



WEST END ANIMAL SERVICES AGENCY

Regular Board Meeting

NOVEMBER 7, 2024

Ontario City Hall

303 East B Street, 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 WEST END ANIMAL SERVICES 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. Comments will be limited to 3 minutes. 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 Closed Session Public Comment at 8:00 a.m. immediately followed by the Regular Meeting.

CALL TO ORDER (OPEN SESSION)

8:00 A.M.

ROLL CALL

Leon, Burton, Porada

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the West End Animal Services Agency meeting is limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS

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

GC 54957, PUBLIC EMPLOYEE APPOINTMENT

Title: Executive Director of Animal Services

PLEDGE OF ALLEGIANCE

Vice Chair Burton

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 for the canceled meeting of September 5, 2024, and the regular Board of Directors meeting of October 3, 2024, and approving same on file with the City of Ontario Records Management Department

2. CONFLICT OF INTEREST

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 REPORTS/DISCUSSION/ACTION

3. ADOPTION OF BOARD POLICIES / BYLAWS

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

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

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

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

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

That the Board of Directors authorize 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.

STAFF MATTERS

Interim Director Villwock

BOARD MATTERS

Chair Leon
Vice Chair Burton
Director Porada

ADJOURNMENT

**WEST END ANIMAL SERVICES AGENCY
MINUTES
SEPTEMBER 5, 2024**

JOINT MEETINGS

The West End Animal Service Agency's regular joint meetings, scheduled for September 5, 2024, were canceled.

Respectfully submitted,

CLAUDIA Y. ISBELL, MMC,
SECRETARY

APPROVED

PAUL S. LEON, CHAIR

**WEST END ANIMAL SERVICES AGENCY
MINUTES
OCTOBER 3, 2024
(Not Official Until Approved)**

The regular meeting of the West End Animal Services Agency was held on Thursday, October 3, 2024, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Director Leon called the meeting to order at 10:03 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, Board Treasurer/Controller Armen Harkalyan, and Secretary Claudia Y. Isbell.

PUBLIC COMMENT

Secretary Isbell announced there were no written comments.

There were no comments.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTERESTS

There were no conflicts announced.

AGENDA REVIEW/ANNOUNCEMENTS

Interim Administrator Villwock made no announcements.

CONSENT CALENDAR

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, 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 August 22, 2024, and approving same on file with the Ontario Records Management Department

ADMINISTRATIVE REPORT/DISCUSSION/ACTION

2. ADOPTION OF THE WEST END ANIMAL SERVICES AGENCY FISCAL YEAR 2024-25 BUDGET

The Board of Directors approved the annual budget of the West End Animal Services Agency for Fiscal Year 2024-25.

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.

3. CONTRACT WITH MILLER ARCHITECTURAL CORPORATION FOR THE TEMPORARY ANIMAL SHELTER AND PERMANENT ANIMAL SHELTER SITE DESIGN

The Board of Directors authorized the Interim Administrator to execute a Design Services Agreement between Miller Architecture Corporation and the West End Animal Services Agency for design and bid support services for the temporary animal shelter located at 1630 Shearwater Street, Ontario CA, for a total amount not to exceed \$304,000 and a term from October 4, 2024 through October 4, 2027.

MOTION: Moved by Director Porada, seconded by Vice Chair Burton, and carried by a unanimous vote 3-0, approve a contract with Miller Architectural Corporation.

4. A RESOLUTION APPROVING THE WEST END ANIMAL SERVICES AGENCY CONFLICT OF INTEREST CODE

The Board of Directors adopted a Resolution approving the West End Animal Services Agency Conflict of Interest Code.

RESOLUTION NO. WEASA-004 A RESOLUTION of the BOARD OF DIRECTORS OF THE WEST END ANIMAL SERVICES AGENCY APPROVING CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974.

MOTION: Moved by Vice Chair Burton, seconded by Director Porada, and carried by a unanimous vote 3-0, to adopt Resolution No. WEASA-004.

STAFF MATTERS:

UPDATE ON EXECUTIVE DIRECTOR RECRUITMENT

Interim Director Villwock provided an informational update regarding the Executive Director Recruitment.

BOARD MATTERS:

Vice Chair Burton asked for clarification on the application process for the Executive Director.

Director Porada made no comments.

Chair Leon made no comments.

PUBLIC COMMENT

Nancy, asked questions regarding the Executive Director position.

Lisa Price, spoke in support of contracting a local non-profit organization to run the West End Animal Services Agency.

ADJOURNMENT:

Chair Leon adjourned the meetings of the Joint Agencies at 9:36 a.m. and announced the next regular meeting was scheduled for November 7, 2024.

Respectfully submitted,

CLAUDIA Y. ISBELL, SECRETARY

APPROVED:

PAUL S. LEON, CHAIR

West End Animal Services Agency

November 7, 2024

Prepared By: Jocelyn Munoz, Office Specialist Staff
Member Presenting: Jordan Villwock, Interim Administrator
Reviewed By: Claudia Y. Isbell, Secretary
Approved By: Jordan Villwock, Interim Administrator



SECTION:
CONSENT CALENDAR

Submitted To: Board

Approved:

Continued To:

Denied:

Item No: 02

SUBJECT: AN AMENDMENT TO THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

RECOMMENDATION: 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.

FISCAL IMPACT: There is no fiscal impact associated with this action.

BACKGROUND & ANALYSIS: On October 3, 2024, the board West End Animal Services Agency established a Conflict of Interest as required by The Political Reform Act (the "Act") to maintain the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. A conflict of interest code specifically designate all agency positions, except for those listed in Gov. Code § 87200, that make or participate in the making of agency decisions which may foreseeably have an effect on any financial interest of that person, and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position. (Gov. Code §§ 87300, 87302.)

