



WEST END ANIMAL SERVICES AGENCY

Regular West End Animal Services Agency
Board Meeting
DECEMBER 5, 2024

*Ontario City Hall
303 E. B St. Ontario, CA 91764*

CHAIR PAUL S. LEON • VICE CHAIR CURTIS BURTON • DIRECTOR DEBRA PORADA

SECRETARY CLAUDIA Y. ISBELL • TREASURER/CONTROLLER ARMEN HARKALYAN
INTERIM ADMINISTRATOR JORDAN VILLWOCK • BOARD ATTORNEY NICHOLAUS NORVELL

WELCOME TO A MEETING OF THE WEST END ANIMAL AGENCY

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Secretary will not accept blue slips after that time. Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Board's jurisdiction. Remarks on other agenda items will be limited to those items. Remarks from those seated or standing in the back of the chamber will not be permitted. All those wishing to speak including Board and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the Ontario City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular West End Animal Services Agency meeting begins with Public Comment at 9:00 a.m.

CALL TO ORDER (OPEN SESSION)

9:00 A.M.

ROLL CALL

Leon, Burton, Porada

PUBLIC COMMENTS

9:00 A.M

The Public Comment portion of the Board meeting is limited to 30 minutes . An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Board is prohibited from taking action on non-agenda public comments.

As previously noted -- if you wish to address the Board, fill out one of the blue slips at the rear of the chambers and give it to the Secretary.

AGENDA REVIEW/ANNOUNCEMENTS

The Interim Administrator will go over all updated materials and correspondence received after the Agenda was distributed to ensure Board Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Board votes on them, unless a member of the Board requests a specific item be removed from the Consent Calendar for a separate vote.

1. APPROVAL OF MINUTES

Minutes of the regular meeting minutes of West End Animal Services of November 7, 2024, and the special meeting minutes of November 19, 2024, and approving the same as on file in the Records Management Department.

ATTACHMENT: [20241107 Meeting Minutes.docx](#)

ATTACHMENT: [20241119S Meeting Minutes.docx](#)

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

2. EXECUTIVE DIRECTOR OF ANIMAL SERVICES EMPLOYMENT AGREEMENT

That the Board of Directors appoint Clinton Thacker as Executive Director of Animal Services for the West End Animal Services Agency and approve an employment agreement with Mr. Thacker.

ATTACHMENT: [WEASA_ Executive Director of Animal Control Employment Agreement - Thacker FINAL.pdf](#)

3. RESOLUTIONS ADMITTING THE CITY OF MONTCLAIR AND THE COUNTY OF SAN BERNARDINO AS A MEMBER AGENCIES

That the Board of Directors consider and:

1. Adopt a resolution of the Board of Directors of the West End Animal Services Agency authorizing the addition of the City of Montclair as a member agency.
2. Adopt a resolution of the Board of Directors of the West End Animal Services Agency authorizing the addition of the County of San Bernardino as a member agency.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY AUTHORIZING THE ADDITION OF THE CITY OF MONTCLAIR AS A MEMBER OF THE AGENCY

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY AUTHORIZING THE ADDITION OF THE COUNTY OF SAN BERNARDINO AS A MEMBER OF THE AGENCY

ATTACHMENT: [San Bernardino County Signed LOI](#)

ATTACHMENT: [City of Montclair Signed LOI](#)

ATTACHMENT: [WEASA - Resolution - Admission of Montclair FINAL.docx](#)

ATTACHMENT: [WEASA - Resolution - Admission of County FINAL.docx](#)

ATTACHMENT: [Exhibit A - SB County West End Unincorporated Area.pdf](#)

STAFF MATTERS

Interim Administrator Villwock

BOARD MATTERS

Chair Leon
Vice Chair Burton
Director Porada

ADJOURNMENT

**WEST END ANIMAL SERVICES AGENCY
MINUTES
NOVEMBER 7, 2024
(Not Official Until Approved)**

The regular meeting of the West End Animal Services Agency was held on Thursday, November 7, 2024, at Ontario City Hall, 303 E. B Street Ontario, California.

MEETING CALLED TO ORDER

Chair Leon called the meeting to order at 8:03 a.m.

ROLL CALL

PRESENT: Chair:	Paul S. Leon
Vice Chair:	Curtis Burton
Director:	Debra Porada

Also present were Interim Administrator Jordan Villwock, Board Attorney Nicholas Norvell, and Secretary Claudia Y. Isbell.

CLOSED SESSION

Chair Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, Board Attorney Norvell announced the matters for discussion as listed on the agenda and recessed to Closed Session at 8:04 a.m. for discussion of the following:

GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Jordan Villwock, Interim Administrator and Nicholas Norvell, Board Attorney. Title: Executive Director of Animal Services

GC 54957, PUBLIC EMPLOYEE APPOINTMENT
Title: Executive Director of Animal Services

OPEN MEETING CALLED TO ORDER

Chair Leon reconvened the meetings at 9:04 a.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Director Porada.

REPORT ON CLOSED SESSION

Board Attorney Norvell announced there was no reportable action.

AGENDA REVIEW/ANNOUNCEMENTS

Interim Administrator Villwock made no announcements.

PUBLIC COMMENT

Secretary Isbell announced there were no written comments.

Donna Marchesi, spoke regarding feral cats.

Moe Mendoza, spoke regarding the current status of animal services in the area.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTERESTS

There were no conflicts announced.

CONSENT CALENDAR

MOTION: Moved by Vice Chair Burton, seconded by Director Porada, and carried by a unanimous vote 3-0, to approve the Consent Calendar as presented.

1. APPROVAL OF MINUTES

Approved the minutes for the special Board of Directors meeting of September 5, 2024, and the minutes for the regular meeting of October 3, 2024, approving same as on file with the Ontario Records Management Department.

