals being housed at the shelter.

Statistics from 2015 are currently being reviewed, but early numbers indicate at least a 93% system wide live release rate for dogs. This is the first time OCAC has witnessed the live release rate for dogs to be above 90%.

OCAC will continue to use a multi-model approach to improving outcomes of shelter animals by providing education, spay/neuter, diversion and other programs to the communities we serve, while also being respectful of cost considerations.

We are more than willing to meet you or to attend Council meeting to address any concerns regarding the OC Animal Care program. If you have questions on any items discussed in this letter, please contact me at 714-480-2788. You may also contact Dr. Jennifer Hawkins, Director, OC Animal Care at 714-796-6417, or Alan Young, Budget Analyst at 714-796-6411.

Respectfully yours,



Steve Franks, Director  
OC Community Resources

SAF:ay

Cc: Orange County Board of Supervisors  
Frank Kim, County Executive Officer  
Mark Denny, Chief Operating Officer  
Maria Stipe, Deputy City Manager, Garden Grove

**Uncollected Animal Care Invoices**  
(as of 01/31/16)

	FY09/10		FY10/11		FY11/12		FY12/13	
	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter
Anaheim	\$ 152.69	\$ -	\$ 82,339.89	\$ 12,657.47	\$ 172,903.84	\$ 21,495.29	\$ 275,582.40	\$ 43,023.40
Brea	\$ 23.80	\$ -	\$ 12,424.34	\$ 925.04	\$ 24,673.74	\$ 1,648.61	\$ 41,337.36	\$ 3,562.31
Cypress	\$ 23.39	\$ -	\$ 13,616.34	\$ 1,465.74	\$ 26,080.99	\$ 1,976.21	\$ 41,640.20	\$ 5,025.41
Fountain Valley	\$ 29.34	\$ -	\$ 16,092.04	\$ 1,706.77	\$ 31,709.98	\$ 2,430.64	\$ 52,542.36	\$ 5,173.83
Fullerton	\$ 64.07	\$ -	\$ 34,889.01	\$ 4,025.90	\$ 68,673.69	\$ 6,626.13	\$ 115,078.37	\$ 15,712.34
Garden Grove	\$ 75.96	\$ -	\$ 40,390.56	\$ 8,234.19	\$ 90,439.12	\$ 13,833.49	\$ 139,153.97	\$ 22,624.93
Huntington Beach	\$ 95.30	\$ -	\$ 52,081.35	\$ 4,273.44	\$ 112,110.74	\$ 7,397.59	\$ 183,368.29	\$ 15,479.10
Laguna Hills	\$ 16.24	\$ -	\$ 11,782.49	\$ 664.47	\$ 21,765.43	\$ 1,352.70	\$ 32,403.65	\$ 2,247.65
Lake Forest	\$ 38.90	\$ -	\$ 21,776.97	\$ 1,387.57	\$ 41,842.17	\$ 2,303.82	\$ 69,198.44	\$ 4,770.95
Orange	\$ 82.69	\$ -	\$ 43,187.18	\$ 5,947.64	\$ 87,906.08	\$ 8,877.11	\$ 141,122.42	\$ 17,387.48
Placentia	\$ 27.42	\$ -	\$ 14,074.80	\$ 1,270.31	\$ 30,021.29	\$ 2,420.07	\$ 47,242.70	\$ 5,110.22
Rancho Santa Margarita	\$ 22.65	\$ -	\$ 12,332.64	\$ 690.53	\$ 24,486.11	\$ 1,268.16	\$ 42,094.45	\$ 2,480.90
San Juan Capistrano	\$ 20.70	\$ -	\$ 11,003.10	\$ 918.53	\$ 20,545.82	\$ 1,151.91	\$ 35,280.60	\$ 2,417.28
Stanton	\$ 16.97	\$ -	\$ 6,785.25	\$ 1,153.05	\$ 13,415.76	\$ 2,293.25	\$ 20,744.39	\$ 3,371.47
Tustin	\$ 29.05	\$ -	\$ 15,129.27	\$ 1,726.31	\$ 31,709.98	\$ 2,652.56	\$ 52,845.20	\$ 5,958.39
Villa Park	\$ 4.98	\$ -	\$ 2,613.24	\$ 169.37	\$ 4,972.28	\$ 232.50	\$ 8,782.30	\$ 466.49
Yorba Linda	\$ 44.77	\$ -	\$ 23,840.06	\$ 1,485.28	\$ 48,503.14	\$ 2,177.01	\$ 84,188.91	\$ 4,792.16
County	\$ 83.97	\$ -	\$ 40,849.02	\$ 4,162.70	\$ 80,588.39	\$ 4,861.27	\$ 131,583.03	\$ 11,683.54
<b>Subtotal</b>	\$ 852.88	\$ -	\$ 455,207.54	\$ 52,864.31	\$ 932,348.57	\$ 84,998.32	\$ 1,514,189.02	\$ 171,287.86
Santa Ana	\$ 6.12	\$ -	\$ 3,255.08	\$ 12,279.63	\$ 5,816.62	\$ 20,681.55	\$ -	\$ 40,754.55
<b>Grand Total</b>	\$ 859.00	\$ -	\$ 458,462.62	\$ 65,143.94	\$ 938,165.19	\$ 105,679.87	\$ 1,514,189.02	\$ 212,042.41

**Uncollected Animal Care Invoices**  
(as of 01/31/16)

	FY13/14		FY14/15		FY15/16		Total
	Control	Shelter	Control	Shelter	Control	Shelter	
Anaheim	\$ 136,768.51	\$ 31,715.40	\$ 109,361.87	\$ 36,687.32	\$ 39,559.38	\$ 19,817.33	\$ 982,064.79
Brea	\$ 20,202.71	\$ 2,146.74	\$ 15,154.35	\$ 3,289.85	\$ 5,238.95	\$ 1,187.98	\$ 131,815.77
Cypress	\$ 21,803.68	\$ 2,836.21	\$ 16,228.28	\$ 3,548.60	\$ 5,666.61	\$ 2,041.57	\$ 141,953.22
Fountain Valley	\$ 24,776.90	\$ 3,274.96	\$ 20,166.02	\$ 4,103.07	\$ 6,500.57	\$ 2,314.37	\$ 170,820.85
Fullerton	\$ 56,948.76	\$ 13,428.90	\$ 45,403.37	\$ 17,890.84	\$ 16,850.16	\$ 6,960.71	\$ 402,552.25
Garden Grove	\$ 71,357.48	\$ 16,703.86	\$ 53,338.52	\$ 19,424.87	\$ 19,779.69	\$ 10,595.06	\$ 505,951.72
Huntington Beach	\$ 92,856.21	\$ 11,532.87	\$ 71,476.01	\$ 12,678.84	\$ 26,451.33	\$ 5,957.52	\$ 595,758.59
Laguna Hills	\$ 15,628.51	\$ 1,096.88	\$ 11,693.90	\$ 1,829.75	\$ 3,977.32	\$ 765.59	\$ 105,224.58
Lake Forest	\$ 34,611.43	\$ 3,729.38	\$ 26,848.25	\$ 4,029.14	\$ 9,879.15	\$ 1,777.58	\$ 222,193.75
Orange	\$ 70,137.70	\$ 14,713.81	\$ 53,338.52	\$ 14,065.01	\$ 19,116.80	\$ 6,863.91	\$ 482,746.35
Placentia	\$ 23,328.41	\$ 2,695.18	\$ 18,853.44	\$ 4,731.46	\$ 6,265.35	\$ 1,847.98	\$ 157,888.62
Rancho Santa Margarita	\$ 21,498.73	\$ 1,660.98	\$ 17,600.52	\$ 2,273.32	\$ 5,794.91	\$ 879.99	\$ 133,083.89
San Juan Capistrano	\$ 16,543.35	\$ 2,146.74	\$ 14,020.75	\$ 1,811.26	\$ 4,789.89	\$ 809.59	\$ 111,459.54
Stanton	\$ 10,520.65	\$ 955.85	\$ 8,531.78	\$ 5,452.27	\$ 3,143.37	\$ 1,610.38	\$ 77,994.44
Tustin	\$ 26,225.40	\$ 4,324.83	\$ 21,001.30	\$ 4,768.43	\$ 7,163.46	\$ 2,947.96	\$ 176,482.13
Villa Park	\$ 4,497.96	\$ 344.73	\$ 3,758.76	\$ 535.99	\$ 1,304.39	\$ 202.40	\$ 27,885.37
Yorba Linda	\$ 42,006.38	\$ 3,510.00	\$ 32,575.88	\$ 3,973.69	\$ 11,611.21	\$ 1,971.17	\$ 260,679.66
County	\$ 64,038.77	\$ 12,426.04	\$ 51,250.33	\$ 14,212.87	\$ 17,919.33	\$ 5,315.13	\$ 438,974.38
<b>Subtotal</b>	\$ 753,751.53	\$ 129,243.38	\$ 590,601.85	\$ 155,306.57	\$ 211,011.88	\$ 73,866.21	\$ 5,125,529.90
<b>Grand Total</b>	\$ 8,614.74	\$ 27,453.25	\$ 6,025.94	\$ 29,516.19	\$ 2,822.62	\$ 14,132.61	\$ 171,358.92
	\$ 762,366.27	\$ 156,696.63	\$ 596,627.79	\$ 184,822.76	\$ 213,834.50	\$ 87,998.82	\$ 5,296,888.82

