

**ANIMAL CONTROL FIELD SERVICES AGREEMENT  
BETWEEN THE CITY OF LAKE ELSINORE  
AND ANIMAL FRIENDS OF THE VALLEYS, INC.**

**THIS ANIMAL CONTROL FIELD SERVICES AGREEMENT** (the "Agreement") is dated for identification purposes only as of September 23, 2014, 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 desires Contractor to provide a full range of animal control activities for the purpose of safeguarding the health and safety of the population of the City of Lake Elsinore and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment of animals and the stimulation of public support for enforcement of City ordinances relating to animal control.

B. Contractor has the ability to provide such services;

**AGREEMENT**

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on October 1, 2014, and shall remain in effect until June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement (the "Term").

2. **SERVICES.** Contractor shall perform the services and tasks described in the Scope of Services as set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE.** Contractor shall at all time faithfully, competently and to the best of its ability, experience, and talent perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **REVENUE AND PAYMENT.**

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)      |

b. Additional Work by Contractor. Contractor shall not be compensated for any services rendered in connection with its performance of this 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. Such non-emergency additional work shall not exceed \$11,700 in Fiscal Year 2014-2015, \$12,000 in Fiscal Year 2015-2016, and \$12,300 in Fiscal Year 2016-2017.

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. Remittance of Licensing Fees, Bail for Citations, and Penalties to City. 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 in connection with 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. Contractor shall remit all such monies to the City on a monthly basis and shall refer all appealed citations to the City for further administration in order to assure compliance with applicable due process and State laws. Monthly remittances shall include supporting documentation such as a register, subsidiary ledger and/or listing for each of the major revenues including licensing fees, penalties and citation amounts collected.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall cease all work under this Agreement at the end of the ten (10) day notice period, unless the notice provides for a later date. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 4.

**6. DEFAULT OF CONTRACTOR.**

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. DEFAULT OF CITY.** If the Contractor determines that the City is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the City with written notice of the default. The City shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the City fails to cure its default within such period of time, the Contractor shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**8. OWNERSHIP OF DOCUMENTS.**

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of

providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

**9. INDEMNIFICATION.** The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

**10. INSURANCE REQUIREMENTS.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
- (2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- (3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the

City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

#### **11. INDEPENDENT CONTRACTOR.**

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

**12. LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

#### **13. RELEASE OF INFORMATION.**

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Lake Elsinore  
ATTN: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530  
(951) 674-3124

To Contractor: Animal Friends of the Valleys  
ATTN: Executive Director  
33751 Mission Trail  
Wildomar, CA 92595  
(951) 674-0618

**15. ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

**16. LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**17. GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Lake Elsinore. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. PROHIBITED INTEREST.** No officer, or employee of the City of Lake Elsinore shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during its tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Lake Elsinore has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. The attached Exhibits A through E are incorporated herein.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the dates as written below.

**CITY:**

CITY OF LAKE ELSINORE, a municipal corporation

Date: 10/3/14

Attest:

Virginia Bloom  
Virginia Bloom, City Clerk

Natasha Johnson  
Natasha Johnson, Mayor

Approved as to Form:

Barbara Leibold  
Barbara Leibold, City Attorney

**CONTRACTOR:**

ANIMAL FRIENDS OF THE VALLEYS, a California nonprofit corporation

Date: 9/29/14

By: Kristine Anderson  
Kristine Anderson, President

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary



**EXHIBIT A**  
**SCOPE OF SERVICES**

1. **Services To Be Provided.** Contractor shall operate a complete animal control program for the City consisting of field services and licensing. Contractor will provide one Animal Control Officer and a fully equipped vehicle for the City of Lake Elsinore's animals. Except as provided under Section 4b of the Agreement, the Animal Control Officer will be serving the City of Lake Elsinore 8 hours per day, 5 days per week.

