

COPY 4/7/07

AGREEMENT FOR ANIMAL CONTROL
SERVICES BETWEEN THE CITY OF LONG BEACH
AND THE CITY OF LOS ALAMITOS

30702

THIS AGREEMENT, made and entered, in duplicate, as of July 17, 2007 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on September 4, 2007, and a minute order of the City Council of the City of Los Alamitos at its meeting held on Nov. 5th, 2007, by and between the CITY OF LONG BEACH (hereinafter "Long Beach"), and the CITY OF LOS ALAMITOS (hereinafter "Los Alamitos").

RECITALS

WHEREAS, Los Alamitos is a charter city authorized to provide animal control services to its residents; and

WHEREAS, the Animal Control Program of Long Beach is able and willing to provide said services for Los Alamitos, and as a Charter City, Long Beach is authorized by Section 111 of its Charter to provide the services described herein to Los Alamitos; and

WHEREAS, Los Alamitos desires to contract with Long Beach for performance through the Animal Control Program of Long Beach of animal control services described herein within the boundaries of Los Alamitos; and

WHEREAS, Long Beach is willing to provide such animal control services to Los Alamitos on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties, the parties agree as follows:

SECTION 1. TERM. This Agreement shall commence at 12:01 a.m. on July 1, 2007, and shall terminate at midnight on June 30, 2008, unless sooner terminated as provided herein.

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ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 SECTION 2. SERVICES.

2 A. Long Beach shall perform animal control services for Los
3 Alamitos, and perform the functions of a Department of Animal Control. In
4 performing said services and functions, Long Beach shall have all of the powers of
5 Los Alamitos as if Los Alamitos were performing same. Long Beach agrees to
6 provide such services to Los Alamitos at the same level that it provides to the
7 residents of Long Beach.

8 B. Services to be provided to Los Alamitos by Long Beach shall
9 include enforcement of the Los Alamitos Municipal Code and the laws of the State
10 of California with respect to animal control.

11 C. In performing the functions of a Department of Animal Control,
12 the Director of the Animal Control Program of Long Beach shall serve as Director
13 of Animal Control for Los Alamitos and shall have the following duties:

14 1. To enforce all Los Alamitos ordinances and state laws
15 within Los Alamitos city limits with respect to the keeping, harboring and
16 disposition of animals;

17 2. To patrol the streets of Los Alamitos whenever possible
18 with designated animal control officers to enforce the provisions of the Los
19 Alamitos Municipal Code relating to dogs running at large and to respond in
20 a timely manner. Emergency service will be available 24 hours a day, 7
21 days a week;

22 3. To investigate cruelty to animals complaints brought to
23 its attention;

24 4. To pick up and impound upon request from an
25 authorized representative of Los Alamitos or any resident of Los Alamitos
26 any stray dogs within the Los Alamitos city limits;

27 5. To maintain prompt pick-up service for injured animals,
28 animals that have bitten, and animals that are an immediate threat to the

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public. "Prompt pick-up" means pick-up within twenty (20) minutes after the request for service is received by Long Beach, but not longer than one hour after the request. Long Beach will achieve prompt pick-up for seventy percent or more of requests for prompt pick-up service during the hours of 8:00 a.m. and 4:30 p.m. Long Beach will also provide routine pick-up service, such as pick-up for stray animals in custody, stray dogs running at large, and dead animals. "Routine pick-up" means pick-up within one hour after receiving the request for service.

Long Beach and Los Alamitos mutually agree and recognize that prompt pick-up and routine pick-up services may be affected by high service demands, by proximity of Long Beach animal control staff to Los Alamitos, and other factors beyond the control of Long Beach. In those situations, Long Beach animal control staff will call the person at Los Alamitos who requested service to provide estimated times for arrival of the staff.

- 6. To issue license tags and license receipts;
- 7. To perform such duties with respect to the control regulation and protection of animals within Los Alamitos as directed from time to time by the City Manager of Los Alamitos;
- 8. To maintain a telephone with listed number which will be answered 24 hours every day;
- 9. To canvass all known households in Los Alamitos during the term of this Agreement to insure that all animals required to be licensed are, in fact, licensed.

