

## ANIMAL SERVICES AGREEMENT

This Animal Services Agreement ("Agreement") is entered into effective \_\_\_\_\_ ("Effective Date") by and between the CITY OF OCEANSIDE, a municipal corporation (the "CITY") and the SAN DIEGO HUMANE SOCIETY AND S.P.C.A., a California nonprofit corporation ("SDHS") (collectively, the "Parties"). This Agreement is made with reference to the following recitals.

### RECITALS

A. It has been determined to be in the CITY's best interest to retain specialized, professional services to provide animal control and sheltering services since the CITY does not provide such services.

B. The CITY desires to contract with SDHS as an independent contractor and SDHS desires to provide services to the CITY as an independent contractor.

C. SDHS personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of their experience, training, education and expertise.

D. The purpose of this Agreement is to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the CITY concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the CITY.

NOW THEREFORE, in consideration of the covenants, conditions and terms set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** SDHS shall provide animal sheltering and animal field services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the CITY as further specified by this Agreement. The Services to be performed by SDHS pursuant to the terms and conditions of this Agreement shall consist of the Services enumerated below. In addition to those Services identified below, SDHS may routinely provide the CITY with the additional "Community Engagement and Services" outlined in Exhibit A, attached hereto and incorporated by reference, without an additional cost. Exhibit A is subject to modification at SDHS's discretion based on resources and capacity.

1.1. **Animal Sheltering.** SDHS shall provide the CITY with animal shelter services consistent with public shelter functions to receive and care for all dogs, cats and other domestic animals seized or impounded by Animal Field Services or delivered by members of the general public, provide humane disposition of animals, euthanizing, if warranted, and disposing of euthanized animals and deceased animals brought in by CITY residents. More specifically, SDHS shall maintain animal shelters at multiple locations, including 2905 San Luis Rey Road

and 572 Airport Road, Oceanside, California, which SDHS may relocate from at a later date, at the discretion of SDHS (collectively, the “Shelter”), which shall be open for public service and operate during reasonable days and have designated hours of operation similar to other such facilities within the County of San Diego (“County”), and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the CITY. Such animal shelter services shall include:

- a. The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the CITY.
- b. The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the CITY.
- c. Administer a Community Cat Program (CCP) that is aligned with national best practices and includes all or some of the following components: trapping, spaying/neutering, vaccination, and medical treatment as appropriate for unowned healthy, free-roaming cats that meet CCP eligibility guidelines before they are returned to their outdoor found location.
- d. Housing and care for police and animal cruelty holds.
- e. Providing lost and found opportunities.

1.2. Animal Sheltering Criteria. SDHS animal sheltering Services shall include:

- a. Feed, care, and the disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the CITY.
- b. Assume all expenses to maintain and operate the Shelter and properly care for the animals.
- c. Manage the dog license program within the CITY to include:
  - i. Maintaining files including current and expired dog license and the owners who live within the CITY for the past three (3) years.
  - ii. Issuing or causing to be issued new and renewed licenses to dog license applicants within the CITY.
  - iii. Investigate and issue when appropriate Service Dog Licenses within the CITY.

- iv. Issuing or causing to be issued Vicious Dog licenses once the dog has been declared a vicious animal and all proceedings under Chapter 4 – Animals and Fowl, Article III – Dogs, Division 4 – Vicious Dogs of the CITY Municipal Code have been concluded or waived.
- v. Conducting follow-up enforcement of licensing and rabies vaccinations within the CITY.

1.3. Animal Field Services. SDHS shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances and codes of the CITY (and any County laws, regulations and ordinances as adopted by the CITY) pertaining to animal field services with respect to the scope of work set forth below. SDHS shall provide the CITY with the following animal field services in response to complaints generated by the public, law enforcement and the CITY:

- a. Investigation and enforcement of animal cruelty laws and related activities.
- b. Picking up and caring for injured domestic animals.
- c. Addressing dangerous domestic animal situations.
- d. Monitoring and responding to bites and enforcing rabies quarantine requirements.
- e. Investigation and enforcement of vicious or potentially dangerous dog complaints and activities associated therewith.
- f. Patrolling and impounding dogs.
- g. Responding to and investigating barking dog complaints.

1.2. Picking up and caring for stray and abandoned domestic animals contained by citizens and found within the City limits.