Since the adoption of the code on October 3rd, Staff is required to amend the previously approved language to reflect that the Administrator shall retain the original all statements filed by the Board of Directors, the Executive Director of Animal Services, and all other officials and designated positions.

CONFLICT OF INTEREST CODE

OF THE

**WEST END ANIMAL
SERVICES AGENCY**

CONFLICT OF INTEREST CODE OF THE WEST END ANIMAL SERVICES AGENCY

(Amended November 7, 2024)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the **WEST END ANIMAL SERVICES AGENCY (the "Agency")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Secretary** as the Agency's Filing Officer. The **Administrator** shall retain the original statements filed by the Board of Directors, the Executive Director of Animal Services, and statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WEST END ANIMAL SERVICES AGENCY

(Amended November 7, 2024)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Agency officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Agency’s code, but must file disclosure statements under Government Code §87200, et seq. [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only.

It has been determined that the positions listed below are Officials who manage public investments¹.

Board of Directors and Alternates
Executive Director of Animal Services
Treasurer
Auditor/Controller
Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant Director of Animal Services	1, 2
General Counsel	1, 2
Consultants and New Positions ²	

² Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director of Animal Services may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director of Animal Services' determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the Designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the Agency.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the Agency.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Agency, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loan and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Agency.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Agency.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

West End Animal Services Agency

November 7, 2024

Prepared By: Vanny Khu, Administrative Officer

Staff Member Presenting: Jordan Villwock, Interim

Administrator

Approved By:



SECTION:

**ADMINISTRATIVE REPORT/
DISCUSSION/ACTION**

Submitted To: Board

Approved:

Continued To:

Denied:

Item No: 3

SUBJECT: AN ADOPTION OF BOARD POLICIES / BYLAWS

RECOMMENDATION: That the Board of Directors adopt a Resolution adding Article 2, Board Policies / Bylaws to the Agency's Administrative Policies and Procedures Manual.

FISCAL IMPACT: There is no fiscal impact associated with the approval of these bylaws.

BACKGROUND & ANALYSIS: The West End Animal Services Agency (WEASA) is a joint powers agency established under the Joint Exercise of Powers Agreement effective August 1, 2024. The creation of WEASA represents a strategic move to enhance animal welfare, streamline animal control services, and to provide comprehensive support to the participating cities.

The proposed Board Policies / Bylaws are structured to provide clear guidance on the governance and operation of WEASA's Board of Directors. The Board Policies / Bylaws emphasize transparency, accountability, and procedural fairness. The Board Policies / Bylaws are primarily based on the Board-related provisions of the Joint Exercise of Powers Agreement, with additional provisions on common subjects that may arise.

Adoption of these Board Policies / Bylaws will assist in the smooth operation and management of WEASA's Board, ensuring that meetings are run efficiently and in accordance with the law.

ARTICLE 2 — BOARD POLICIES/BYLAWS

Section 2.1 Board of Directors.

Section 2.1.1 Membership and Alternates. The Agency is governed by a Board of Directors (“Board”) composed of Directors representing the Member Agencies (each a “Board Member” or “Director”). If there are two Member Agencies, the governing body of the City of Ontario shall appoint and designate in writing two regular Directors and the governing body of City of Chino shall appoint and designate in writing one regular Director. If there are three or more Member Agencies, the governing body of each Member Agency shall appoint one regular Director. Each Director, and any alternate, shall be a member of the Member Agency’s governing body. Each Member Agency will be entitled to representation on the Board in accordance with its financial contribution proportion (as set forth in Exhibit B to the Joint Powers Agreement) and as further described in the Joint Powers Agreement. Each of the Board Members, and any alternates, shall be appointed as determined by the respective Member Agencies’ governing bodies and any applicable local policies. Each Director and alternate serves at the pleasure of the appointing Member Agency’s governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing Member Agency’s governing body. If a Director or alternate’s membership on the appointing Member Agency’s governing body ceases, his or her membership on the Board shall also cease. The alternate appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent. (JPA Agreement § 6.1.)

Section 2.1.2 Powers. All the powers and rights of the Agency shall be exercised by the Board, subject to the rights reserved by the Member Agencies as set forth in the Joint Powers Agreement; provided, however, that the Board may delegate such powers and authority to committees, sub-committees, and others as the Board deems appropriate. (JPA Agreement § 6.1.)

Section 2.1.3 Vacancy. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the governing body of the Member Agency to fill the position of the previous Director within forty-five (45) days of the date that such position becomes vacant.

Section 2.1.4 Resignation. A regular or alternate Director may resign at any time by giving written notice to the Board Secretary. The notice of resignation shall specify a date on which the resignation is effective. If no date is provided, the resignation is deemed to be effective immediately.

Section 2.1.5 Compensation. Directors may receive such compensation from the Agency for services as may from time to time be established by the Board, subject to the limits of applicable law. Directors shall be reimbursed for necessary and actual expenses incurred in the conduct of the Agency’s official business as permitted by law and by policies adopted by the Board. (JPA Agreement § 6.2.) Any changes to the compensation require notification to all member agencies.

Section 2.2 Board Officers. The role of Board Chair and Vice Chair shall be filled as follows:

Section 2.2.1 Election. The Board of Directors shall elect a Chair and Vice-Chair by majority vote. The Chair and Vice-Chair shall coordinate with the Secretary to set meeting agendas and shall also have the duties set forth herein. If either the Chair or Vice-Chair ceases to be a Director, the resulting vacancy will be filled at the next meeting of the Board. (JPA Agreement § 6.3(a).)