D. Long Beach shall operate a public animal shelter located at 7700 East Spring Street, Long Beach, California 90815 to service Los Alamitos throughout the term of this Agreement. Said animal shelter is currently operated by and for Long Beach for its residents. The operation of said animal shelter will

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1 continue at its current level of service or as changed by Long Beach in its
2 discretion.

3 E. Long Beach shall furnish and supply all labor, supervision,
4 equipment and supplies necessary to furnish the level of service to be rendered
5 hereunder. In the event that supplies, stationery, forms, decals, notices, citations,
6 or any other material must be used that carries the name of Los Alamitos, same
7 shall be supplied by Los Alamitos at its own cost and expense.

8 SECTION 3. INDEMNIFICATION. Pursuant to Government Code Section
9 895.4, Long Beach shall indemnify, defend, and hold Los Alamitos harmless from any
10 liability imposed for injury (as defined by Government Code Section 810.8) occurring by
11 reason of any acts or omissions on the part of Long Beach under or in connection with
12 any work, authority, or jurisdiction delegated to Long Beach under this Agreement and
13 Los Alamitos shall indemnify, defend, and hold Long Beach harmless from any liability
14 imposed for injury (as defined by Government Code Section 810.8) occurring by reason
15 of any acts or omissions on the part of Los Alamitos under or in connection with any
16 work, authority, or jurisdiction delegated to Los Alamitos under this Agreement.

17 SECTION 4. FEES.

18 A. For and in consideration of the rendition of services pursuant
19 to this Agreement, Long Beach shall be entitled to and shall retain any and all
20 license fees and other fees relating to animal control, which license fees and other
21 fees shall be set forth in Long Beach's Schedule of Fees and Charges, as
22 periodically established and amended by resolution and as approved by the City
23 Council of Long Beach. In addition, Long Beach shall be entitled to and shall
24 retain all monies that it collects for the impounding, boarding and placement of
25 animals. The license and other fees shall be those set forth in Long Beach's fee
26 resolution, as periodically amended, and as adopted by the Long Beach City
27 Council.

28 B. Los Alamitos shall retain all fines imposed by the Los Alamitos

1 Municipal Code for violations of animal control ordinances.

2 C. In the event and to the extent that the total amount of any and
3 all license fees retained by Long Beach does not equal or exceed Eighty
4 Thousand Seven Hundred Sixty-Four Dollars (\$80,764.00) on June 30, 2008, then
5 Los Alamitos shall pay Long Beach the difference between said total fees and
6 Eighty Thousand Seven Hundred Sixty-Four Dollars (\$80,764.00). Payment of the
7 difference shall be made on or before July 31, 2008. In the event and to the extent
8 that the total amount of all license fees retained by Long Beach exceeds Eighty
9 Thousand Seven Hundred Sixty-Four Dollars (\$80,764.00) on June 30, 2008, then
10 said excess shall be divided equally between Long Beach and Los Alamitos.

11 D. In the event of termination of this Agreement pursuant to
12 Section 7 or Section 9 hereof, Long Beach shall retain fees as compensation for
13 services provided by Long Beach through the effective date of the termination. In
14 the event and to the extent that the total amount of any and all fees retained by
15 Long Beach to the effective date of termination does not equal or exceed Six
16 Thousand Seven Hundred Thirty Dollars (\$6,730.00) for each month that the
17 Agreement has been in effect, then Los Alamitos shall pay Long Beach the
18 difference between the total fees to the effective date of termination and the dollar
19 figure obtained by multiplying Six Thousand Seven Hundred Thirty Dollars
20 (\$6,730.00) times the number of months the Agreement was in effect prior to its
21 early termination. A partial month shall be deemed a full month. Payment of the
22 difference shall be made within thirty (30) days of the effective date of termination.
23 Any excess of said fees shall be paid to Los Alamitos.

24 SECTION 5. ENFORCEMENT. Los Alamitos shall cooperate with Long
25 Beach to the fullest extent possible to enforce all Los Alamitos ordinances relating to
26 animal control and to enable Long Beach to collect the fees due to Long Beach pursuant
27 to this Agreement.