1.3. Animal Field Services Requirements. SDHS animal field service requirements include:

a. SDHS shall perform the Services in accordance with all laws and regulations applicable to the CITY.

b. SDHS shall provide daily the appropriate number of Humane Officer(s) , Humane Field Technician(s), and an animal containment vehicle(s) and equipment for the performance of animal field services.

c. SDHS shall humanely and efficiently enforce all laws of the State of California, the County, and the CITY pertaining to animal field services that are within the scope of SDHS's obligations under this Agreement. In the even that new laws enacted after the Effective Date of this Agreement would require increased services by SDHS, such additional services shall be added to the Services only upon agreement by the Parties (including compensation).

d. SDHS Humane Officers, Humane Field Technicians, and duly trained license coordinators are authorized to issue criminal and/or administrative citations for violations of CITY animal field service laws, and to issue notices as provided by law. SDHS's Humane Officers and Humane Field Technicians shall prepare appropriate reports concerning violations, file such reports with the applicable authority when necessary, and stand ready and available to testify in a court or administrative hearing when called upon to do so concerning such violations.

e. SDHS shall respond to calls for animal field services between the hours of 8:00 a.m. to 5:00 p.m. daily ("Field Service Hours"). Based on the priority of the call, SDHS will respond within the times included in Exhibit B attached hereto and incorporated herein by reference. Exhibit B is subject to reasonable change at SDHS's discretion and upon written notice to the CITY.

An after-hours duty officer shall provide emergency responses to Priority One calls only during non-Field Service Hours upon receipt of such a call from an authorized CITY official or resident. "Priority One" calls are defined as a prompt, essential emergency response for the following:

- a. Any law enforcement agency requesting immediate emergency assistance.
- b. Animal bite where the domestic animal continues to pose an immediate threat or the bite injury can be considered severe.
- c. Any act of cruelty and/or neglect to animals that is in progress or which places an animal in imminent danger.
- d. Any domestic animal either known to be dangerous or vicious by previous determination in an administrative hearing or one that is perceived to be an immediate threat or menacing those individuals reporting the event.
- e. Any live domestic animal, which is presenting an immediate hazard to humans, such as a live domestic animal in traffic lanes of a major thoroughfare.
- f. Any domestic animal that is sick, injured or in immediate danger.

2. SDHS PERSONNEL. SDHS shall employ appropriate personnel and staff to assist and carry out its duties and obligations of this Agreement.

2.1. Humane Officers. SDHS shall have at all times during the term of this Agreement a

reasonable number of Humane Officers qualified under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the CITY ordinance related to domestic animals. They shall not carry firearms in the performance of their duties but may carry non-lethal weapons. Each Humane Officer shall complete within one (1) year of date of hire or internal transfer, a course in training related to the exercise of his/her powers, which course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California.

2.2. Performance Standards. SDHS agents and employees shall treat the public with courtesy and respect at all times in performing all duties and obligations under this Agreement.

2.3. Compliance with Laws. SDHS shall comply with personnel policies and procedures that conform to federal and state laws with respect to hiring and firing practices.

3. OBLIGATIONS OF THE CITY. The CITY shall provide the following to assist SDHS in performing required animal control functions under this Agreement.

3.1. CITY will provide training on specific CITY processes and other municipal techniques that SDHS staff may be expected to carry out.

3.2. CITY shall endeavor to work with the SDHS in support of the licensing programs geared towards increased compliance, higher return to owner rates, reduction in the number of animals needing housing care, and protecting residents against dangerous and/or vicious dogs and habitual offenders of animal laws.

#### 4. REPORTS AND RECORDS.

4.1. Quarterly Reports. SDHS shall prepare quarterly reports to the CITY which shall provide the following information: (i) animal shelter operations (as it pertains to the Agreement), including the number of stray animals impounded, number of days held, and their disposition); (ii) all administrative citations processed; and (iii) animal field service activities including the number and type of incidents or reports investigated.

4.2. Governmental Reports. Should the CITY be required to furnish information to any other government agency, SDHS agrees to timely provide information that the CITY may need to meet such request as long as the request is within the scope of this Agreement.

4.3. Annual Reports. By no later than sixty (60) days following the end of each fiscal year, SDHS shall provide an annual report to the CITY with the information required by Section 4.1 for the preceding year.