In the conduct of this program, Contractor shall perform the following specific functions:

(a) **Enforcement.** Enforce applicable provisions of the Lake Elsinore Municipal Code (Animal Control) as it exists on the date of this Agreement pertaining to animals, including the issuing of warning notices or citations as necessary for violations of such Ordinances. In the event the Municipal Code is amended and the amendments would substantially alter the duties and responsibilities of Contractor under this Agreement, the parties hereto agree to meet and in good faith renegotiate those terms and conditions of this Agreement affected by such amendments.

(b) **Impound.** Impound all animals caught at large.

(c) **Quarantine.** Quarantine as prescribed by law all animals suspected to be rabid.

(d) **Complaint Investigation & Resolution.** Investigate and pursue action on complaints and/or reports of potential violations of Municipal Code relating to animals, including unnecessary noise, in accordance with such procedures adopted by the City; respond to requests from the fire and law enforcement provider for assistance with animal related situations.

(e) **Dead Animals.** Remove dead animals from the public right-of-way within City limits and from other areas upon request.

(f) **Potentially Dangerous/Vicious Animals.** In accordance with the Lake Elsinore Municipal Code, identify potentially dangerous and/or vicious animals and initiate the administrative or legal process for their control.

(g) **Trapping & Removal.** As limited by subsection (b) above, respond to requests for assistance in the trapping and removal of domestic or wild animals, including coyotes and skunks, from public or private property. Contractor will offer advice in setting a trap in any enclosed space and will remove an animal caught in a trap, but shall not be required to move belongings, climb trees, crawl under houses, or so forth, or to maintain on-premises surveillance unless in the Officer's or his or her supervisor's opinion there is a direct, clear and present danger to human life or injury. Contractor will provide traps but will not be required to provide vector control. Contractor shall charge a fee for traps.

**(h) Dog and Cat Licensing.**

(i) Contractor shall administer the current licensing provision of the Lake Elsinore Municipal Code, consistent with the fee schedule and canvassing protocol as provided in Exhibit B and Exhibit C.

(ii) Dog and cat licenses shall be issued by mail, at the Animal Shelter, at Contractor's administrative office, at vaccination clinics and by Animal Control Officers in the field. Contractor shall send renewal notices by mail to owners of currently licensed dogs and cats, and shall send an application for licensing when requested by owners.

(iii) Contractor shall, at Contractor's expense, provide the forms and tags for such licenses, and shall affix a professionally prepared sign at the Animal Shelter, stating applicable fees for licensing for the City.

(iv) Contractor shall collect all license fees and penalties on behalf of the City, issue receipts for all such fees collected and keep copies thereof.

(v) Contractor shall pursue collection, if appropriate, to recover any fraudulent, delinquent or worthless payment received as payment for dog licenses issued, including reasonable late fee penalties as provided in the Fee Schedule.

(vi) Contractor shall cancel any dog or cat license issued for which invalid payment was received, and give notice of such cancellation to the licensee.

(vii) Contractor shall maintain such records in such form as required by the City's Director of Administrative Services so as to provide for proper cash management and for review and audit of the monies collected. Contractor shall furnish the City a monthly report detailing the licensing activities.

**(i) Animal Bites.** Investigate reported animal bites. Contractor may initially receive animal bite reports by telephone, but also shall respond in person to all reported bites by dogs or other suspected rabid or wild animals. Contractor shall take appropriate steps consistent with the circumstances of each separate incident to locate and quarantine the suspected animal(s) and/or assist the complained and/or injured party or parties to trap the suspected animal(s).

**(j) Reserved.**

**(k) Clinics.** Make all necessary arrangements and conduct at least two (2) one-day clinics for rabies vaccination and licensing of dogs each year which are open to City residents and which may be located in the City, and following the vaccination protocol set forth in Exhibit D.