28 SECTION 6. KENNELS. Long Beach will maintain its kennels and animal

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1 shelters in a humane, sanitary condition. Long Beach will give any notices required by
2 law regarding destruction of animals and use humane methods in their destruction. Long
3 Beach does not knowingly sell animals for medical research.

4 SECTION 7. ORDINANCES.

5 A. Los Alamitos shall adopt by reference (in the form of an
6 ordinance) Title 6 of the Long Beach Municipal Code concerning animals to be the
7 animal control ordinance of Los Alamitos. Subsequent changes, amendments,
8 additions, deletions, or revisions to the Long Beach Municipal Code regulating
9 animals will have no force or effect on the animal control ordinances of Los
10 Alamitos without action by the Los Alamitos City Council.

11 B. If the animal control ordinances of Los Alamitos are amended
12 during the term of this Agreement, Los Alamitos shall, within ten (10) days, give
13 notice to Long Beach of such changes. Long Beach shall notify Los Alamitos of
14 any objections to the amendments. If Los Alamitos and Long Beach cannot come
15 to a mutually acceptable agreement concerning the amendments within thirty (30)
16 days of the original notice of Los Alamitos, Long Beach shall have the right to
17 terminate this Agreement by giving thirty (30) days notice to Los Alamitos. In the
18 event of termination, neither party shall have any further obligation under this
19 Agreement except as provided in Section 4.

20 SECTION 8. REPORTS.

21 A. Long Beach shall keep and maintain during the term of this
22 Agreement books and records pertaining to the licensing of animals, collection of
23 fees, impounding of animals, citations issued, warnings issued, and the
24 destruction of animals as these items relate to animals within the city limits of Los
25 Alamitos. Said books and records shall be available for audit and examination by
26 Los Alamitos during normal business hours of Long Beach and on reasonable
27 notice.

28 B. Each month during the term of this Agreement, Long Beach

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1 will inform the City Manager of Los Alamitos of the total dollar amount of license
2 fees collected.

3 C. Long Beach shall maintain a record of all complaints received
4 and furnish the City Manager with a written record of the complaints and the way
5 in which complaints were handled. This information, along with a written report on
6 the operation of the Long Beach Animal Control Program, shall be furnished
7 monthly to the City of Los Alamitos.

8 SECTION 9. TERMINATION. Either party may terminate this Agreement
9 by giving the other party thirty (30) days prior notice, as described in Section 10 below.

10 SECTION 10. NOTICE. Any notice required hereunder or desired to
11 be given by either party shall be in writing and personally served or deposited in the U.S.
12 Postal Service, first class, postage prepaid, addressed to Long Beach at 333 West
13 Ocean Boulevard, Long Beach, California 90802, Attention: Animal Control Program and
14 to Los Alamitos at 3191 Katella Avenue, Los Alamitos, California 90720-5600, Attention:
15 City Manager. Notice shall be deemed given on the date deposited in the mail or on the
16 date personal service is obtained, whichever first occurs.

17 SECTION 11. AMENDMENT. This Agreement shall not be amended,
18 nor any provision or breach hereof waived, except in writing signed by the parties which
19 expressly refers to this Agreement.

20 SECTION 12. PROHIBITION AGAINST SUBCONTRACTORS OR
21 ASSIGNMENT. Long Beach shall not contract with any entity to perform in whole or in
22 part the work or services required hereunder without the express written approval of Los
23 Alamitos. Neither this Agreement nor any interest herein may be assigned or transferred,
24 voluntarily or by operation of law, without the prior written approval of Los Alamitos. Any
25 such prohibited assignment or transfer shall be void.

26 SECTION 13. NON-LIABILITY OF CITY OFFICERS AND
27 EMPLOYEES. No officer or employee of Los Alamitos shall be personally liable to Long
28 Beach, or any successor in interest, in the event of any default or breach by Los Alamitos

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1 or for any amount which may become due to Long Beach or its successor, or for breach
2 of any obligation of the terms of this Agreement; nor shall any officer or employee of Long
3 Beach be personally liable to Los Alamitos, or any successor in interest, in the event of
4 default or breach by Long Beach or for any amount which may become due to Los
5 Alamitos or its successor, or for breach of any obligation of the terms of this Agreement.