Historic Revenue Allocation Percentages

	FY09/10		FY10/11		FY11/12		FY12/13		FY13/14		FY14/15		FY15/16	
	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter
Anaheim	17.77%	19.92%	17.96%	19.43%	18.43%	20.34%	18.20%	20.29%	17.94%	20.24%	18.33%	19.85%	18.50%	22.52%
Brea	2.77%	1.79%	2.71%	1.42%	2.63%	1.56%	2.73%	1.68%	2.65%	1.37%	2.54%	1.78%	2.45%	1.35%
Cypress	2.72%	1.81%	2.97%	2.25%	2.78%	1.87%	2.75%	2.37%	2.86%	1.81%	2.72%	1.92%	2.65%	2.32%
Fountain Valley	3.42%	2.38%	3.51%	2.62%	3.38%	2.30%	3.47%	2.44%	3.25%	2.09%	3.38%	2.22%	3.04%	2.63%
Fullerton	7.46%	6.87%	7.61%	6.18%	7.32%	6.27%	7.60%	7.41%	7.47%	8.57%	7.61%	9.68%	7.88%	7.91%
Garden Grove	8.84%	11.67%	8.81%	12.64%	9.64%	13.09%	9.19%	10.67%	9.36%	10.66%	8.94%	10.51%	9.25%	12.04%
Huntington Beach	11.09%	6.64%	11.36%	6.56%	11.95%	7.00%	12.11%	7.30%	12.18%	7.36%	11.98%	6.86%	12.37%	6.77%
Laguna Hills	1.89%	1.17%	2.57%	1.02%	2.32%	1.28%	2.14%	1.06%	2.05%	0.70%	1.96%	0.99%	1.86%	0.87%
Lake Forest	4.53%	1.97%	4.75%	2.13%	4.46%	2.18%	4.57%	2.25%	4.54%	2.38%	4.50%	2.18%	4.62%	2.02%
Orange	9.63%	7.23%	9.42%	9.13%	9.37%	8.40%	9.32%	8.20%	9.20%	9.39%	8.94%	7.61%	8.94%	7.80%
Placentia	3.19%	1.97%	3.07%	1.95%	3.20%	2.29%	3.12%	2.41%	3.06%	1.72%	3.16%	2.56%	2.93%	2.10%
Rancho Santa Margarita	2.64%	1.04%	2.69%	1.06%	2.61%	1.20%	2.78%	1.17%	2.82%	1.06%	2.95%	1.23%	2.71%	1.00%
San Juan Capistrano	2.41%	1.21%	2.40%	1.41%	2.19%	1.09%	2.33%	1.14%	2.17%	1.37%	2.35%	0.98%	2.24%	0.92%
Stanton	1.98%	5.09%	1.48%	1.77%	1.43%	2.17%	1.37%	1.59%	1.38%	0.61%	1.43%	2.95%	1.47%	1.83%
Tustin	3.38%	2.57%	3.30%	2.65%	3.38%	2.51%	3.49%	2.81%	3.44%	2.76%	3.52%	2.58%	3.35%	3.35%
Villa Park	0.58%	0.25%	0.57%	0.26%	0.53%	0.22%	0.58%	0.22%	0.59%	0.22%	0.63%	0.29%	0.61%	0.23%
Yorba Linda	5.21%	2.54%	5.20%	2.28%	5.17%	2.06%	5.56%	2.26%	5.51%	2.24%	5.46%	2.15%	5.43%	2.24%
County	9.78%	7.400%	8.91%	6.39%	8.59%	4.60%	8.69%	5.51%	8.40%	7.93%	8.59%	7.69%	8.38%	6.04%
<b>Subtotal</b>	99.29%	83.52%	99.29%	81.15%	99.38%	80.43%	100.00%	80.78%	98.87%	82.48%	98.99%	84.03%	98.68%	83.94%
<b>Santa Ana</b>	0.71%	16.48%	0.71%	18.85%	0.62%	19.57%	0.00%	19.22%	1.13%	17.52%	1.01%	15.97%	1.32%	16.06%
<b>Grand Total</b>	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Animal Care Services  
Ten Year Cost Comparison

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
OCAC	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	\$17,384,590
OCHS-GG*	1,327,160	878,360	878,360	878,360	878,360	878,360	878,360	878,360	878,360	878,360	\$9,232,400

\*Notes: Year-1 start up costs include one-time funding for infrastructure improvements which may be lower than the projection and may be able to be spread over two fiscal years. The costs also do not reflect any animal licensing revenue that may be collected and would be used to off-set costs or pay for program enhancements. Lastly, the costs do not include the one-time payment of \$505,192 to the County for uncollected animal care fee invoices previously credited to the City.

---

**Fwd: Animal Care Services - Meeting tonight - Please read**

---

**From :** Pam Haddad <pamha@ci.garden-grove.ca.us>  
**Subject :** Fwd: Animal Care Services - Meeting tonight -  
Please read  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>

Tue, Apr 26, 2016 05:21 PM

 Has-Attach  
 2 attachments

Pamela Haddad  
Council Liaison  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
714.741.5104 office  
714.741.5044 fax

---

**From:** "Peter" <mydogspot@earthlink.net>  
**To:** "Bao Nguyen" <baon@ci.garden-grove.ca.us>, "stevej" <stevej@garden-grove.org>, chrisp@garden-grove.org, "Phat Bui" <phatb@ci.garden-grove.ca.us>, kbeard@garden-grove.org  
**Sent:** Tuesday, April 26, 2016 12:42:34 PM  
**Subject:** Re: Animal Care Services - Meeting tonight - Please read

Sorry, the attachments did not go through.

—Original Message—

From: Peter  
Sent: Apr 26, 2016 12:37 PM  
To: baon@ci.garden-grove.ca.us, stevej@garden-grove.org, chrisp@garden-grove.org, phatb@ci.garden-grove.ca.us, kbeard@garden-grove.org  
Subject: Animal Care Services - Meeting tonight - Please read

Dear City Council Member:

I understand you will be voting on the issue of animal control service contracts tonight. I am assuming you have done your due diligence to understand the costs and benefits of each agency. Tonight your meeting will be made into a crazy sideshow by a group of individuals against OC Animal Care. They have a personal agenda against the county. They will provide you with crazy facts and numbers and stories regarding the euthanasia policies, etc.. for OC Animal Care. This group of people will demand that OC Animal Care does not hold the

animals long enough and that they have an old run down facility. Just a little background on them. They are a bunch of radicals that take pure pleasure in making things difficult for OC Animal Care. They have been dealing with them for over a year, trying to educate them, but they listen to nothing and continue to work to try to control OC Animal Care. They do not even live in OC. Should you choose to leave OC Animal Care they will soon figure out that your City is going with a shelter that is also old and run down and will not be changing significantly. Then they will haunt all your meetings and flood your email boxes with drivel and constantly challenge your decisions regarding animal control. Sharon Logan (I have included some background on her) sued the county several years ago for \$2.5 million, she ended up settling for some minor policy changes. She has never been able to prove that OC Animal Care has broken any laws and she will say that they banned her from rescuing (She has not rescued any animals from any shelter in years), but there is documentation proving she was not in any way banned from adopting from them. She will sue you also if you leave OC Animal Care, because I know you will have to euthanize animals at some point. She has crazy interpretations of the law and loves the attention of lawsuits. The others may include disgruntled animal control employees and other animal activists. I have also heard that one of the Lake Forest City Council Members has contacted you and sent you his ridiculous articles. He is a disgrace to his council and his activities are very unprofessional and slanderous. Even his own city council made the decision to stay with OC as they had never had any concerns over the service they had received.

