

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF TEMECULA AND CALIFORNIA RANCH COMPANY (CRC)**

**LARGE ANIMAL CARE DURING EMERGENCIES AND DISASTERS**

This Memorandum of Understanding ("MOU") is made and effective as of **18 November 2025** between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and California Ranch Company (CRC) (hereinafter referred to as "Supplier"). In consideration of the purposes and agreements set forth herein, the parties agree as follows:

**1. RECITALS**

The parties agree that this MOU is made with respect to the following facts and purposes:

- a. It is necessary that all of the resources and facilities of cooperating agencies be made available to prevent and combat the effects of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot.
- b. The purpose of this MOU is to document the relationship between the City and the Supplier in the event of an emergency. The parties hereto desire to coordinate a program of emergency or diaster relief to ensure preservation of animal life (equestrian, livestock, small animal) and to protect the public health and welfare by providing emergency animal care by means of this MOU.
- c. In the event of an emergency or diaster, the City may call upon the California Ranch Company, to provide the list of services presented in Section 3.B. below.

**2. TERM**

- a. This MOU shall commence on **18 November 2025** and shall remain in effect for the duration of five (5) years, unless terminated earlier.
- b. The City Manager may terminate this MOU for any reason, with or without cause, upon ten (10) days written notice to Supplier at the address listed in Section 4.
- c. Renewal: The Parties by mutual agreement may extend the term of this MOU by amendment.

**3. SERVICES**

- a. The Supplier will accept the responsibility for coordinating animal relief efforts in cooperation with the City of Temecula and to assist members of the public needing animal-related services during an emergency or disaster.
- b. Supplier is willing, but not obligated, to provide the following efforts in the event of an emergency or disaster which include but are not limited to:
  - Setup of temporary animal relief shelters
  - Aid in the evacuation of animals
  - Aid in the rescue of abandoned, stranded or any other effected animals in distress
  - Coordination of initial first aid veterinary care for sick and injured animals

- Coordination of animal food, supplies and any other donations
- Limited transportation of animals
- Reuniting animals with proper caregivers
- Implementation of an intake / outtake process for the registration of animals for emergency care
- Implementation of record keeping and identification system for animals and their owners
- Provide daily reporting of the status of operations to the City of Temecula Office of Emergency Management with the following information
  - Site information
    - Name of shelter
    - Lead agency
    - Site address
    - Number of animals in occupancy
    - Number of new animals in occupancy
    - Capacity by species and animal type
    - Percentage of capacity filled
    - Name of site manager and point-of-contact information
    - Site status (e.g. open, closed, stand-by)
- Upon activation of services, develop a system to account for all expenditures (receipts, statements, payroll, etc.) to ensure the proper documentation of such support for the purposes of reimbursement
- Providing lost and found information to the public in coordination with the City of Temecula

c. The Supplier will provide this service as needed, and when available, if called upon by the City of Temecula during times of emergency. The Supplier is not required to provide assistance if they determine that they do not have sufficient resources to do so at that time.

d. Other agencies involved with animal rescue will be allowed to work under the direction of the Supplier and in collaboration with Riverside County Animal Services and the City's animal care contractor, Animal Friends of the Valley. The Supplier will coordinate with all other animal rescue groups and individuals and reserves the right to deny assistance from any animal rescue group or individual.

e. In the event of any situation requiring emergency or disaster response, the Supplier acknowledges they must provide animal relief assistance through the direction of the Standardized Emergency Management System (SEMS), which will be implemented and supported by the City of Temecula's Office of Emergency Management. All actions of the Supplier will be coordinated with the City of Temecula during an emergency or disaster.

f. Each party agrees to participate in meetings and drills related to disaster relief and animal evacuation.

g. The City of Temecula, through its Office of Emergency Management, agrees to furnish educational materials and appropriate training related to the management of animals in a disaster.

h. In the event the Supplier undertakes to provide the services described in Section 3.B. to the City, Supplier shall comply with the terms of this MOU.

1) The procedure for requesting services in the event of an emergency is set forth as follows:

2) City Manager or his designee shall submit a written Request for Services ("Request") to the individual described in Section 4.A. The Request shall include a description of the services to be completed. The request shall also include the time and place for the completion of the work. Within two (2) hours of the Request, Supplier shall respond in writing to the Request and advise the City Manager or his designee whether the work can be performed.

3) The City Manager or his designee may transmit the Request orally to the Supplier. As soon as practical following the emergency, the Supplier and City Manager shall in good faith confirm in writing the scope of the emergency work undertaken.

4) Supplier shall specify the cost of material which will be required and the estimated cost of labor and equipment necessary to complete the work in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B, Payment Rates and Schedule**, to this Agreement.

5) Upon acceptance of the Supplier's response by the City Manager, the Supplier shall proceed with the work. The performance of the work shall be pursuant to the terms of this MOU.