Section 2.2.2 Term. Beginning at the first regular Board meeting in February 2025, the term of office of the Chair and Vice-Chair shall be one year with an election held annually. There shall be no limit on the number of terms held by the Chair or Vice-Chair.

Section 2.2.3 Powers. The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on behalf of the Agency. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. In the absence of the Chair and the Vice Chair, the absent members may appoint a different member of the Board to serve as an alternate. (JPA Agreement § 6.3(b).)

Section 2.3 Meetings of the Board.

Section 2.3.1 Annual Meeting. The Board shall hold an annual meeting to review the services provided by the Agency and to consider approval of a budget, which shall be a regular meeting conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code. The Board may hold additional regular meetings as determined by the Board and may adopt such procedures and resolutions for conducting such meetings and other business as the Board deems appropriate. Alternatively, the Board may establish an executive or other committee to hold regular meetings. (JPA Agreement § 6.4(a).)

Section 2.3.2 Conduct of Meetings. All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code. (JPA Agreement § 6.4(b).)

Section 2.3.3 Quorum. A simple majority of the Board that also represents at least 50% of the Agency's Voting Shares (defined in the Joint Powers Agreement and below) shall constitute a quorum for the purpose of transacting business. In the absence of a quorum at any meeting of the Board, a majority of the Directors present, or the Chair in the absence of all Directors, or the Secretary may adjourn the meeting from time to time without further notice, but no other business may be transacted. (JPA Agreement § 6.4(c).)

Section 2.3.4 Voting. Once a quorum has been established, in general, except when Special Voting is expressly required pursuant to subsection (a)

below, the affirmative vote of a majority of the quorum that also represents at least 50% of the Agency's Voting Shares shall be required for the Agency to take any action. All votes taken pursuant to this section shall be referred to as a "Regular Vote." The consequence of a tie vote or a majority vote that does not represent at least 50% of the Agency's Voting Shares shall be "no action" taken.

(a) "Special Voting" requiring higher or different thresholds is required: (i) where different voting requirements are provided for by applicable law or the Joint Powers Agreement; and (ii) approval of the annual budget and amendments, issuance of any bonds, exercise of eminent domain, incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness, and confirmation of the nominee for the position of Executive Director of Animal Services, each of which shall require an affirmative vote of the majority of the membership of the Board representing at least 50% of the Agency's Voting Shares and, in addition, an affirmative vote of Board Members representing at least two Member Agencies. This section shall not prohibit the Board from delegating the authority to purchase goods and services, including goods and services consistent with any adopted or applicable Agency purchasing policy, specified herein.

(b) "Voting Shares" means the respective voting shares of each Member Agency as established in Exhibit B of the Joint Powers Agreement, as may be updated from time to time in the manner described therein. If the City of Ontario has two Directors on the Board, the Voting Shares attributable to the City of Ontario shall be divided equally between the Ontario Directors. (JPA Agreement § 6.4(d).)

Section 2.3.5 Location and Date. The Board shall meet at the Agency's principal governance and business office as set forth in a resolution adopted by the Board, or at such other place as may be designated by the Board for its regular, adjourned regular, and special meetings. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each Member Agency. (JPA Agreement § 6.4(e).)

Section 2.3.6 Agendas and Minutes. The Board may select, appoint, or employ a Secretary to keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Secretary shall create a copy of the minutes to be posted on the agency's website. The Secretary need not be a Director and shall serve at the pleasure of the Board. (JPA Agreement § 6.4(f).)

Section 2.3.7 Preparation of Agendas. The Executive Director of Animal Services, or designee, shall prepare the agenda for each Board meeting. Agenda items will be generated by the need to conduct Agency business in a timely manner. The Executive Director of Animal Services shall review with the Board Chair, or

the Vice-Chair in the absence of the Chair, the agenda for Board meetings. The Executive Director of Animal Services shall cause the agenda for each meeting to be posted in accordance with the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code.

Section 2.3.8 Addition of Agenda Items Before a Meeting. Any Director may add a “Director Initiated Agenda Item” for consideration on an upcoming regular meeting agenda. Director Initiated Agenda Items are prepared by the requesting Director and require no staff time. Director Initiated Agenda Items must be submitted to the Executive Director of Animal Services at least seven (7) calendar days prior to the next Board regular meeting. Items submitted less than seven (7) calendar days before the scheduled regular meeting date may be postponed to a later meeting in order to allow sufficient time for legal review and inclusion on the agenda.

In addition, items may be added to a future Board meeting agenda in the following ways:

(a) The Chair provides express oral direction to the Executive Director of Animal Services during a Board meeting. If a Director disagrees with the Chair’s direction, the Director may make a motion regarding the addition of the agenda item without discussion of the substance of the item.

(b) For agenda items requiring staff time, an agenda item shall be added by motion without discussion of the substance of the item.

(c) Requests from members of the public, after being authorized to speak, may be added to a future Board meeting agenda by a Director as a Director Initiated Agenda Item, as discussed above. If the item requires staff time, the item may be added only by an approved motion without discussion of the substance of the item.

The Chair or a majority of the Board may refer items to a committee for further review.

Section 2.3.1 Modification of Agenda Order; Addition of Items During a Meeting. The order of items on a Board meeting agenda may be modified by the Chair if there is no objection, or by a motion and majority vote of the Board. No action or discussion may be undertaken on any item not appearing on the posted agenda, except as allowed by the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code.