2. CONFLICT OF INTEREST

The Board approved an Amendment to the Conflict of Interest Code of the West End Animal Services Agency and directing that the updated Code be submitted to the San Bernardino County Board of Supervisors.

ADMINISTRATIVE REPORT/DISCUSSION/ACTION

3. ADOPTION OF BOARD POLICIES / BYLAWS

The Board of Directors adopted a Resolution adding Article 2, Board Policies / Bylaws to the Agency's Administrative Policies and Procedures Manual.

Interim Administrator Villwock provided background on the item.

Chair Leon inquired if anyone was interested in speaking to the item.

Moe Mendoza, expressed concerns regarding the bylaws.

Seeing no one else wishing to speak, Chair Leon opened the item for Board discussion.

RESOLUTION NO. WEASA-005 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY APPROVING ARTICLE 2, BOARD POLICIES/BYLAWS OF THE AGENCY'S ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, and carried by a unanimous vote 3-0, adopt Resolution No. WEASA-005.

4. RECEIVE DIRECTION TO ESTABLISH AN EXEMPT ORGANIZATION TO SUPPORT THE MISSION OF THE WEST END ANIMAL SERVICES AGENCY

The Board of Directors provide direction to prepare establishment documents for a non-profit organization and bring back for final approval for incorporation.

Interim Administrator Villwock provided background on the item.

Chair Leon inquired if anyone was interested in speaking to the item.

Moe Mendoza, requested a veterinarian on staff full-time.

Seeing no one else wishing to speak, Chair Leon opened the item for Board discussion.

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, and carried by a unanimous vote 3-0, adopt move forward with option 1 and directing staff to take steps to establish the non-profit organization and bring relevant establishment documents back to the Board for review and further direction.

5. AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR RADIO SERVICE

The Board of Directors authorized the Interim Administrator to execute a 5-year Radio Services Agreement between the County of San Bernardino, Innovation and Technology Department and the West End Animal Services Agency in the amount not to exceed \$100,000 for animal control radio services.

Interim Administrator Villwock provided background on the item.

Chair Leon inquired if anyone was interested in speaking to the item. Seeing no one wishing to speak, Chair Leon opened the item for Board discussion.

MOTION: Moved by Vice Chair Burton, seconded by Director Porada, and carried by a unanimous vote 3-0, adopt the West End Animal Services Agency Fiscal Year 2024-25 Budget.

STAFF MATTERS:

Interim Administrator Villwock had no comments.

BOARD MATTERS:

Vice Chair Burton spoke on West End Animal Services being in its infancy and looked forward to the development of the agency.

Director Porada stated the West End Animal Services is committed to meeting the communities needs.

Chair Leon added that the West End Animal Services intended on providing better conditions and services for residents and animals.

ADJOURNMENT:

Chair Leon adjourned the meeting of the Joint Agencies at 9:55 a.m. and announced the next regular meeting was scheduled for December 5, 2024.

Respectfully submitted,

CLAUDIA Y. ISBELL, SECRETARY

APPROVED:

PAUL S. LEON, CHAIR

**WEST END ANIMAL SERVICES AGENCY
SPECIAL MEETING MINUTES
NOVEMBER 19, 2024
(Not Official Until Approved)**

The special meeting of the West End Animal Services Agency was held on Tuesday, November 19, 2024, at Ontario City Hall, 303 E. B Street Ontario, California.

MEETING CALLED TO ORDER

Chair Leon called the meeting to order at 8:03 a.m.

ROLL CALL

PRESENT: Chair:	Paul S. Leon
Vice Chair:	Curtis Burton
Director:	Debra Porada

Also present were Interim Administrator Jordan Villwock, Board Attorney Nicholas Norvell, and Secretary Claudia Y. Isbell.

CLOSED SESSION

Chair Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, Board Attorney Norvell announced the matters for discussion as listed on the agenda and recessed to Closed Session at 8:03 a.m. for discussion of the following:

GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Jordan Villwock, Interim Administrator and Nicholas Norvell, Board Attorney. Title: Executive Director of Animal Services

GC 54957, PUBLIC EMPLOYEE APPOINTMENT

Title: Executive Director of Animal Services

OPEN MEETING CALLED TO ORDER

Chair Leon reconvened the meeting at 11:37 a.m.

REPORT ON CLOSED SESSION

Upon a motion by Director Burton, seconded by Director Porada the Board voted unanimously to appoint an Executive Director of Animal Services, subject to completion of negotiations and approval of an Employment Agreement. When an Employment Agreement has been fully negotiated, it will be on the agenda for a regular meeting of the Board and the name of the selected candidate will be identified in the agenda packet. There was no other reportable action during closed session.

ADJOURNMENT

The meeting of the Joint Agencies was adjourned at 11:38 a.m.

Respectfully submitted,

CLAUDIA Y. ISBELL, SECRETARY


APPROVED:

PAUL S. LEON, CHAIR

WEST END ANIMAL SHELTER

Agenda Report
December 5, 2024

SECTION:
ADMINISTRATIVE
REPORTS/DISCUSSION/ACTION

Prepared By: Jordan Villwock, Interim
Administrator
Staff Member Presenting: Jordan Villwock,
Interim Administrator
Reviewed By:
Approved By: 

Submitted To: WEASA Board
Approved: _____
Continued To: _____
Denied: _____
Item No: 2

SUBJECT: EXECUTIVE DIRECTOR OF ANIMAL SERVICES EMPLOYMENT AGREEMENT

RECOMMENDATION: That the Board of Directors appoint Clinton Thacker as Executive Director of Animal Services for the West End Animal Services Agency and approve an employment agreement with Mr. Thacker.

FISCAL IMPACT: Appropriations for the ongoing salary and associated benefits costs have been included in West End Animal Services Adopted Budget for Fiscal Year 2024-2025.