**(l) Field Services.** Assign one field service officer appointed as Animal Control Officer as provided in Paragraph 1. Routine field services will be provided as necessary within the hour limitation of this Agreement. The numbers of hours per week include, but are

not necessarily limited to routine mobile patrols, investigative and rescue time, court appearances and impoundment of dangerous, wild, injured or loose animals. CONTRACTOR shall assign a sufficient number of field service employees to duty at all times to meet the requirements of this Scope of Services and shall provide such services consistent with the priority of services set forth in Exhibit E. Contractor shall provide service of eight (8) hours per day during such hours as approved by the City Manager. Telephone service for members of the public shall be not less than eight hours per day on a schedule approved by the City Manager. Unless otherwise determined by the City Manager, the following hours are deemed approved by the City Manager:

|                              |                                |
|------------------------------|--------------------------------|
| Field Service                | 8:00 a.m. to 4:45 p.m. Mon-Fri |
| Telephone Answering Dispatch | 8:00 a.m. to 4:00 p.m. Mon-Fri |

Emergency response shall be available 24 hours per day; seven days per week as described in subparagraph (m). Contractor shall advise fire and law enforcement authorities serving the City of Lake Elsinore of the telephone numbers to access its services and shall cooperate with such authorities in developing the procedures necessary to provide after hours services. .

**(m) After-Hours.** Provide a field service person either on duty or on call after regular hours as necessary to respond to emergency calls. The City and Contractor agree that any incident reported to Contractor or City staff, through the fire or law enforcement provider involving a dangerous, wild or stray injured animal, constitutes an emergency and requires immediate action by Contractor. When the City Manager or his or her designee has reason to believe that an animal control emergency exists, the Manager or his or her designee shall notify Contractor and request a prompt response. If Contractor fails to respond to such request within a reasonable time or fails to respond at all, the City shall request in writing that Contractor send to the City a written explanation giving the reason(s) for the delay in responding or the failure to respond. Contractor's written explanation shall be submitted to the City Manager within two (2) working days from the date of the request for emergency service. The Agreement and the provisions herein shall not be construed to limit the interpretation of what constitutes an emergency and/or the need for a priority response. The following examples are illustrative of the need for an immediate response from Contractor.

- (1) Requests to remove a wild, dangerous or injured animal or animals from an inhabited place or vehicle;
- (2) Reported animal bites involving loose animals; and,
- (3) Livestock, fowl or game birds being attacked or killed by dogs or other animals.

**(n) Public Relations.** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, Contractor in processing any type of complaint or request for service will indicate to the caller when a response can be expected from Contractor and how Contractor will respond. In the event an in-person response is appropriate to the specific

situation, Contractor shall make such response by the end of the following business day. This provision shall be subordinate to shorter time limits specified elsewhere in this Agreement.

**(o) Complaints Regarding Service.** Cooperate with the City to resolve any and all complaints filed with Contractor and/or the City pertaining to services provided under this Agreement. The City shall submit to Contractor in writing all complaints filed with the City concerning services provided by Contractor under this Agreement. Contractor shall report monthly in writing to the City the number of complaints received by Contractor directly or indirectly through the City pertaining to quality of service(s) provided under this Agreement.

**(p) Legal.** Coordinate as may be reasonable necessary with City and City Attorney any inspection warrants impounds or potential dangerous/vicious animal hearings or court actions.

**(q) Records.** Maintain and keep timely, complete and accurate records of the receipt and disposition of all animals delivered into its custody. Contractor will file a report with the law enforcement provider within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen. Contractor shall indicate on the police report the circumstances of the animal's disappearance and make available to the City Manager the designated report or file number.

**(r) Communications Equipment.** Contractor agrees to provide radio equipment and frequency as necessary for effective performance of its obligations hereunder and in order to provide law enforcement backup for its field personnel.

**(s) Other Equipment.** Contractor shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of such vehicles and equipment, including the installation and removal of the paging or radio equipment described in Paragraph (q) of this Section. Contractor shall be responsible for all costs relating to theft, vandalism, or destruction of said equipment by fire, accident or intentional acts.