#### **4. CONTACT INFORMATION**

a. In the case of an emergency, the Supplier shall have an available contact person 24 hours a day, 7 days a week. Information of such contact person is:

Mr. Bob Brown  
310-261-1739 or Bob@CRCTemecula.com  
43101 Anza Road, Temecula, Ca 92592

b. Supplier shall contact the City to update information when there is a change.

c. Supplier shall establish and maintain an EOC (disaster) account via the City's Supplier Registration System.

#### **5. PAYMENT**

a. Each party agrees to participate without assurance of cost recovery.

b. The City agrees to pay Supplier in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B, Payment Rates and Schedule**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in **Exhibit B**, other than the payment rates and schedule of payment, are null and void.

c. Supplier shall submit invoices monthly for actual services performed. For all reimbursements authorized by this MOU, Supplier shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

d. Payments to Supplier shall not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00), during the term of this Agreement. Additional funding required beyond the \$100,000.00 will require the approval of the City Council.

## **6. RELEASE OF INFORMATION**

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

## **7. INDEMNIFICATION**

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

## **8. INSURANCE REQUIREMENTS**

Supplier shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Supplier, its agents, representatives, employees, or subcontractors.

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

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Supplier has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Supplier must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Supplier is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Supplier's products and completed operations of the Supplier; premises owned, occupied or used by the Supplier. General liability coverage can be provided in the form of an endorsement to the Supplier Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Supplier insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Supplier's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Supplier may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City

of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Supplier's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Supplier.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Supplier shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Supplier, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Supplier shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Supplier's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9. GENERAL PROVISIONS**

a. Supplier is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Supplier shall at all times be under Suppliers' exclusive direction and control. Supplier shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City.

a. The Supplier shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

b. No officer, or employee of the City of Temecula participating in the making or administration of this MOU shall have any financial interest, direct or indirect, in this MOU, the proceeds thereof, the Supplier during his/her tenure or for one year thereafter. The Supplier hereby warrants and represents to the City that no officer or employee of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Supplier. Supplier further agrees to notify the City in the event any such interest is discovered.

c. This MOU contains the entire understanding between the parties relating to the obligations of the parties as specifically described in this MOU. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this MOU and shall be of no further force or effect. Each party is entering into this MOU based solely upon the representations set herein and upon each party's own independent investigation of any and all facts such party deems material.

d. The person or persons executing this MOU on behalf of Supplier warrants and represents that he or she has the authority to execute this Agreement on behalf of the Supplier and has the authority to bind Supplier to the performance of its obligations hereunder.

e. Liability for response pursuant to mutual aid and declarations of emergency pursuant to the Emergency Services Act, Article 9.5, Section 8607; Article 10, Section 8610; Article 11, Sections 8615-8618 et seq; Article 13, Section 8625 et seq; Article 15, Section 8630 et seq. are potentially subject to the Emergency Services Act, Article 17, Section 8655 et seq.

f. In the event an emergency/disaster requires aid from outside the jurisdiction of the City of Temecula, this shall be coordinated and obtained from the Riverside County Operational Area according to the Standardized Emergency Management System (SEMS).

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

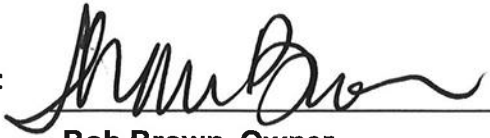
h. Representatives of the City of Temecula and the CRC will, on a bi-annual basis, on or around the anniversary date of this agreement, jointly evaluate and update this MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA**

**CALIFORNIA RANCH COMPANY, a California  
limited liability company**

By: \_\_\_\_\_  
**Brenden Kalfus, Mayor**

By: \_\_\_\_\_  
**Bob Brown, Owner**

**ATTEST:**

By: \_\_\_\_\_  
**Randi Johl, City Clerk**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Peter M. Thorson, City Attorney**

**CONTRACTOR**

\_\_\_\_\_  
**California Ranch Company (CRC)**  
\_\_\_\_\_  
**Bob Brown**  
\_\_\_\_\_  
**43101 Anza Road, Temecula, Ca 92592**  
\_\_\_\_\_  
**310-261-1739**  
\_\_\_\_\_  
**Bob@CRCTemecula.com**  
\_\_\_\_\_

**City Purchasing Mgr.  
Initials and Date:**  


# EXHIBIT A

## Party Contact Information and Primary Points of Contact

The primary points of contact in each party will be responsible for the implementation of the MOU in their respective party, coordinating activities between parties, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other parties provided written notice of the change. When Exhibit A is updated in writing, the revised Exhibit shall be inserted into this MOU and the MOU does not need to be signed again.