BACKGROUND & ANALYSIS: The West End Animal Services Agency (WEASA) is a joint powers agency established under the Joint Exercise of Powers Agreement which was effective August 1, 2024. On September 3, 2024, WEASA launched a national recruitment for the position of Executive Director of Animal Services, and it closed on September 30, 2024. The recruitment was posted on governmentjobs.com in addition to the California Animal Welfare Association, the Association for Animal Welfare Advancement, and the National Animal Care and Control job posting websites.

The recruitment drew 39 applications total with eight of those meeting the minimum job qualifications as stated on the classification specification. On October 21, 2024, seven of the best qualified candidates were invited to participate in an interview with the WEASA Nominating Committee which consisted of executives from both the City of Ontario and the City of Chino. The Nominating Committee recommended four individuals for the City Manager's interview which consisted of Scott Ochoa, City Manager for the City of Ontario and Dr. Linda Reich, City Manager for the City of Chino, in which the interview took place on October 29, 2024. One candidate withdrew prior to the City Manager's interview, therefore, the City Managers interviewed three candidates. The City Managers recommended two candidates for the Board of Directors to interview.

The WEASA Board of Directors interviewed the two candidates on November 19, 2024, and gave direction to staff to negotiate terms and conditions of employment with Clinton Thacker as the candidate for the position of Executive Director of Animal Services. The subject employment agreement reflects the results of those negotiations, and it has been reviewed and approved by the Board Attorney.

Clint Thacker has been involved in the Animal Care & Control industry since 2002. He began his career as an Animal Control Officer and progressed through various roles, including Shelter Supervisor, Field Sergeant, and Executive Director at multiple agencies.

Since November 2017, Clint has served as the Executive Director of the Animal Service Center of the Mesilla Valley in Las Cruces, New Mexico. During his tenure, he supervised a shelter remodel, played a key role in designing and overseeing the construction of a 17,000-square-foot animal adoption facility, and implemented innovative lifesaving efforts to increase animal adoptions and reduce euthanasia rates.

WEST END ANIMAL SERVICES AGENCY
EMPLOYMENT AGREEMENT
(Executive Director of Animal Control)

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into by and between the West End Animal Services Agency, a California joint powers agency (hereinafter referred to as “Agency”), and Clinton Thacker (hereinafter referred to as “Employee”) (Agency and Employee may sometimes be individually referred to as a “Party” and collectively referred to as the “Parties”).

1. Employment - Agency hereby agrees to employ Employee as the Executive Director of Animal Control (“Executive Director”) and Employee agrees and does accept employment as the Executive Director for the Agency.

2. Duties - As Executive Director, Employee shall be responsible for the overall management, supervision, and operation of the Agency. This includes the development, implementation, and oversight of policies and procedures that ensure the humane treatment and care of animals, the safety and welfare of the public, and compliance with local, state, and federal regulations, including without limitation the provisions of the California Food and Agriculture Code, California Penal Code, and California Health and Safety Code relevant to the business of the Agency. The Executive Director shall perform any other functions and duties as assigned from time to time by the Agency’s Board of Directors (the “Board”), which may include, but is not limited to, responding to emergencies, addressing community concerns, and taking proactive measures to prevent animal-related issues. The Executive Director shall lead, plan, organize, direct, coordinate, and evaluate animal control and shelter operations for the Agency and contract cities and counties.

3. Term – Agency hereby agrees to employ Employee, and Employee agrees and does accept employment at Agency upon the terms and conditions set forth herein. The effective date of employment shall be January [redacted], 2025. The term of this Agreement shall be from the date of employment until the employment is terminated by Agency or Employee in accordance with Section 4.

4. Termination and Severance Pay

A. By Agency Not For Cause. At any time, the Agency, acting by and through the Board, may terminate this Agreement without cause. In the event that Employee’s employment is terminated without cause then, on the date of separation, and expressly conditioned upon Employee’s execution of a Separation Agreement with a waiver and general release, Employee shall be entitled to:

(1) A severance payment equal to six (6) months’ of Employee’s base salary or equal to the number of months remaining on the unexpired term of this Agreement, whichever is less; and

(2) The full cash value of all accrued, but unused annual and management leave.

B. By Agency For Cause. Should Employee be terminated “for cause” as defined here, Agency shall pay Employee all compensation then due and owing. Employee, however, shall receive no severance pay; thereafter, all of Agency’s obligations under this Agreement shall cease. For the purposes of this Agreement, “for cause” shall mean: bribery, theft, embezzlement, conviction of any criminal act involving fraud, malfeasance, or an act of misfeasance, unlawful discrimination, commission of a felony, moral turpitude, material dishonesty related to Employee’s duties or the Agency, material violation of the Agency’s personnel policies or procedures, other gross misconduct in the performance of the functions and duties of the Executive Director, or the intentional violation of specific written direction of at least a majority of the Board to the Executive Director as long as that direction would not cause Employee to violate any federal, state or local law. For purposes of this section, “written direction” includes approved minutes of Board proceedings which evidence direction of the Board.

C. Termination for Other Causes. Termination due to physical or mental incapacity or death shall not be considered for cause. In the event of termination due to Employee’s physical or mental incapacity or death, the Agency shall pay the Employee (or his/her designee or administrator of his/her estate) severance pay in accordance with Section 4(A); thereafter, all of Agency’s obligations under this Agreement shall cease.

D. By Employee. At any time, Employee may terminate this Agreement and resign his/her employment with Agency by providing Agency with at least thirty (30) days advance written notice. Agency shall have the option, in its complete discretion, to terminate Employee at any time prior to the end of such notice period, provided Agency pays Employee all compensation and benefits due and owing through the last day actually worked, plus an amount equal to the base salary, benefits, and accrued benefits balances, Employee would have earned through the balance of the above notice period or the unexpired term of this Agreement, whichever is less; thereafter all of Agency’s obligations under this Agreement shall cease.