OC Animal Care will continue to provide you excellent full service, should you elect to stay with them. They will be building a brand new facility to care for your animals in a way that your citizens want them cared for. The new facility will be a positive impression for any city that chooses to join OC Animal Care. Things have changed tremendously over the years with people and pets. People are very concerned and reactive regarding animal care and animal control services. Social media has changed many things both good and bad. People no longer accept that animals should be euthanized for lack of space or put on a time limit. They expect that their animal control is doing everything possible to find their city's pets homes. To do anything less is not acceptable. OC Animal Care has a whole department that is dedicated to getting homes for the animals from your city and providing public education, a rescue coordinator and community advertising for your pets. They also have a new intervention program to help keep owner's from turning their pets into the shelter. OC Animal Care has also recently started hosting monthly mobile spay/neuter clinic to help citizens get their pets sterilized and vaccinated at a greatly discounted fees. OC Animal Care is one of the top agencies in animal control. They have a very dedicated professional staff to care for your animals and take care of your city's needs.

OC Humane is a very old facility that will not likely be changing much. The owner and veterinarian, Dr Botros has been investigated for charges concerning neglect and letting untrained people perform medical procedures illegally to the animals in his care. Their staff has also had many complaints, including people



not being able to call in to ask about their pet, due to full mail boxes on the phone. That information is public knowledge and very concerning. His contract with Newport Beach AC was cancelled due to his negligence of animals and mishandling of funds. It was found that he was keeping adoption funds that should have been given to the City of Newport Beach to offset their costs. He does not appear to be a reputable business man. If you choose to go with him, I would make sure your contract is very detailed. There have also been some concerns that he was overcharging Newport Beach for veterinary care. I have included a document regarding the end of the contract between him and the City of Newport Beach. So you will be dealing with an old run down facility, poor care for your animals, activists attacking you constantly and possible lawsuits against Garden Grove if you decided to go with OC Humane. You will also have the burden of having to figure out how to best run your own animal control services. Most cities do not find this easy and do not want to deal with all the details of animal control. Especially since you have known animal hoarders in your jurisdiction and will likely be doing many large scale impounds and will have many legal cases you will have to participate in regarding cruelty, vicious dogs, animal abusers, etc. All those things are things that just come up and cannot be predicted when making budgets. They end up being huge expenses you have to account for unexpectedly.

I hope you are able to consider all the facts when making your decisions. Please do not consider any crazy allegations you will hear from the activists. They do not have the best interest of your city in mind when they are ranting. They are not from your city or even your county. They just want get public attention. I know that you are all intelligent individuals that have earned your place on the city council and will make the decision that is best for your community and their pets.

Thank you for reading this.

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[Spam](#)

[Not spam](#)

[Forget previous vote](#)

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 **OCHS Final Compliance Report (2).pdf**

262 KB

 **Sharon\_Jean\_Logan.doc**

30 KB

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**Fwd: Animal Care**

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**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:22 PM  
**Subject :** Fwd: Animal Care  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>

Pamela Haddad  
Council Liaison  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
714.741.5104 office  
714.741.5044 fax

----- Forwarded Message -----

From: "MorningGlory\*PictureStory" <jaide@sbcglobal.net>  
To: "GG Kris Beard" <kbeard@garden-grove.org>, "GG Chris Phan" <chrisp@garden-grove.org>  
Sent: Monday, April 25, 2016 3:33:26 PM  
Subject: Fw: Animal Care

This tablet, oy!  
Corrects my writing and messes it up.  
I meant ..  
Please do not reclude with the animal care issue  
and  
districts-centric and districts weary ...

Thank you, again.  
Stay with County! There has to be a way!

--- On Mon, 4/25/16, MorningGlory\*PictureStory <jaide@sbcglobal.net> wrote:

> From: MorningGlory\*PictureStory <jaide@sbcglobal.net>  
> Subject: Animal Care  
> To: "GG Chris Phan" <chrisp@garden-grove.org>, "GG Kris Beard"

<kbeard@garden-grove.org>

> Date: Monday, April 25, 2016, 3:22 PM

>

> Dear Councilmen Beard and Phan!

>

> Please do not reclude and the Animal Care issue.

> Please do not allow City staff to take it over.

> That would be a huge mistake. Huge.

>

> Our neighborhood improvement area had two beloved family  
> pets executed, in two separate incidents, two weeks apart,  
> one family home. One family suffering. On heresay home was  
> raided.

>

> Remember that neighborhood improvement targeting of us by a  
> shadow government neighborhood improvement committee, that  
> neither the Neighborhood Improvement Commission, nor Council  
> knew anything about? And apparently they take no minutes of  
> their meetings ...

>

> Well Tea Party residents blamed that family for attracting  
> City into our area. Like Sgt Fowler said, our 10 year stats,  
> low calls. Very low. Because we are a village that looks out  
> for each other, installed dozens of cameras, residents have  
> concealed weapon permits and we have worked hard to build  
> relationships and be neighbors helping neighbors.

>

> City staffers' disingenuous effort to target us was to look  
> groovy for new city manager, and to help themselves look fab  
> for labor contract negotiations. Hence their rush to do  
> before end of the year.

>

> Neighbors helping, became neighbors lynching neighbors and  
> one house out of the 103 becomes blamed "for attracting them  
> in to meddle" in our peaceful village.

>

> Granted, that house had down and out folks staying, and yes,  
> were a problem for many but, BUT, cops could have talked to  
> owner instead of the high drama they did. Owner is Santa Ana  
> School District 38 year employee. No search warrant when  
> good son JohnJohn asked, one cop told owner he should sell  
> his house and get out of the neighborhood (Constitution  
> training needed).

>

> First doggie, family told all 3 dogs in bathroom. When  
> Princess came out from under sofa, police dog ripped her to  
> where here insides were out.  
> Emergency vet clinic, where Chamber meets, says even if you

> had 2500 dollars, she may still die. Bad son was the fault,  
> everyone agrees. He was up in attic and if he had come down,  
> k9 would not have been brought in. But still, cops said all  
> 3 pets were in bathroom. Obviously, not.

>  
> Second dog, two weeks later. Raid again. Another good son, 2  
> jobs, school, has his pit puppy, little over a year in his  
> bedroom. Again, they break more doors. Family all herded  
> like cattle to curb. Asks to get dogs out. Little Charlie,  
> chihuahua, came running to owner of home. Roxy in locked  
> bedroom. They open, no bark, no jump, but shot 4 times. She  
> walks obediently, simpering, to front. Little kids see this,  
> ages 6-14. Animal control officer seemed shaken I was told  
> and was heard saying, he didn't have to do that.

>  
> Vet says 9 cop shot have come in but do not know if all GG,  
> or County overall.

>  
> Please, they just want access to the money. Another 800K for  
> them to play with for themselves.

>  
> Please do not recluse. I understand you do not have to.  
> Please do not City workers to do anything with resident's  
> animals.  
> Cannot be trusted.

>  
> This issue should have also had town hall dialogue. I know  
> everyone is districts events is and therefore districts  
> weary, and animals do not vote but our staff cannot be  
> trusted, so please do not empower them with more money,  
> especially with animals.

>  
> Remember, above, as one serious case that may go to  
> litigation. Family is in shock, traumatized but they are  
> speaking to lawyers and ACLU.

>  
> Public works lied to me about our historical tree. Moving it  
> I was told for 9 months and then because they did not want  
> to rework the plans where irrigation and electrical was  
> going (contractor told me), they chose to destroy it. Our  
> history, be damned. Like Mr. Hasters house which city clerk  
> before Ruth lovingly restored due to historical  
> significance. Now gone also. Sad.

>  
> But I digress ..

>  
> City of Compassion should do more due diligence, with the  
> animal loving community, and not just grab funds because the

**Fwd: Animal care services**

---

**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:23 PM  
**Subject :** Fwd: Animal care services  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>

**From:** "McKlenshaw, Irvin" <IMcKlenshaw@ochca.com>  
**To:** "Bao Nguyen" <BaoN@ci.garden-grove.ca.us>, "stevej" <SteveJ@garden-grove.org>, ChrisP@garden-grove.org, "Phat Bui" <PhatB@ci.garden-grove.ca.us>, KBeard@garden-grove.org  
**Sent:** Friday, April 22, 2016 9:06:19 AM  
**Subject:** Animal care services

Honorable Mayor and Council Members:

My name is Irvin Lee McKlenshaw; I am a 16-year resident of Garden Grove. I am writing to express my support of using the Orange County Animal Shelter for Garden Grove's animal care services. Their partnership offers the best service for Garden Grove's residents, saves taxpayer money, and is the safest for the community.

