

**AGREEMENT BETWEEN THE CITY OF
MURRIETA AND ANIMAL FRIENDS OF THE
VALLEYS, INC. FOR CONTRACTED ANIMAL
CONTROL SERVICES**

THIS AGREEMENT FOR CONTRACTED ANIMAL CONTROL SERVICES (“Agreement”) is made and entered into as of the effective date executed by the City of Murrieta, a California municipal corporation (hereinafter referred to as “City”), and the Animal Friends of the Valleys, Inc., a nonprofit corporation, (hereinafter referred to as “Contractor”). City and Contractor may be referred to individually as “Party” or collectively as “Parties”. In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

RECITALS

The City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

- A. The City is authorized to enter into agreements under the provisions of Government Code section 53060.
- B. The City desires or is in need of animal control services provided by Contractor for a full range of activities for the purpose of safeguarding the health and safety of the population of the City of Murrieta and the health and safety of its domestic animals, and for the purpose of promoting humane treatment of animals (“Services”).
- C. Contractor is able to provide the Services needed by the City.
- D. The City and Contractor have entered into two prior agreements and extensions with Contractor concerning animal control services: (1) a September 18, 2007 agreement for services through June 30, 2009, (2) an extension on June 16, 2009 for one year, (3) an extension on June 15, 2010 for one year, (4) an agreement dated December 21, 2010, (5) an extension and amendment dated December 15, 2015, (6) an extension dated December 15, 2020.
- E. The City and Contractor intend to terminate all past agreements and any existing agreement related to the Services and replace such agreement(s) with this agreement for the period of July 1, 2024, to June 30, 2027.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as through set forth in full.

3. PERFORMANCE

Contractor shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit A.

4. PAYMENT

- a. The City agrees to pay Contractor a flat monthly rate, based on the cost schedule set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as through set forth in full, based upon actual time spent on the tasks outlined in Exhibit A.
- b. For Fiscal Year 2024-25 Contractor shall be paid a fee of Ten Thousand Dollars and No Cents (\$10,000.00) monthly. This amount shall not exceed One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) for Fiscal Year 2024-2025.
- c. For Fiscal Year 2025-2026, the amount the City shall pay to Contractor monthly shall be calculated as follows: the monthly amount listed for Fiscal Year 2024-2025 plus the percentage change in the Annual Consumer Price Index for Urban and Clerical Workers (CPI-W; Series ID: CWURS49CSA0) for all items in Riverside-San Bernardino-Ontario, CA for the prior calendar year as compared to the Annual CPI-W of two calendar years prior. In no event can this annualized amount exceed 2.5% over the amount City Paid to Contractor for Fiscal Year 2024-2025 (i.e. One Hundred Twenty-Three Thousand Dollars and No Cents (\$123,000)). If the percentage change in the CPI-W is less than 0%, the fee shall remain the same as Fiscal Year 2024-2025.
- d. For Fiscal Year 2026-2027 the amount the City shall pay to Contractor monthly shall be calculated as follows: the monthly amount for Fiscal Year 2025-26 plus the percentage change in the Annual Consumer Price Index for Urban and Clerical Workers (CPI-W; Series ID: CWURS49CSA0) for all items in Riverside-San Bernardino-Ontario, CA for the prior calendar year as compared to the Annual CPI-W of two calendar years prior. In no event can this annualized amount exceed 2.5% over the amount City Paid the contractor for Fiscal Year 2025-2026. If The percentage change in the CPI-W is less than 0%, the fee shall remain the same as Fiscal Year 2025-

2026.

- e. The total amount of this Agreement over the entire three (3) year period shall not exceed Three Hundred Sixty-Nine Thousand Seventy-Five Dollars and No Cents (\$369,075.00).
- f. 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 services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and Contractor at the time of the City's written authorization is given to Contractor for the performance of said services.
- g. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payments shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees.
- h. If the City disputes any Contractor fees, it shall give written notice to the Contractor within thirty (30) days of receipt of an invoices of any disputed fees set forth on the invoice.

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 immediately cease all work under this Agreement, unless the notice provides otherwise. 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 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 shall submit an invoice to the City, pursuant to Section 4 of this Agreement.

6. DEFAULT OF CONTRACTOR

- a. The Contractor's failure to comply with provisions of this Agreement shall constitute a default. In the event the Contractor is in default for cause under the terms of this Agreement, the City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminated 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 default.

- b. If the City Manager or their delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, they shall serve the Contractor with written notice of the default. The Contractor shall have ten (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 by law, in equity or under Agreement.

7. 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.

8. INDEMNIFICATION

- a. Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by City) and indemnify the City, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and

investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by Contractor, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Contractor shall have no obligation, however, to defend or indemnify City if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City.

- b. General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Contractor under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Contractor provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion, determine whether such assurances are reasonable.
- c. Contractor agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by Contractor, its officers, agents, representatives, employees, sub-Contractors, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend.