E. Waiver. By entering into this Agreement, Employee expressly waives any right he/she may have had or may have claimed to have had to be terminated only “for cause,” except as provided herein.

F. Termination Obligations. Employee agrees that all property, including without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee in the course of or incident to his/her employment, belongs to the Agency and shall be returned promptly to Agency upon termination.

(1) All benefits to which Employee is otherwise entitled shall cease upon Employee’s termination, unless explicitly continued either under this Agreement or under any specific written policy or benefit plan of Agency.

(2) The representations and warranties contained in this Agreement and Employee's obligations under this Section 4(F) shall survive the termination of this Agreement.

(3) Following any termination, Employee shall fully cooperate with Agency in all matters relating to the winding up of pending work on behalf of Agency and the orderly transfer of work to other employees of Agency. Employee shall also cooperate in the defense of any action brought by any third party against Agency that relates in any way to Employee's acts or omissions while employed by Agency.

5. Salary and Benefits

A. **Salary.** Agency agrees to pay Employee for his/her services rendered a base salary of One Hundred and Eighty-Eight Thousand Dollars (\$188,000) per year, less required and authorized deductions, in installments at the same time as other employees of Agency are paid.

B. **Changes in Salary or Benefits.** Following the annual performance evaluation of Employee, as set forth in Section 6.A., the Board may elect, in its sole discretion, to adjust Employee's compensation and benefits, which may include, but not be limited to: a cost of living adjustment (COLA), a merit increase in base salary, and/or one-time performance incentive pay. Any such change in salary or benefits will be processed as an amendment to this Agreement approved during open session at a regular meeting of the Board.

C. **Auto Allowance.** Employee will furnish, maintain, and insure his/her own automobile while conducting Agency business at his sole cost and expense. As compensation toward partial business use of his/her personal automobile, and in lieu of receiving mileage reimbursement, the Agency will provide the Employee with a vehicle allowance in the amount of \$350.00 per month during the term of this Agreement. The amount is not subject to an adjustment for an increase in the cost of living. This amount is considered taxable income and will be subject to all applicable taxes and withholdings. Employee shall possess and maintain a valid and appropriate California driver's license, shall maintain automobile insurance at least the minimum levels required by State law, and shall immediately provide written notice to the Board of any actions taken against Employee's driving privilege, such as a suspension or a revocation due to a DUI or vehicular accident, or a failure to provide proof of financial responsibility.

D. **Cell Phone Allowance.** Employee shall receive a cell phone allowance of One Hundred Dollars (\$100.00) per month. A portion of the allowance will be paid each pay period during a month as part of the employee's regular paycheck. This amount is considered taxable income and will be subject to all applicable taxes and withholdings.

E. **Accidental Death and Dismemberment Insurance.** Agency shall provide the Employee with Accidental Death and Dismemberment ("AD&D") insurance coverage in the amount of at least \$109,000. This insurance provides a benefit of \$109,000 in the event of the Employee's accidental death or a specified benefit amount in case of accidental dismemberment or certain serious injuries, as defined by the insurance policy.

F. **Life Insurance.** Agency shall provide the Employee with Life Insurance coverage in the amount of \$106,000.

G. Leave.

(1) **Holidays.** Employee will be entitled to the following ten (10) paid holidays per year:

- (a) New Year's Day;
- (b) Memorial Day;
- (c) Labor Day;
- (d) Independence Day;
- (e) Veterans Day;
- (f) Thanksgiving Day;
- (g) Day after Thanksgiving;
- (h) Christmas Eve;
- (i) Christmas; and
- (j) New Year's Eve.

(2) **Management Leave.** Employee shall be entitled to receive forty (40) hours of paid management leave annually effective January 1st of each year, and on each anniversary date thereafter that this Agreement is in effect. For new employees who begin employment during the year, management leave will be prorated based on their start date. Agency agrees to pay to Employee any banked but unused management leave on each anniversary date of this Agreement.

H. Contributions to Deferred Compensation Plans. Agency shall contribute an amount equal to three percent (3%) of Employee's then-effective base salary to Employee's 457(b) deferred compensation plan, available through Voya Financial or successor entity. In addition, Agency will make contributions equal to ten percent (10%) of Employee's base salary to a 401(a) plan. Contributions to the 457(b) plan and 401(a) plan shall be made in equal amounts throughout the year during each pay period. Employee is also eligible to make additional voluntary deductions to the 457(b) deferred compensation plan up to the IRS annual deferral limit.

I. One-Time Relocation Assistance. Employee shall receive a taxable stipend in the amount of \$15,000 for one-time relocation assistance, which may be used by Employee for travel, lodging, airfare, car rentals, meals, house hunting, moving, or similar expenses relating to Employee's relocation to San Bernardino County or an adjacent county ("Relocation Assistance"). The Relocation Assistance shall be paid in equal amounts during Employee's first thirteen (13) pay periods. In the event Employee's employment is terminated within two (2) years of the effective date either by Employee or by the Board for cause, then

Employee shall be required to reimburse the Relocation Assistance, which repayment may be waived by a vote of the majority of the Board, in its sole discretion.

J. **Other Benefits.** Employee shall be entitled to receive the same type and level of other benefits afforded by Agency to other executive staff employees as established from time to time by Agency's Board, which may include, but not be limited to, health insurance benefits (medical, vision, and dental) and/or other benefits as they may be modified or amended from time to time. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement or its termination.