Thank you for your support on this issue.

Sincerely,

Irvin L. McKlenshaw

---

**Fwd: County of Orange Animal Care**

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**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:23 PM  
**Subject :** Fwd: County of Orange Animal Care  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>

**From:** "sam barela" <sambarela@sbcglobal.net>  
**To:** chrisp@garden-grove.org, "Phat Bui" <phatb@ci.garden-grove.ca.us>, kbeard@garden-grove.org  
**Sent:** Thursday, April 21, 2016 10:40:35 PM  
**Subject:** County of Orange Animal Care

My dearest lovers of Garden Grove,  
as a long time resident of Garden Grove and also an advocate in our community I would like to reach out to you in regards to our current animal care contract.

I would advocate to keep the County of Orange Animal Care as our provider of such service. I'm well aware of the outstanding service OCAC provides with their most reliable staff.

Like our great city, the County chooses the best employees and most qualified, the County of Orange all around is world class as we are here in Garden Grove as we sit in such a great county.

So please make the right choice and choose OCAC to care for the animals in our city.

Thank you,  
Pastor Sam Barela  
714-401-3916  
Murline dr. GG

---

**Fwd: OC Animal Care**

---

**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:23 PM  
**Subject :** Fwd: OC Animal Care  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>

**From:** "Mayra Marquez" <mayra.marquez28@att.net>  
**To:** "Bao Nguyen" <baon@ci.garden-grove.ca.us>, "stevej" <stevej@garden-grove.org>, chrisp@garden-grove.org, "Phat Bui" <phatb@ci.garden-grove.ca.us>, kbeard@garden-grove.org  
**Sent:** Saturday, April 23, 2016 12:32:06 PM  
**Subject:** OC Animal Care

Honorable MAYOR and Council Members:

My name is Mayra Marquez and I am a 24 year resident of Garden Grove. I am writing to express my support of the Orange County Animal Shelter for Garden Grove animal care services. Their partnership offers the best service for Garden Grove residents, saves taxpayer money and is the safest for the community and my family.

Thank you for your support on this issue.



Sincerely,  
Mayra Marquez

---

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**Fwd: OC Animal Care Contract**

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**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:23 PM  
**Subject :** Fwd: OC Animal Care Contract  Has-Attach  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>  1 attachment

**From:** "Timo & Stef" <twaterman@socal.rr.com>  
**To:** "Bao Nguyen" <baon@ci.garden-grove.ca.us>  
**Cc:** "stevej" <stevej@garden-grove.org>, chrisp@garden-grove.org, "Phat Bui" <phatb@ci.garden-grove.ca.us>  
**Sent:** Saturday, April 23, 2016 2:03:20 PM  
**Subject:** OC Animal Care Contract

Good afternoon Mayor Nguyen,

I am writing to you in regards to the upcoming vote on animal care services for the city of Garden Grove. I've attached a letter I've prepared for you and the other council members that I am hoping you will consider when making your decisions on whether to continue animal control services with OC Animal Care or not. I appreciate the time spent on the issue and am confident the right decision will be made when considering what is best for our community and our beloved pets.

Regards,

Stefani Waterman  
7751 Bently Avenue  
Garden Grove, CA 92841

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NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

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 **GG Animal Control.docx**  
24 KB

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Dear Mayor Nguyen,

I am writing to you regarding the issue of animal care and control services within the city of Garden Grove. I am a homeowner in Garden Grove and have worked in the animal care and control field for approximately 19 years where I have held a number of positions and assignments which have allowed me to gain a thorough understanding of what is required to run an effective program. The purpose of this letter is to hopefully bring to light just a small handful of items to consider before making this very important decision which will drastically impact the lives of our pets and the safety of our community.

I would first like to commend you and the other council members and your staff for taking the time to review the best options for our city, our residents and our pets. I understand the County is asking for a long term commitment and at an increased price. Thank you for your diligence in trying to make the best decision.

I watched the city council meeting several weeks ago where it was proposed that the city of Garden Grove start their own animal control program and contract with the Orange County Humane Society for sheltering services. I have to admit that, based on the proposal that I heard, I am extremely concerned for a number of reasons as it appears the city is grossly underestimating what goes into creating a quality program. If this program is not administered properly the city and its employees can expose themselves to a great deal of liability should the sheltering system not be maintained properly or someone is injured by an aggressive animal, for example.

First, I would like to address the grand jury report that was released approximately one year ago detailing a number of issues at OC Animal Care. I think you will find in the response a number of the items were either unfounded or included in the report due to a lack of understanding. OC Animal Care is now under new management and has seen tremendous improvement on all fronts. Yes, there were some items in the report relating to the shelter facility itself that need to be addressed. The fact is that the shelter is 75 years old and simply must be replaced. The Director of OC Animal Care has worked tirelessly and has gained the support needed to finally accomplish this monumental task. This is an accomplishment the entire county should be proud of as it will greatly benefit the animals and allow OC Animal Care the ability to provide even better service to the community.

Second, there are a number of important items it seems were left largely unaddressed in the proposal to start our own program. It has been proposed that animal control will be managed by a current Public Works supervisor and that parking enforcement will now be tasked with animal control duties. The animal care and control industry has seen dramatic change over the past 20 years. There is much more to this than just picking up friendly strays and deceased animals in the road way.

Animal control officers are not peace officers but do have full police powers when on duty. They are responsible for investigating crimes against animals which in some cases are felonies (i.e. animal cruelty and neglect), gathering and properly storing evidence and writing detailed reports that will ensure successful prosecution. Officers are responsible for preparing search and inspection warrants and working with local police and sheriff in the execution of those warrants. They issue criminal citations and are oftentimes required to provide courtroom testimony. Animal control has been a tremendous

asset to police departments because those officers are relieved of handling animal related calls. Additionally, some police officers struggle with animal related calls because they lack the in depth knowledge of proper care for the wide variety of animal species animal control comes across.

I should also mention that in criminal abuse or neglect cases where an impoundment or seizure has occurred the owner has the right to a hearing under CA Penal Code 597.1. Garden Grove, unfortunately, makes up a high percentage of these cases. Has the city considered who might be able to hear these cases and if they have the expertise in proper animal husbandry and veterinary care to do so?

Taking this very brief, yet important, description of job duties into consideration, if you decide to start your own program I not only feel but know it would be a huge mistake for public works to oversee animal control. I don't know of any agency that does this as the two have nothing to do with one another. Animal control is generally under the police department in city programs. I can't think of one time that animal control has worked with public works.

It was mentioned that a public works supervisor has already been identified and that that person will be promoted so they can develop and oversee this program. This statement alone has made it abundantly clear that the city has no idea what they are getting us residents into. Animal Control is a huge program with countless legal mandates that must be followed, huge liability issues and extremely passionate and sometimes very hostile animal right activists to contend with. Wouldn't the residents of this city be best served by opening a recruitment to find an animal control manager that is best suited for the job based on their qualifications and experience? I don't know what qualifications this mystery supervisor has but if they do not come from an animal care and control background the city will be making a grave mistake that will ultimately cost us residents and their pets.

I would like to touch on the issue of declared Potentially Dangerous and Vicious Dogs in the city of Garden Grove of which there are many. Many cities have failed to administer a solid program to address these dangerous animals. When dealing with dogs that injure or kill other animals or cause injuries to or maul humans they must be dealt with expeditiously and effectively. What we are seeing in the courts today is that animal control agencies that fail to adequately address dangerous animals are now being held liable for damages to the victim. The burden no longer lies on the attacking animal owner alone. I have yet to see an agency in Orange County with a program as robust and solid as OC Animal Care. As a resident of this city I want the assurance of knowing that my family is safe from dangerous animals. Many city run animal control programs lack the ability to effectively address and monitor these animals through regular compliance checks. Why would the city want to take on such liability? By contracting with OC Animal Care that burden is lifted as the city would be indemnified should a civil lawsuit be filed. Consider this contract an insurance policy and a valuable one considering the number of currently declared Potentially Dangerous and Vicious dogs in the city.

I'd like to address the issue of sheltering with the Orange County Humane Society. I saw in the council meeting that the city of Westminster is being used as the model for your proposed program. What was not mentioned when the question was asked about which agencies contract with the humane society was that Westminster also ended their contract with them and began their current sheltering system,

WAGS. In addition to Westminster, the city of Newport Beach recently left. If you haven't already, I encourage you to contact Westminster and Newport Beach to find out why they decided to shelter elsewhere.