4.4. Record Retention. All records and information required to be kept by SDHS pursuant to this Agreement shall be kept for a minimum of at least three (3) years unless required by law to be kept for a longer period.

5. COMPLIANCE WITH LAWS. All work by SDHS shall be performed in accordance with applicable city, state and federal laws, statutes and regulations.

6. LICENSE, PERMITS, ETC. SDHS represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. SDHS represents and warrants to CITY that SDHS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for SDHS to practice its profession. SDHS shall obtain and maintain a CITY business license during the term of this Agreement.

7. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, SDHS, any employees of SDHS and any subcontractors employed by SDHS shall be an independent contractor and shall not be an employee of the CITY. The CITY shall have the right to control SDHS only insofar as the results of SDHS's Services rendered pursuant to this Agreement; however, the CITY shall not have the right to control the means by which SDHS accomplishes its Services.

Neither SDHS nor SDHS's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, SDHS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

8. WORKERS' COMPENSATION. Pursuant to California Labor Code section 1861, SDHS hereby certifies that SDHS is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and SDHS will comply with such provisions, and certification of proof of compliance as a part of this Agreement.

9. NO CONFLICT OF INTEREST. SDHS shall not enter into any other contract which conflicts with its obligations under this Agreement. For the limited purpose of interpreting this section, SDHS shall be deemed a "city officer or employee," and this section shall be interpreted in accordance with the California Government Code section 1090.

10. OWNERSHIP OF DOCUMENTS.

10.1. Reports and documents prepared or provided by SDHS under this Agreement shall be the property of the CITY. The CITY agrees to hold SDHS free and harmless from any claim

arising from any use, other than the purpose intended, of the reports and documents, prepared or provided by SDHS. SDHS may retain a copy of all materials produced under this Agreement for the purpose of documenting their participation in this Agreement.

10.2. Animal license information and data, including, but not limited to, animal owner identification and address, animal name, description, license type and expiration date, are the property of the CITY and must be presented to the CITY in any reasonable document and computer format requested in writing by the CITY. All such information must be provided to the CITY within thirty (30) days of the CITY's request.

11. COMPENSATION. SDHS shall receive the following compensation for the performance of the Services.

11.1. Payments by the CITY. The CITY shall make payments to SDHS as follows:

For the first twelve (12) month term of this Agreement, "Year 1 Compensation" (July 1, 2025 to June 30, 2026), compensation shall be \$2,329,260.00, billed at \$194,105.00 per month for each month.

11.2. Future Payments by the CITY. For future years of the contract after Year 1 payments by the CITY for services provided by SDHS shall be as follows:

- a. SDHS will project the costs required to provide animal control, licensing and sheltering services to all the cities under contract with SDHS. SDHS will project costs based on actual historical expenses, adjusted for expected changes in the upcoming contract year. SDHS will track historical statistics by each city under contract with SDHS and will use those statistics to allocate the projected costs to the CITY. The nature of the statistics tracked by SDHS may include, but are not limited to, Animal Intake, Animal Days Sheltered by SDHS, vet provided services, licenses issued and services provided by Humane Law Enforcement Officers. SDHS will also factor in any additional services requested by the CITY that are unique to that CITY and requires additional costs to SDHS.
- b. In order to minimize unexpected year over year fluctuations in compensation required by the CITY, the cost of the Agreement may increase annually, on July 1, by up to the Consumer Price Index (San Diego-Carlsbad, All Urban Consumers) (the "CPI") increase plus 2.0% with a total combined cap of 9%. In the event the cap is exceeded due to the CPI increase, the Parties will meet and confer regarding the compensation amount and at such time determine if this Section 11.2 requires an amendment, which will require City Council action.
- c. By March 31<sup>st</sup> of each year, SDHS will provide the CITY with a schedule showing the CITY's compensation and a breakdown of the types of expenses required in providing services to the CITY. The schedule will include a form, for the CITY to sign and return to SDHS, acknowledging the compensation amount for the upcoming year.

d. In the event SDHS determines that, for efficient and effective operations, the Compensation as calculated pursuant to Section 11.2 (b) is insufficient to operate, then SDHS is required to communicate to the CITY by February 15<sup>th</sup> of each year, and provide the new proposed Compensation. Any increase to Compensation must be agreed upon by both Parties and will require the Agreement to be amended and Council action.