6. **Performance Evaluation** - The Board shall review and evaluate the performance of Employee at least once annually. Employee will request and schedule such reviews, as appropriate, pursuant to Board agenda procedures or as otherwise directed by the Board. The annual performance reviews shall be in accordance with specific criteria developed by the Board, in consultation with Employee. Said criteria may be added to or deleted as the Board of Directors may from time-to-time determine, in consultation with the Employee. Further, the Board shall provide Employee with a summary written statement of the findings of the Board and provide an adequate opportunity to Employee to discuss his/her evaluation with the Board. The failure of the Board to conduct an annual review and evaluation and/or to provide Employee with a statement of its findings shall not affect the Parties' rights to terminate this Agreement pursuant to Section 4 hereof. In effecting the provisions of this Section 6, the Agency and the Board and Employee mutually agree to abide by the provisions of applicable law.

7. **Annual Leave and Hours of Work** - It is recognized that Employee must devote a great deal of time outside the normal office hours to business of Agency and the Board. Therefore, notwithstanding the applicability of provisions of Section 5 relating to leave or holidays, Employee will receive a leave bank of three (3) weeks (equivalent to 120 hours) at the start of his/her employment. After Employee's first anniversary date, Employee shall accrue the leave throughout the year per pay period while this Agreement is in effect. Employee will be allowed to take compensatory time off as shall be deemed appropriate during said normal office hours. Agency agrees to pay to Employee any banked but unused annual leave on each anniversary date of this Agreement.

8. **Outside Activities**

A. **Community or Public Service.** Employee agrees to devote Employee's full time and attention to the discharge of Employee's duties as Executive Director, except that this provision shall be construed so as to permit Employee to participate in community service, public service, or non-profit activities which, in the opinion of the Board, do not constitute a conflict of interest and do not unreasonably interfere with the performance of the Employee's duties as Executive Director, Agency operations, or Agency's reputation in the community.

B. **Circumstances Requiring Disclosure and Board Consent.** Except upon the prior written consent of the Board or as described in subsection (A) above, Employee (during the term of this Agreement) shall not: (i) accept any other employment; (ii) spend more than ten (10) hours per week in teaching, counseling or other non-Agency connected business without the prior approval of the Board; or (iii) engage, directly or indirectly, in any other business,

commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may be competitive with Agency, that might create a conflict of interest with Agency, or that otherwise might interfere with the business and operations of Agency. So that Agency may be aware of the extent of any other demands upon Employee's time and attention, Employee shall disclose in confidence to the Board the nature and scope of any other business activity in which Employee is or may become engaged during the term of this Agreement (provided, however, that such activity may be subject to public disclosure as required by law or Agency's Conflict of Interest Code). This section shall not be deemed to prohibit passive personal investments.

C. **Dues, Professional Activities and Incidental Benefits** - Subject to the limitations of applicable law and Agency policy, Agency shall pay all reasonable dues, subscriptions, travel expenses and other costs reasonably associated with performance of Employee's duties as Executive Director and the continuation of his/her professional development, including up to six (6) units per year of college credit. Agency and the Board acknowledge for purposes of this Agreement that Employee in the performance of his/her duties may be required to attend certain business or social events incidental to his/her duties as Executive Director which may, under the requirements of the Political Reform Act, constitute the receipt of gifts from time to time. The receipt of such gifts, provided they are accepted and disclosed in a manner permitted by the Political Reform Act, is expressly permitted under the terms and conditions of this Agreement and shall not otherwise be deemed to be inconsistent with other Agency and the Board rules or policies.

9. **Bonding** - Agency shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. **Other Terms and Conditions of Employment** - The Board, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may be determined, from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other federal, state or local law.

11. **No Reduction of Benefits** - Agency and the Board shall not at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of Agency.

12. **Indemnification** - Subject to Section 13 below, pursuant to Government Code Section 825 and all other applicable sections of the Government Code concerning defense and indemnification of public employees, Employee shall be entitled to, and Agency agrees to indemnify, defend and hold Employee harmless from any and all claims, actions, causes of action, damages, costs and expenses, including reasonable attorneys' fees, arising out of or resulting in any manner from Employee's acts or omissions occurring within the scope of his/her employment.

13. **Abuse of Office or Position** - Pursuant to Government Code section 53243, *et seq.*, which became effective on January 1, 2012, if Employee is convicted of a crime involving an abuse of his/her office or position, all of the following will apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the Agency pays for the criminal legal defense of Employee (which

would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if the Employee's employment is terminated, any cash settlement related to the termination that the Employee may receive from the Agency shall be fully reimbursed to the Authority. For purposes of this section, "abuse of office or position" means either: (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Titles 5, 6, or 7 of Part 1 of the Penal Code. The provisions of California Government Code Sections 53243 to 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement.

14. Agency Policies and Procedures - In addition to the terms and conditions of this Agreement, the terms and conditions of Employee's employment, including additional employment benefits of Employee not specifically provided for in this Agreement, shall be governed by Authority's personnel policies and procedures to the extent not inconsistent with the provisions of the Agreement. In the event of any conflict with an express provision of this Agreement, this Agreement shall control.

15. Notices - Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Agency or to Employee at the address described below. Employee shall be obligated to notify Agency in writing of any change in address.

A. Notice to Agency shall be made to the attention of: (1) the Chair of Agency's Board at Agency's then-current principal place of business as identified in a resolution or other enactment of Agency's Board, as may be amended from time to time, and (2) to Agency's General Counsel addressed to: Best Best & Kreiger, 2855 E. Guasti Rd., Suite 400, Ontario, CA 91761, Attn: West End Animal Services Agency General Counsel. Agency may update its address(es) for purpose of notice by providing notice of such update to Employee as provided herein.

B. Notice to Employee shall be made to Employee's then-current address on file with Agency's Human Resources.

16. General Provisions

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. Except as expressly provided in Section 4(C), neither Employee nor his/her heirs, administrators, or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights and benefits as may be provided by law.

B. This Agreement shall become effective commencing upon authorization by the Board and execution of the Agreement by both Parties.

C. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of Employee by Agency and

contains all of the covenants and agreements between the parties with respect to the employment of Employee by Agency.

D. Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement or promise not contained in this Agreement shall not be valid or binding on either party.