**(t) Personnel & Supplies.** Contractor shall provide all personnel, supplies, and equipment necessary for the efficient and effective operation of the animal control services and programs provided for herein, including, but not limited to Animal Control Officers, clerical staff, license tags and forms, citation forms, notices and all necessary envelopes and postage. Animal Control Officers will complete the required animal control training program, or its equivalent, and such other training as may be required by law, before being issued a badge and given the authority to perform Animal Control duties. Contractor shall provide citations and door tags.

**(u) Attendance at Meetings.** Provide input and coordination on amendment of City animal control fees and ordinances and shall attend City Council and other City meetings as required or requested to do so.

2. **Coordination.** Contractor's Executive Director and the City Manager shall meet as agreed to discuss Agreement performance.

3. **Reporting.**

(a) Contractor shall furnish the City monthly reports detailing field, licensing and related animal control activities, including a summary of the utilization of field service employees' hours required in Section 1 above and the records required by Section 1(P).

(b) Contractor shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received according to generally recognized accounting principles. Such records shall be maintained by Contractor for a minimum of four (4) years following the termination of this Agreement unless a lesser period is approved in writing by the City Manager. The records and/or animal control operations of Contractor shall be open to inspection and audit by the City or its authorized representative as is deemed necessary by the City upon reasonable notice to Contractor. Contractor shall provide the City a copy of Contractor's full Annual financial statement immediately upon completion thereof, but in no case later than six (6) months after the close of each fiscal year.

4. **Additional Services/Programs.** Contractor shall also implement the following programs on a continuing basis:

(a) Public School presentations

(b) Spay/neuter subsidy programs for low income persons (when funds are available)

(c) Ordinance review and changes aimed at ending pet overpopulation

(d) Animal Rescue Plan for domestic animals during disaster

(e) Humane Officer Services

5. In addition, Contractor will consult with the City on any policy/procedure that affects Lake Elsinore animals, which shall be approved by the City Manager prior to implementation.

**EXHIBIT B**  
**ANIMAL CONTROL FEE SCHEDULE**

Contractor shall utilize the following fees and charges consistent with Section 6.04.020 of the Lake Elsinore Municipal Code:

| <b>DOG LICENSE FEES</b>           | <b>CANYON LAKE</b> | <b>LAKE ELSINORE</b> | <b>MURRIETA</b> | <b>TEMECULA</b> | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
|-----------------------------------|--------------------|----------------------|-----------------|-----------------|-----------------|----------------|---------------|
| Altered 1 year                    | \$15.00            | \$15.00              | \$15.00         | \$15.00         | \$15.00         | \$8.00         | N/A           |
| Altered 2 year                    | \$20.00            | \$20.00              | \$20.00         | \$20.00         | \$20.00         | \$15.00        | N/A           |
| Altered 3 year                    | \$25.00            | \$25.00              | \$25.00         | \$25.00         | \$25.00         | \$19.00        | N/A           |
| Unaltered 1 year                  | \$50.00            | \$50.00              | \$50.00         | \$35.00         | \$50.00         | \$50.00        | N/A           |
| Unaltered 2 year                  | \$100.00           | \$100.00             | \$100.00        | \$70.00         | \$100.00        | \$100.00       | N/A           |
| Unaltered 3 year                  | \$150.00           | \$150.00             | \$150.00        | \$105.00        | \$150.00        | \$150.00       | N/A           |
| Senior Citizen /Altered 1 year    | \$8.00             | \$8.00               | \$8.00          | \$8.00          | \$8.00          | \$6.00         | N/A           |
| Senior Citizen/ Altered 2 year    | \$10.00            | \$10.00              | \$10.00         | \$10.00         | \$10.00         | \$7.00         | N/A           |
| Senior Citizen/ Altered 3 year    | \$12.00            | \$12.00              | \$12.00         | \$12.00         | \$12.00         | \$8.00         | N/A           |
| Late Penalty                      | \$20.00            | \$20.00              | \$20.00         | \$20.00         | \$20.00         | \$20.00        | N/A           |
| Late Penalty Senior/Altered       | \$15.00            | \$16.00              | \$15.00         | \$15.00         | \$15.00         | \$15.00        | N/A           |
| Transfer                          | \$6.00             | \$6.00               | \$2.00          | \$2.00          | \$6.00          | \$6.00         | N/A           |
| Duplicate                         | \$6.00             | \$6.00               | \$6.00          | \$6.00          | \$6.00          | \$6.00         | N/A           |
| Pot. dangerous reg.-annual        | \$75.00            | \$100.00             | \$0.00          | \$0.00          | \$100.00        | \$100.00       | N/A           |
| Vicious registration-annual       | \$150.00           | \$100.00             | \$0.00          | \$0.00          | \$100.00        | \$100.00       | N/A           |
| <b>CAT LICENSE FEES</b>           | <b>CANYON LAKE</b> | <b>LAKE ELSINORE</b> | <b>MURRIETA</b> | <b>TEMECULA</b> | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
| Altered 1 year                    | N/A                | \$5.00               | N/A             | N/A             | N/A             | N/A            | N/A           |
| Altered 2 year                    | N/A                | \$10.00              | N/A             | N/A             | N/A             | N/A            | N/A           |
| Altered 3 year                    | N/A                | \$15.00              | N/A             | N/A             | N/A             | N/A            | N/A           |
| Unaltered 1 year                  | N/A                | \$50.00              | N/A             | N/A             | N/A             | N/A            | N/A           |
| Unaltered 2 year                  | N/A                | \$100.00             | N/A             | N/A             | N/A             | N/A            | N/A           |
| Unaltered 3 year                  | N/A                | \$150.00             | N/A             | N/A             | N/A             | N/A            | N/A           |
