# OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

# AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF LONG BEACH

#### AND THE CITY OF SIGNAL HILL

## 

THIS AGREEMENT, made and entered, in duplicate, as of April 22, 2010 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held April 20, 2010, and a minute order of the City Council of the City of Signal Hill at its meeting held on \_\_\_\_\_\_, 2010, by and between the CITY OF LONG BEACH (hereinafter "Long Beach"), and the CITY OF SIGNAL HILL (hereinafter "Signal Hill").

#### **RECITALS**

WHEREAS, Signal Hill is a charter city authorized to provide animal control services to its residents, but Signal Hill desires to continue to contract with Long Beach for these services; and

WHEREAS, the Long Beach Bureau of Animal Care Services is able and willing to provide said services for Signal Hill, and as a charter city, Long Beach is authorized by Section 111 of its Charter to provide the services described herein to Signal Hill;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. <u>TERM.</u> This Agreement shall commence at midnight on July 1, 2010, and shall terminate at 11:59 p.m. on June 30, 2012, unless sooner terminated as provided herein. Signal Hill may extend this Agreement for two (2) consecutive additional periods of two (2) years each by giving notice of its desire to extend to Long Beach thirty (30) days prior to the end of the term or any individual extension period. Upon mutual agreement of the parties to the terms of the extension, the parties shall execute an amendment to this Agreement.

///

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

#### 2. SERVICES.

- Long Beach shall perform animal control services for Signal Hill, and perform the functions of a Department of Animal Control. In performing these services and functions, Long Beach shall have all of the powers of Signal Hill as if Signal Hill were performing them. Long Beach agrees to provide these services to Signal Hill at the same level that it provides to the residents of Long Beach.
- B. Services to be provided to Signal Hill by Long Beach shall include enforcement of the Signal Hill Municipal Code and the laws of the State of California with respect to animal control.
- C. In performing the functions of a Department of Animal Control, the Long Beach Bureau of Animal Care Services shall serve as Director of Animal Control for Signal Hill and shall have the following duties:
  - To enforce all Signal Hill ordinances and state laws within Signal Hill city limits with respect to the keeping, harboring and disposition of animals:
  - ii. To patrol the streets of Signal Hill whenever possible with designated animal control officers to enforce the provisions of the Signal Hill Municipal Code relating to dogs running at large and to respond in a timely manner. Emergency service will be available twenty-four (24) hours a day, seven (7) days a week;
  - iii. To investigate cruelty to animals complaints brought to its attention;
  - ίV. To pick up and impound on request from an authorized representative of Signal Hill or any resident of Signal Hill any stray dogs within the Signal Hill city limits;
  - To maintain prompt pick-up service for injured animals, and reasonable pick-up services of not more than twenty-four (24) hours for

dead animals;

- vi. To issue license tags and license receipts;
- vii. To perform such duties with respect to the control, regulation and protection of animals within Signal Hill as directed from time to time by the Director of Community Development and Services of Signal Hill:
- viii. To maintain a telephone with listed number which will be answered twenty-four hours every day;
- ix. To canvass all known households in Signal Hill 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 Signal Hill throughout the term of this Agreement. The animal shelter is currently operated by and for Long Beach for its residents. The operation of the animal shelter will continue at its current level of service or as changed by Long Beach in its discretion.
- E. Long Beach shall furnish and supply all labor, supervision, equipment and supplies necessary to furnish the level of services required by this Agreement. In the event that supplies, stationery, forms, decals, notices, citations, or any other material must be used that carries the name of Signal Hill, they shall be supplied by Signal Hill at its own cost and expense.
- 3. <u>INDEMNIFICATION</u>. Long Beach agrees to indemnify and hold harmless Signal Hill, its agents, employees and officials against any and all claims, demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission of any officer, agent or employee of Long Beach arising from performance pursuant to this Agreement. Signal Hill agrees to indemnify and hold harmless Long Beach, its agents, employees and officials against any and all claims, demands, damages,

17

18

19

20

21

22

23

24

25

26

27

28

1

2

3

4

5

6

7

8

9

liabilities, costs, suits or expenses arising out of any act or omission of any officer or employee of Signal Hill arising from performance pursuant to this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Long Beach shall indemnify, defend, and hold Signal Hill harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Long Beach under or in connection with any work, authority, or jurisdiction delegated to Long Beach under this Agreement and Signal Hill shall indemnify, defend, and hold Long Beach harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Signal Hill under or in connection with any work, authority, or jurisdiction delegated to Signal Hill under this Agreement.