E. Any modification of this Agreement will be effective only if made in writing and signed by Employee and Agency.

F. If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and Agency agree that venue for any dispute shall be in San Bernardino County, California.

H. This Agreement shall be construed as a whole according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for language in this Agreement.

I. Employee acknowledges that he/she has had an opportunity to consult legal counsel regarding this Agreement, that he/she has read and understands this Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representation or promises other than those contained in this Agreement.

J. Should this Agreement be the subject of litigation between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs, and the prevailing statutory interest from the other party.

K. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

L. This Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

M. If any other provisions or agreements are necessary to enforce the intent of this Agreement, both parties agree to execute such provisions or agreements upon request.

[Continued on following page]

SIGNATURE PAGE TO EMPLOYMENT AGREEMENT FOR THE EXECUTIVE
DIRECTOR OF ANIMAL SERVICES OF THE WEST END ANIMAL SERVICES AGENCY

IN WITNESS WHEREOF, the parties have executed this Employment Agreement this ____
day of _____, 2024 at Ontario, California.

WEST END ANIMAL SERVICES AGENCY EMPLOYEE

By: _____
Chair Paul S. Leon

By: _____
Clinton Thacker

Date: _____

Date: _____


APPROVED AS TO FORM:
BEST, BEST & KRIEGER LLP

By: _____
General Counsel

WEST END ANIMAL SHELTER

Agenda Report
December 5, 2024

**SECTION:
ADMINISTRATIVE
REPORTS/DISCUSSION/ACTION**

Prepared By: Jordan Villwock, Interim
Administrator
Staff Member Presenting: Jordan Villwock,
Interim Administrator
Reviewed By:
Approved By: 

Submitted To: WEASA Board
Approved: _____
Continued To: _____
Denied: _____
Item No: 3

SUBJECT: RESOLUTIONS ADMITTING THE CITY OF MONTCLAIR AND THE COUNTY OF SAN BERNARDINO AS A MEMBER AGENCIES

RECOMMENDATION:

That the Board of Directors consider and:

1. Adopt a resolution of the Board of Directors of the West End Animal Services Agency authorizing the addition of the City of Montclair as a member agency.
2. Adopt a resolution of the Board of Directors of the West End Animal Services Agency authorizing the addition of the County of San Bernardino as a member agency.

FISCAL IMPACT: If approved, the Share of Contributions / Voting Shares will be:

- A. City of Ontario - 58%
- B. City of Chino - 28%
- C. City of Montclair - 10%
- D. County of San Bernardino - 4%

Costs sharing will be backdated to the establishment of the West End Animal Services Agency.

BACKGROUND & ANALYSIS:

The West End Animal Services Agency (WEASA) is a joint powers agency (JPA) established under the Joint Exercise of Powers Agreement between the Cities of Ontario and Chino which was effective August 1, 2024. In the last year, several jurisdictions were involved in the conversation surrounding establishing a JPA to provide animal sheltering and animal control services to our communities. As such, the City of Montclair and the County of San Bernardino (for the West End unincorporated area) have formally submitted requests to join the West End Animal Services Agency. The Share of Contributions / Voting Share is

shown in the Fiscal Impact section of the Agenda Report.

The WEASA JPA Agreement allows for new members to be admitted into WEASA with unanimous approval of the Board and approval by each governing body of the Member Agencies. Staff has thoroughly collaborated with both jurisdictions and is recommending approval.

Due to the size of the temporary shelter facility, staff is recommending any future considerations for other jurisdictions to join either as member agencies or contract agencies be for services that can be provided after the permanent facility is operational.



County Administrative Office

Luther Snoke
Chief Executive Officer

November 12, 2024

West End Animal Services Agency
Attention: Jordan Villwock, Interim Administrator
303 East B Street
Ontario, CA 91764

RE: West End Animal Services Agency

Dear Mr. Villwock,

San Bernardino County (County) is interested in joining the West End Animal Services Agency (WEASA) as member agency. We believe that the new joint powers authority will improve animal welfare and provide additional animal resources and facilities in the region, and that our participation as a member agency will further advance these efforts.

The County is deeply committed to public service and animal welfare, and we are eager to join as a member agency to collaborate with the other member agencies to provide comprehensive animal care and support for both the animals and the residents.

The County understands the membership details as follows:

- The County will initially hold approximately a 4% share of the agency's voting rights and therefore will be initially responsible for 4% of the operational and capital improvement costs approved by the WEASA Board of Directors. This includes the cost for FY 2024-25.
- The County Board of Supervisors will appoint an elected official as a representative to the WEASA Board of Directors and will initially hold an approximate 4% (based on their ownership percentage as listed in the above bullet point) of the voting weight.

Official action to join the West End Animal Services Agency will require County Board of Supervisors action, which will be considered at a future Board of Supervisor's meeting once the WEASA Board of Directors has adopted a resolution conditionally admitting the County and setting the final requirements for the County's membership.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Snoke".

Luther Snoke
Chief Executive Officer
San Bernardino County

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
Vice Chairman, First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BACA, JR.
Fifth District

Luther Snoke
Chief Executive Officer



November 8, 2024



West End Animal Services Agency
Attention: Jordan Villwock, Interim Administrator
303 East B Street
Ontario, CA 91764

SUBJECT: West End Animal Services Agency

Dear Mr. Villwock,

The City of Montclair is interested in joining the West End Animal Services Agency (WEASA) as member agency. We believe that the new joint powers authority will improve animal welfare and provide additional animal resources and facilities in the region, and that our participation as a member agency will further advance these efforts.

The City of Montclair is deeply committed to public service and animal welfare, and we are eager to join as a member agency to collaborate with the other member agencies to provide comprehensive animal care and support for both the animals and the residents.

