

CITY OF SAN MARCOS ANIMAL CONTROL SERVICES AGREEMENT

This Agreement is made this 30th day of September, 2014 between the City of San Marcos, a municipal corporation, in the County of San Diego, State of California, referred to as "the City" and the San Diego Humane Society and SPCA, a California non-profit corporation, referred to as "Contractor."

Whereas the current Agreement between the City and the Escondido Humane Society will expire June 30, 2014; and

Whereas, the Escondido Humane Society and the San Diego Humane Society and SPCA plan to merge; and

Whereas It has been determined to be in the City's best interest to retain professional services to provide animal control and sheltering services; and

Whereas, Contractor has operated animal shelters and performed animal field services; and desires to perform animal control services for the City as an independent contractor; and

Whereas Contractor has demonstrated its competence and professional qualifications necessary for the satisfactory performance of services contained herein by virtue of its experience, training and expertise and is considered competent to perform the necessary professional services for City; and

Whereas, the purpose of this Agreement is to ensure the proper, humane and efficient regulating of the 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 regulating, licensing, impounding and disposition of dogs, cats and other domesticated animals within the City.

Now, therefore, it is agreed that:

1. Description of Services: Contractor will furnish all of the animal control and sheltering services ("Services") described in "Attachment A," which is attached and incorporated by this reference. The scope of Services shall be reviewed and updated annually at the mutual agreement of the parties. Contractor also provides humane sheltering and adoption services as part of its mission as a non-profit organization. These services are outside of the scope of this Agreement, and the

parties acknowledge Contractor's independent authority and autonomy over the delivery of such services.

2. Term and Time of Performance: This Agreement shall commence on July 1, 2014 and shall terminate on June 30, 2016, unless it is terminated pursuant to Paragraph 17 (Termination for Cause by City) and 18 (Termination for Cause by Contractor) or 19 (Termination for Convenience). This Agreement shall be automatically extended for a one-year period, on two occasions, unless either party exercises a right of termination.
3. Compensation: The City shall pay Contractor in accordance with the conditions specified in "Attachment B" which is incorporated herein by this reference. No compensation will be provided for any other tasks without specific prior written consent from the City. Payment for Services rendered shall occur monthly, within 30 days of receipt by City of a written invoice from Contractor. Any breach of this Agreement will relieve City from the obligation to pay the Contractor, if the Contractor has not corrected the breach after City provides notice and a reasonable time to correct it.
4. Performance: Contractor must faithfully perform all Services in a proficient manner, to the satisfaction of the City.
5. Controlling Ordinance: The provision of animal service within City's jurisdictional limits is presently governed by Title Six of the San Marcos Municipal Code, and by Chapter 6, Division 2 of Title 6 of the San Diego County Code of Regulatory Ordinances ("County Ordinance"). This Agreement shall be carried out consistent with such laws. Exceptions and additions to the County Ordinance and the Municipal Code shall be made at the City's sole discretion, with notice to Contractor of any such changes.
6. City Property: All original documents, drawings, electronic media, and other material prepared by Contractor under this Agreement immediately becomes the exclusive property of the City, and may not be used by Contractor for any other purpose without prior written consent of the City.
7. Records: All records generated by Contractor pursuant to this Agreement shall be open for City's inspection during reasonable business hours.
8. Confidentiality: All information received by the Contractor from the City that relates to the City's nonpublic information shall be considered confidential, as will information clearly marked "confidential." The Contractor shall not disclose or sell such confidential information to anyone but personnel who are performing Services for the City under this Agreement. The City's dog-licensing database is information that shall be confidential and not be disclosed without written consent of the City. The City shall notify Contractor of any additional information provided to the Contractor to the City that the City considers confidential.
9. Insurance Requirements:
 - a. Policies:

Contractor shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies admitted or authorized in the State of California to transact the insurance business in the class of the type provided and shall have a general policyholder's rating of not less than an "A" and a financial size of ten million dollars (\$10,000,000) (currently Class V) or better in the most current A.M. Best's Key Rating Guide; which standards shall be met by such the issuing company and not by means of the standing or assets of their parent, subsidiary or affiliate entities:

- (1) Comprehensive General Liability. Coverage shall include premises-operations, products/completed operations (10 years), broad form property damage, personal injury, bodily injury and blanket contractual liability, shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits, there shall be no cross-liability exclusion, there shall be no land subsidence exclusion, and there shall be no prohibition against payment of a SIR or deductible in the event of the named insured's failure to do so, in the following coverage amounts:

General Liability \$1,000,000 per person per occurrence;

\$2,000,000 annual aggregate combined;

\$1,000,000 property damage or bodily injury occurrence.

