Request For Proposals
for Maintenance and Operation of
The City of Riverside Access Center Pet Kennel

2880 Hulen Place • Riverside, CA 92507

A Boarding Facility for Pets of Homeless People

Issued by: The Housing Authority of the City of Riverside

RFP Issue Date: 11/03/2017
Proposal Due Date: 12/04/2017
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The Riverside Access Center is located on a cul-de-sac at 2880 Hulen Place in Riverside, CA. The Center is a one-stop multi-service campus for homeless residents and those at-risk of becoming homeless in Riverside. The campus is designed to allow individuals and families to access various services and housing opportunities, which will help them achieve self-sufficiency.

The Riverside Access Center serves as the entry point and service hub of the City’s Homeless Continuum of Care. A range of services under one roof, can be found at the Access Center, including street outreach, rental assistance, employment development, benefits enrollment, health care, mental health services, substance abuse recovery, veterans’ services, life skills training, education services, financial counseling, legal services, client stabilization resources, computer resources, and housing placement.

For many people experiencing homelessness—social networks are usually extremely limited, so bonding with an animal is a great source of love and companionship. The sense of purpose, responsibility and accountability from animal companionship can be transformative in the lives of homeless people. The Hulen Place Pet Kennel provides a safe place for Emergency Shelter and Access Center guests to house their companion animals during their stay, and while they access services to gain housing stability.

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*2017 Point in Time Count
The City of Riverside Homeless Campus Pet Kennel is an innovative project in Riverside that offers lodging for pets belonging to homeless individuals who are receiving services at the City of Riverside Access Center. This unique “shelter-within-a-shelter” is the first of its kind in Riverside County and the third in the United States providing shelter for homeless individuals and their companion animals. Funded through HUD’s Community Development Block Grant program, it represents an important element of the City’s Homeless Action Plan.

The Housing Authority is requesting proposals from a qualified operator to provide maintenance and operations of the Kennel. The Kennel is an approximately 400-square-foot “green” building which incorporates 18 kennel pods for 12 dogs and six cats. Located at 2880 Hulen Place, the Kennel’s construction utilized green elements, keeping in line with the City’s “Emerald City” designation. It includes solar tube lighting and solar-powered LED lighting, energy efficient HVAC units, recycled concrete counters, and rain water reclamation for landscape.

To be considered responsive to this Request for Proposals (RFP), a respondent must submit a proposal, which includes the contents specified in this RFP. The Housing Authority reserves the right to request additional information from the respondents.
The City of Riverside is seeking a qualified operator to maintain and operate the City of Riverside Access Center Pet Kennel, which has 18 kennel pods for 12 dogs and six cats.

The operator must comply with Riverside Municipal Code 8.18—Residential and Commercial Kennels; Riverside Municipal Code 19.270—Boarding of Cats and Dogs/Kennels; and the City of Riverside Public Works Department Standards for Kennels and Catteries.

The Pet Kennel must be equipped and maintained to continuously provide a healthy, safe and sanitary environment for the animals which are boarded there. The Kennel must be maintained in a manner that will provide adequate shelter from the elements and sufficient exercise space for all of the animals boarded. Additionally, it must be operated in a safe and humane manner to prevent the animals from running at large off the premises, and so the Kennel will not become a nuisance to the neighborhood.

Water for drinking must be available to the animals at all times. A suitable and sufficient supply of appropriate food for the animals must be maintained, and provided at appropriate intervals. The Operator will store animal food under sanitary conditions; and food and water receptacles should be stored in closed containers and made of a material which can be easily cleaned and disinfected.

The Pet Kennel operator will be required to receive and evaluate animals, provide emergency medical attention, and health evaluations.
The Pet Kennel operator will ensure that the facility is adequately ventilated at all times to provide for the health and comfort of the animals. Fresh air will be provided by means of windows, doors, vents, or air conditioning, and the kennel will be ventilated in a manner to minimize drafts, odors, and condensation of moisture. Auxiliary ventilation such as fans or air conditioning or similar cooling devices should be provided when deemed necessary. Heating should be provided when deemed necessary.

The Pet Kennel operator will be required to wash down animal waste as needed, so long as the waste is confined within the premises. This should be done often enough each day to prevent the build up of noxious odors. All runoff which contains animal waste must be maintained within the confines of the premises. All areas where water is utilized as a method for the cleaning of animals must be connected to an appropriate disposal system. No animal waste shall be permitted to run in the storm drains.

