

**AMENDMENT NO. 1 TO  
ANIMAL CONTROL FIELD SERVICES AGREEMENT  
BETWEEN THE CITY OF LAKE ELSINORE  
AND ANIMAL FRIENDS OF THE VALLEYS, INC.**

**THIS AMENDMENT NO. 1 TO ANIMAL CONTROL FIELD SERVICES AGREEMENT** ("Amendment No. 1") is dated as of July 1, 2017, by and between the City of Lake Elsinore, a municipal corporation ("City") and Animal Friends of the Valleys, Inc., a California nonprofit corporation ("Contractor").

**RECITALS**

A. The City and Contractor have entered into that certain Animal Field Services Agreement dated as of September 23, 2014 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The City has determined that, for the purposes of safeguarding the health and safety of the residents and animals within the City of Lake Elsinore, City requires eight (8) hours of active animal control officers patrol hours per day, or 40 hours per work week, for animal control field services.

C. Contractor has submitted to City an "Animal Control Services" proposal dated September 12, 2017 that provides for the scope and priority of services beginning October 1, 2017.

D. The parties now desire to amend the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 1, Term, is hereby amended to read in its entirety as follows:

The term of the Agreement shall commence on October 1, 2014, and shall remain in effect until June 30, 2020, unless sooner terminated pursuant to the provisions of the Agreement (the "Term").

2. Section 2, Services, is hereby amended to add the following after the first sentence.

Notwithstanding the foregoing, beginning October 1, 2017, Contractor shall perform the services and tasks described in the "Animal Control Services" proposal dated September 12, 2017 which shall thereafter be the "Scope the Services" for purpose of the Agreement, and which is attached as Exhibit A-1 to Amendment No. 1 and incorporated herein as though set forth in full.

3. Section 4, Revenue and Payment, is hereby amended to read in its entirety as follows:

a. Fixed Monthly Payment to Contractor. In consideration of the Contractor's performance of the services as provide herein, the City agrees to pay Contractor a Fixed Monthly Payment as follows:

Fiscal Year 2014-2015:	\$19,640.00 per month beginning October 1, 2014
Fiscal Year 2015-2016:	\$20,131.00 per month (\$241,572 annually)
Fiscal Year 2016-2017:	\$20,634.28 per month (\$247,611 annually)
July, August, Sept., 2017	\$20,634.28 per month
October 1, 2017 until the end of the Term:	\$7,500 per month

b. Additional Work by Contractor. Contractor shall not be compensated for any services rendered in connection with its performance of the Agreement which are in addition to those set forth herein, unless such additional service qualifies for reimbursement under one of the following:

(i) Additional work authorized in advance and in writing by the City Manager. Contractor shall be compensated for such additional services in the amounts and in the manner as agreed to by City Manager and Contractor. The City Manager may approve additional work up to Ten Thousand Dollars (\$10,000.00) annually. Any additional services in excess of this amount shall be approved by the City Council.

(ii) Additional work at the specific request of the City Manager, his or her designee, and/or a law enforcement or fire protection official during an emergency situation. Contractor shall be compensated for such additional services at rates consistent with the provision for services herein and Contractor's actual costs.

(iii) Additional work necessitated by unforeseen non-emergency circumstances that, in the best professional judgment of Contractor, require an Animal Control Officer to work more than the scheduled 8 hours per day in order to address matters of public need or for the sake of efficient administration of the services as provided herein.

c. Billing. Contractor will submit invoices monthly for services performed, which should include a summary of the services provided each month. Invoices shall be submitted between the tenth and twentieth business day of each month for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Licensing Fees, Bail for Citations, and Penalties. Contractor shall be responsible for collecting all animal licensing fees (as set forth in Animal Control Fee Schedule, Exhibit B, and as may be amended by the City), bail collected from the issuance of citations by Animal Control Officers (as set

forth in the Lake Elsinore Municipal Code and as may be amended by the City), and penalties as related thereto, which are to be retained by AFV. Each fiscal year, AFV must provide a register, ledger and/or listing of the total annual revenues collected and the total overall costs for services. If in any given fiscal year, the annual aggregate of these revenues exceeds the total annual cost for services, these excess revenues can be used (at the City's discretion) for (i.) special programs and/or marketing efforts in the City related to addressing control issues and/or (ii.) increasing the City's service hours.

4. Exhibit A to the Original Agreement, "Scope of Services", is hereby replaced by Exhibit A-1, attached to this Amendment No. 1 and incorporated herein.

5. Exhibit B to the Original Agreement, "Animal Control Fee Schedule", is hereby replaced by Exhibit B-1, attached to this Amendment No. 1 and incorporated herein.

6. Exhibit D to the Original Agreement, "Vaccination Clinic Protocol", is hereby deleted.

7. Exhibit E to the Original Agreement, "Priority of Field Services", is hereby replaced by Exhibit A-1, page 12.

8. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Animal Friends of the Valleys, Inc., a California nonprofit corporation

\_\_\_\_\_  
Grant Yates, City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

Its: Executive Director

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

Attachments: Exhibit A-1 – Consultant’s Proposal  
Exhibit B-1 – Animal Control Fee Schedule

**EXHIBIT A-1**  
**SCOPE OF SERVICES**

[To be attached]

**EXHIBIT B-1**  
**ANIMAL CONTROL FEE SCHEDULE**

[To be attached]