- (2) Automobile Liability. Coverage shall include owned, hired and non-owned vehicles, shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits, there shall be no cross-liability exclusion, and there shall be no prohibition against payment of a SIR or deductible in the event of the named insured's failure to do so, in the following coverage amounts:

Auto Liability \$1,000,000 per person per occurrence;

\$1,000,000 property damage or bodily injury per occurrence.

- (3) Workers' Compensation Insurance.

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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.

b. The Contractor shall require each Subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each Subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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."

10. Endorsements

Endorsements shall be obtained so that each policy contains the following four provisions, the wording for which shall be to the satisfaction of the City Attorney:

- (1) Additional Insured (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.)

"City of San Marcos, City of San Marcos as Successor Agency to the San Marcos Redevelopment Agency and their elected and appointed boards, officers, agents and employees are additional insureds with respect to this subject project and contract with City."

- (2) Preferred Forms

General Liability: CG 2010 11 85, CG 2037 1001 or equivalent

- (3) Notice

"Said policy shall not terminate, nor shall it be canceled or reduced in coverage without thirty (30) days' written notice to the City of San Marcos."

- (4) Primary Coverage

"The policy provides primary coverage to City of San Marcos and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City of San Marcos."

- (5) Waiver of Subrogation

"We waive any right of recovery we may have against the City of San Marcos and its elected and appointed boards, officers and employees because of payments we make for injury or damages arising out of your ongoing operations or your work done under contract with the City of San Marcos."

- (c) Insurance and Indemnity Obligations Separate:

The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by this contract, and

any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement including, but not limited to, the indemnification provision.

11. Insurance Certificates

Contractor shall provide City of San Marcos with certificates of insurance and accompanying endorsements showing the insurance coverages described in the paragraphs above, in a form and content approved by the City, prior to beginning work under this Agreement.

12. Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, defend (with counsel satisfactory to City) and hold harmless City and its officers, agents and employees from and against any and all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from, either directly or indirectly, (1) the performance of the Services; (2) the breach of the covenants or the obligations of Contractor under this Agreement, including but not limited to, (A) violations of or a failure to comply with any safety order, rule or regulation, or (B) defective Services; (3) any equal opportunity, unemployment, withholding, social security, workers' compensation or other employee benefit claims with respect to the Contractor or any Subcontractor arising out of the Services; or (4) violation of any local, State or Federal law, regulation or code by Contractor or any Subcontractor.

Indemnification by Contractor under this subsection shall not apply to that percentage or part of any claim or payment which is attributable to any concurrent or contributory active and/or passive negligent act or omission or willful misconduct of any indemnified party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this subsection, the insurance subsection, or at law. Such indemnification and hold harmless shall include all defense-related fees and costs associated with the defense of City, by counsel selected by City. Where a trier of fact determines City and Contractor are each negligent, Contractor agrees to reimburse City for City's defense fees and costs in the percentage that Contractor is found to be negligent, reduced by the percentage of Contractor's defense fees and cost which is equal to the percentage that City is found to be negligent. Contractor's indemnification obligations as set forth in this subsection shall not terminate on completion of the Services, but shall survive in perpetuity.

In any and all claims against City, or any of its agents or employees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnity provisions in this subsection shall survive the termination or expiration of the Contract until such time as action against any indemnified party on account of the matter covered by the indemnity is barred by the applicable statute of limitations, and shall not be limited in any way by the amount of insurance obtained by any indemnified party.

13. Anti-Assignment Clause: Contractor may not assign, delegate, or transfer any interest or duty under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the City has previously approved such action in writing.
14. Independent Contractor: Contractor is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
15. Contractor Employees Are Not City Employees: Only Contractor's employees shall perform the services and functions described in this Agreement. Contractor's employees shall be entitled solely to the rights and privileges given to Contractor's employees and shall not be entitled to any additional rights and privileges given to City employees. City shall not be liable for the direct payment of any salaries, wages, or other compensation to any of Contractor's employees performing services under this Agreement. The City shall not be liable for Worker's Compensation or indemnity to any of Contractor's employees for injury or sickness or other claims arising out of his or her employment except for claims or liability arising from the misconduct of the City, its agents, officers or employees.
16. Duties: The Contractor shall be responsible for the diligent performance of all of its obligations under this Agreement. For the purposes of performing these functions, the Contractor shall furnish and supply all necessary personnel, labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered under this Agreement. City shall have the right to visit and inspect equipment and facilities used by Contractor.
17. Termination for Cause by City: City shall give written notice to Contractor of any alleged breach of this Agreement and Contractor shall have thirty (30) days to correct the breach and to describe to City in writing the corrective measures taken. If after thirty (30) days the alleged breach continues, it shall be determined a material breach and City may issue a termination notice to Contractor effective as of such thirtieth (30th) date. In the event of such a termination, the City shall pay Contractor for services rendered through the date of termination, with the net cost to be pro-rated for the actual time of service.
18. Termination for Cause by Contractor: Contractor may terminate this Agreement for cause with ninety (90) days advance written notice to City. For purposes of this provision, "for cause" means a breach of a material term by City, such as payment