The City of Montclair understands the membership details as follows:

- The City of Montclair will initially hold approximately a 10% share of the agency’s voting rights and therefore, will be initially responsible for 10% of the operational and capital improvement costs approved by the WEASA Board of Directors. This includes the cost for FY 2024-25.
- The City of Montclair would pay \$2M upfront for its share of the capital cost of a long-term WEASA animal shelter facility, and then would pay the balance of its share over 10 years without interest or penalty.
- The City of Montclair City Council will appoint an elected official as a representative to the WEASA Board of Directors and will initially hold an approximate 10% (based on its ownership percentage as listed in the above bullet point) of the voting weight.

Official action to join the West End Animal Services Agency will require City Council action, which will be considered at a future City of Montclair City Council meeting once the WEASA Board of Directors has adopted a resolution conditionally admitting the City of Montclair and setting the final requirements for the City’s membership.

Sincerely,

OFFICE OF THE CITY MANAGER

City Manager
Edward C. Starr

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Javier John Dutrey • Mayor Pro Tem Tenice Johnson • Council Members: Bill Ruh, Corysa Martinez, Benjamin Lopez • City Manager Edward C. Starr

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY AUTHORIZING THE ADDITION OF THE CITY OF MONTCLAIR AS A MEMBER OF THE AGENCY

WHEREAS, the West End Animal Services Agency ("Agency") is a joint powers agency established pursuant to the Joint Exercise of Powers Act (Gov. Code § 6500 *et seq.*) and a Joint Exercise of Powers Agreement ("JPA Agreement") effective August 1, 2024; and

WHEREAS, Section 14.1 of the JPA Agreement provides that Agency's Board of Directors ("Board") may set the terms and conditions for admitting new members (a "New Member Agency" or "New Member") that it deems appropriate either by amendment to the JPA Agreement or reference to the Bylaws or other adopted resolution or policy of the Agency; and

WHEREAS, Section 14.1 of the JPA Agreement further provides that New Members may only be admitted with unanimous approval of the Board and approval by each governing body of the Member Agencies; and

WHEREAS, Section 14.1 of the JPA Agreement further provides that approved New Members shall execute a copy of the JPA Agreement and shall thereafter be subject to all terms and conditions contained therein; and

WHEREAS, Section 14.2 of the JPA Agreement provides that, except as otherwise expressly set forth therein, the terms of the JPA Agreement shall be construed so as to apply to New Members the same as to the initial Member Agencies to the JPA Agreement and that New Members shall have the rights and obligations accorded to "Members" or "Member Agencies" (whether singular or plural) under the JPA Agreement; and

WHEREAS, Section 14.3 of the JPA Agreement provides that prior to the acceptance of any New Member Agency, the proposed New Member Agency shall pay an amount, as determined by the Board, for the proposed New Member Agency's fair share of any start-up costs or other initial investments incurred by the Agency as consideration for admitting the New Member Agency; and

WHEREAS, Section 14.4 of the JPA Agreement provides that the Agency shall not provide any animal control, animal sheltering, or related services within a New Member Agency's geographic area unless and until the New Member Agency deposits sufficient funds to cover the estimated costs of services for a period of time as determined by the Board, to be not less than six (6) months; and

WHEREAS, Section 8.1 of the JPA Agreement provides that original Member Agencies (the cities of Ontario, Chino, and any new Member Agencies who join the Agency pursuant to Section 14 of the JPA Agreement by July 1, 2025) shall have an ownership interest in the real property described in Section 8.1 of the JPA Agreement

following its transfer by the City of Ontario to the Agency, and shall pay the Agency for their respective ownership interests in the property through their quarterly payments to the Agency over a period determined by the Agency and the original Member Agencies; and

WHEREAS, on December 5, 2024, the Board of Directors of the Agency considered the membership of the City of Montclair.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the West End Animal Services Agency:

1. The above recitals are true and correct and are incorporated herein.
2. The Board hereby unanimously approves the inclusion of the City of Montclair as a Party to the JPA Agreement and member of the West End Animal Services Agency, subject to the following conditions:
 - a. Approval by each governing body of the existing Member Agencies;
 - b. The Agency will bill the City in or around April 2025 for the first three quarterly payments to the Agency for its share of the FY 2024-2025 budget. Such payment for the first three quarters does not include future quarterly payments (including those that may become payable after April 2025 but before the effective date of the City's admission), or any additional amounts that may become due and payable by the City pursuant to any budget adjustment approved by the Agency's Board of Directors. The City shall pay such amounts in accordance with the JPA Agreement.
 - c. Payment of Two Million Dollars (\$2,000,000) as a downpayment of the City's share of costs for its respective ownership interest in the property described in Section 8.1 of the JPA Agreement. The City's remaining share of such costs will be billed quarterly by the Agency for a period of 10 years.
 - d. The City shall execute and deliver a copy of the JPA Agreement to the Board Secretary and other Member Agencies.
3. Upon admittance, the City's Initial Share of Contributions / Voting Shares pursuant to Exhibit B of the JPA Agreement shall be 10% with the City of Ontario at 58% and City of Chino at 28%, with the understanding that the County of San Bernardino is anticipated to join the Agency at or around the same time, and will represent 4%. If the County does not join the Agency at or around the same time, the City's Share of Contributions / Voting Shares would be 11% with the City of Ontario 60% and City of Chino at 29%. Upon the effective date of the City's admission to the Agency, an addendum reflecting this updated Initial Share of Contributions / Voting Shares shall be ministerially added to Exhibit B of the JPA Agreement.

4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

5. The City's admission as a Party to the JPA Agreement and Member Agency shall be deemed to occur on the date when all of the conditions in Section 2(a), (c) and (d) have been satisfied. If any of the conditions in Section 2(a), (c) and (d) have not occurred by July 1, 2025, this Resolution shall be deemed to no longer have any force or effect. Except as otherwise expressly set forth herein, this Resolution shall take effect immediately upon its adoption.