OC Animal Care will offer a beautiful, state of the art shelter, very well trained and knowledgeable staff, robust programs that comply with legal mandates and all under the direction of a very well respected veterinarian, Dr. Jennifer Hawkins. Mayor Nguyen, you mentioned in the city council meeting that you would like to see more public education to cut the number of animals from Garden Grove coming into the shelter. OC Animal Care offers numerous very well publicized adoption and public education events throughout the year organized by the Community Outreach Team. They have partnered with the Anaheim Angels and Anaheim Ducks to encourage adoptions; two huge names when considering partnerships. They work collaboratively with hundreds of rescue organizations and volunteers which have helped drop the euthanasia rate for dogs to the lowest ever, 6%. They have implemented programs that have cut the euthanasia rate in cats by nearly half. A new intervention program was recently implemented where a volunteer meets with owners at the shelter intending to relinquish their pets. The volunteer has access to funds through a local non-profit group to help with whatever situation might help keep the pet in the home and out of the shelter. The list goes on.

Have you looked into how many events the humane society holds each year or how they intend to reach out specifically to the citizens of Garden Grove to educate them on responsible pet ownership and adoption as you've suggested? Do they offer trap, neuter, release programs for cats in an effort to cut euthanasia numbers in our city? Please understand that many of the animals that come from Garden Grove are not desirable to adopters. The dogs coming from the city are made up largely of Pit Bulls and Chihuahuas that without the assistance of animal rescue organizations would probably be euthanized. What is the plan for the city of Garden Grove to address no-kill and animal rights activists who are extremely passionate about this cause when the euthanasia rate of animals from Garden Grove skyrockets? Is this what we want for our pets? Please don't put a perceived cost savings above the welfare of our pets.

Another thing to consider is how a shelter the size of Orange County Humane Society will house hundreds of cats from hoarding homes, for example. One of OC Animal Care's worst cat hoarders resides in the city of Garden Grove where hundreds of cats have been seized between her two homes in the city. Do they have the capacity to hold large numbers of fighting cocks that may need to be seized? I understand OC Animal Care is currently housing over 100 cocks seized in a cock fighting case. These large scale seizures pose a unique challenge because the animals are considered evidence yet they are live animals that require care unlike traditional evidence that can be placed on a shelf in a secured warehouse. These animals are required by law to be held until the courts allow for them to be made available for adoption or euthanized or the criminal case makes its way through the court system which can take months, sometimes over a year. There have been a number of cases such as these that have literally closed down shelters due to lack of space. Others rent out temperature controlled, secured warehouse space to keep their shelters open. However, in these cases the cage space is small and there is typically no drainage which puts an incredible burden on staff that have to clean the facility and cages and on the mental state of the animals which will be forced to be housed in small quarters. Where does

the city intend to house these animals if the humane society shelter does not have space? How much additional money will this cost us?

I'm also curious to know how the council intends to monitor animal related businesses and performances to ensure animals are being treated humanely and that the public's health is not placed in danger. Many businesses including pet stores, grooming parlors, mobile groomers as well as entertainment performances that utilize animals are currently required to obtain permits and submit to regular inspections to ensure they are following the agreed upon rules and regulations that ensure both animal and human health.

These are just a small handful of things to take into consideration when determining whether or not to start a program here in Garden Grove. I could go on for many more pages as there are countless items to consider; emergency management, GIS technology that will help to cut cost and lower animal intake, etc. Councilmember Bui mentioned in the meeting that, according to his calculations, the city of Garden Grove would save approximately \$250k per year by starting their own program. I can very confidently say that as a professional in this field that is very familiar with programs in Orange County and considering what I saw in the meeting, the cost to the city is being grossly underestimated as is the impact to the police department when citizens or even the one Garden Grove animal control officer needs immediate assistance due to safety concerns and the impact to your constituents and the animals in our city who will have to deal with the repercussions of leaving one of the best programs in the state for the idea that money will be saved. The old saying is true; you get what you pay for.

In closing, we purchased our home in early 2009. We moved here from Huntington Beach and were very impressed with Garden Grove. Since that time we have seen a steady decline in our area primarily due to the increase in homelessness that is impacting everyone. We have homeless all over the place breaking into our homes and cars, leaving their trash all over the place, etc. The last thing we need is to start dealing with animal issues too because the city council decided to move away from one of the best resources available to them. Please don't try to fix what isn't broken.

I live on the boarder of Stanton and I see all the great things going on in that city. Stanton is opening a new sports complex. They are redeveloping their portion of Beach Blvd. and so on. Then I look at the Garden Grove side of the street where I see run down hotels that are housing all sorts of shady people. I no longer shop at the Wal Mart market at Beach and Garden Grove Blvd because I am fearful of my family's safety when we are there. I now leave Garden Grove for my grocery shopping. I'm left to wonder where Garden Grove is in all this and what efforts are being made to clean up and improve my part of town? Please don't add to the frustration by leaving OC Animal Care for a far inferior program. Please allow the residents and animals that come from this city to have a top quality animal care and control program and beautiful state of the art animal shelter. I understand the city had their own program at one point and went back to the County. This has happened to other cities as well. Have you researched what happened and why Garden Grove went back to the County? There had to be a good reason. You will not find a stronger program than OC Animal Care. Agencies from all over the state look to OC Animal Care for input when building programs.

There was an issue of cost brought up by the City Manager and the fact that there is no money in the budget for this contract. I don't understand why there is no budget. There has been serious talk for some time now about a new shelter being built. It seems the city should have been holding money aside just as the County has in anticipation of the new shelter. We're supposed to be seeing increased revenue from the Great Wolf Lodge. Is there no money from that project that can be allocated to a new contract with OC Animal Care?

If you do make the terrible decision to start your own program I urge you to please reconsider putting the program under Public Works. It would be most appropriate to have the police department oversee the program due to the law enforcement aspect. I would also like to reiterate the importance of hiring someone with an animal care and control background to oversee this program. There are so many things to consider. Again, as a resident of this city and a person with a great deal of experience in this arena I urge you and the other councilmembers to make the right decision and renew the contract with OC Animal Care just as several others already have.

Please feel free to contact me if there is any other information I might be able to provide that would assist in the decision making process.



Regards,

Stefani Waterman  
7751 Bently Avenue  
Garden Grove, CA 92841  
(714) 248-9491

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**Fwd: Contract with OCAC**

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**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:24 PM  
**Subject :** Fwd: Contract with OCAC  Has-Attach  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>  2 attachments

Pamela Haddad  
Council Liaison  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
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**From:** "Dr. James Gardner" <drjgardner@yahoo.com>  
**To:** "Bao Nguyen" <baon@ci.garden-grove.ca.us>, "stevej" <stevej@garden-grove.org>, chrisp@garden-grove.org, "Phat Bui" <phatb@ci.garden-grove.ca.us>, kbeard@garden-grove.org  
**Sent:** Tuesday, April 12, 2016 9:36:26 AM  
**Subject:** Contract with OCAC

A few years ago more than half of the cities in Orange County contracted with the County for animal care services. Now with the defection of Laguna Hills and RSM, the number is down to 16 and here in Lake Forest we are meeting to plan our own local shelter. I know your city is also considering a break with the County and toward that end I attached two articles.

"OCAC Data Errors Unmasked" demonstrates how the County has been lying about the euthanasia rates and the licensing compliance rates. After my articles were published, they admitted to both errors and changed the calculations for euthanasia but still haven't changed the compliance data.

"Death by Truck" demonstrates that the farther away your city is from the OC Shelter, the more likely your animals are to die while being transported.

If you have any questions, feel free to contact me.

I wish you luck in your search for a viable alternative to the OC Shelter.

Dr. Jim Gardner

 **Death by Truck v4.docx**  
50 KB

 **OCAC Data Errors Unmasked.docx**  
27 KB

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Scott Voigts and I have been working with the Lake Forest City staff trying to develop an RFP that the City could use in order to move away from the Orange County shelter. Readers of my columns need no reminder about the horrors of the County shelter, but in case you're new to this issue, here is a summary of 5 Grand Jury investigations, an internal audit, and documented evidence from animal activists –

- The County produces false information that exaggerates their licensing compliance and under-states their euthanasia rates.
- The County is noted for being under-staffed and under-trained and for violating some basic humane care standards
- The County has been criticized for lack of leadership and poor management.
- The County has numerous lawsuits against it.
- The County kills nearly 40% of the live animals who are admitted, compared to local shelters who euthanize less than 10%.

There is nothing new here. The County Supervisors are well aware of these facts and yet they continue to talk about building a \$35,000,000 monolith and charging the cities for it even though they are aware that none of these problems will be solved by switching an old shelter for a new one, with the same Management, same employees, and same oversight by the same Supervisors.