for Contractor's services. In the event of such termination, the City shall pay Contractor for services rendered, with the net cost to be pro-rated for the actual time of service.

19. Termination for Convenience: Except as otherwise provided herein, the City or Contractor may terminate this Agreement at any time provided that notice to terminate is provided in writing to the other party within one hundred eighty (180) days prior to the date of termination. In the event of such termination, the City shall pay Contractor for services rendered, with the net cost to be pro-rated for the actual time of service.
20. Termination Procedures: In the event of notice of termination of the Agreement, Contractor's and City's obligations under this Agreement shall continue without interruption through the effective date of termination. After receipt of notice of termination from City, Contractor shall continue to provide all animal control services as required in all contract documents until the effective date of termination provided by the City. Contractor shall transfer all records associated with animal control services, including dog licenses and user fees paid, in a format acceptable to the City within fifteen (15) days following the effective date of termination.
21. Merger Clause and Amendment: This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail. This Agreement may be amended only upon the written agreement of both parties.
22. Anti-Waiver Clause: None of the provisions in this Agreement will be waived by City because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by City, in whole or in part.
23. Severability: The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
24. Choice of Law: This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in North San Diego County, California. Contractor hereby waives any right to remove any action from San Diego County as is otherwise allowed by California Code of Civil Procedure section 394.
25. Multiple Copies of Agreement/Counterparts: Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the San Marcos City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.

26. Provisions Cumulative: The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

27. Notices to Parties: Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party:

CONTRACTOR:

San Diego Humane Society & SPCA
5500 Gaines Street
San Diego, CA 92110
Attn: Gary Weitzman
(619) 243-3400

CITY:

City of San Marcos
1 Civic Center Drive
San Marcos, CA 92069
Attn: Karl Schwarm
(760) 744-1050, ext. 3108

28. Business License: Contractor is required to obtain a City of San Marcos Business License prior to execution of the Agreement.

29. Compliance with Applicable Laws, Permits, and License: Contractor shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform services set forth in this Agreement. Neither City, nor any elected nor appointed boards, officers, officials, employees, or agents of City shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

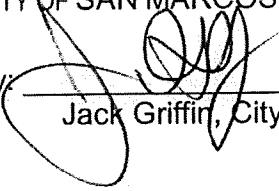
30. Immigration Reform and Control Act of 1986: Contractor shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. Contractor affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. Contractor agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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31. In Witness Whereof, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

Date: _____

CITY OF SAN MARCOS

By:  _____
Jack Griffin, City Manager

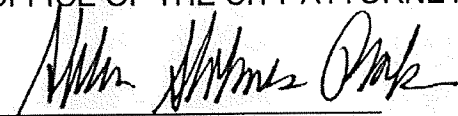
Date: _____

SAN DIEGO HUMANE SOCIETY AND SPCA


By:  _____
Gary Weitzman, DVM President and CEO

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Helen Holmes Peak, City Attorney

ATTEST


Phillip Scollick, City Clerk

Contract Approval Date

ATTACHMENT A

SCOPE OF SERVICES

I. INTENT

The intent of this contract is to define and to authorize the various powers and duties of the Contractor for providing animal control in accordance with adopted statutes. These powers and duties include:

- A. Enforce the laws of the State of California, City and County relating to the care, treatment, quarantine and impounding of animals.
- B. Take up, impound and safely care for any animals for the purpose of determining if the animal's custodian is found to be in violation of adopted codes, or if the animal is found to be in need of shelter for other reasons.
- C. Collect any costs or charges adopted by the City Council for the impounding, licensing and keeping of any animal;
- D. Determine whether an animal is suitable for adoption or whether an animal should be euthanized;
- E. Administer the training of its Animal Control Officers, pursuant to Section 832 of the California Penal Code.
- F. Issue administrative or criminal citations to enforce animal control regulations pursuant to Section 830.9 of the California Penal Code.