11.3. Other Revenue. SDHS shall be entitled to retain as compensation for the Services: (i) all reasonable user fees, service charges and proceeds collected by SDHS in connection with licensing, impounds, and redemption of domestic animals from the Shelter, (ii) any fines received by SDHS or the CITY arising out of any administrative citations issued by Humane Officers; and (iii) any other non-citation related revenue generated as a result of this Agreement. All user fees and service charges shall not exceed the reasonable cost of providing the service.

12. DISASTER RELIEF SERVICES. SDHS shall be designated the “Essential Support Function/Official Responder” with respect to any disaster to which the CITY is included within the disaster area designated by a governmental agency. SDHS may invoice the CITY for any costs and expenses, including staff overtime and equipment purchases and rentals, incurred by SDHS with respect to additional services provided by SDHS in connection with any disaster relief effort and which are eligible for reimbursement to Federal Emergency Management Agency (“FEMA”) Disaster Assistance Policy 9523.19 or any successor disaster assistance policy promulgated by FEMA. SDHS may also bill for disaster response such as deployment of the Specialized Disaster Response Emergency Team, large and small animal evacuation, and large and small animal sheltering if the CITY has requested assistance. The CITY shall promptly reimburse SDHS for such costs and expenses, provided the CITY has received reimbursements from FEMA. SDHS shall provide any available supporting documentation requested by the CITY for any funding or reimbursement request regarding the disaster that is made to any governmental agency.

13. TERM AND TERMINATION.

13.1. Term. The term of this Agreement shall be for the period of thirty-six (36) months commencing on July 1, 2025 and terminating on June 30, 2028.

13.2. Mutually Agreed Extension. Following the expiration of the initial term of this Agreement, SDHS and CITY may extend this Agreement for two (2) one-year periods with any necessary revisions under the written consent of both Parties, and Council action is required.

13.3. Administrative Extension. Upon the expiration of the term of this Agreement, the Parties retain the right to extend the Agreement for a period of 120 days in order to finalize a new Agreement.

13.4. Termination for Convenience. Either party shall have the right to terminate this Agreement, with or without cause, by providing the other party with one (1) year prior written notice.



13.5. Termination for Cause. At any time during the term of this Agreement, in case of material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party written notice of such breach and demanding that such breach be cured within sixty (60) days (or in the case of defaults in payment of monetary amounts due which are certain in amount and undisputed, thirty [30] days) and, if such breach has not been cured at the end of such period(s), this Agreement shall terminate without the necessity of any party taking any further action. In the event a longer notice or cure period is required by applicable law, the cure period specified in this section or the effective date of termination shall conform to, but not exceed, such requirement.

13.6. Compensation Payable Upon Termination. In the event this Agreement is terminated pursuant to either Section 13.4 or 13.5, so long as SDHS has been providing the services specified herein, SDHS shall be entitled to receive the compensation and fees accrued through the effective date of termination.

14. INDEMNIFICATION. To the fullest extent permitted by law, SDHS shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to any act or omission by SDHS in the performance of Services under this Agreement, and the negligence, recklessness, or willful misconduct of SDHS, its employees, agents, and subcontractors in the performance of Services under this Agreement. SDHS's duty to indemnify under this Section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. SDHS's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorneys' fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this section will survive the expiration or early termination of this Agreement for a period of two (2) years.

15. INSURANCE.

15.1. SDHS shall procure and maintain for the duration of the Agreement 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 and the results of that work by the SDHS, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

15.2. SDHS's liabilities, including but not limited to SDHS's indemnity obligations, under Section 14 of 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.

15.3. **Types and Amounts Required.** SDHS shall maintain, at minimum, the following insurance coverages for the duration of this Agreement:

a. ***Umbrella Liability Policy.*** SDHS shall maintain an Umbrella Liability Policy with an aggregate limit of not less than Ten Million Dollars (\$10,000,000), which limits may be satisfied by a combination of primary and excess liability insurance

b. ***Commercial General Liability ("CGL").*** SDHS shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000 per occurrence and subject to an annual aggregate of \$2,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

c. ***Commercial Automobile Liability.*** SDHS shall maintain Commercial Automobile Liability Insurance for all of the SDHS's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

d. ***Workers' Compensation.*** SDHS shall maintain Workers' Compensation insurance for all of the SDHS's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000 employers' liability coverage. SDHS shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

15.4. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

a. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

b. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

15.5. **Verification of Coverage.** SDHS shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 15. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to

require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

15.6. Subcontractor Coverage. SDHS shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

15.7. CITY Options. SDHS agrees that if it does not keep the aforesaid insurance in full force and effect, the CITY may either: (i) despite section 13, above, immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at SDHS's expense, the premium thereon.