The overall Kennel premises must be kept free of trash, waste and debris of any kind, and should be maintained in such a way as not to cause fly producing conditions.
Each respondent is required to submit a proposal clearly addressing all of the requirements outlined in this RFP. The details of the proposal shall be limited to twenty (20) pages and must include the single person who will be the primary contact for the respondent. Résumés and company qualification brochure data may be added to the 20-page proposal, provided this information is located in an Appendix at the back of the proposal.

Should the respondent have concerns about meeting any of the requirements, the respondent shall include a clearly labeled subsection with individual statements specifically identifying any concerns and exceptions.

Though the respondent may submit a proposal organized according to his or her preference, the proposal submitted must be clear and concise, and contain the following required information.

1. **Program Narrative**: The respondent shall provide a preliminary project narrative, which shall include, but not be limited to, the type of services they are equipped to offer, community benefit, a detailed list of previous projects that involved maintenance and operation of animal kennels.

2. **Program Experience**: The respondent shall provide a summary of experience in operating and managing animal kennels that required interaction with homeless or at-risk individuals and their pets.
Proposal Contents—Continued

The following information is required from the respondent:

• Name(s), address(es), telephone number(s) and e-mail address(es) of the respondent and identify the single person who will be the primary contact for the respondent.

• Description of experience within the most recent five-year period related to projects that are similar in nature to the proposed development.

• Names and addresses of the key team members. For each project reference, include the team member’s role in the project and the time period of his or her involvement.

• Photographs showing implemented projects that are similar in nature to the proposed project including costs, completion dates, locations, scope of services, and the role of the respondent in these projects.

• Any innovative aspects of previous management and operation of pet kennel experience should be described in detail.
**Contract:** The selected respondent will sign a contract. **No modifications to the contract are permitted.** The respondent’s team must meet all insurance requirements listed on pages 9 and 10. **All terms and conditions of the contract are non-negotiable.**

Failure to execute the contract and furnish the required insurance within 30-days of the Award Letter date shall be just cause for the rescission of the award. If the selected respondent refuses, or fails to execute the agreement, the Housing Authority may award the agreement to another qualified respondent.

**Required Pet Kennel License:*** The selected respondent will be required to obtain and maintain a Pet Kennel License in compliance with Riverside Municipal Code 8.18.020.

**Required Business Tax and License:** The selected respondent will also be required to obtain and pay for all licenses necessitated by its operations. Prior to performing any services, the respondent and its subcontractors shall be required to have a Riverside Business Tax Registration, valid for the life of the agreement and provide evidence of an appropriate license.

**Payment by the Housing Authority:** The Housing Authority will not be responsible for costs incurred prior to the award date of the RFP. The Housing Authority is also not responsible for late payments resulting from invoices that are submitted late or that are incomplete.

The selected respondent shall submit invoices to:

**The Housing Authority of the City of Riverside**
3900 Main Street, 5th Floor
Riverside, CA 92522
Payment by the Housing Authority—Continued: The City payment process is through an electronic transfer process. The selected respondent shall be required to submit a “New Vendor” form in order to be compensated for services via electronic payment.

The City has partnered with Bank of America to offer a card payment program, called e-Payables, to pay for goods and services. This is the City’s preferred method of payment and is part of a city-wide effort to reduce paper waste and decrease the amount of time processing payments.

With e-payables, the City will continue the current payment conditions. However, once an invoice is approved for payment, an electronic remittance receipt will be sent to the consultant by e-mail instead of a check. The remittance receipt will include statement-type information such as invoice numbers, dates, and amounts for invoices. Payments can be retrieved with the City’s designated account number that will be assigned to each consultant.

Public Records: All proposals submitted in response to this RFP become the property of the Housing Authority. Under the Public Records Act (Government Code Section 6250, et. seq.), the proposals are public records, and as such they may be subject to public review. However, proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made. Once the award is made, the proposals will be subject to review.

If a respondent claims a privilege against public disclosure for a trade secret or other proprietary information, such information must be clearly identified in the proposal. Note, under California law, price proposal to a public agency is not a trade secret.