II. SERVICES

Services to be provided by the Contractor include but are not limited to the following:

A. General Animal Control

- 1. Humanely and efficiently enforce all laws of the State of California and ordinances of the City pertaining to animal control.
- 2. Respond to calls for Animal Control Services between the hours of 8:00 a.m. and 5:00 p.m. daily (Field Service Hours) according to the priority categories listed in this Agreement. An after-hour duty officer shall provide emergency responses to Priority One calls only during non-Field Service Hours.

a. **Priority One Calls:** A prompt essential emergency response during Field Service Hours for the following:

- Any law enforcement agency requesting immediate emergency assistance.
- Animal bite, where the domestic animal continues to pose an immediate threat, the bite injury is to the head or face area, or the bite injury can be considered severe.
- Any act of cruelty to animals that is in progress or which places an animal in imminent danger.

- Any domestic animal either known to be dangerous or vicious by previous determination in administrative hearing or one that is perceived to be a threat or menacing to those individuals reporting the event.
- 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 or highway (not including interstate highways) with traffic control assistance.
- Any domestic animals that is sick, injured, or in immediate danger.
- A domestic animal that is at immediate risk due to animal cruelty or neglect.

b. **Priority Two Calls:** A prompt response, if not preempted by Priority One calls during Field Service Hours. Priority Two calls that are preempted by Priority One calls and not completed during Field Service Hours will be served as Priority One calls during the very next day's regular Field Service Hours. Contractor shall ensure response times for Priority Two Calls average less than twelve hours:

- Any domestic animal bite, where the animal is contained by the known owner and/or the victim is the owner or a family member.
- A dog running at large and a violation is in progress but the dog is not posing a threat to itself or the public.
- Any law enforcement agency requesting non-emergency assistance.
- Any domestic animal that is not at immediate danger but requires follow-up regarding neglect or cruelty.
- Pick-up of a confined stray dog or other domestic animal.

c. **Priority Three Calls:** An Animal Field Service Officer will always follow up as soon as reasonably possible. Repeated offenses will be served as Priority One calls when staffing allows. An Animal Field Service Officer response will not be available between 5:00 PM and 8:00 AM.

- Dogs running at large when the violation is not in progress.
- Education Calls.
- Special requests to address a specific area or neighborhood that needs early morning monitoring, provided that the issue falls under this Agreement. This will be done on a case-by-case basis.
- Non-emergency calls not defined above.

Notwithstanding the above, Contractor shall not be required to respond to any calls for a response to an area considered by Contractor in its reasonable judgment to be a high-risk area or with respect to a situation in which Contractor's personnel are, in the reasonable judgment of Contractor, at risk, unless and until appropriate law enforcement personnel are also responding to the call.

3. Maintain voice-messaging services for emergencies and public inquiries during non-Field Service Hours.
4. Maintain shelter hours 24 hours per day, seven days per week for feeding and care of lost, abandoned and impounded animals. Maintain shelter hours for public access during reasonable days and hours of operation similar to other comparable facilities in North San Diego County, seven days a week, excluding public holidays.
5. Maintain kennels and animal shelter facilities in a humane and sanitary condition at all times, in accordance with the laws of the State of California.
6. Pick up and impound stray animals in accordance with the laws of the State of California, City and County relating to the care, treatment, quarantine and impounding of animals.
7. Shelter animals consistent with approved animal control regulations. Animals not claimed after such time designated by adopted regulations shall become the property of the Contractor and may be given for adoption at the discretion of the Contractor, but may not be used for research purposes.
8. As necessary, collect, impound or dispose of wild animals found in the city in violation of animal control regulations.
9. Collect any and all applicable fees and maintain records for animal control services rendered in accordance with animal control regulations.
10. Investigate, respond to, and maintain record of all instances of bites and scratches according to adopted regulations and applicable laws. Inform victims and dog owners of the appropriate procedures, their rights and obligations pertaining to dog bites on humans.
11. Quarantine and monitor animals in accordance with State law. Instances of in-home quarantine shall be monitored by at least one observation visit during the quarantine period.
12. Rescue animals on public property and streets, which are injured or which pose a threat to the public.
13. Provide emergency medical care to sick and injured animals that are impounded or collected within the scope of this agreement.
14. Euthanize animals as necessary and consistent with approved animal control regulations and applicable state laws.
15. Attempt to identify impounded animals and contact registered owners, including scanning for identification chips.
16. Dispose of dead animals in a lawful manner using an animal disposal company.
17. Inspect properties, as needed in accordance with applicable animal control regulations.
18. Investigate and respond to allegations of animal neglect and cruelty.