In the course of our investigations, we came upon the fact that a large number of animals are placed in a County animal control truck and then shipped back to the shelter in Orange, where they arrive dead. In 2014 this was about 25% of all animals in Lake Forest, but in 2013 it was even higher – 35%. This suggested to Scott and I that the long wait and travel from Lake Forest to the County shelter may have contributed to the high Dead on Arrival (DOA) rate.

Bear in mind that when someone sees dead animals at the side of the road and calls the County, these animals are eventually picked up (it can take more than a week) but they are counted separately, as “Dead Animal Pickup”. So the presumption is that the animals who are otherwise picked up by animal control are alive at the time that the County is called.

“But how many would die regardless of how long the trip is?” became the obvious question. Some of these animals are so injured when they are picked up, it's conceivable they were going to die regardless of how long it took to get to the shelter. But for how many was the trip itself a contributor to their death?

I reasoned that we could partially determine this by doing a study of all the cities served by the County, determining their distance to the Shelter, and computing their DOA rate. If there was



a systematic relationship between miles traveled and DOA rate, then the trip itself could be considered a contributing factor to their death.

If true, this grim fact argues strongly for having local shelters. It would demonstrate that the County Supervisor's plan for a single monolith, regardless of where it was situated, was a death trap for those cities at the farthest extreme from the shelter. Indeed, no other County our size in California (perhaps even elsewhere) has a single shelter.

Here are some disturbing facts from a research study I conducted a few years ago –

- Orange County provided the poorest level of coverage: one shelter serving the needs of more than 2,000,000 people. The next poorest provider was the City of Los Angeles, where each shelter served an average of more than 600,000 people. Riverside had the best coverage, providing a county shelter on average for 162,639 people.
- Examining the number of cities served by each shelter, the Orange County shelter served 22 cities (now it is 18, soon to be 16 or less), while the closest comparison is Los Angeles County where each county served an average of 8 cities. San Bernardino served an average of 3.5 cities. San Diego and Riverside county shelters serve approximately 2 cities per shelter.
- Orange County, which is by far the smallest county geographically (less than a quarter the size of San Diego and Los Angeles counties), nonetheless had the second largest average miles from city center to closest shelter, the second longest average time to travel, and also has the second longest overall mileage and the longest overall travel time. Only some San Bernardino county shelters were less accessible than Orange County, yet San Bernardino has more than 20,000 square miles to cover while Orange County has less than 1,000 square miles.

Yet despite these numbers, the Orange County Supervisors stick to their plans for a single shelter.

I went to the County website and found comprehensive data for only one year – 2013. I compared the percent of animals arriving DOA with the distance from the shelter.

Tomorrow we'll discuss the results

## **ABOUT THE AUTHOR**

Dr. Jim Gardner is on the City Council for Lake Forest. You can check him out on [LinkedIn](#) and/or [Facebook](#) and you can share your thoughts about the City at [Lake Forest Town Square](#) on Facebook. His comments are not meant to reflect official City Policy.

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**Yesterday** I discussed the fact that Scott Voigts and I have been working on the RFP for animal care in Lake Forest and we came upon what looked like a large number of animals who arrived at the OC shelter dead. These were not the animals who were dead by the roadside and someone called to have them picked up. These were mainly animals that were injured who were reported to the County. A small number of animals were from owners that called requesting them to be picked up, but these constituted a handful among more than 100.

The finding of so many animals arriving Dead on Arrival (DOA) led to a study of the DOA rate by distance, for all 18 cities managed by the County. Distance was measured from the individual City center to the OC shelter. DOA rate was calculated by taking the total number of animals admitted divided by the number who arrived dead.

Here are the results

- For the half of the 18 cities closest to the shelter, the average distance was 5.7 miles and the average DOA rate was 16.3%
- For the half that were farthest away from the shelter, the average distance was 16.4 miles and the average DOA rate was 33.9%

The chances of an animal dying in the animal control truck were more than twice as high for cities farthest away from the shelter.

Taking the 6 closest and the 6 farthest cities (in other words, the top 1/3 and the bottom 1/3) the differences were even greater. The distances were 4.6 vs. 19.1 miles and the DOA rate was 15.1% vs. 34%. In this comparison the furthest cities had a DOA rate 2.3 times higher.

These unfortunate cities are

- San Juan Capistrano – 26 miles, 25% death rate
- RSM – 24.9 miles, 32% death rate
- Laguna Hills – 19.2 miles, 28% death rate
- Lake Forest – 17.2 miles, 35% death rate
- Huntington Beach – 14 miles, 37% death rate
- Yorba Linda – 13.6 miles, 30% death rate

For the County as a whole, the DOA numbers were 1,169 dogs, 2,171 cats, and 3,682 "other " for a total of 7022 out of 35,399 or 20% overall.

These results are so horrifying they call out for action. It's bad enough when the largest single way of being released from the Orange County shelter is to be killed. In 2014 (the latest figures

available on the County website), 9,982 animals who entered Orange County shelter were killed - 3,498 of them were killed because they were “too young”, which means that the staff did not have the resources to care for them. Only 7,951 got adopted, which is the second most likely way to leave the OC shelter.

Now we learn that thousands more die before they can even reach the shelter, but were picked up alive and died in transit. Though that might be expected to some degree, the farther away your home is from the one single shelter, the more your beloved pet’s chances of dying in the truck.

It can be argued that some of the animals picked up by animal control were already dead, even though someone thought they were alive when they called. This would be no fault of animal control, yet if this factor accounted for a substantial number of animals, we would not find the high correlation between distance and DOA.

It can also be argued that some of the animals were alive when the County was called, but died before the animal control truck got there. That’s indeed possible since animal control sometimes has to cover vast areas and their response time can be slow as a result. This can account for the high correlation but it reinforces the need for local shelters that are closer to cities, rather than the single shelter that the Supervisors are trying to build with one animal control officer handling South Orange County.

Because the data kept by the County is so poor, we can never know what’s really going on. In doing our work to prepare the RFPs we got detailed information from the County but even these details had empty spaces and mis-aligned classifications, so that it’s impossible to determine how many die on route, how many are actually dead when animal control arrives, etc.

The bottom line is that there is a very disturbing trend that the further away your City is from the single shelter, the more likely your animals are to arrive dead. The only plausible explanation for this is that the ability of animal control to respond quickly and the long time it takes to get an injured animal from distant areas to the single shelter are the causal factors. Alone, in a dark truck where the a/c is often inoperable, the long trip to the County shelter constitutes the last few minutes for the lives of thousands of animals. This is shameful.

The County Supervisors are hell bent on building a new single shelter which will do nothing to end this tragedy. Along with every other piece of evidence put before the Supervisors, this latest study strongly suggests that the people of Orange County are better served with regional shelters, something every other County of our size has.