Section 2.3.2 Consent Calendar. The consent calendar for a Board meeting shall consist of agenda items that are routine or ministerial in nature on which no Board discussion is required or anticipated. These items will be acted upon as one item. Before adopting the consent calendar, the Chair will ask Directors whether anyone desires to remove a matter from the consent calendar. Members of the public may also request that a Director remove a matter from the consent calendar. The Board will then proceed with consideration of the remaining consent calendar. The consent calendar will be acted upon in one motion without discussion. Items pulled from the consent calendar will be considered immediately following adoption of the remaining consent

calendar, and oral staff reports will only be given if requested by the Director who pulled them.

Section 2.3.3 Public Comments. Agendas of regular Board meetings shall provide an opportunity for members of the public to address the Board on any item within the Agency's jurisdiction that is not on the agenda. The total time for non-agenda public comments shall not exceed thirty (30) minutes; provided, however, that if the number of speakers is estimated to exceed the 30-minute period, the Chair may, in his or her discretion, reduce the time allotted to each speaker, extend the period for non-agenda public comment, and/or continue the remaining comments to the end of the agenda.

For public comments on agenda items, the Chair may, in his or her discretion, set the time allotted to each speaker.

Section 2.3.4 Order and Procedure at Meetings. All meetings of the Board shall be conducted in an orderly manner designed to expedite the business of the Board in accordance with applicable law, the Joint Powers Agreement and this Article. Except as otherwise provided therein, Rosenberg's Rules of Order (League of California Cities, Rev. 2011) will be used as a guide to resolve questions of parliamentary procedures. The General Counsel will serve as the Parliamentarian.

Section 2.3.5 Rules of Debate and Decorum. Debate upon all matters pending before the Board shall be under the supervision of the Chair and conducted in such a manner as to expedite the business of the Board. Every Director desiring to speak shall so indicate by using the "request to speak" button, if available, or otherwise address the Chair. Upon recognition by the Chair, the Director shall confine remarks to the item under consideration. A Director, once recognized, shall not be interrupted when speaking unless it is to call the Director to order. If a Director while speaking is called to order, the Director shall cease speaking until the question of order is determined.

Section 2.3.6 Attendance of Alternates in Closed Session. Pursuant to California Government Code section 54956.96(a)(2), the Board hereby authorizes an alternate Director who is attending a properly noticed Board meeting in the absence of the regular Director to attend a closed session held during such meeting.

Section 2.3.7 Confidentiality of Closed Session Information. Information obtained during closed sessions of the Board shall be confidential. Notwithstanding, under certain circumstances, it may be necessary and appropriate for Directors to divulge certain confidential information obtained in closed sessions to representatives of their Member Agencies as authorized by law. Therefore, these Bylaws adopt the policy set forth in Government Code section 54956.96, which authorizes the disclosure of confidential closed session information that has direct financial or liability implications for that Member Agency as follows:

(a) A Director or alternate Director who is also a member of the governing body of a Member Agency may disclose information obtained in an Agency

closed session that has direct financial or liability implications for that Member Agency to the following individuals:

(1) Legal counsel of that Member Agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member Agency; and

(2) Other members of the governing body of the Member Agency present in a closed session of that Member Agency.

(b) The governing body of the Member Agency may, upon the advice of its legal counsel, conduct a closed session to receive, discuss and take action concerning information obtained in a closed session of the Agency pursuant to this Article.

Section 2.4 Board Committees.

Section 2.4.1 Committees. The Board may create any standing or ad hoc committees as it sees fit. The Board may delegate to any standing committee the authority to approve any action or transact any business of the Board, except for business that is required by this Agreement to be approved by the full Board. (JPA Agreement § 6.5(a).)

Section 2.4.2 Actions of Full Board. Approval of budgets, issuance of any bonds, exercise of eminent domain, and incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness as may be set forth in the Agency's effective purchasing policy and any legislative actions as defined by State law shall require an action of the full Board and shall not be delegated to any Board committees. (JPA Agreement § 6.5(b).)

Section 2.4.3 Procedures. Except for exempt ad hoc committees, all meetings of committees including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code. Committees shall maintain minutes of their proceedings. (JPA Agreement § 6.5(c).)

Section 2.4.4 Appointment to Committees. The Chair shall nominate committee members, subject to approval by a majority vote of the Board. If the Board fails to approve the Chair's nomination(s) to a committee, the Board may entertain a motion for the appointment of committee members.

Section 2.4.5 Committee Voting. Action by a committee on all matters shall require an affirmative vote of a majority of the members of the committee who are present at the meeting without regard to Voting Shares.

Section 2.4.6 Alternate Directors in Standing Committees. In the event a member of a standing committee is a regular Director who is unavailable to

attend a duly noticed meeting of that committee, the alternate Director representing the same Member Agency as the absent Director may attend and, if applicable, vote in the committee meeting in place of the regular Director. The alternate Director may also chair the committee and fully participate in discussion and debate during meetings.

Section 2.4.7 Removal of Committee Members. The Board may remove a committee member from a committee, with or without cause, by a majority vote of the Board.

Section 2.4.8 Ad Hoc Committees. The Board may establish temporary ad hoc advisory committees that: (a) are composed of less than a quorum of the Board, (b) have no continuing subject matter jurisdiction, and (c) have no meeting schedule fixed by resolution or formal action of the Board.