19. Respond to barking dog and disturbance complaints by providing information about animal owner rights, and responsibilities, and respond to the complaining party with written or electronic correspondence when possible within two business days.
20. Inspect private animal facilities kennels as needed.
21. Issue administrative and criminal citations for violations of City and State animal control laws and issue notices regarding confinement and destruction of deceased or vicious animals or habitual offenders. Maintain records and prepare reports concerning violations, filing them when necessary, and testify in court concerning violations.
22. Vaccinate impounded animals against common communicable diseases as needed.

B. Law Enforcement and Code Enforcement

1. Participate in training with law enforcement, fire and code enforcement officials regarding protocol for investigating, documenting and submission of documents for prosecution.
2. Cooperate with the City in creating and fulfilling a separate procedures checklist for barking dog cases, code enforcement cases, and criminal prosecution.

C. Disaster Relief Services – Contractor shall be designated the “Essential Support Function/Official Responder” with response to any disaster to which the City is included within the disaster area designated by a governmental agency. Contractor may invoice the City for any costs or expenses, including staff overtime and equipment purchases and rentals, incurred by the Contractor, with respect to additional services provided by Contractor in connection with any such disaster relief effort and which are eligible for reimbursement pursuant to FEMA Disaster Assistance Policy 9523.19 or any successor disaster assistance policy promulgated by FEMA. The City shall promptly reimburse Contractor for said costs and expenses, provided City has received reimbursement from FEMA. Contractor shall provide any available supporting documentation requested by City for any funding or reimbursement request regarding the disaster that is made to any governmental agency. In the event FEMA determines that any such cost or expense is not eligible for reimbursement pursuant to its applicable policy, where applicable, Contractor shall reimburse the City for an amount previously paid to Contractor by City as reimbursement for such disallowed costs or expenses.

D. Licensing

1. Issue dog licenses at Contractor's facility in accordance with applicable County of San Diego license fee schedule and send renewal notices as necessary.
2. Maintain a computer database of license information for City. Database shall include rabies vaccination information.

3. Provide animal license information to City in an acceptable format upon request.

E. Personnel

1. Hire qualified personnel to perform work under this agreement with the City, with approved job descriptions.
2. Adopt and practice personnel rules that conform to federal and state laws.

F. Customer Service

1. Resident Complaints: Contractor shall attempt to resolve resident complaints pertaining to Animal Control Services provided by Contractor at Administrative or Field Level. Complaints from residents directed to the City shall be forwarded to Contractor for evaluation and/or investigation, with follow-up report to City.
2. Contractor shall establish written complaint procedures acceptable to City. Complaints shall be logged into a database maintained by the Contractor and made available to City upon request.
3. Contractor shall provide copies of all written policies and procedures distributed to the public to City.
4. Contractor shall provide prompt (one business day) response to City when City designates the need for a priority response.

G. Reporting

1. Activities Report - Submit monthly statistical and narrative activity reports to the City. Reports shall include the following information, and presented in a format acceptable to the City:
 - a. Impounds – Number of forced impounds (cruelty, shelter quarantines, animals that pose a threat to persons or property), owner relinquished impounds, stray animals (licensed, unlicensed) impounded and number of days boarded.
 - b. Disposition – Number adopted, euthanized and claimed.
 - c. Medical Treatment - Number of animals treated.
 - d. Calls for Service – Number of calls during business hours, after hours and those classified as emergencies.
 - e. Enforcement – Number of citations issued, emergency calls, investigations (bites, kennels, vicious dogs, other) and quarantines (home).
 - f. Compliance – Number of vaccinations (reported), licenses (issued) and total number of animals licensed in city.
 - g. Updated information on dogs identified as dangerous.
 - h. Other – Information about the following:

- 1) Small claims actions filed and fees recovered
- 2) Customer complaints
- 3) Staffing (Provide names and titles of persons performing animal control services for City on initial report. On subsequent reports include changes to this information only.)

2. Financial Reports

Provide City with quarterly financial reports related to animal control within the City. Reports shall be in a format acceptable by the City, and shall include but are not limited to the following information:

- a. Animal Control Revenue - Licensing revenue, impound fees, quarantine fees (home/shelter), boarding fees and other fees charged on the City's behalf.
- b. Animal Control Operating Expenses – General expenses (annual) to ensure City is informed on costs, trends and operational needs of Contractor.

3. Inspection of records

All records evidencing services to City shall be open for examination and audit within one business day.

H. Sale of Animals for Research

The Contractor agrees not to provide animals originating in City to any facility for research purposes.

III. FACILITIES

Contractor agrees to allow facility to be available for inspection by City during normal business hours (or at a mutually agreed upon time).