#### 4. FEES.

Α. For and in consideration of the rendition of services pursuant to this Agreement, Long Beach shall be entitled to and shall retain any and all license fees and other fees authorized by the Signal Hill ordinances relating to animal control. In addition, Long Beach shall be entitled to and shall retain all monies that it collects for the impounding, boarding, and placement of animals. A schedule of license and other fees is attached as Exhibit "A" and incorporated by this reference.

B. Signal Hill shall retain all fines imposed by the Signal Hill Municipal Code for violations of animal control ordinances.

#### C. Compensation Schedule.

Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Sixty-Three Thousand Four Hundred Forty-One Dollars (\$63,441) on June 30 of the first year period of July 1, 2010 through June 30, 2011, then Signal Hill shall pay to Long Beach the difference between the total fees and \$63,441. Payment of the difference shall be made on or before

July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds \$63,441 on June 30 of that same year, then the excess shall be divided equally between Long Beach and Signal Hill.

- ii. Year Two (2). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Sixty-Four Thousand Nine Hundred Sixty-Three Dollars (\$64,963) on June 30 of the second year period of July 1, 2011 through June 30, 2012, then Signal Hill shall pay to Long Beach the difference between the total fees and \$64,963. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds \$64,963 on June 30 of that same year, then the excess shall be divided equally between Long Beach and Signal Hill.
- D. <u>Compensation in the Event of Termination</u>. In the event of termination of this Agreement pursuant to Section 7 or Section 9, Long Beach shall retain fees as compensation for services provided by Long Beach through the effective date of the termination.
  - i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination does not equal or exceed Five Thousand Two Hundred Eighty-Seven Dollars (\$5,287) for each month that the Agreement has been in effect until June 30, 2011, then Signal Hill shall pay to Long Beach the difference between the total fees to the effective date of termination and the dollar figure obtained by multiplying \$5,287 times the number of months the Agreement was in effect between July 1, 2010 through June 30, 2011. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days of the effective date of termination. Any

excess fees shall be paid to Signal Hill.

- ii. Year Two (2). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination but prior to June 30, 2012 does not equal or exceed Five Thousand Four Hundred Fourteen Dollars (\$5,414) for each month that the Agreement has been in effect until June 30, 2012, then Signal Hill shall pay to Long Beach the difference between the total fees to the effective date of termination and the dollar figure obtained by multiplying \$5,414 times the number of months the Agreement was in effect between July 1, 2011 and June 30, 2012. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days of the effective date of termination. Any excess fees shall be paid to Signal Hill.
- 5. <u>ENFORCEMENT</u>. Signal Hill shall cooperate with Long Beach to the fullest extent possible to enforce all Signal Hill ordinances relating to animal control and to enable Long Beach to collect the fees due to Long Beach pursuant to this Agreement.
- 6. <u>KENNELS</u>. Long Beach will maintain its kennels and animal shelters in a humane, sanitary condition. Long Beach will give any notices required by law regarding destruction of animals and use humane methods in their destruction. Long Beach does not knowingly sell animals for medical research.

#### 7. ORDINANCES.

- A. Signal Hill shall adopt or has adopted by reference (in the form of an ordinance) Title 6 of the Long Beach Municipal Code concerning animals to be the animal control ordinance of Signal Hill. Subsequent changes, amendments, additions, deletions, or revisions to the Long Beach Municipal Code regulating animals will have no force or effect on the animal control ordinances of Signal Hill without action by the Signal Hill City Council.
  - B. If the animal control ordinances of Signal Hill are amended

during the term of this Agreement, Signal Hill shall, within ten (10) days, give notice to Long Beach of such changes. Long Beach shall notify Signal Hill of any objections to the amendments. If Signal Hill and Long Beach cannot come to a mutually acceptable agreement concerning the amendments within thirty (30) days of the original notice of Signal Hill, Long Beach shall have the right to terminate this Agreement by giving thirty (30) days' notice to Signal Hill. In the event of termination, neither party shall have any further obligation under this Agreement except as provided in Section 4.