16. CUSTOMARY SERVICES. SDHS shall be permitted without the CITY's prior written consent to enter into agreements with third party providers of services that are customary in the industry to assist SDHS to carry out its day-to-day operations.

17. NON-DISCRIMINATION. SDHS shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. SDHS shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SDHS agrees to post in conspicuous places available to employees, contractors, agents and/or applicants for employment any non-discrimination notices required by law and any non-discrimination notices provided by CITY setting forth the provisions of this non-discrimination clause.

## 18. GENERAL PROVISIONS.

18.1. Entire Agreement. This Agreement comprises the entire agreement between the CITY and SDHS concerning the Services, and supersedes all prior negotiations, representations or agreements.

18.2. Notices. Any notices given under this Agreement shall be in writing and shall be served either: (i) by hand delivery; (ii) by U.S. mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) by transmittal over an electronic transmitting device (with confirmation of receipt), such as facsimile or email, provided that a complete copy of any notice so transmitted shall also be mailed by U.S. mail. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail, postage prepaid. From time to time the parties may designate a new address for purposes of notice hereunder by notice to the

other parties hereto in the manner provided above. Initial notice addresses are as follows:

To the CITY:

City of Oceanside  
Property Management  
300 North Coast Highway  
Oceanside, CA 92054  
Attn: Real Estate Manager  
760-435-5014

To SDHS:

San Diego Humane Society  
5500 Gaines Street  
San Diego, California 92110  
Attn: Julianna Tetlow, Director of Government Relations  
Fax: 619-299-0198  
Email: [JTetlow@sdhumane.org](mailto:JTetlow@sdhumane.org)

With a copy to:

Sheppard, Mullin, Richter & Hampton LLP  
501 W. Broadway, 19<sup>th</sup> Floor  
San Diego, California 92101  
Attn: Whitney Hodges, Esq.  
Email: [whodges@sheppardmullin.com](mailto:whodges@sheppardmullin.com)

18.3. Interpretation; Drafting. This Agreement shall be construed equally as against the Parties hereto and shall not be construed against the party responsible for its drafting. All prior drafts of this Agreement shall be disregarded in construing the intent of any provision contained herein or therein, and such prior drafts shall be inadmissible in any proceeding at which any such provision is to be interpreted.

18.4. Headings. The headings of the articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

18.5. No Third-party Beneficiaries. The covenants contained herein are made solely for the benefit of the parties hereto and successors and assigns of such parties as specified herein, and shall not be construed as having been intended to benefit any third party which is not a party to this Agreement.

18.6. Severability. If any provision of this Agreement or a portion thereof is held, by a court of competent jurisdiction, to be illegal or invalid, such provision or portion thereof shall be deemed to be severed and deleted; and neither such provision, its severance or deletion shall affect the validity of the remaining provisions of this Agreement.

18.7. Modification. This Agreement may be amended, modified or rescinded only by a writing signed by all parties to this Agreement or by their duly authorized agents.

18.8. No Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any such future right or of any other right arising under this Agreement.

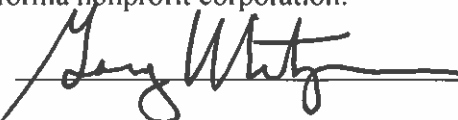
18.9. California Law; Venue. This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Notwithstanding California Civil Code of Procedure § 394, any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California.

18.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties by and through their respective authorized officials,  
have executed this Agreement effective as of the date written above.