Agreement Obligations: By entering into an Agreement with the Housing Authority, the respondent is obliged to accept and implement any recommended technical assistance.
Authority: The City Council of the City of Riverside (City Council) established the Housing Authority by Resolution 21275, adopted on November 7, 2006, to increase the supply of decent, safe and sanitary housing. The City Council further authorized the Housing Authority to acquire, construct, finance, operate, rehabilitate, refinance or develop dwellings for low and moderate income households. The City Manager serves as the Executive Director and the Assistant City Manager serves as the Treasurer/Chief Financial Officer of the Housing Authority.

The Housing Authority is subject to the same procurement procedures as the City.

Insurance Requirements: The selected respondent will provide and maintain, at its own expense, the insurance coverage and requirements specified by the City in the attached sample agreement. The Insurance Certificate of Coverage is only required for the respondent selected and awarded development of the Property at which time the required insurance coverage and requirements specified below must be provided.

- Workers Compensation and Employers Liability: Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than $1,000,000 per each accident, illness or disease (occurrence) and not less than $2,000,000 aggregate.

- Commercial General Liability (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The Housing Authority and the City are to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services. Additionally, contractors or subcontractors performing work or services for the selected respondent must maintain limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate within the same terms herein.
Insurance Requirements—Continued

- **Automobile Liability (Primary and Umbrella):** When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the selected respondent must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, for bodily injury and property damage. The Housing Authority and the City are to be named as additional insured on a primary, non-contributory basis. Contractors or sub-contractors performing work or services for the respondent must maintain limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate within the same terms herein.

- **Professional Liability:** When any professional consultants including architects and engineers perform services in connection with the Agreement, Professional Liability Insurance covering acts, errors and omissions must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two-years.

- **Indemnity:** The selected respondent will be required to indemnify the Housing Authority for any losses or damages arising from the delivery of services under the Agreement that will be awarded. The Housing Authority may require that the selected respondent provide assurances of performance, including but not limited to, payment and performance bonds or letters of credit on which the Housing Authority may draw in the event of default or other loss incurred by the Housing Authority by reason of the respondent delivery or non-delivery of services under the Agreement.
The Housing Authority will conduct the selection process. The Selection Committee may consist of at least three (3) staff members. During the selection process, the Housing Authority reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to Housing Authority staff or others.

The Housing Authority intends to engage the most qualified service provider available for the management and operation of the Riverside Access Center Pet Kennel. It is imperative that the project team's proposal fully addresses all aspects of this RFP.

**Selection Criteria:** At a minimum, all proposals will be evaluated based on the following criteria as previously described: in numbers one (1) through five (5):

- **Project Narrative (20%),**
- **Project Experience (50%),**
- **Project Timeline (15%), and**
- **Compliance with the Preferred Scope (15%)**

**Interviews:** Selected respondents may be contacted for in-person interviews with the selection committee.

**Housing Authority and City Council Approvals:** Staff is required to present the recommended project proposal along with the signed contract to the Housing Authority Board and City Council for approval, if applicable. Upon obtaining approvals from the Housing Authority Board and City Council, if applicable, the Housing Authority will execute the contract.
All proposals are due by 5:00 p.m. PST on Wednesday, November 1, 2017. Any proposal received after the required time and date specified for receipt shall be considered late, and will not be evaluated for award. Qualified providers who have demonstrated experience and qualifications necessary to manage and operate the Pet Kennel are encouraged to submit a proposal.

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<th>Schedule of Events</th>
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<tr>
<td>1. RFP distribution</td>
<td>11/03/17</td>
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<td>2. Questions on RFP</td>
<td>11/17/17</td>
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<td>3. Proposals due</td>
<td>12/04/17</td>
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<td>4. Review of Proposals</td>
<td>12/11/17</td>
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<td>5. Potential interviews</td>
<td>12/20/17</td>
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<td>6. Anticipated decision</td>
<td>1/10/18</td>
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<td>7. Anticipated City Council approval</td>
<td>01/30/18</td>
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For questions on this project opportunity, please contact Lashea West, Housing Project Assistant, at lwest@riversideca.gov.
All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to:

Lashea West, Housing Project Assistant
lwest@riversideca.gov

The final day for the receipt of questions from the respondent shall be before **5:00 p.m. on November 17, 2017**. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP.