Section 2.5 Interference Prohibited. The Board shall deal with the administrative services of the Agency (which includes the Agency's Treasurer, Auditor/Controller and Secretary) only through the Executive Director of Animal Services (or the executive officer of the Member Agency providing the administrative services, if provided by a Member Agency), except for the purpose of inquiry. Neither the Board nor any individual members of the Board shall give orders to any subordinate of the Executive Director of Animal Services. (JPA Agreement § 7.4.)

RESOLUTION NO. _____

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

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 effective August 1, 2024; and

WHEREAS, pursuant to the Joint Exercise of Powers Agreement and applicable law, the Board is authorized to adopt any bylaws, regulations, policies, or procedures for the operation of the Agency not inconsistent with State constitutional, statutory, or decisional case law, the California Code of Regulations, or the Joint Exercise of Powers Agreement;

WHEREAS, the Board desires to adopt the attached Article 2, Board Policies/Bylaws, as part of its Administrative Policies and Procedures Manual to establish policies and procedures for the operation of the Board.

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

1. That the above recitals are true and correct.
2. That the Board hereby adds Article 2, Board Policies/Bylaws, to the Administrative Policies and Procedures Manual to read as set forth in Exhibit A, attached hereto and incorporated herein.
3. That 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.
4. That this Resolution shall take effect immediately.

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

PASSED, APPROVED, AND ADOPTED this 7th day of November, 2024.

_____, CHAIR

ATTEST:

CLAUDIA Y. ISBELL SECRETARY

APPROVED AS TO FORM:

NICHOLAUS NORVELL
GENERAL COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, _____, Secretary of the West End Animal Services Agency, DO HEREBY CERTIFY that foregoing Resolution No. 2024-__ was duly passed and adopted by the Board of Directors of the West End Animal Services Agency at its special meeting held August 22, 2024 by the following roll call vote, to wit:

AYES: CHAIR/DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

CLAUDIA Y. ISBELL, SECRETARY

(SEAL)

The foregoing is the original of Resolution No. 20__ - __ duly passed and adopted by the Board of Directors of the West End Animal Services Agency at its special meeting held August 22, 2024.

CLAUDIA Y. ISBELL, SECRETARY

(SEAL)

West End Animal Services Agency

November 7, 2024

Prepared By: Jordan Villwock, Interim Administrator

Staff Member Presenting: Jordan Villwock, Interim Administrator

Reviewed By: Vanny Khu, Administrative Officer

Approved By:



SECTION:

ADMINISTRATIVE REPORT/DISCUSSION/ACTION

Submitted To: Board

Approved:

Continued To:

Denied:

Item No: 4

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

RECOMMENDATION: That the Board of Directors provide direction to prepare establishment documents for an exempt organization and bring back for final approval for incorporation.

FISCAL IMPACT: The cost to establish an exempt organization will be absorbed within the FY 2024-25 Adopted Budget.

BACKGROUND & ANALYSIS: The West End Animal Services Agency (WEASA) was established in July 2024 to provide animal sheltering and animal control services to their member and contract agencies. The animal services industry typically receives significant support from the community, both with volunteerism and financially. The intent of establishing an exempt organization is not to be responsible for shelter or animal control operations, but to be an arm of WEASA to lead fundraising and events.

While WEASA is public agency, there are several advantages to creating an exempt organization which include (1) operational efficiency by engaging volunteers to lead fundraising and events, (2) the generation of goodwill from community members and other who are more likely to make contributions to an exempt organization than to a public agency, and (3) greater flexibility on investments. Additionally, an exempt organization can conduct fundraising activities and campaigns, where a public agency cannot.


Potential disadvantages of an exempt organization include incurring costs of formation, the need to observe corporate formalities and the burden imposed on directors by statutory standards of conduct. However, these disadvantages are usually outweighed by the substantial advantages of the corporate form.

Staff recommends the Board consider the following two options to establish an exempt organization, and is seeking direction on which option the Board of Directors desires:

1. Prepare establishment documents for an exempt organization where the West End Animal Services Agency Board of Directors appoints the directors of the exempt organization. This composition allows the Agency the greatest amount of control over the operation of the exempt organization, while still allowing the Board to engage members of the community to lead the organization.
2. Prepare the establishment documents for an exempt organization where the Agency wishes to completely divest itself of any responsibility for or oversight of the exempt organization following establishment. In this model, the board of directors of the exempt organization could be made up of members of the community who are committed to the purposes to be served by the exempt organization.

West End Animal Services Agency
November 7, 2024

**SECTION:
ADMINISTRATIVE REPORT/
DISCUSSION/ACTION**

Prepared By: Vanny Khu, Administrative Officer
Staff Member Presenting: Jordan Villwock, Interim
Administrator
Reviewed By: Jordan Villwock, Interim Administrator
Approved By: 

Submitted To: JPA Board
Approved:
Continued To:
Denied:
Item No: 5

SUBJECT: AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR RADIO SERVICES

RECOMMENDATION: That the Board of Directors authorize 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.

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes sufficient appropriations for radio services.

BACKGROUND & ANALYSIS: The West End Animal Services Agency (WEASA) is a joint powers agency established under the Joint Exercise of Powers Agreement effective August 1, 2024. The creation of WEASA represents a strategic move to enhance animal welfare, streamline animal control services, and to provide comprehensive support to the participating cities.

WEASA will be responsible for providing animal control services to the community, such as responding on stray animals or enforcing animal related municipal codes. This service requires radio communications in order to do efficiently and effectively along with maintaining Animal Control Officer safety.

Both the Cities of Chino and Ontario public safety agencies currently utilize the San Bernardino County radio services and adding WEASA into the system will allow for interoperability between all the public safety agencies. In addition to interoperability, the system also provides extremely reliable service.