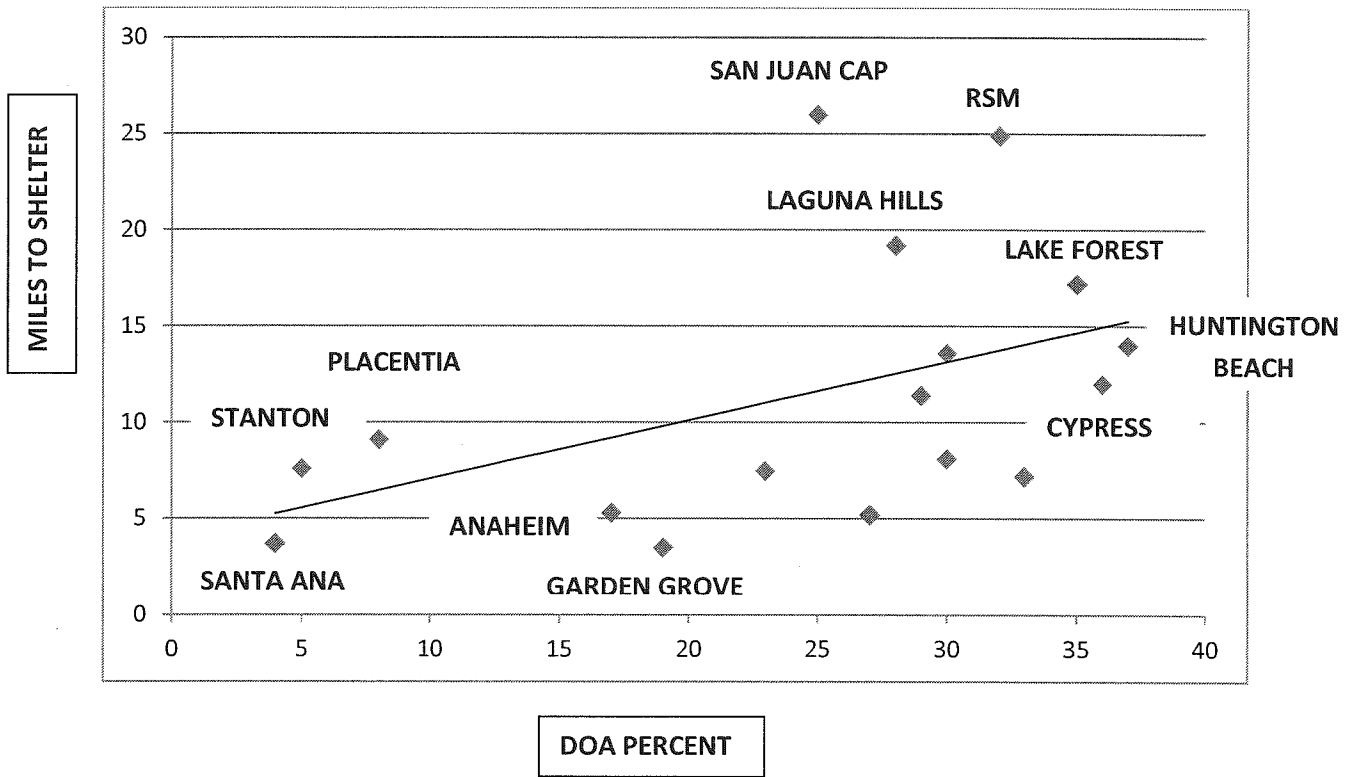
## ABOUT THE AUTHOR

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# DISTANCE FROM OC SHELTER AND PERCENT OF ANIMALS WHO ARRIVE DEAD

## BY CITY, 2013



# Unmasking the Data Disseminated by Orange County Animal Care

## Summary

Orange County Animal Care (OCAC) is a county agency that serves 18 cities and the unincorporated areas of Orange County. They cover 1,000 square miles and take in more than 30,000 animals a year into their lone shelter, located next to the county jail in the City of Orange.

In recent years they have been harshly criticized by several Grand Juries as well as animal advocates for

- Poor leadership
- Poor management
- Manpower problems
- Training problems
- High kill rates
- Violating state law with regard to euthanasia

In looking at what OCAC actually does, discrepancies arose in how they calculate their euthanasia rates and how they calculate their licensing compliance rates. In both cases, OCAC produces numbers that favor their performance, while in actuality the numbers are much less favorable.

- Looking at euthanasia rates for dogs, OCAC claims that the rate in 2014 was 9.6%, however, they achieve this rate by using a formula unique to OCAC and not used by any other shelter. When using the formula most commonly used, their rate is 23%.
- Looking at “license compliance” rates, OCAC claims that the rate in 2014 for the City of Lake Forest (the only city checked) was 51.84%, however, OCAC used the wrong population figures and made errors in math. The correct figure is 43.5%.

Hence, OCAC over-estimates their level of compliance and under-reports their true euthanasia rate. The details for each of these calculations follow.

(This report was prepared by Dr. Jim Gardner on November 6, 2015. You can contact him at [DrJGardner@yahoo.com](mailto:DrJGardner@yahoo.com))

## 2014 OCAC Statistics (From their website)

- 11,987 dogs were impounded
  - 925 “deceased animal impound” (DOA)
  - 50 “missing”, “escaped”, or “outcome pending”
- 2,484 dogs were killed by shelter employees
  - 1373 euthanized of which 1,444 were “owner requested”
  - 1,111 were not owner relinquished and were picked up as strays or born at OCAC

<u>OCACs’ Figures</u>	<u>Dr. Gardner’s Figures</u>
11,987 (dogs “impounded”)	11,987 (dogs “impounded”)
<u>-1,444</u> (owner relinquished)	<u>-975</u> (DOA, missing/escaped, no outcome)
10,543 (dogs impounded)	11,012 (dogs with outcomes)
	1,373 (owner relinquished euthanized)
	<u>1,111</u> (strays or puppies euthanized)
	2,484 (dogs euthanized)
<u>1,040</u> <sup>1</sup> (euthanized) = 9.6%	<u>2,484</u> (dogs euthanized) = 23%
10,543	11,012 (dogs with outcomes)

Shelters using Dr. Gardner’s math – Mission Viejo, San Francisco SPCA, Ramona Humane, City of San Francisco, Merced County, Stockton, Pasadena Humane, Kern County, Riverside City, Kern County, Agoura, Castaic, Lancaster, Carson, etc.

Shelters using OCAC math<sup>2</sup> - 0

<sup>1</sup> The real figure is 1,111, but OCAC makes an error by equating the number admitted (1,444) with the number euthanized (1,373), and subtracting 1,444 from the total 2484.

<sup>2</sup> None of the 30+ shelters reviewed included DOA animals in the admission figures but OCAC uses 5,477 in their calculations to arrive at 11,987. Less than half the shelters separately considered “owner relinquished” when calculating rate. The rest used my method of total euthanized and total admitted with outcomes.



E-mail from Dr. Gardner to OCAC Director (Sep 2)

I'm surprised that the kill rate for dogs has decreased from 23% to less than 6%, 2015 vs. 2014. If so that's great. But I wonder if we are using the same numbers. Here is how I calculate the kill rate -

In 2014, 11,987 dogs were admitted of whom 925 were dead. Of the 11,062 dogs, outcomes were not available for 50 of them, leaving us 11,012 for whom there were outcomes. Of these, 2,369 were killed. That's a rate of 22% ( $2,369/11,012$ ).

In 2013 the figures were -13,270 dogs admitted of whom 1,169 were dead and 53 had no outcomes. That gave 12,048 dogs of whom 2,860 were killed. That's a rate of 24% ( $2,860/12,048$ ).

I am using the owner euthanized as well as the other euthanized and I am subtracting out the dead animals and the outcomes that are undetermined. I think this is the proper way to do this type of research.

Can you share your numbers?

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E-mail from OCAC Director to Dr. Gardner (Sep 2)

Actually, owner surrendered euthanasia are not typically included in shelter euthanasia rates. Most shelters use the Asilomar statistics which are actually more generous in that they qualify the variables even more. Thus, many shelters quote even lower stats than OC Animal Care as, not only do they report differently, but they limit admission of animals to the shelter. The formula is dogs euthanized/(total impounds – owner requested impounds). This represents a number of animals for which the determination was made by staff, not by an owner or act of nature; a number for which we are held accountable.

For 2014, 11,987 dogs were impounded. Subtract the 1,444 owner requested euthanasia. 1040 dogs were humanely euthanized out of the remaining 10,543 dogs or about 9.6%.

For 2015, from Jan 1 to 8/31 (what was available to me early yesterday), 7,504 dogs have been impounded. 914 were owner surrendered for the purpose of euthanasia. 394 dogs were humanely euthanized at OC Animal Care out of the remaining 6,590 dogs or about 5.9%.

Please let me know if there is anything else I can provide.

## ANIMAL SHELTERS IN CALIFORNIA USED IN THIS STUDY

<u>Shelter</u>	<u>Intake</u>	<u>Euthanasia<sup>3</sup></u>	<u>Notes</u>
Alameda County	991	3%	2 shelters with less than 1,000 admissions - <b>Average = 7%</b>
Rancho Coastal	999	10.6%	
Berkeley Humane	1006	2.8%	6 shelters with 1,000 to 2,000 admissions per year – <b>Average 10%</b>
Mission Viejo	1220	6.0%	
Santa Clara	1544	15.5%	
Nevada County	1625	0.6%	
City of Berkeley	1712	10.2%	
El Cajon	1937	17.3%	
Antioch	3128	25.5%	5 shelters with 2000 to 5,000 admissions per year – <b>Average 17%</b>
East Bay SPCA	3255	6.2%	
Yolo	3609	10.1%	
Salinas	4246	42.0%	
SF SPCA	4753	3.1%	
Ramona HS	7118	35.2%	4 shelters with 5,000 to 10,000 admissions per year – <b>Average 30%</b>
San Fran	7838	19.9%	
SD Humane	9397	24.4%	
Merced	9354	40.6%	
Stockton	11324	22.2%	7 shelters with more than 10,000 admissions per year - <b>Average 37%</b>
Pasadena Humane	11479	25.4%	
Monterey	14335	50.2%	
San Jose	15640	21.7%	
Kern County	15704	43.2%	
Riverside	15756	49.5%	
<b>OCAC</b>	<b>26050</b>	<b>38.3%</b>	

<sup>3</sup> Euthanasia rate calculated by total live admissions with outcome divided by total euthanasized.