#### 8. REPORTS.

- A. Long Beach shall keep and maintain during the term of this Agreement books and records pertaining to the licensing of animals, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by Signal Hill during normal business hours of Long Beach and on reasonable notice.
- B. Each month during the term of this Agreement Long Beach will inform the Director of Community Development and Services of Signal Hill of the total dollar amount of license fees collected.
- C. Long Beach shall maintain a record of all complaints received and furnish the Director of Community Development and Services with a written record of the complaints and the way in which complaints were handled. This information, along with a written report on the operation of the Long Beach Animal Control Program, shall be furnished monthly to the Director of Community Development and Services.
- 9. <u>TERMINATION</u>. Either party may terminate this Agreement by giving to the other party thirty (30) days prior notice, as described in Section 10 below.
- 10. <u>NOTICE</u>. Any notice required or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Long Beach at 333 West Ocean Boulevard, Long

Beach, California 90802 Attention: Bureau of Animal Care Services and to Signal Hill at 2175 Cherry Avenue, Signal Hill, California 90806 Attention: Director of Community Development and Services. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

- 11. <u>AMENDMENT</u>. This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.
- 12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGNMENT. Long Beach shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of Signal Hill. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Signal Hill. Any such prohibited assignment or transfer shall be void.
- officer or employee of Signal Hill shall be personally liable to Long Beach, or any successor in interest, in the event of any default or breach by Signal Hill or for any amount which may become due to Long Beach or its successor, or for breach of any obligation of the terms of this Agreement; nor shall any officer or employee of Long Beach be personally liable to Signal Hill, or any successor in interest, in the event of default or breach by Long Beach or for any amount which may become due to Signal Hill or its successor, or for breach of any obligation of the terms of this Agreement.
- on behalf of each party warrants that (I) such party is duly organized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of such party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering this Agreement does not violate any provision of any other agreement to which a party is bound.
  - 15. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire

# EXHIBIT "A"

Fee No.	Fee Name	Description	Fee	Per
ANIMAL	CARE SERVICES			
ANIMAL	CARE SERVICES FEES			
A001	Redemption of animal previously released by owner	Fee to get back animal that was previously released to animal control by owner	\$25	Per Animal
A010	Pickup/Impound/Capture Fee (First Officer)	Fee for one (1) Animal Control Officer to pick up an owner animal	\$60	First Officer
A011	Pickup/Impound/Capture Fee (Each Additional Officer per hour or fraction thereof)	Fee for each additional Animal Control Officer (after the First Officer) needed to pick up an owner animal	\$60	Each additional Officer
A020	Dog Sales (Rescue Groups Only)	Spay and neuter cost for rescue groups only	Actual Costs	Dog
A030	Cat Sales (Rescue Group Only)	Spay and neuter cost or rescue groups only	Actual Cost	Cat
FEES FC	R IMPOUNDING			
A050	For Dogs	First Impound	\$35	Each dog
A051	For Dogs	Second Impound	50	Dog
A052	For Dogs	Third Impound	\$100	Dog
A053	For Dogs	Fourth and Subsequent Impounds	\$100 + \$50 per add'l impound after third impound	Dog
A080	For Cats	First Impound	\$35	Each cat
A081	For Cats	Second Impound	\$50	Each Cat
A082	For Cats	Third Impound	\$100	Each Cat
A083	For Cats	Fourth and Subsequent Impounds	\$100 + \$50 per add'l impound after third impound	Each cat
A060	For Livestock (cows, goats, sheep, pigs, etc.)	Fee to impound livestock	\$75	Each animal
A070	Fowl and Birds	Fee to impound fowl and birds	\$35	Each animal
DOG, NO	NSPAYED OR UNNEUTERED WHEN	<b>IMPOUNDED</b>		. to helia
A054	First Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$35	Each dog
A055	Second Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$50	Each dog
A056	Third and Subsequent Violations (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (FA 30804.7)	\$100	Each dog
CAT, NO	NSPAYED OR UNNEUTERED WHEN I	MPOUNDED		
A084	First Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$35	Each Cat
A085	Second Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$50	Each Cat
A086	Third and Subsequent Violations (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$100	Each Cat
FEES FO	R BOARDING OR KEEPING			
A090	Livestock	Fee for board and care of livestock	\$35 + actual cost	Per Animal Per Day