| Senior Citizen /Altered 1 year    | N/A                | \$5.00               | N/A             | N/A             | N/A             | N/A            | N/A           |
| Senior Citizen/ Altered 2 year    | N/A                | \$6.00               | N/A             | N/A             | N/A             | N/A            | N/A           |
| Senior Citizen/ Altered 3 year    | N/A                | \$7.00               | N/A             | N/A             | N/A             | N/A            | N/A           |
| <b>IMPOUND FEES</b>               | <b>CANYON LAKE</b> | <b>LAKE ELSINORE</b> | <b>MURRIETA</b> | <b>TEMECULA</b> | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
| Dog Altered-1st time              | \$40.00            | \$40.00              | \$20.00         | \$20.00         | \$40.00         | \$40.00        | \$40.00       |
| Dog Altered-2nd time              | \$60.00            | \$60.00              | \$30.00         | \$30.00         | \$60.00         | \$60.00        | \$90.00       |
| Dog Altered-3rd time              | \$100.00           | \$100.00             | \$40.00         | \$40.00         | \$100.00        | \$100.00       | \$150.00      |
| Dog Unaltered-1st time            | \$40.00            | \$40.00              | \$30.00         | \$30.00         | \$40.00         | \$40.00        | \$40.00       |
| Dog Unaltered-2nd time            | \$60.00            | \$60.00              | \$40.00         | \$40.00         | \$60.00         | \$60.00        | \$90.00       |
| Dog Unaltered-3rd time            | \$100.00           | \$100.00             | \$50.00         | \$50.00         | \$100.00        | \$100.00       | \$150.00      |
| Cat Altered-1st time              | \$40.00            | \$40.00              | \$20.00         | \$20.00         | \$40.00         | \$40.00        | \$40.00       |
| Cat Altered-2nd time              | \$60.00            | \$60.00              | \$30.00         | \$30.00         | \$60.00         | \$60.00        | \$90.00       |
| Cat Altered-3rd time              | \$100.00           | \$100.00             | \$40.00         | \$40.00         | \$100.00        | \$100.00       | \$150.00      |
| Cat Unaltered-1st time            | \$40.00            | \$40.00              | \$30.00         | \$30.00         | \$40.00         | \$40.00        | \$40.00       |
| Cat Unaltered-2nd time            | \$60.00            | \$60.00              | \$40.00         | \$40.00         | \$60.00         | \$60.00        | \$90.00       |
| Cat Unaltered-3rd time            | \$100.00           | \$100.00             | \$50.00         | \$50.00         | \$100.00        | \$100.00       | \$150.00      |
| Senior Citizen w/Altered-1st time | \$13.00            | \$20.00              | \$20.00         | \$20.00         | \$13.00         | \$13.00        | \$20.00       |
| Senior Citizen w/Altered-2nd time | \$20.00            | \$40.00              | \$30.00         | \$30.00         | \$20.00         | \$20.00        | \$45.00       |
| Senior Citizen w/Altered-3rd time | \$45.00            | \$80.00              | \$40.00         | \$40.00         | \$45.00         | \$45.00        | \$75.00       |
| Vicious / Dangerous-1st + IMP     | \$100.00           | \$80.00              | \$50.00         | \$50.00         | \$0.00          | \$0.00         | \$0.00        |
| Vicious / Dangerous-2nd + IMP     | \$100.00           | \$100.00             | \$75.00         | \$75.00         | \$0.00          | \$0.00         | \$0.00        |
| Vicious / Dangerous-3rd + IMP     | \$100.00           | \$120.00             | \$100.00        | \$100.00        | \$0.00          | \$0.00         | \$0.00        |
| Noisy Animal - 1st time           | \$0.00             | \$60.00              | \$0.00          | \$0.00          | \$0.00          | \$0.00         | \$0.00        |
| Noisy Animal - 2nd time           | \$0.00             | \$100.00             | \$0.00          | \$0.00          | \$0.00          | \$0.00         | \$0.00        |
| Noisy Animal - 3rd time           | \$0.00             | \$120.00             | \$0.00          | \$0.00          | \$0.00          | \$0.00         | \$0.00        |