**SAN DIEGO HUMANE SOCIETY AND S.P.C.A.,**  
a California nonprofit corporation.

By: 

Name: Gary Weitzman, DVM, MPH, CAWA

Title: President and CEO

Date: 4/16/25

By: 

Name: Michael Lowry

Title: Chief Financial Officer

Date: 4/16/2025

**CITY OF OCEANSIDE,**  
a municipal corporation.

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

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

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

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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego )

On April 14, 2025 before me, Laila M. Maly, Notary Public  
(insert name and title of the officer)

personally appeared Gary Lloyd Weitzman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

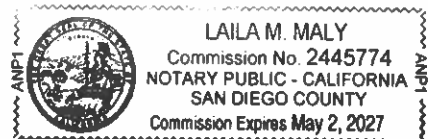
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laila Maly

(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego )

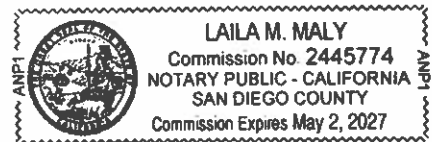
On April 14, 2025 before me, Laila M. Malý, Notary Public  
(insert name and title of the officer)

personally appeared Michael Eugene Lowmy  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laila M. Malý (Seal)





**EXHIBIT A**  
**Community Engagement and Services**

In addition to those Services identified in Section 1 of the Agreement, SDHS may routinely provide the CITY with the additional “Community Engagement and Services.” The services identified below will be provided at no additional cost to the CITY unless otherwise specified and is subject to modification at SDHS’s discretion based on resources and capacity. Such community engagement and additional services may include:

- Public education.
- Animal behavior modification program.
- Pet education classes.
- Community events.
- Disaster response such as:
  - Specialized Disaster Response Emergency Team.
  - Large and small animal evacuation; and
  - Large and small animal sheltering.
- Affordable Community Veterinary assistance programs such as:
  - Spay/Neuter;
  - Vaccinations including rabies clinics; and
  - Microchipping.
  - Wellness Resources
  - Pharmacy Services
  - General medical veterinary care – preventative and basic sick care
    - Ear cleanings
    - Nail Trims
    - Bloodwork

- Deworming
- Owner requested euthanasia.

**EXHIBIT B**  
**Calls for Service – Priority Categories**

Priority Categories	Response Time	Example of Call
Priority 1	ASAP	<p>Persons in Danger</p> <p>Animal in Immediate Danger</p> <p>Urgent Medical Care Needed</p> <p>Animal in Secured Vehicle (“Hot Dog”)</p> <p>Animal Fighting Cases</p> <p>Intentional Cruelty In-Progress</p> <p>Assist Public Safety Agency</p> <p>Bite to Person (Animal Not Contained)</p> <p>Exigent Circumstances</p> <ul style="list-style-type: none"> <li>• Gunshot</li> <li>• Stabbing</li> <li>• Broken Bones</li> <li>• Serious Open Wounds</li> <li>• Visibly Injured/Trapped Animal</li> </ul> <p>Street Sale of Animals (after all other Priority 1 Calls are Handled)</p>
Priority 2	Within 12 Hours	<p>In-Progress Incidents Not Reaching Priority 1</p> <p>Bite to Person (Animal Contained – Reported within 24 Hours)</p> <p>Running-At-Large (In Progress)</p> <p>Abandonment</p> <p>Captured/Caged Animals/Confined Strays</p>

Priority 3	Within 24 Hours	<p>Intentional Cruelty (Not In-Progress)</p> <p>Non-Life Threatening Medical Care Needed</p> <p>Non-Exigent Circumstances</p> <ul style="list-style-type: none"> <li>• Skin Infections</li> <li>• Emaciated</li> <li>• Over-Grown Hooves</li> </ul> <p>Hoarding – No Immediate Emergency</p> <p>After-the-Fact Bite (Reported After 24 Hours)</p>
Priority 4	Within 48 Hours	<p>Check the Well-Being with a Reporting Party</p> <p>No Water (Temperature Dependent)</p> <p>Emaciated (Thin or Bones Showing)</p> <p>Lead/Leash too Short</p> <p>Inadequate or No Shelter</p> <p>Even Sale of Animals (i.e., Flea Markets)</p>
Priority 5	Within 72 Hours	<p>Check the Well-Being – No Reporting Party</p> <p>Running-at-large (Not in Progress)</p> <p>Barking dog complaints</p> <p>Rodeo or Circus Inspections</p> <p>Kennel Inspections</p>

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