Fee No.	Fee Name	Description	Fee	Per
A100	Animals (other than livestock and exotic animals)	Fee for board and care of animals (dogs, cats, etc.)	\$14	Per animal, per day
A110	Exotic animals	Fee for board and care of exotic animals	\$15 + actual cost	Per animal, per day
DOG TA	GIFEES			
A121	12 months (Unaltered)	12 month dog license fee for dogs over four months old that are Not altered (Not spay/neutered)	\$90	Dog
A122	12 months (Altered)	12 month dog license fee for dogs over four months old that are altered (spay/neutered)	\$20	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	\$10	Dog
PENALTI	ES CONTRACTOR OF THE CONTRACTO		Yeştiği	
A150	Dog License Late Fee	Fee for new/renewal dog licenses that are purchased late; applies to unaltered and altered dogs	\$30	Per Year, Per Dog
	UPLICATE TAG			
A170	Duplicate Dog License	Fee to issue duplicate dog license tag (altered/unaltered)	\$10	Dog
	ATIONS AND MEDICAL CARE			
A180	Anti-Rabies	Fee for rabies vaccination	\$10	Vaccination
A190	Distemper/Parvo	Fee for distemper/parvo vaccination	\$15	Vaccination
A195	Bordetalla	Fee for bordetalla vaccination	\$15	vaccination
A200	Feline Viral Rhinotracheitis CP	Fee for feline viral rhinotracheitis CP vaccination (cat)	\$15	Vaccination
A210	Microchip	Fee to place microchip in pet	\$20	Animal
A211	Medical Treatment	Charge for additional medical treatment for impounded animals. This including grooming and miscellaneous medical treatment above and beyond normal impound procedures, including grooming or administering veterinarian mandated medical treatment, including pharmeceuticals. This is an hourly charge, with a minimum 1 hour per occurence	\$35	Per Hour, Minimum 1 hour
DROP O	FF/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	<b>\$</b> 75	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 care services (Includes: \$75 release fee; \$30 euthanasia fee).	\$105	Animal
A217	Placeable dog without current license	Fee to release placeable (adoptable) dog without current license to animal care services (Includes: \$75 release fee; \$30 license penalty fee)	\$105	Animal
A218	Non-placeable dog without current license	Fee to release non-placeable (non-adoptable) dog without current license to animal care services (Includes: \$75 release fee; \$30 license penalty; \$30 euthanasia fee).	\$135	Animal
A219	Commercial trapping relinquishment fee (wildlife)	Fee for commercial trapping businesses to release wildlife	<b>\$</b> 75	Animal
A220	Non-resident Owner Relinquishment - Dead/Alive	Fee for non-residents to release an owned animal to animal care services (includes category above plus \$100 penalty)	\$100 penalty + applicable relinquishment fee	Animal

Fee No.	Fee Name	Description	Fee	Per
A221	Stray/Non-Owner Relinquishment - Dead/Alive	No fee to release stray (not owned) animals to animal control	<b>\$</b> 0	No Fee
DEAD AN	IIMAL DISPOSAL			
A222	Owner Relinquished Dead Animal and Disposal	Fee to dispose of an owner's deceased pet	\$25	Animal
A223	Veterinarian Relinquished Dead Animal and Disposal	Fee to dispose of dead animals relinquished by veterinarians - per animal/barrel	\$25	Animal
A224	Veterinarian Relinquished Dead Animal and Disposal	Barrel	\$100	Barrel
A225	Institution (School, Business, Etc.) Relinquished Dead Animal and Disposal	Fee to dispose of dead animals relinquished by institutions (school, business, etc.) - per animal/barrel	\$25	Animal
A226	Institution (School, Business, Etc.) Relinquished Dead Animal and Disposal	Barrel	\$100	Barrel
A227	Owner Relinquished Large Animal (Livestock, etc.) Disposal	Fee to dispose of owner's large animal (livestock, etc.) carcass	Cost of actual disposal plus \$20 admin fee	Animal
CAT TRA	NPS (Figure 1) and a state of the second			
A230	Deposit (covers replacement cost of	Deposit fee to rent cat trap; Deposit is forfeited after 30 days if trap	\$100	Trap
7200	trap and tax)	is not returned or damaged		
A240	Rental Charge (per day of use)	Charge to rent cat trap - charge begins on the first day of rental	<b>\$</b> 5	Day
A250	Trap Pick-up or Drop-off (includes officer time)	Fee for animal control to pick-up or drop-off a trap	\$60	Pick-up/Drop Of
EUTHAN				
A260	Euthanasia	Fee for euthanasia - only for animals that can be immediately euthanized, by law. Additional drop-off fee applies.	\$50	Animal
PERMITS			er er en jord film die	Life Modeling
A310	Animal Menagerie (petting zoos, parades, weddings, promotions, dog walks and events put on by local charities)	Includes: minimum fees for admin time plus officer time of a minimum of 1 hour per day	\$100	Day
A320	Animal Exhibitions (circus, rodeos, battle re-enactments, dog shows promoting pure-bred animals and breeding etc.)	Fee for a minimum of (2) animal control officers for a minimum of (8) hours per day to monitor and enforce animal laws and administration time	\$1,000	Day
A330	Possession of Exotic Animal (First Animal)	Permit fee for first exotic animal (includes officer inspection and administration of permit)	\$75	Annual
<b>A331</b>	Possession of Exotic Animal (Additional Animal)	Permit fee for additional exotic animals (includes officer inspection on additional animals and administration of permit)	\$25	Annual
4340	Guard Dog Companies	Site permit fee for companies with guard dogs	\$150	Annual
A350	Filming Animals (movies, commercials)	Permit fee for animal menagerie (petting zoo) (Includes: admin time plus officer time of a minimum of 1 hour per day	\$100	Day
A352	Filming Animals (movies, commercials)	Fee for Animal Control Officer to remain on location during filming @ \$55 per hour	\$60	Hour
A356	Dog Breeding Permit Application	Fee to process dog breeding permit application - non-refundable (as stated in municipal code)	\$200	Application