6 SECTION 14. CORPORATE AUTHORITY. The person executing
7 this Agreement on behalf of each party hereto warrants that (i) such party is duly
8 organized and existing, (ii) he or she is duly authorized to execute and deliver this
9 Agreement on behalf of such party, (iii) by so executing this Agreement, such party is
10 formally bound to the provisions of this Agreement, and (iv) the entering into this
11 Agreement does not violate any provision of any other agreement to which said party is
12 bound.

13 SECTION 15. ENTIRE AGREEMENT. This Agreement constitutes
14 the entire understanding between the parties and supersedes all other agreements,
15 whether oral or written, with respect to the subject matter herein.

16 SECTION 16. INDEPENDENT CONTRACTOR. In performing
17 services hereunder, Long Beach is an independent contractor and its employees are not
18 employees or agents of Los Alamitos. In that regard, Los Alamitos will not withhold taxes
19 of any kind from fees payable to Long Beach, will not obtain workers' compensation for or
20 on behalf of employees of Long Beach nor provide any of the usual and customary
21 benefits or privileges for employees of Long Beach, including but not limited to
22 compensation.

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1 IN WITNESS WHEREOF, the parties hereto have caused these presents to
2 be duly executed with all the formalities required by law on the respective dates set forth
3 opposite their signatures.

4 CITY OF LOS ALAMITOS, a municipal
5 corporation

6 _____, 2007 By Catherine A. Discolle
Mayor

7 "Los Alamitos"

8 This Agreement is hereby approved as to form on 11-5, 2007.

9
10 By [Signature]
City Attorney

11
12
13 CITY OF LONG BEACH, a municipal
14 corporation

15 6/19/08, 2007/8 By [Signature]
City Manager

16 "Long Beach"

17 This Agreement is hereby approved as to form on June 17, 2007.

18
19 ROBERT E. SHANNON, City Attorney

20 APPROVED AS TO FORM
21 June 17, 2008
ROBERT E. SHANNON, City Attorney
22 By [Signature]
LINDA TRANG
23 DEPUTY CITY ATTORNEY

24
25
26
27
28 By [Signature]
Deputy

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MASTER FEE RESOLUTION

DEPARTMENT: HEALTH AND HUMAN SERVICES

Fee No.	Fee Name	Description	Fee	Per
ANIMAL CONTROL FEES AND SERVICES				
Animal Control Fees				
A001	Redemption of animal previously released by owner	Fee to get back animal that was previously released to animal control by owner	\$10	Day
A002			\$8	Additional day or portion thereof
A010	Pick Up Fee (First Officer)	Fee for one (1) Animal Control Officer to pick up an owner animal	\$40.	First Officer
A011	Pickup Fee (Each Additional Officer)	Fee for each additional Animal Control Officer (after the First Officer) needed to pick up an owner animal	\$30	Each additional officer
A020	Dog Spay and Neuter Fee/Deposit (Rescue Group Only)	Cost to spay/neuter dogs adopted to rescue groups only	Actual cost	Dog
A030	Cat Spay and Neuter Fee/Deposit (Rescue Group Only)	Cost to spay/neuter cats adopted to rescue groups only	Actual cost	Cat
Fees for Impounding				
A040	Impound/Capture Fee	Fee for Animal Control Officer time required to capture and impound an animal (\$30 minimum)	\$30	For each hour (or fraction of an-hour) spent per officer in the capture and impounding
A050	For Dogs	First Impound	\$25	Each dog
A051		Second Impound	\$35	Each dog
A052		Third Impound	\$65	Each dog
A053		Fourth and Subsequent Impounds	\$65 + \$50 per add'l impound after third impound	Each dog
A060	For Livestock (cows, goats, sheep, pigs, etc.)	Fee to impound livestock	\$60	Each animal
A070	Fowl and Birds	Fee to impound fowl and birds	\$20	Each animal
A080	For Cats	First Impound	\$25	Each cat
A081		Second Impound	\$35	Each cat
A082		Third Impound	\$65	Each cat
A083		Fourth and Subsequent Impounds	\$65 + \$50 per add'l impound after third impound	Each cat
Fees for Boarding or Keeping				
A090	Livestock	Fee for board and care of livestock	\$7 + actual cost	Day
A100	Animals, other than livestock and exotic animals	Fee for board and care of animals (dogs, cats, etc.)	\$8	Day
A110	Exotic animals	Fee for board and care of exotic animals	\$5 + actual cost	Day
Dog Tag Fees				
A120	Puppies over 4 months old, but under 12 months old	Puppies under 12 months but over 4 months old can be licensed on a monthly basis. Minimum charge of 8 months or pro-rated for each month accordingly	Prorate A121 - A142	Dog