**Any communications, whether written or verbal, with the Mayor or with any City Councilmember/Housing Authority Board Member or City staff other than the individual indicated above (specially related to this RFP), prior to award of a contract by Housing Authority Board, is strictly prohibited and the respondent shall be disqualified from consideration.**

Please note: The Housing Authority shall not be liable for any expenses, which may include, but are not limited to, preparation of the proposal or related information in response to this RFP; negotiations with the Housing Authority on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations incurred by any respondent in relation to the preparation or submittal of the proposal. Additionally, the Housing Authority shall not be liable for expenses incurred as a result of the Housing Authority’s rejection of any proposals made in response to this RFP.
All proposals are due by or before 5:00 p.m. on November 1, 2017. This time and date is fixed and extensions may not be granted. The Housing Authority does not recognize the United States Postal Service, its postmarks or any other organization as its agent for purposes of dating the proposal. All proposals received after the deadline shown will be rejected, returned to sender and will not receive further consideration.

Questions may be submitted to lwest@riversideca.gov by November 17, 2017 and answers will be posted to www.riversideca.gov/cdd/rrp.asp by November 21, 2017.

Mail (or hand-deliver) three (3) hard copies and one (1) electronic file of the proposal to:

City of Riverside
Community & Economic Development Department
Attn: Lashea West, Housing Project Assistant
3900 Main Street, 5th Floor
Riverside, CA 92522
lwest@riversideca.gov

Please note: The Housing Authority reserves the right to amend, extend, withdraw or cancel this RFP. The Housing Authority also reserves the right to reject all responses to this RFP at any time prior to an agreement being executed. Furthermore, the Housing Authority reserves the right to request or obtain additional information about any and all submittals.
Attachments

Attachment A:
Standards for Kennels and Catteries
Department of Public Works, City of Riverside

Attachment B:
Riverside Municipal Code 8.18
Residential and Commercial Kennels

Attachment C:
Riverside Municipal Code 19.270
Standards for Kennels and Catteries

I. Definitions: The definitions used in these standards shall be the same as those in Section 8 of the Riverside Municipal Code.

II. Standards for all Residential Kennels and Catteries

A. All residential kennels and catteries shall comply with all statutes, ordinance, rules and regulations applicable thereto.

B. All dogs which will be contained within a residential kennel, must be licensed with the City of Riverside.

C. If housing facilities for animals must be constructed, the facilities must be equipped and maintained so as to continuously provide a healthful, safe and sanitary environment for the animals which are kept therein. Interior walls of housing areas shall be constructed of an impervious material that can be washed and sanitized.

D. All residential kennels and catteries shall provide adequate shelter from the elements and sufficient exercise space for all of the animals maintained therein.

E. Water for drinking shall be available to the animals at all times.

F. A suitable and sufficient supply of appropriate food for the animals shall be maintained on hand and provided at appropriate intervals.

G. Animal food shall be stored under sanitary conditions and food and water receptacles shall be in a closed container and made of a material which can be easily cleaned and disinfected. If outside, food shall be stored in airtight containers.

H. Residential kennel and cattery facilities shall be adequately ventilated at all times to provide for the health and comfort of the animals.

I. Fresh air shall be provided by means of windows, doors, vents, or air conditioning and kennels and catteries shall be so ventilated as to minimize drafts, odors, and condensation of moisture.
J. Auxiliary ventilation such as fans or air conditioning or similar cooling devices shall be provided when deemed necessary by Animal Control.

K. Heating shall be provided when deemed necessary by Animal Control.

L. Resident shall have the ability to wash down animal waste as needed, so long as the waste is confined within the premises. This shall be done often enough each day as to prevent the build up of noxious odors. All runoff which contains animal waste must be maintained within the confines of the premises. All areas wherein water is utilized as a method for the cleaning of animal shall be connected to an appropriate disposal system. No animal waste shall be permitted to run in the storm drains.

M. The overall residential kennel and cattery premises shall be kept free of trash, waste and debris of any kind.

N. Dogs shall not be housed or maintained (crate, kennel, etc.) in any area which is less than twenty (20) feet from any property line, except that where an outbuilding is located on the kennel premises within 20 feet from any property line, any number of dogs may be taken into said outbuilding for temporary periods. As used in this subsection, the term “outbuilding” shall also include a barn or garage. Animals may reside in an outbuilding as long as they do not become a noise nuisance.