Fee No.	Fee Name	Description	Fee	Per
\357	Dog Breeding Permit	Fee for dog breeding permit - non-refundable (as stated in municipal code)	\$300	Annual
A358	Transfer for Sale Permit (dog breeders)	Permit fee for approved breeders to sell puppies (as stated in municipal code)	\$500	Litter
A359	Transfer for Sale Permit (pet shops)	Fee for pet shops to sell/transfer animals (as stated in municipal code)	\$500	Annual
<b>\361</b>	Property Reinspection Fee	Fee to reinspect properties of groups [501(C)( 3)]exempt from breeding/transfer application and breeding permit fees]	\$60	Reinspection
\364	Vicious Animal License (initial)	License fee for owners of vicious animals includes the cost of hearing officer and associated costs, investigative hours, property inspection, license, spay & neuter. Does not include boarding fees, quarantine and penalities.	\$1,000	Annual
4366	Vicious Animal License Renewal and Re-Inspection	Fee for animal control officers to re-inspect premises where vicious animal resides	<b>\$7</b> 5	Reinspection
NVESTIC	GATIVE SERVICES			
\372	Court Restitution	Reimbursement for animal control staff time needed to prepare/file court cases (per hour)	\$60	Hour
	IECK FEES			
PC1	Veterinary Clinic	Fee charged for plan review on new/remodel veterinary clinics	\$150	Plan Check
ET SHO				
APC2	Pet Shops with less than 12 animals for sale	Fee charged for plan review on new/remodel pet shops	\$150	Plan Chack
\PC3	Pet Shops with 12+ animals for sale	Fee charged for plan review on new/remodel pet shops	\$250	Plan Check
APC4	Pet Groomers	Fee charged for plan review on new/remodel pet grooming facilities	\$150	Plan Check
KENNEL	/ DAYCARE		tediat	
APC5	Facilities with animal occupancy of less than 25	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$150	Plan Check
APC6	Facilities with animal occupancy between 25 - 75	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$250	Plan Check
APC7	Facilities with animal occupancy of 75+	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$350	Plan Check
HORSE S	STABLES		la jaga .	
APC8	Boarding stables - less than 12 horses	Fee charged for plan review of new/remodel horse stables	\$150	Plan Check
APC9	Boarding stables - between 12 -25 horses	Fee charged for plan review of new/remodel horse stables	\$250	Plan Check
APC10	Boarding stables - more than 25 horses	Fee charged for plan review of new/remodel horse stables	\$350	Plan Check
	TRATIVE PENALTIES FOR LONG BEA			
OOG LIC	ENSING AND FOWL, RABBITS & GOA			
4400	First Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$50	Violation
A401	Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$100	Violation

DEPA	RTMENT: HEALTH & HUN	IAN SERVICES		
Fee No.	Fee Name	Description	Fee	Per
A402	Subsequent Violations	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$250	Violation
ANIMAL	SHELTER, RABIES CONTROL, POLICE	E ANIMALS & ANIMAL REGULATIONS		
A403	First Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$100	Violation
A404	Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$200	Violation
A405	Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$500	Violation
ANIMAL	BREEDING & TRANSFER		in the second se	
A406	First Violation - Alters animal	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$350	Violation
A407	Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$700	Violation
A408	Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$1,000	Violation
VICIOUS	ANIMAL PENALTIES			
A413	First Violation - Failure to Surrender Vicious Animal	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$350	Violation
A414	Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$700	Violation
A415	Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$1,000	Violation
A416	First Violation - Violation of Vicious Animal Rules	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$350	Violation
A417	Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$700	Violation
A418	Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$1,000	Violation
A419	Deposit: Vicious Animal Appeal Process	Security deposit held for parties declared vicious. Deposit is refunded if the appeal is granted.	Cost of Citation plus \$1,050	Appeal
A420	Deposit: Administrative Citation Appeal Process	Security deposit held for parties who request an appeal hearing for the issuance of an Administrative Citation. Deposit is refunded if the appeal is granted.	Cost of Citation plus \$450	Appeal

September 8, 2009