Contract Number

ITD-24036

SAP Number

N/A

Innovation and Technology Department

Department Contract Representative	Jeremiah Thomas
Telephone Number	(909) 388-0641
Customer	West End Animal Services JPA
Customer Representative	Jordan Villwock
Telephone Number	(909)395-2411
Contract Term	11/1/2024 - 10/31/2029
Original Contract Amount	Based on Actual Usage
Amendment Amount	N/A
Total Contract Amount	Based on Actual Usage
Cost Center	Varies

INFORMATION TECHNOLOGY SERVICE REVENUE CONTRACT

This CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called, "County", and West End Animal Services JPA, hereinafter called "Customer".

Name
West End Animal Services JPA

Address
1010 E Mission Blvd

Ontario, CA 91761

Telephone (909) 395-2411 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

- A. CONTRACTED SERVICES (Select all that apply):**
- General ITD Services (Attachment A)**

Defined as all services contained in Attachment A "ITD Rate Sheet – External Customers" with exception to Public Safety Communication Services.

Public Safety Communications Services (Attachment B)

Defined under Public Safety Communication Services in Attachment B "ITD Rate Sheet – External Customers".

Wide Area Network (WAN) Services (Attachment C)

Defined in Attachment C "Wide Area Network Services".

B. PROVISION OF SERVICES

This is the County standard revenue contract to provide information technology services, hereinafter, "Services," to Customer by the County Innovation and Technology Department, hereinafter, "ITD". Customer understands that County may elect to have other vendors provide similar professional services under other contracts.

All Services available under this Contract are listed in full in the Attachments and are detailed by Service name, Service description, rate, and charge measurement as applicable and as identified in the Attachments.

Services are initiated at Customer's request, subject to ITD's acceptance, and consist of the following types of charges, as further set forth in the Attachments:

- B.1** Per item; one-time charge as requested.
- B.2** Per month; per unit charge ongoing until Customer submits a request to cancel.
- B.3** Per hour; per work order, project, or quote.

C. CUSTOMER RESPONSIBILITIES

Customer will:

- C.1** Determine the Services needed, including any adjustments to ongoing Services.
- C.2** Initiate or cancel any Services via submission of a Help Desk Ticket. Contact County Help Desk by calling: 909-884-4884 or isdhelpdesk@isd.sbcounty.gov (email for non-urgent requests only).
- C.3** Promptly inform County, in writing, of any pending changes in programs/funding applicable to Services provided herein.

D. COUNTY RESPONSIBILITIES

County will:

- D.1** Provide the Services requested by Customer, subject to ITD's approval, and in accordance with established work schedules and County Board of Supervisor (Board) approved service rates in effect at the time Service is provided.
- D.2** Perform the Services in a workmanlike manner, but County assumes no liability for failure to provide or delay in providing Services under this Contract.
- D.3** Furnish the necessary equipment and personnel to perform the Services, but County assumes no liability for equipment failure or adverse consequences cause by such failed equipment.

E. GENERAL CONTRACT REQUIREMENTS

E.1 Contract Amendments

Both parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Customer and County.

E.2 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Customer either in whole or in part.

E.3 Permits

Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.

E.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

E.5 Change of Address

Customer shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

E.6 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

E.7 Confidentiality

To the extent applicable, if Customer is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Customer must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Customer must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Customer must immediately provide to the County any notice provided by a consumer to Customer pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Customer must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

Customer shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Customer or an agent of Customer or otherwise made available to Customer or Customer's agent in connection with this Contract; or, (2) information and/or data acquired, obtained, or learned by Customer or an agent of Customer regarding this Contract.

For the purposes of this provision and consistent with California Civil Code Section 1798.29, PII, is any information that can be used to distinguish or trace an individual's identity, for example, any combination of name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

E.8 Primary Point of Contact

Customer will designate an individual to serve as the primary point of contact for the Contract. Customer shall not change the primary contact without prior written notice to the County. Customer will also designate a back-up point of contact in the event the primary contact is not available.

E.9 Contract Authorization

Customer warrants and represents that the individual signing this Contract is a properly authorized representative of the Customer and has the full power and authority to enter into this Contract on the Customer's behalf.

E.10 County Representative

The County Chief Information Officer or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and

assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by County.

E.11 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is made in violation of the provisions of this Contract.

E.12 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

E.13 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

E.14 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

E.15 Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the performance of the Contract or Customer's relationship with County may be made or used without prior written approval of the County, as applicable.

E.16 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

E.17 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Customer or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Customer and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed.

E.18 Termination for Convenience

The County and the Customer each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services provided hereunder. Upon such termination, payment will be made to the County for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall promptly discontinue Services unless the notice directs otherwise.

E.19 Contract Exclusivity

This is not an exclusive Contract. Customer reserves the right to enter into a contract with other contractors for the same or similar services. The Customer does not guarantee or represent that the County will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

E.20 Information Dispute Resolution

In the event the Customer determines that Service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

E.21 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, and San Bernardino District.

F. TERM OF CONTRACT

This Contract is effective as of **November 1, 2024** (Effective Date) and remains in effect for a period of **five (5) years**, unless terminated earlier in accordance with provisions of this Contract.

G. TERMINATION OR SUSPENSION OF SERVICES

G.1 Immediate Suspension, Uncured Termination

The County may, in its sole discretion and upon reasonable notice, immediately suspend all or part of the Services for material breach of any of the conditions identified below. The County will provide Customer a written notice of material breach and allow the Customer 30 days to correct the condition giving rise to such material breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services upon reasonable notice.