O. The residential kennel shall be enclosed by a perimeter fence secure, and erected for the purpose of containment; such fencing shall be of such height and material, and shall comply with all applicable building laws, ordinances, codes and regulations.

P. A live-in caretaker is required at all times.
Chapter 8.18

RESIDENTIAL AND COMMERCIAL KENNELS

Sections:

8.18.010 Definitions.
8.18.020 Licensing of Residential Kennels and Residential Catteries.
8.18.030 Denial, Suspension, Revocation and Appeal of Residential Kennel or Residential Cattery License.
8.18.040 Licensing of Commercial Kennels.
8.18.050 Development of Commercial Kennels.
8.18.060 Enforcement.

Section 8.18.010 Definitions.

Unless it is apparent from the context that another meaning is intended, the following words, when used herein, shall have the meaning ascribed by this section.

“Commercial Kennel” shall have the same meaning as “Kennel” as defined in Chapter 19.910 Definitions, of the Municipal Code.

“Residential Cattery” means any building, structure, enclosure or premises located in a residential zone whereupon, or within which, ten (10) or more cats, four (4) months of age or older, are kept or maintained.

“Residential Kennel” means any building, structure, enclosure or premises located in a residential zone whereupon, or within which five (5) or more dogs, four (4) months of age or older, are kept or maintained. (Ord. 7084 § 2, 2010; Ord. 4112 § 1(part), 1974)

Section 8.18.020 Licensing Of Residential Kennels and Residential Catteries.

A. No person shall operate or maintain a Residential Kennel or a Residential Cattery as those terms are defined in Section 8.18.010 of this Chapter without first obtaining an appropriate license from the Animal Control Director. Such license shall be valid for a period of either one (1) or two (2) years from the date of issuance, except that the Animal Control Director may, in his/her discretion, limit the duration of the license to one (1) year when he/she deems such limitation to be appropriate. Said license shall be renewed within thirty (30) days after the date of expiration. The Residential Kennel license fees, and late fees if an application for a license is made more than thirty (30) days after the date such license is required, shall be set forth by resolution adopted by the City Council.

B. Application for a Residential Kennel or a Residential Cattery license shall be filed with the Animal Control Director on a form prescribed by him or her not later than ten (10) days after obtaining written verification from the City of Riverside that the operation of the Residential Kennel or a Residential Cattery is in compliance with the applicable provisions of the Riverside Municipal Code including but not limited to all licensing requirements set forth in Section 8.12.010 of the Riverside Municipal Code. The application form, when completed, shall contain such information as may reasonably be required by the Animal Control Director for the purposes of enforcement of this chapter, including but not limited to the current home telephone number of the caretaker of the subject Residential Kennel or a Residential Cattery and another current telephone number for emergency use or messages when such caretaker is absent from the subject kennel or cattery. Where a Residential Kennel or a Residential Cattery is sought to be operated upon leased or rented premises, a letter of consent from the owner of the premises to the effect that the Residential Kennel or a Residential Cattery may be maintained and operated
on such premises shall be submitted to the Animal Control Director at the time the application for the Residential Kennel or a Residential Cattery license is submitted.

C. After receipt of a Residential Kennel or a Residential Cattery license application, the Animal Control Director shall make an inspection of the premises of the Residential Kennel or a Residential Cattery for which a license is requested. No Residential Kennel or a Residential Cattery license shall be issued nor shall any such license be renewed, unless and until the Residential Kennel or a Residential Cattery, in the opinion of the Animal Control Director, satisfies the applicable laws and regulations of the state of California, the applicable sections of the Riverside Municipal Code and the applicable conditions set forth in the standards for kennels and catteries adopted by the City Manager.

D. Notwithstanding any other provision of this chapter, the Animal Control Director is authorized to enter upon and inspect the premises of any Residential Kennel or a Residential Cattery located in the city for the purpose of determining whether such kennel or cattery is in compliance with the provisions of this chapter and the standards for kennels and catteries referred to in subsection C of this section. As a condition of the issuance of a Residential Kennel or a Residential Cattery license, each owner and operator of a Residential Kennel or a Residential Cattery shall agree to allow such entry and inspection, and such agreement shall be made a part of the license application. Such inspections shall be made during reasonable hours at times when the owner or operator of the Residential Kennel or a Residential Cattery is present on the Residential Kennel or a Residential Cattery premises, and with such frequency as the Animal Control Director shall deem appropriate, and such inspections may, at the discretion of the Animal Control Director, be made without prior notice to the owner or operator of the subject Residential Kennel or a Residential Cattery. Willful refusal on the part of a Residential Kennel or a Residential Cattery owner or operator to allow such inspection shall be grounds for summary denial of an application for a Residential Kennel or a Residential Cattery license or for summary suspension or revocation of a Residential Kennel or a Residential Cattery license.