The Secretary of the West End Animal Services Agency shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of December, 2024.

_____, CHAIR

ATTEST:

CLAUDIA Y. ISBELL SECRETARY

APPROVED AS TO FORM:

NICHOLAUS NORVELL
GENERAL COUNSEL

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY AUTHORIZING THE ADDITION OF THE COUNTY OF SAN BERNARDINO AS A MEMBER OF THE AGENCY

WHEREAS, the West End Animal Services Agency ("Agency") is a joint powers agency established pursuant to the Joint Exercise of Powers Act (Gov. Code § 6500 *et seq.*) and a Joint Exercise of Powers Agreement ("JPA Agreement") effective August 1, 2024; and

WHEREAS, Section 14.1 of the JPA Agreement provides that Agency's Board of Directors ("Board") may set the terms and conditions for admitting new members (a "New Member Agency" or "New Member") that it deems appropriate either by amendment to the JPA Agreement or reference to the Bylaws or other adopted resolution or policy of the Agency; and

WHEREAS, Section 14.1 of the JPA Agreement further provides that New Members may only be admitted with unanimous approval of the Board and approval by each governing body of the Member Agencies; and

WHEREAS, Section 14.1 of the JPA Agreement further provides that approved New Members shall execute a copy of the JPA Agreement and shall thereafter be subject to all terms and conditions contained therein; and

WHEREAS, Section 14.2 of the JPA Agreement provides that, except as otherwise expressly set forth therein, the terms of the JPA Agreement shall be construed so as to apply to New Members the same as to the initial Member Agencies to the JPA Agreement and that New Members shall have the rights and obligations accorded to "Members" or "Member Agencies" (whether singular or plural) under the JPA Agreement; and

WHEREAS, Section 14.3 of the JPA Agreement provides that prior to the acceptance of any New Member Agency, the proposed New Member Agency shall pay an amount, as determined by the Board, for the proposed New Member Agency's fair share of any start-up costs or other initial investments incurred by the Agency as consideration for admitting the New Member Agency; and

WHEREAS, Section 14.4 of the JPA Agreement provides that the Agency shall not provide any animal control, animal sheltering, or related services within a New Member Agency's geographic area unless and until the New Member Agency deposits sufficient funds to cover the estimated costs of services for a period of time as determined by the Board, to be not less than six (6) months; and

WHEREAS, Section 8.1 of the JPA Agreement provides that original Member Agencies (the cities of Ontario, Chino, and any new Member Agencies who join the Agency pursuant to Section 14 of the JPA Agreement by July 1, 2025) shall have an ownership interest in the real property described in Section 8.1 of the JPA Agreement

following its transfer by the City of Ontario to the Agency, and shall pay the Agency for their respective ownership interests in the property through their quarterly payments to the Agency over a period determined by the Agency and the original Member Agencies; and

WHEREAS, on December 5, 2024, the Board of Directors of the Agency considered the membership of the County of San Bernardino.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the West End Animal Services Agency:

1. The above recitals are true and correct and are incorporated herein.
2. The Board hereby unanimously approves the inclusion of the County of San Bernardino as a Party to the JPA Agreement and member of the West End Animal Services Agency, subject to the following conditions:
 - a. Approval by each governing body of the existing Member Agencies;
 - b. The Agency will bill the County in or around April 2025 for the first three quarterly payments to the Agency for its share of the FY 2024-2025 budget. Such payment for the first three quarters does not include future quarterly payments (including those that may become payable after April 2025 but before the effective date of the County's admission), or any additional amounts that may become due and payable by the County pursuant to any budget adjustment approved by the Agency's Board of Directors. The County shall pay such amounts in accordance with the JPA Agreement.
 - c. The County agrees to pay for its share of costs for its respective ownership interest in the property described in Section 8.1 of the JPA Agreement. The County's share of such costs will be billed quarterly by the Agency for a period determined by the Agency until fully paid.
 - d. The County shall execute and deliver a copy of the JPA Agreement to the Board Secretary and other Member Agencies.
3. Upon admittance, the County's Initial Share of Contributions / Voting Shares pursuant to Exhibit B of the JPA Agreement shall be 4% with the City of Ontario at 58% and City of Chino at 28%, with the understanding that the City of Montclair is anticipated to join the Agency at or around the same time, and will represent 10%. If Montclair does not join the Agency at or around the same time, the County's Share of Contributions / Voting Shares would remain at 4% with the City of Ontario 63% and City of Chino at 33%. Upon the effective date of the County's admission to the Agency, an addendum reflecting this updated Initial Share of Contributions / Voting Shares shall be ministerially added to Exhibit B of the JPA Agreement.

4. Upon inclusion of the County as a Party to the JPA Agreement and member of the Agency, the Agency's services to the County will only include those areas located in the "West End" of the County's unincorporated area, and generally described as shown on the map (San Bernardino unincorporated areas west of the 15 freeway) attached hereto as Exhibit A. Any expanded services within the County's jurisdiction shall require unanimous approval by the Agency's Board of Directors, may require an update to the County's Initial Share of Contributions / Voting Shares, and other conditions as may be required by the Agency or the JPA Agreement.
5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.
6. The County's admission as a Party to the JPA Agreement and Member Agency shall be deemed to occur on the date when all of the conditions in Section 2(a)-(d) have been satisfied. If any of the conditions in Section 2(a)-(d) have not occurred by July 1, 2025, this Resolution shall be deemed to no longer have any force or effect. Except as otherwise expressly set forth herein, this Resolution shall take effect immediately upon its adoption.

The Secretary of the West End Animal Services Agency shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of December, 2024.

_____, CHAIR

ATTEST:

CLAUDIA Y. ISBELL SECRETARY

APPROVED AS TO FORM:

NICHOLAUS NORVELL
GENERAL COUNSEL