MASTER FEE RESOLUTION

DEPARTMENT: HEALTH AND HUMAN SERVICES

Fee No.	Fee Name	Description	Fee	Per
A121	12 months - Unaltered	12 month dog license fee for dogs that are Not altered (Not spay/neutered)	\$85	Dog
A122	12 months - Altered	12 month dog license fee for dogs that are altered (spay/neutered)	\$18	Dog
A130	Monthly Portions - Unaltered	Rate includes additional fee for administrative costs	\$5 or fraction	Dog
A131	Monthly Portions - Altered	Rate includes additional fee for administrative costs	\$1.50 or fraction	Dog
A141	Senior Citizen Rate - 12 months	Senior Citizen rate for 12 month dog license fee; applies to one dog/household only and for altered dogs only	\$9	Dog
Penalties				
A150	Dog License Late Fee	Fee for new/renewal dog licenses that are purchased late; applies to unaltered and altered dogs	\$25	Dog
Issue Duplicate Tag				
A170	Duplicate Dog License	Fee to issue duplicate dog license tag (altered/unaltered)	\$5	Tag
Inoculations				
A180	Anti-Rabies	Fee for rabies vaccination	\$7	Vaccination
A190	Distemper/Parvo	Fee for distemper/parvo vaccination	\$14	Vaccination
A195	Bordetella	Fee for bordetella vaccination	\$14	Vaccination
A200	Feline Viral Rhinotracheitis CP	Fee for feline viral rhinotracheitis CP vaccination (cat)	\$14	Vaccination
A210	Microchip	Fee to place microchip in pet	\$25	Animal
Drop Off/Owner Relinquished Animals (Dogs, Cats, Other)				
A215	Placeable dog with current license and placeable cat/other	Fee to release placeable (adoptable) dog with current license and placeable cat/other animal to animal control	\$50	Animal
A216	Non-placeable dog with current license and non-placeable cat/other	Fee to release non-placeable (non-adoptable) dog with current license and non-placeable cat/other animal to animal control	\$70	Animal
A217	Placeable dog without current license	Fee to release placeable (adoptable) dog without current license to animal control - includes license late fee	\$75	Animal
A218	Non-placeable dog without current license	Fee to release non-placeable (non-adoptable) dog without current license to animal control - includes license late fee	\$95	Animal
A219	Commercial trapping relinquishment fee (wildlife)	Fee for commercial trapping businesses to release wildlife	\$25	Animal
A222	Non-resident Owner Relinquishment - Dead/Alive	Fee for non-residents to release an owned animal to animal control	\$100 + applicable relinquishment fee	Animal
A223	Stray/Non-Owner Relinquishment - Dead/Alive	No fee to release stray (not owned) animals to animal control	No charge	
Dead Animal Disposal				
A220	Owner Relinquished Dead Animal Disposal	Fee to dispose of an owner's deceased pet	\$20	Animal
A221	Veterinarian Relinquished Dead Animal Disposal	Fee to dispose of dead animals relinquished by veterinarians - per animal/barrel	\$20	Animal
			\$100	Barrel
A224	Institution (School, Business, Etc.) Relinquished Dead Animal Disposal	Fee to dispose of dead animals relinquished by institutions (school, business, etc.) - per animal/barrel	\$20	Animal