E. A nonprofit corporation formed pursuant to the provisions of the California Corporations Code commencing with Section 10400, for the prevention of cruelty to animals, shall not be required to pay a fee for the licenses required by Subsection A of this section for a Residential Kennel or a Residential Cattery; provided, however, that all other provisions of Chapter 8.18 and this section shall be applicable to any such nonprofit corporation.

F. Any person owning, keeping or maintaining five (5) or more dogs, or ten (10) or more cats prior to the date of the adoption of this code section, shall, for a period of twenty (20) years, be allowed to own, keep or maintain those specific animals that were properly licensed pursuant to Chapter 8.12 and which were owned, kept or maintained prior to the adoption of this section be exempted from the kennel or cattery license requirements of this section. (Ord. 7084 § 2, 2010; Ord. 4112 § 1 (part), 1974)

Section 8.18.030  Denial, Suspension, Revocation and Appeal of a Residential Kennel or a Residential Cattery License.

A. The Animal Control Director may, in his or her discretion, deny any application for a Residential Kennel or a Residential Cattery license whether such application is for an original license or renewal of a license, and may suspend or revoke any Residential Kennel or a Residential Cattery license if he or she finds that a kennel or cattery fails to meet any or all of the standards for Residential Kennels or a Residential Catteries referred to in this Section 8.18.020 or is in violation of any law of the state of California or any provision of this chapter, any provision of any other City code or provision of a conditional use permit.

B. When such denial, suspension or revocation occurs, the director shall prepare a written notice of such denial, suspension or revocation which shall contain a brief statement of the reason or reasons for such denial, suspension or revocation. The director shall serve such
notice upon the applicant or licensee by hand-delivery or by registered or certified mail, postage prepaid, return receipt requested or by any overnight delivery service. Denial, suspension or revocation shall be effective thirty (30) days after service of such notice. Where an application for a Residential Kennel or a Residential Cattery license is denied or where a Residential Kennel or a Residential Cattery license issued pursuant to this chapter is revoked, no application for a new license for such Residential Kennel or a Residential Cattery shall be considered for a period of one (1) year from the effective date of such denial or revocation; provided, however, that for good cause shown the Animal Control Director may direct that there be a lesser period of time before such application will be considered.

C. Any person (appellant) whose application has been denied or whose license has not been renewed, or whose license has been suspended or revoked, may appeal such denial, nonrenewal, suspension or revocation by filing with the Animal Control Director or his/her designee within fifteen (15) days after notice of such denial, suspension or revocation, a written notice of appeal briefly setting forth the reasons why the appellant alleges such denial, nonrenewal, suspension or revocation is improper. The Animal Control Director or designee shall set a hearing date for the appeal and shall give written notice of the date, time and place of such hearing to the appellant, and such notice shall be sent by registered or certified mail, postage prepaid, return receipt requested. The date of hearing shall be not less than ten (10) days from the date of mailing of the notice of the date, time and place of the hearing, and the hearing shall be conducted not later than forty-five (45) days from the date of mailing of the notice of denial, nonrenewal, suspension or revocation; provided, however, that at the request of the appellant, the Director may extend the hearing date for a reasonable period beyond the aforementioned forty-five (45) day limit. The appeal shall be heard by an Administrative Hearing Officer as defined by section 1.17.020 of the Riverside Municipal Code and with the qualification and authority outlined in section 1.17.160, which may modify or reverse the denial, nonrenewal, suspension or revocation. Further, the Administrative Hearing Officer shall prepare a detailed written decision. In conducting the hearing, the Administrative Hearing Officer shall not be limited by the technical rules relating to evidence and witnesses, as applicable in courts of law. To be admissible, evidence shall be of the type upon which responsible persons are accustomed to rely in the conduct of serious affairs.