**EXHIBIT B**  
**ANIMAL CONTROL FEE SCHEDULE**

| <b>CITY FINES</b>                   | <b>CANYON LAKE</b>  | <b>LAKE ELSINORE</b> | <b>MURRIETA</b>       | <b>TEMECULA</b>            | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
|-------------------------------------|---------------------|----------------------|-----------------------|----------------------------|-----------------|----------------|---------------|
| Female dog/cat in heat-RAL-1st      | \$0.00              | \$30.00              | \$30.00               | \$30.00                    | \$0.00          | \$0.00         | \$0.00        |
| Female dog/cat in heat-RAL-2nd      | \$0.00              | \$50.00              | \$50.00               | \$50.00                    | \$0.00          | \$0.00         | \$0.00        |
| Female dog/cat in heat-RAL-3rd      | \$0.00              | \$70.00              | \$70.00               | \$70.00                    | \$0.00          | \$0.00         | \$0.00        |
| <b>STATE FINES-IN ADDITI</b>        | <b>CANYON LAKE</b>  | <b>LAKE ELSINORE</b> | <b>MURRIETA</b>       | <b>TEMECULA</b>            | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
| Female dog/cat unaltered -RAL-1st   | \$35.00             | \$35.00              | \$35.00               | \$35.00                    | \$35.00         | \$35.00        | \$35.00       |
| Female dog/cat unaltered -RAL-2nd   | \$50.00             | \$50.00              | \$50.00               | \$50.00                    | \$50.00         | \$50.00        | \$50.00       |
| Female dog/cat unaltered -RAL-3rd   | \$100.00            | \$100.00             | \$100.00              | \$100.00                   | \$100.00        | \$100.00       | \$100.00      |
| <b>BOARDING</b>                     | <b>CANYON LAKE</b>  | <b>LAKE ELSINORE</b> | <b>MURRIETA</b>       | <b>TEMECULA</b>            | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
| Dogs or cats                        | \$12.00             | \$15.00              | \$7.00                | \$7.00                     | \$12.00         | \$12.00        | \$12.00       |
| Sheep, swine, horse, cattle, goats  | \$12.00             | \$15.00              | \$10.00               | \$7.00                     | \$12.00         | \$12.00        | \$12.00       |
| Fowl, rodents, reptiles, amphibians | \$5.00              | \$7.00               | \$7.00                | \$2.00                     | \$5.00          | \$5.00         | \$5.00        |
| <b>OTHER FEES</b>                   | <b>CANYON LAKE</b>  | <b>LAKE ELSINORE</b> | <b>MURRIETA</b>       | <b>TEMECULA</b>            | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
| Quarantine - Shelter                | \$100.00            | \$120.00             | \$100.00              | \$100.00                   | \$100.00        | \$100.00       | \$100.00      |
| Quarantine - Home                   | \$100.00            | \$90.00              | \$100.00              | \$100.00                   | \$100.00        | \$100.00       | \$100.00      |
| After Hours / 2 nd Officer          | \$90.00             | \$90.00              | \$90.00               | \$90.00                    | \$90.00         | \$90.00        | \$90.00       |
| <b>ADOPTION FEES</b>                | <b>2-5 months</b>   | <b>6mo - 5yrs</b>    | <b>5 yrs +</b>        | <b>Sr. / Sr.</b>           | <b>Rescue</b>   |                |               |
| Canine altered                      | \$80.00             | \$80.00              | \$50.00               | \$25.00                    | \$35.00         |                |               |
| Canine unaltered                    | \$60.00             | \$60.00              | \$35.00               | \$25.00                    | \$35.00         |                |               |
| Feline Altered                      | \$70.00             | \$45.00              | \$40.00               | \$25.00                    | \$35.00         |                |               |
| Feline Unaltered                    | \$60.00             | \$35.00              | \$30.00               | \$25.00                    | \$35.00         |                |               |
| Rabbits                             | \$45.00             | \$45.00              | \$45.00               | \$45.00                    | \$45.00         |                |               |
| Coupon Special altered              | \$30.00             | \$30.00              | \$30.00               |                            |                 |                |               |
| Coupon Special unaltered            | \$40.00             | \$40.00              | \$40.00               |                            |                 |                |               |
| All other species see supervisor    |                     |                      |                       |                            |                 |                |               |
| <b>EUTHANASIA/DISPOSAL</b>          | <b>Euthanasia</b>   | <b>Disposal</b>      |                       |                            |                 |                |               |
| Under 20 lbs                        | \$30.00             | \$10.00              | THIS IS A MINIMUM FEE |                            |                 |                |               |
| 21 - 50 lbs                         | \$40.00             | \$15.00              |                       |                            |                 |                |               |
| 51 - 70 lbs                         | \$50.00             | \$15.00              |                       |                            |                 |                |               |
| 71 - 100 lbs                        | \$65.00             | \$20.00              |                       |                            |                 |                |               |
| over 100 lbs                        | \$75.00             | \$30.00              |                       |                            |                 |                |               |
| <b>GATEWAY</b>                      | <b>Up to 75 lbs</b> | <b>76 - 100 lbs</b>  | <b>101-125</b>        | <b>over 125</b>            |                 |                |               |
|                                     | \$80.00             | \$100.00             | \$125.00              | \$125 + \$1 per pound over |                 |                |               |
| <b>ADMINISTRATIVE CITATI</b>        | <b>CANYON LAKE</b>  | <b>LAKE ELSINORE</b> | <b>MURRIETA</b>       | <b>TEMECULA</b>            | <b>WILDOMAR</b> | <b>MENIFEE</b> | <b>COUNTY</b> |
| 1 ST CITATION                       | \$100.00            | \$100.00             | \$100.00              | \$50.00                    | \$50.00         | \$50.00        | N/A           |
| 2 ND CITATION                       | \$200.00            | \$200.00             | \$200.00              | \$150.00                   | \$100.00        | \$100.00       | N/A           |
| 3 RD CITATION                       | \$500.00            | \$250.00             | \$500.00              | \$250.00                   | \$250.00        | \$250.00       | N/A           |
| DAYS TO CORRECT LIC. CITE           | 30                  | 15                   | 15                    | 21                         | 10              | 21             | N/A           |