MASTER FEE RESOLUTION

DEPARTMENT: HEALTH AND HUMAN SERVICES

Fee No.	Fee Name	Description	Fee	Per
			\$100	Barrel
A225	Owner Relinquished Large Animal (Livestock, etc.) Disposal	Fee to dispose of owner's large animal (livestock, etc.) carcass	\$100 + cost of actual disposal	Animal
Cat Traps				
A230	Deposit	Deposit fee to rent cat trap; Deposit is forfeited after 30 days if trap is not returned or damaged	\$90	Trap
A240	Rental Charge	Charge to rent cat trap - charge begins on the first day of rental	\$3	Day
A250	Trap Pick-up or Drop-off	Fee for animal control to pick-up or drop-off a trap	\$40	Pick-up/Drop-off
Euthanasia				
A280	Euthanasia	Fee for euthanasia - only for animals that can be immediately euthanized, by law. Additional drop-off fee applies.	\$65	Animal
Permits				
A310	Animal Menagerie (Petting Zoo) 1-3 days	Permit fee for animal menagerie (petting zoo) lasting up to 3 days	\$100	Event
A311	Animal Menagerie (Petting Zoo) 4 + days	Permit fee for animal menagerie (petting zoo) lasting 4 or more days - must purchase annual permit	\$300	Annual
A320	Animal Exhibition (Circus, Rodeo, etc.) First Day (Arrival Day)	Fee for animal control officers to inspect animals on first day/arrival day	\$450	Arrival Day
A321	Animal Exhibition (Circus, Rodeo, etc.) Departure Day	Fee for animal control officers to inspect animals on departure day	\$450	Departure Day
A322	Animal Exhibition (Circus, Rodeo, etc.) Each Additional Day	Permit fee for each day of animal exhibition, except arrival/departure days	\$225	Day
A330	Wild/Exotic Animal - First Animal	Permit fee for first wild/exotic animal - Some reptiles may require a vicious animal permit	\$55	Annual
A331	Wild/Exotic Animal - Each Additional Animal After First	Permit fee for each wild/exotic animal (after first animal) - Some reptiles may require a vicious animal permit	\$15	Annual
A340	Guard Dog Companies	Site permit fee for companies with guard dogs	\$175	Annual
A350	Filming Animals (Movies, Commercials) - First Day	Permit fee for filming animals for movies or commercials	\$100	First Day
A351	Filming Animals (Movies, Commercials) - Each additional day	Permit fee for each additional day of filming	\$25	Additional Day
A352	Filming Animals (Movies, Commercials) - Animal Control Officer time as needed	Fee for Animal Control Officer to remain on location during filming	\$30	Hour
A356	Dog Breeding Permit Application	Fee to process dog breeding permit application - non-refundable	\$200	Application
A357	Dog Breeding Permit	Fee for dog breeding permit - non-refundable	\$300	Annual
A358	Transfer for Sale Permit - Dog Breeders	Permit fee for approved breeders to sell puppies	\$500	Litter
A359	Transfer for Sale Permit - Pet shops	Fee for pet shops to sell/transfer animals	\$500	Annual
A360	Animal related events that promote pure bred animals, such as dog shows	Permit fee for animal related events promoting pure bred animals, such as dog shows	\$1,000	Day
A381	Property Reinspection Fee	Fee to reinspect properties of groups (501(C)(3)) exempt from breeding/transfer application and breeding permit fees	\$50	Reinspection

SCHEDULE OF FEES AND CHARGES

DEPARTMENT: HEALTH AND HUMAN SERVICES

Fee No.	Fee Name	Description	Fee	Per
A362	Animal related events not specified above, such as dog walks, etc.	Fee for events put on by local charities	\$25	Day
A364	Vicious Animal Permit	Permit fee for owners of vicious animals	\$350	Annual
A366	Vicious Animal Re-Inspection	Fee for animal control officers to re-inspect premises where vicious animal resides	\$175	Each Re-inspection
Animal Sales				
A370	Cat Sales	Sales to approved Rescue Groups only - includes all vaccinations	\$17	Cat
A371	Dog Sales	Sales to approved Rescue Groups only - includes all vaccinations	\$25	Dog
Investigative Services				
A372	Court Restitution	Reimbursement for animal control staff time needed to prepare/file court cases	\$30/hr.	Hour spent on case