9. 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. At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

- a. Commercial General Liability. Commercial General Liability (CGL) Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A:VII" or better by the A.M. Best Key Rating Guide and are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

e. Deductibles. All deductibles on any policy shall be the responsibility of Contractor and shall be disclosed to City at the time the evidence of insurance is provided.

f. Specific Provisions Required. Each policy required under this Section shall expressly provide, and an endorsement shall be submitted to City, that (a) the City of Murrieta and its respective officers and employees are additional insureds under the policy; (b) the policies are primary and non-contributory to any insurance that may be carried by City; and (c) City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies.

g. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

h. Indemnity Not Limited by Insurance. Contractor's liabilities, including, but not limited to, Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

i. City reserves the right to increase the amounts of insurance coverage required by this Section and to require any additional riders and provisions in said policies or certificates as shall be considered necessary by the City consistent with the terms and conditions of this Agreement. Contractor shall comply with said increase or other change within sixty (60) days of notice from the City.

10. INDEPENDENT CONTRACTOR

a. It is understood and agreed that City is interested only in the results obtained from service hereunder and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor, and which shall not be subject to control or supervision by the City, except as to the results of the work. Contractor is, for all purposes arising out of this Agreement, an independent contractor, and neither Contractor, nor its employees, agents and representatives shall be deemed an employee of the City for any purpose.

- b. Contractor shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that Contractor and its employees, agents, and representatives shall in no event be entitled to any City benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

11. NONDISCRIMINATION IN EMPLOYMENT

Contractor agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of City and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries and related entities, if any, will be treated equally by Contractor, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If City finds that any of the provisions of this section have been violated, such violation shall constitute a material breach of this Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that Contractor has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of this Agreement.

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. PERMITS AND LICENSES

Contractor and all of Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

14. 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. 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.

15. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

16. REMEDIES

The rights and remedies of the City provided in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies permitted by law.

17. COORDINATION

Contractor's Executive Director and the City Manager or their designee shall meet not less than quarterly to discuss Agreement performance.

18. REPORTING AND INSPECTION OF RECORDS

- a. Contractor shall furnish the City monthly reports detailing shelter, field and licensing activities, including a summary of the utilization of field service employees' hours required in providing services and the records required in the execution of the contracted services outlined in Exhibit A.
- 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. The records and/or animal control operations of Contractor shall be open to inspection and audit by the City of 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.
- c. All material referenced in this Section and in Exhibit A including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by Contractor for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of Contractor's performance hereunder unless City's written permission is given to dispose of same prior to that time.

19. 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.

20. NOTICES

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

City: City Manager
City of Murrieta 1 Town Square
Murrieta, CA 92562-7022

Contractor: Executive Director
Animal Friends of the Valleys, Inc. 33751 Mission Trail
Wildomar, CA 92595

21. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated by Contractor without the express written consent of City, nor may any interest in this Agreement be transferred (whether by assignment or novation) by Contractor without the express written consent of City, and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees. Any assignment made without the City's consent shall, at the option of the City, immediately void this Agreement. However, claims for money due or to become due to Contractor from City under this Agreement may be

assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to City. Any assignment requiring approval may not be further assigned without City approval.

22. SURVIVAL

Contractor's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

23. NON-WAIVER

The failure of City or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to Contractor of compensation under this Agreement shall not be deemed to waive City's rights or Contractor's contained in this Agreement.

24. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

25. ALTERATIONS OR VARIANCE

City may, from time to time, require changes in the scope of services by Contractor to be performed under this Agreement. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by City and Contractor, shall be effective as amendments to this agreement only when in writing. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

29. PROHIBITED INTEREST

No officer, or employee of the City of Murrieta that has participated in the development of this agreement or its approval 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 their tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Murrieta that has participated in the development of this agreement or its approval has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction, the proceeds thereof, 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.

30. 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.

31. 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. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

32. TERMINATION OF PRIOR AGREEMENTS

By entering into this Agreement, the City and CONTRACTOR terminate all prior existing agreements between them pursuant to which CONTRACTOR provided animal control services to the City.

33. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____

Kim Summers, City Manager

Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONTRACTOR:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

EXHIBIT A
Scope of Services/Tasks to be Performed

1. SERVICES TO BE PROVIDED:

Contractor shall operate a complete animal control program for the City consisting of, but not limited to, field services and licensing. In the conduct of this program, Contractor shall perform the following specific functions:

- a. Enforcement: Enforce all provisions of the Riverside County Ordinances as adopted by reference by the City (including Ordinances No. 534, No. 534.2 and No. 630) and the Murrieta Municipal Code (as it may be adopted and amended from time-to-time) 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 re-negotiate those terms and conditions of this Agreement affected by such amendments.
- b. Impound: Impound all animals caught at large and collect all impound fees assessed.
- 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 City Ordinances and Municipal Code relating to animals, including unnecessary noise, in accordance with such procedures adopted by the City, respond to requests from City departments (such as the Police and Fire Departments, and Code Enforcement) and contact the Murrieta Police Department 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 by the City.
- f. Trapping & Removal: 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 Contractor's opinion there is a direct, clear and present danger to human life or unless specifically requested to do so by the City Manager or his or her designee in consultation with Contractor's Executive Director or appointee whenever possible. Contractor will provide traps but will not be required to provide vector control.
- g. 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).