**EXHIBIT C**  
**CANVASSING PROTOCOL**

1. While performing field services officers are to check for current rabies vaccinations for all dogs and cats over the age of 4 months.
2. If the person has been in the City for less than 30 days or if their pet is under 4 months of age, issue a Notice of Violation. This will give the person time to vaccinate and license their pet.
3. If a pet owner is home and has animals that are unvaccinated and unlicensed issue an administrative citation. This will allow 15 days for compliance.
4. If a pet owner is not home but has animals that are unvaccinated and unlicensed issue and post an administrative citation if you know their first and last name. This will allow 15 days for compliance. If you do not know their name, issue and post a Notice of Violation.
5. If a person has received at least 3 Notice of Violations and or administrative citations and has not complied, issue a court citation.
6. Officers and staff need to inform the public of the low cost vaccination clinic that is offered in the Main Street Park in Lake Elsinore on the 3<sup>rd</sup> Saturday of each month from 1:30 – 3:30 p.m.
7. Officers and staff need to inform the public of any low cost spay/neuter programs that are currently being offered and refer to low cost clinics.



**EXHIBIT D**  
**VACCINATION CLINIC PROTOCOL**

Contractor is responsible for applying for the annual permit at the City of Lake Elsinore

Contractor's staff will arrange the registration line, licensing line and veterinarian ramp in such a manner as to not interfere with any other event that is occurring at the park.

All dogs must be on leashes and controlled by an adult capable of controlling the dog.

All cats must be on a leash or confined in a carrier

Dog and cat licensing will be available to the public during the clinic

Educational material will be available to the public

Two "at cost" rabies clinics will be held per year in accordance with state law.  
Contractor has provided "at cost" rabies vaccinations at every clinic. The rabies shot is currently being offered for \$6.00.

The clinics are to be held the 3<sup>rd</sup> Saturday of each month from 1:30 – 3:30 p.m.

**EXHIBIT E**  
**PRIORITY OF FIELD SERVICES**

An Animal Control Officer will respond to medical emergencies and other emergencies involving danger to humans within 30 minutes or less during regular service hours, Monday through Friday, 8:00 a.m. - 5:00 p.m. and within 60 minutes or less after regular service hours, on Saturdays and Sundays and holidays. Response time to non-emergency calls will be within 24 hours. Barking dog and public nuisance complaints will be handled within 72 hours.

**Emergency calls - During regular service hours**

PRIORITY ONE: To be handled immediately.

- a. Animals endangering health or safety of the public
- b. Aggressive stray animals at large
- c. Animal bites, involving animals at large
- d. Sheriff, police, fire request for emergency service
- e. Animal cruelty/neglect complaints

PRIORITY TWO:

- a. Sick or injured stray animals
- b. Animals in distress
- c. Humane investigation-life threatening
- d. Livestock or equine at large

PRIORITY THREE:

- a. Dead animals on public property

**Emergency calls & after regular service hours - To be handled immediately:**

- a. Animals endangering health or safety of the public
- b. Sheriff, police, fire request for emergency service
- c. Aggressive stray animals at large
- d. Animal bites, involving animals at large
- e. Sick or injured stray animals
- f. Animals in distress
- g. Humane investigations- life threatening

**Non-emergency calls**

- a. Impound of confined stray animals
- b. Quarantine of confined, owned animals
- c. Quarantine release of biting animals
- d. Leash law enforcement
- e. Permit investigations
- f. Humane investigation- non life threatening
- g. Public nuisance investigations