G.1.1 Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract. Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such required licenses and permits.

G.1.2 Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.

G.1.3 Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the System and may perform periodic security audits to provide insight into any potential abnormalities that may impact ensuring confidentiality, integrity, and availability.

G.1.4 Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. **NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO,**

MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, EXCEPT TO THE EXTENT CAUSED BY COUNTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

G.2 Immediate Termination

The County may, in its sole discretion and upon reasonable notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

G.2.1 County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;

G.2.2 County determines, in its sole and reasonable discretion, that Customer's use of the Services poses a threat or an adverse effect to the security, privacy, or performance of the System or to any of County's other users or suppliers;

G.2.3 County determines, in its and reasonable sole discretion, that Customer's use of the Services is illegal;

G.2.4 County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;

G.2.5 Customer fails to make any payment when due and fails to make payment ten (10) days after being provided written notice thereof; or

G.2.6 Customer materially breaches any of the other material terms and conditions in this Agreement.

H. FISCAL PROVISIONS

H.1 There is no minimum or maximum amount of payment under this Contract.

H.2 Services are charged equitably to all customers in accordance with State Controller's Handbook of Cost Plan Procedures for California Counties.

H.3 Charges will be based on actual usage at the rates effective at the time Services are rendered (see Attachment A "ITD Rate Sheet – External Customers" and Attachment C "Wide Area Network Services", if applicable). Rates are reviewed and subject to change annually based on the cost to provide services to Customers and are effective July 1st of each year. Rates are also subject to change throughout the year via a mid-year rate change, if deemed appropriate based on the cost to provide services to Customers being significantly higher or lower than anticipated during the annual review. County will not amend this Contract due to rate changes or changes in usage amounts by Customer. Attachment A includes the list of County service rates effective at the time this Contract is entered into. County will attempt to provide at least thirty (30) days advance written notice of any rate change, which will be sent to Customer at the following address:

West End Animal Services JPA
ATTN: Jordan Villwock, Management Services Director
1010 E Mission Blvd. Ontario, CA 91761

H.4 Services will be billed on a monthly basis for actual expenses incurred and claimed by ITD for the preceding month.

H.4.1 For Customers that use the County's Enterprise Financial Management System:

Monthly charges will be handled by an automated transfer processed by ITD via the County's Enterprise Financial Management System. A copy of the billing statement can be accessed via the ITD Billing System by Customer, provided that Customer has the necessary permission on the County's network.

H.4.2 For Customers that do not use the County's Enterprise Finance Management System:
County will mail an invoice on a monthly basis starting on the Effective Date of this Contract, or starting on the installation or implementation date, if applicable. Payment shall be due sixty (60) days from date of invoice.

Payment can be made by check or electronic funds transfer (EFT). Checks shall be made payable to San Bernardino County. Customers requesting to make payments to County via electronic funds transfer (EFT) directly deposited into the County's designated bank account shall provide County with instructions to process EFT payments.

Payment address is:

Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

I. DEFAULT

If the Customer does not make timely payment of amounts due under this Contract or materially breaches any term or condition of this Contract, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges.

J. INDEMNIFICATION

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Contract. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. Customer hereby agrees to defend and indemnify the County, its agents, officers and employees from any claim, action, or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Contract. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

K. INSURANCE

County is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Innovation and Technology Department	West End Animal Services JPA
670 E. Gilbert Street, First Floor San Bernardino, CA 92415-0915	1010 E Mission Blvd. Ontario, CA 91761
Attn: Administration Services	Jordan Villwock, management Services Director

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

M. FORCE MAJEURE

Except for payment obligations and as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party. County shall not be held liable for any delay or failure in performance of any part of this Contract from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

N. ENTIRE AGREEMENT

This Contract, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and Customer have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Lynn Fyhrlund, Chief Information Officer

Dated: _____

(Print or type name of Customer)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► County Counsel Date

ATTACHEMENT A
ITD RATE SHEET – EXTERNAL CUSTOMERS
2024-25 Approved Rates

Service	Service Description
Telecommunication Services	
Public Safety Communications Services:	
Dispatch Console Access, Maintenance, and Replacement	Repair, maintenance, programming, and replacement of Motorola radio dispatch console equipment.
Radio Access and Maintenance	Access for a single radio connected to the County's Public Safety Radio frequencies and repair and maintenance of that radio or radio's accessories, excluding batteries; covers normal wear and tear.
Radio Mobile Data Access	Access and maintenance for radio modems in vehicles.
Telephone Services:	
Dial Tone	Telephone services which include voicemail, local, long distance, Telephone Service Specialist consulting services, and software changes billed per device.
Telecommunication Labor Services– Normal Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – Normal Hours (Monday through Friday, 7:00 am – 5:00 pm, excluding weekends and holidays).
Telecommunication Labor Services – After Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – After Hours (Monday through Friday, 5:00 pm – 7:00 am, and all weekends and holidays).
Business Solutions Development	
Business Solutions Labor Services	Hourly labor programming services for the development, enhancement, and maintenance of business solutions on a variety of hardware and software platforms.
Computer Operations	
Desktop Support Services	Deployment, technical support, troubleshooting, and monitoring for desktops, laptops, and computer applications.
End-User Hourly Support Services	Hourly labor services for computer and other peripheral support services for customers that do not receive desktop support services from IT.
Enterprise Content Management	Document management and imaging services, including data backup and recovery.
Enterprise Printing	Printing of enterprise server data, includes EMACS reports, notices, letters, billing statements, tax bills, mailing labels, etc.
Network Labor Services	Hourly labor services for Local Area Network and Wi-Fi services. Includes labor services to connect a location to the Wide Area Network (WAN) via the Internet and to connect a site to the County's WAN. Customer is responsible for all costs related to circuit installation, ongoing circuit charges, and office cabling.
Payroll System Services (EMACS)	Maintenance, support, and enhancements of the EMACS system and infrastructure.
Scanning Services	Scanning of documents, including indexing, sorting, and document preparation.
Data Storage and Backup	Enterprise data storage, including backup and recovery.
File Sharing Storage	File sharing related services, including data backup and recovery.
Virtual Private Network (VPN)	Access for a single user to remotely connect to the wide area network.
Wireless Device Access	Access, support, and management of wireless devices including, but not limited to, synchronization of County email, contacts, calendar, tasks, and notes.
241:	
CPU Usage	Access to applications and processing of data on the enterprise server.
IT Infrastructure	Management, operations, and support of computer systems and server management services for physical and virtual servers, email, WAN, internet access, IT security, virus protection, help desk, and data center environment.
All Funds	
Parts and Materials	Parts and Materials provided per customer request.