## 2014 LICENSE COMPLIANCE

	<u>OCAC</u> <sup>4</sup>	<u>Actual</u>
<b>Population</b>	77,264 <sup>5</sup>	80,070 <sup>6</sup>
<b>Households</b> <sup>7</sup>	27,088	32,280
<b>Dog-owning Households</b> <sup>8</sup>	9887	11,782
<b>Total Dogs in City</b> <sup>9</sup>	15819	18,852
<b>Total Current Licenses</b>	8201	8201
<b>Compliance</b>	51.84%	43.5%

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<sup>4</sup> From their website

<sup>5</sup> Based on 2010 census data

<sup>6</sup> Based on Lake Forest City of Finance 2014

<sup>7</sup> Households = Population divided by 2.5

<sup>8</sup> Dog-owning households = 36.5% of Households

<sup>9</sup> Total dogs in city = 1.6 per Dog-owning household

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**Fwd: In Defense of Orange County Animal Services/Shelter**

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**From :** Pam Haddad <pamha@ci.garden-grove.ca.us> Tue, Apr 26, 2016 05:28 PM  
**Subject :** Fwd: In Defense of Orange County Animal Services/Shelter  
**To :** Kathy Bailor <kathyb@ci.garden-grove.ca.us>

**From:** "Eric Hueg" <ericfhueg@gmail.com>  
**To:** "Bao Nguyen" <baon@ci.garden-grove.ca.us>, "Steve Jones" <stevej@ci.garden-grove.ca.us>, "chrisp" <chrisp@ci.garden-grove.ca.us>, "Phat Bui" <phatb@ci.garden-grove.ca.us>, kbeard@garden-grove.org  
**Sent:** Tuesday, April 26, 2016 3:55:33 PM  
**Subject:** In Defense of Orange County Animal Services/Shelter

Hello

My name is Eric Hueg and I with my wife are the founders of OC Shelter Partners. We are the shelter intervention program at OCAS. We are a non profit all volunteer group dedicated to keeping pets in homes and out of the shelter. 25 hours a week, my wife Liz sits in an office behind the intake window and talks to everyone attempting to turn in a pet to see if she can help with food, medical help, training or advice. If it is obvious that it is impossible to keep the pet at home she networks with local rescues. Since late November, over 250 pets have avoided going into the shelter because of our shelter intervention program.

I was hoping to be at your city council meeting tonight but due to family obligations, it is not possible. I grew up in Garden Grove and have high regards for the city and its people. I know that tonight you are making a decision to either stay with OCAS or go to the Humane Society.

I believe making a change to the Humane Society is not in the best interest of your city or the pets of your city. As a shelter it is looking backwards whereas the now upcoming shelter in Tustin will be state of the art.

I have to question why the city would want to take on the rest of the tasks and duties that are part of your contract with OCAS. Does the city really want to manage and tackle animal cruelty cases? dying or dead wild animals on the side of the road? Animal hoarders? Stray animals that are not friendly? Feral cats? These are just a few of the scenarios of the types of services that the county provides.

I firmly believe that setting up your own animal services department will be a huge costly headache and end up costing the city more money in the long run.

We believe, Dr. Hawkins, the Director of OCAS is forward thinking and in our experience, she is making positive changes that are long overdue.

I hope you take all of this in consideration when you make your decision tonight.

Regards,

Eric Hueg  
OC Shelter Partners  
[www.ocshelterpartners.org](http://www.ocshelterpartners.org)

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April 25, 2016

**STEVE FRANKS**  
 DIRECTOR  
 OC COMMUNITY RESOURCES

**JENNIFER HAWKINS, DVM**  
 DIRECTOR  
 OC ANIMAL CARE

**RENEE RAMIREZ**  
 INTERIM DIRECTOR  
 OC COMMUNITY SERVICES

**JULIA BIDWELL**  
 INTERIM DIRECTOR  
 HOUSING COMMUNITY  
 DEVELOPMENT & HOMELESS  
 PREVENTION

**STACY BLACKWOOD**  
 DIRECTOR  
 OC PARKS

**HELEN FRIED**  
 COUNTY LIBRARIAN  
 OC PUBLIC LIBRARIES

City Hall  
 11222 Acacia Parkway  
 Garden Grove, CA 92840

Dear Mr. Stiles and Ms. Stipe,

RE: Proposed Cost Savings

In light of last week's conversation, I've researched a few relevant statistics for Garden Grove seeking to define areas of cost savings.

Garden Grove has a high incidence (15%, 2016) of unaltered animals. Unaltered animals are more likely to be stray, contribute to excessive populations and hoarding situations and become injured in traffic collisions. The incidence in other cities of unaltered animals is much lower (6.61%, Huntington Beach 2016; 9.28% Orange 2016). In order to lower costs and encourage sterilization of pets, Garden Grove could adopt its own fee structure. This could be seen as an assertive approach to encouraging responsible animal ownership.

**Increase dog license fees**

**Unaltered Dog Licenses**

Current license cost for an unaltered dog:	\$100.00
Full cost recovery for an unaltered dog license:	\$174.54
(\$162.00 FY 12-13)	
Proposed cost for an unaltered dog license:	\$130.00
Difference:	\$30.00
per license	
Number of unaltered dog licenses:	1973
(current number)	

**Increase in revenue: \$59,190.00**



OFFICE OF THE DIRECTOR  
 1770 NORTH BROADWAY  
 SANTA ANA, CA 92706-  
 2642  
 PHONE: 714.480.2788  
 FAX: 714.480.2899

**Altered Dog Licenses**

Current license cost for an altered dog:	\$27.00
Full cost recovery for an altered dog license:	\$49.63
(\$46.00 FY 12-13)	
Proposed cost for an altered dog license:	\$40.00
Difference:	\$13.00
per license	
Number of altered dog licenses:	9,084
(current number)	

**Increase in revenue: \$118,092.00**

**No Field Impound of Stray Healthy Cats**

Many of the animals impounded in Garden Grove are cats. Garden Grove may elect to request that stray healthy cats not be picked up by Animal Control. Sick or injured cats would still be received by OC Animal Care.

**Stray Cat Pick Up**

(No pick up of healthy, non-sick or injured, cats)

Number of requests for healthy cat pick-up, 2015:	479
Estimated cost per Field Services activity sequence:	\$84.37
<b>Total savings:</b>	<b>\$40,413.23</b>

**Discontinue Use of OC Animal Care for Dead Animal Removal****Deceased Animal Pickup**

(No pick-up of deceased animals)

Number of service requests	
for deceased animal pick-up, 2015:	1,016
Estimated cost per Field Services activity sequence:	\$84.37
<b>Total savings:</b>	<b>\$85,719.92</b>

**Overall estimated savings: \$303,415.15**

By implementing only the first three suggestions, the city could save approximately \$217,695.23 in costs without having to arrange for any additional services with other providers. Please let me know if there is anything additional that I could provide to be of assistance.

### Other Areas of Study

#### **Foster in Place**

Many of the cats impounded from Garden Grove are underage orphan kittens requiring 24 hour care. Rather than impounding these kittens, OC Animal Care would offer interested reporting parties to foster the kittens on their own, rather than house them at the shelter. This leads to better outcomes for kittens in a home environment and removes the need, and associated cost, for housing them at the shelter.

#### **Mobilization of Spay/Neuter services in Garden Grove**

OC Animal Care has relationships with mobile low cost spay/neuter services. We are happy to facilitate launching spay/neuter services in Garden Grove communities. Targeting animals that are overrepresented in the shelter can help decrease the number impounded. Events such as "feline fixathons", as well as pit bull focused spay/neuter, "Pit Stop" will help keep pets in Garden Grove healthy and decrease the chance that they end up in a shelter.

#### **Fosters for Long Term Cruelty Cases**

We are aware of cases of large numbers of impounds from Garden Grove as a result of animal cruelty/legal cases. We will work with the DA and our volunteer/foster program to facilitate placement of animals we are legally required to hold during ongoing investigations to help defray costs associated with long shelter length of stay.

These are just a few suggestions on methods to manage costs for the city of Garden Grove. We are more than willing to work with city staff to ensure Garden Grove receives adequate levels of service while being sensitive to Garden Grove's budgetary concerns. Please let me know if you have any questions or would like to discuss options further.

Sincerely,



Jennifer Hawkins, DVM  
Director OC Animal Care