During the pendency of the appeal, there shall be in effect an automatic stay of the denial, nonrenewal, suspension or revocation; provided, however, that during the period of pendency the Animal Control Director may take such action as he or she deems appropriate under this chapter or any other provision of law respecting the subject kennel or cattery, including but not limited to the abatement of public nuisances, inspection of the kennel or cattery premises, or the prosecution of any violation of the Riverside Municipal Code or any other provision of law not related to the failure of the subject kennel or cattery to be currently and otherwise validly licensed.

Any person aggrieved by the order of the Administrative Hearing Officer may obtain judicial review of that order by filing a petition for review with the Superior Court of Riverside County in accordance with the timelines and provisions set forth in California Code of Civil Procedure section 1094.6. (Ord. 7084 § 2, 2010)

Section 8.18.040 Licensing of Commercial Kennels.

Every person owning or operating a Commercial Kennel shall pay to the City an annual license fee for such kennel. Such license fee shall be due and payable on the first day of January of each year, and said license shall be for the period of one year commencing on the first day of January. Failure to pay said license fee shall subject the Commercial Kennel to the enforcement provisions of this chapter, as well as revocation of the use permit issued under Title 19. The license fee, and late fees if an application for a license is made more than thirty (30) days after the date such license is required, shall be set forth by resolution adopted by the
City Council. (Ord. 7084 § 2, 2010)

Section 8.18.050  Development of Commercial Kennels.
All Commercial Kennels shall comply with all the provisions and requirement of Chapter 19.270 of the Municipal Code. In addition, all Commercial Kennels shall be so constructed as to prevent dogs confined therein from running at large off the premises where said kennels are maintained. All Commercial Kennels shall be operated and constructed in a sanitary and proper manner so the same will not become a nuisance to the neighborhood in which such kennel is located. (Ord. 7084 § 2, 2010)

Section 8.18.060  Enforcement.
The provisions of this chapter may be enforced through the administrative code enforcement remedies set forth in Chapter 1.17 of this code in addition to all other proceedings authorized by this code or otherwise by law. (Ord. 7084 § 2, 2010)
Chapter 19.270  
BOARDING OF CATS AND DOGS/KENNELS

19.270.010  Purpose.
19.270.020  Applicability and Permit Requirements.
19.270.030  Site Location, Operation and Development Standards.

19.270.010  Purpose.
The purpose of regulating the boarding of cats and dogs/kennels and similar establishments is to ensure compatibility with surrounding uses and properties and to avoid any impacts associated with such uses.  (Ord. 7331 §31, 2016; Ord. 6966 §1, 2007)

19.270.020  Applicability and Permit Requirements.
Boarding of cats and dogs/kennels and similar uses, as defined in Article X (Definitions), are permitted as set forth in Article V, Base Zones and Related Use and Development Provisions subject to the requirements contained in this Chapter.  (Ord. 7331 §31, 2016; Ord. 6966 §1, 2007)

19.270.030  Site Location, Operation and Development Standards.
The standards set forth in Article V, Base Zones and Related Use and Development Provisions, shall apply to boarding of cats and dogs/kennels unless otherwise specified here.  Moreover, the boarding of cats and dogs/kennels shall comply with all applicable laws, ordinances, policies and regulations.

A.  The site shall be adequate in size and shape to accommodate the type of boarding cats or dogs/kennels proposed and all yards, walls, parking, landscaping and other required improvements.

B.  The use shall not substantially lessen the usability or suitability of adjacent or nearby properties for planned or zoned uses.

C.  Noise produced by the proposed use shall be in compliance with Chapter 8.10 of the Municipal Code.  When the animals are proposed for indoor accommodations, soundproofing shall be provided sufficient to prevent noise and vibrations from penetrating into surrounding properties or buildings as determined by an acoustical analysis prepared by a qualified design professional or acoustical engineer.

D.  All kennels shall be designed and maintained in compliance with Chapter 8.18 of the Municipal Code.

E.  The property shall be maintained in such a way so as not to cause fly producing conditions as set forth in Chapter 6.16 of the Municipal Code.

F.  The number of dogs or cats permitted for boarding or kenneleding shall be as determined through the discretionary permit process, based upon site size, design and compatibility with surrounding uses.

G.  The area where the dogs or cats are penned shall be screened with a block wall and a secure gate.  (Ord. 7331 §31, 2016; Ord. 6966 §1, 2007)