Service	2024-25 Rate	Charge Measurement
Telecommunication Services		
Public Safety Communications Services:		
Dispatch Console Access, Maintenance, and Replacement	\$633.58	Per console/month
Pager Access	Deleted	Per pager/month
Radio Access and Maintenance	\$55.76	Per radio/month
Radio Labor Services	Deleted	Per hour
Radio Mobile Data Access	\$105.86	Per modem/month
Telephone Services:		
Dial Tone	\$30.78	Per device/month
Telecommunication Labor Services – Normal Hours	\$109.93	Per hour
Telecommunication Labor Services – After Hours	\$127.63	Per hour
Business Solutions Development		
Business Solutions Labor Services	\$128.21	Per hour
Computer Operations		
Desktop Support Services	\$90.98	Per desktop or laptop/month
End-User Hourly Support Services	\$55.65	Per hour
Enterprise Content Management	\$6.72	Per GB/month
Enterprise Printing	\$0.22	Per print impression
Network Labor Services	\$101.65	Per hour
Payroll System Services (EMACS)	\$7.27	Per payroll warrant
Scanning Services	\$0.93	Per image
Data Storage and Backup	\$18.34	Per 100 GB/month
File Sharing Storage	\$37.17	Per 512 GB/month
Virtual Private Network (VPN)	\$2.68	Per VPN/month
Wireless Device Access	\$5.25	Per user/month
241:		
CPU Usage	\$93.01	Per CPU hour
IT Infrastructure	\$125.14	Per email address/month
All Funds		
Parts and Materials	Actual cost plus 15% processing and handling	Per Order

ATTACHMENT B PUBLIC SAFETY COMMUNICATIONS SERVICES

I. SERVICES UNDER THIS ATTACHMENT

This Attachment B is applicable for Public Safety Communications services which consist of the following services as defined in Attachment A, "ITD Rate Sheet – External Customers", and as further defined within this Attachment B:

- Dispatch Console Access, Maintenance, and Replacement
- Pager Access
- Radio Access and Maintenance
- Radio Labor Services
- Radio Mobile Data Access

II. SAN BERNARDINO COUNTY PUBLIC SAFETY COMMUNICATIONS SYSTEM ACCESS

The San Bernardino County (County) Public Safety Communications System, hereinafter called "System", is composed of two components known as the backbone and field equipment. The Backbone is defined as a portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other through voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Radio Mobile Data Access modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios.

a) System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Contract. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

b) Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to ensure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. **EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.**

c) Backbone Modification (Post Backbone Implementation)

(i) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.

(ii) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:

(a) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.

- (b) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
- (c) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
- (d) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.

(iii) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

d) Field Equipment

- (i) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- (ii) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- (iii) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

e) Related Non-Governmental Users

- (i) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed to have Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- (ii) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- (iii) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- (iv) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- (v) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

f) Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

III. PUBLIC SAFETY RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County Innovation and Technology Department (ITD) offers a number of radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Contract consist of Public Safety Radio, Backbone radio equipment maintenance, radio, mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, public safety radio dispatch equipment maintenance, and radio battery replacement.

a) County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ITD:

- (i) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- (ii) Will remove, reinstall, and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ITD, and perform repairs at ITD or elsewhere as determined by ITD;
- (iii) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with afterhours service available at premium rates;
- (iv) Reserves the right to subcontract for all or part of services;
- (v) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- (vi) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

b) County Services Provided on a Time and Materials Basis

- (i) Service required due to Customer abuse or abnormal wear;
- (ii) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- (iii) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- (iv) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ITD;
- (v) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- (vi) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- (vii) Radio reactivations are processed within 5 business days after the request is received and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

c) Customer Responsibilities

Customer shall procure its own Field Equipment and shall:

- (i) Provide ITD with model and serial numbers of all equipment to be covered under this Contract.
- (ii) Designate an individual as the single point of contact for maintenance coordination.
- (iii) Coordinate and schedule service requirements with ITD reasonably in advance whenever possible.
- (iv) Advise ITD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.
- (v) Have sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. **Customer must notify ITD in writing when any Field Equipment is no longer in use by Customer, including notification of damaged, lost, or stolen Field Equipment. ITD will continue to bill Customer until notification is received, and Customer remains responsible for payment of charges for such Field Equipment.** If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to isdbilling@isd.sbcounty.gov along with a justification and related documentation. If ITD determines that a charge was billed incorrectly, ITD will issue the applicable credit on the next monthly billing cycle.