h. Licensing:

- i. Conduct license inspections, including area-wide canvassing, as part of the field services activity. Officers, as part of their regular animal control duties, shall conduct license inspection activities during animal control investigations for the purpose of ascertaining the number of unlicensed dogs within the City and licensing such dogs. Contractor shall conduct license inspection activities pursuant to any policies and procedures approved by the City Council of City.
 - ii. Contractor shall issue licenses and collect all appropriate license fees and penalties as set by City. Additionally, to the extent that Contractor issues citations or otherwise imposes penalties in its enforcement capacity as described in 1 (a), the revenues generated from enforcement shall revert to Contractor, less reasonable administrative costs and any handling costs incurred by the City or by the City's independent collection agency.
 - iii. Contractor will develop and implement a comprehensive licensing program including a process whereby dog licenses may be issued by mail; sell dog licenses at the Animal Shelter and clinics; and send renewal notices by mail to owner of currently licensed dogs, together with an application for renewal when requested by owners; and provide license forms and tags. The detailed work program with the scope of services for the comprehensive licensing program shall be submitted for approval by the City Manager or his or her designee. Contractor shall, at Contractor's expense, affix a professionally prepared sign at its Animal Shelter, stating applicable City fees. Upon notice to Contractor, City may take over all license-processing functions.
- i. Euthanasia: After notice and hearing as required, provide euthanasia service as required and allowed by law for animals held five (5) days or more, if these animals are not reclaimed by their owner and are deemed unsuitable by the Officer for adoption.
 - j. Clinics: Make all necessary arrangements and conduct up to two (2) one-day clinics each year within Murrieta which are open to the City of Murrieta residents for rabies vaccination and licensing of dogs.

- k. Field Services: Assign one and one-half field service officers, and a back-up officers as needed, who shall be duly appointed as Animal Control Officers.

Routine field services will be provided as necessary within the hour's limitation of this Agreement. The number of hours per week includes, but are not necessarily limited to 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 needs of this Agreement. The normal hours of service shall be:

Field Service	8:00 a.m. to 4:00 p.m.	Monday – Friday
Telephone Answering/Dispatch	8:00 a.m. to 4:00 pm	Monday – Saturday
Shelter	10:00 a.m. to 4:00 pm	Monday – Saturday
	10:00 a.m. to 7:00 pm	Wednesday
Emergency Response	24 Hours per Day	Monday - Sunday

- l. 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 by citizens, the City, Murrieta property owners associations or through the Murrieta Police Department or the Murrieta Fire Department involving a dangerous, wild or stray injured animal, constitutes an emergency and requires immediate action by Contractor. When the City Manager has reason to believe that an animal control emergency exists, the Manager shall notify Contractor and request a prompt response. If Contractor fails to respond to such a 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. The Contractor’s written explanation shall be submitted to the City Manager within five (5) working days from the date of the request for emergency service. This Agreement and the provision 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. Request 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.

- m. 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, when

Contractor is processing any type of complaint or request for service, Contractor 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.

- n. Complaints Regarding Services: 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.
- o. 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 Murrieta Police Department within twenty-four (24) hours if an impounded animal is suspected to be missing or 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.
- p. 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.
- q. 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 (p) 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.
- r. Personnel & Supplies: Contractor shall provide all personnel, supplies, and equipment necessary for efficient 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 training in accordance with Penal Code 832 before being issued an Animal Control Officer's badge and given the authority to perform Animal Control duties.
- s. Use of Animal Shelter: Contractor shall provide access to and use of the Animal Shelter which it leases and/or operates pursuant to its animal control services agreement with the City of Murrieta.
- t. 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.

- u. Compliance with Laws: Comply with all applicable local, state or federal laws or regulations.

EXHIBIT B
Schedule of Compensation

Animal Friends of the Valleys, Inc.
Animal Control Field Service Costs
July 1, 2024 thru June 30, 2025

Description of Services	Unit	Rate	Total
Regular Animal Control 12 hours/day for 5 days/week	3,120	\$70.00	\$218,400.00
Regular Animal Services Court, Add'l Officers, Etc.	500	\$70.00	\$35,000.00
Mileage for Animal Control Vehicles	45,000	\$1.05	\$47,250.00
After hour calls/weekends 15 hours/week	780	\$105.00	\$81,900.00
Vet Costs			\$10,000
License/Citation Revenue			\$392,550.00
Estimated AFV Collections			\$ 272,550.00
Difference in Revenue vs. Costs			\$ 120,000.00
Monthly Flat Rate			\$ 10,000.00