### Relationship Manager Contact

The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

| City of Temecula Fire Department (Riverside County / CAL Fire) |                                  |
|----------------------------------------------------------------|----------------------------------|
| Contact                                                        | John Crater                      |
| Title                                                          | Division Chief, City of Temecula |
| Office Phone                                                   | (951) 693-5106                   |
| Cell Phone                                                     | (760) 219-6514                   |
| E-mail                                                         | john.crater@fire.ca.gov          |

| California Ranch Company (CRC) |                     |
|--------------------------------|---------------------|
| Contact                        | Mr. Bob Brown       |
| Title                          | Owner               |
| Office Phone                   | 951-291-7150        |
| Cell Phone                     | 310-261-1739        |
| E-mail                         | BOB@CRCTEMECULA.COM |

## Operational Contact

The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in this MOU.

| City of Temecula Office of Emergency Management |                             |
|-------------------------------------------------|-----------------------------|
| Contact                                         | Mikel Alford                |
| Title                                           | Emergency Manager           |
| Office Phone                                    | (951) 693-3971              |
| Cell Phone                                      | (951) 491-9037              |
| E-mail                                          | mikel.alford@TemeculaCA.gov |

## EXHIBIT B

### Payment Rates and Schedule

| Line Item # | Description                                                                                                                                                                | Unit   | Unit Price |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|
| 1           | Employee Wages (Regular)                                                                                                                                                   | Hour   | \$35.00    |
| 2           | Employee Wages (Overtime)                                                                                                                                                  | Hour   | \$45.00    |
| 3           | Temporary Staff Wages (Seasonal / Excess)                                                                                                                                  | Hour   | \$25.00    |
| 4           | Water Use (Project Rate) (Current Rate)                                                                                                                                    |        |            |
| 5           | Electricity (Excessive Use) (Current Rate)                                                                                                                                 |        |            |
| 6           | Hay                                                                                                                                                                        | Bale   | \$30.00    |
| 7           | Waste Removal (40 yard roll off)                                                                                                                                           | Each   | \$1,200.00 |
| 8           | Meals (Breakfast/Lunch/Dinner)                                                                                                                                             | Each   | \$20.00    |
| 9           | Fuel (Diesel)                                                                                                                                                              | Gallon | \$5.55     |
| 10          | Stall / Stable Bedding                                                                                                                                                     | Bag    | \$15.00    |
| 11          | Miscellaneous Items<br>Miscellaneous Items will be charged on a case-by-case basis. Any additional expenses outside the scope of this Exhibit must be approved by the City |        |            |
|             |                                                                                                                                                                            |        |            |
|             |                                                                                                                                                                            |        |            |

# EXHIBIT C



## City of Temecula

### Office of Emergency Management

41000 Main Street • Temecula, CA 92590

Phone (951) 693-3971 • TemeculaCA.gov/OEM

### Request for Services

**Notice to Proceed [INSERT NUMBER] – [INSERT CONTRACTOR NAME]**

**Title: [INSERT DISASTER YEAR & NAME] Large Animal Emergency / Disaster Care**

**SERVICES NEEDED:** In compliance with the Memorandum of Understanding (MOU) dated [INSERT DATE] the purpose of this Request for Services (RFS) is to activate and provide large animal care for the [INSERT DISASTER YEAR & NAME] in [JURISDICTION].

The following services are requested:

- Setup of temporary animal relief shelters
- Aid in the evacuation of animals
- Aid in the rescue of abandoned, stranded or any other effected animals in distress
- Coordination of initial first aid veterinary care for sick and injured animals
- Coordination of animal food, supplies and any other donations
- Limited transportation of animals
- Reuniting animals with proper caregivers
- Implementation of an intake / outtake process for the registration of animals for emergency care
- Implementation of record keeping and identification system for animals and their owners
- Provide daily reporting of the status of operations to the City of Temecula Office of Emergency Management with the following information
  - Site information
    - Name of shelter
    - Lead agency
    - Site address
    - Number of animals in occupancy
    - Number of new animals in occupancy
    - Capacity by species and animal type
    - Percentage of capacity filled
    - Name of site manager and point-of-contact information
    - Site status (e.g. open, closed, stand-by)
- Upon activation of services, develop a system to account for all expenditures (receipts, statements, payroll, etc.) to ensure the proper documentation of such support for the purposes of reimbursement
- Providing lost and found information to the public in coordination with the City of Temecula

According to CAL FIRE, the [INSERT DISASTER] has required the evacuation of approximately [INSERT NUMBER] homes and approximately [INSERT NUMBER] of large animals.

**CONTRACT TERM:** The term of this Agreement is currently unknown. the anticipated start date is [INSERT DATE], subject to the [USER AGENCY]'s Notice to Proceed.

**RESPONSE DEADLINE:** Contractor must acknowledge and respond to a written User Agency request for services within twenty-four (24) hours of the request unless a different response timeframe is specified by the User Agency. Should the contractor require additional time to make its decision, it should notify [USER AGENCY] and request an extension. The Contractor must provide services within seventy-two (72) hours of accepting a request for services, unless otherwise specified by the User Agency.

**INVOICING AND PAYMENT:** The City agrees to pay the contractor in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Contractor shall submit invoices monthly for actual services performed. For all reimbursements authorized by the RFS and the MOU, Supplier shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50).