

**AMENDMENT NO. 2 TO  
ANIMAL CONTROL FIELD SERVICES AGREEMENT  
BETWEEN THE CITY OF LAKE ELSINORE  
AND ANIMAL FRIENDS OF THE VALLEYS, INC.**

THIS AMENDMENT NO. 2 TO ANIMAL CONTROL FIELD SERVICES AGREEMENT ("Amendment No. 2") is dated as of July 1, 2020, 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 Control Field Services Agreement dated as of September 23, 2014 and that certain Amendment No. 1 Animal Control Field Services Agreement dated as of July 1, 2017 (as amended, the "Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement.

B. The parties now desire to extend the term of the Agreement and increase the level of service as set forth in this Amendment No. 2.

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, 2021, unless sooner terminated pursuant to the provisions of the Agreement (the "Term").

2. Section 2, Services, is hereby amended to read in its entirety as follows:

Contractor shall perform the services and tasks described in the "Animal Control Services" proposal dated October 5, 2020 which shall thereafter be the "Scope the Services" for purpose of the Agreement, and which is attached as Exhibit A-2 to Amendment No. 2 and incorporated herein as though set forth in full.

3. Subpart a of 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
Oct. 1, 2017 to Sept. 30, 2020:	\$7,500 per month
Oct. 1, 2020 to June 30, 2021:	\$11,000 per month (and as shown in the Compensation Schedule in Exhibit A-2)

Any remaining costs for service that are not covered by the revenues collected by the Contractor will be paid as a one-time payment by the City at the end of the Fiscal Year 2020-2021 an amount not to exceed \$42,000. In addition, any revenues collected by the Contractor that exceed the total cost for service shall be returned to the City as credit toward future services or programs.

4. Exhibit A-1 to Amendment No. 1, "Scope of Services", is hereby replaced by Exhibit A-2, attached to this Amendment No. 2 and incorporated herein.

5. Exhibit B to the Animal Control Field Services Agreement dated as of September 23, 2014, "Animal Control Fee Schedule", is hereby replaced by Exhibit B-2, attached to this Amendment No. 2 and incorporated herein.

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Risk Manager

“CONTRACTOR”

ANIMAL FRIENDS OF THE VALLEYS, INC.,  
a California nonprofit corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attachments: Exhibit A-2 – Contractor’s October 5, 2020 Scope of Services  
Exhibit B-2 – Animal Control Fee Schedule

**EXHIBIT A-2**

**SCOPE OF SERVICES**

[To be attached]

**EXHIBIT B-2**  
**ANIMAL CONTROL FEE SCHEDULE**

[To be attached]