ORIGINAL

Exhibit 3

SERVICES AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO

AND

SAN DIEGO HUMANE SOCIETY

TO PROVIDE ANIMAL SERVICES

Document No. RR-311732-1
Filed APR 30 2018
Office of the City Clerk
San Diego, California

CONTRACT RESULTING FROM REQUEST FOR INFORMATION NUMBER 10089287-17

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the San Diego Humane Society (Contractor) as a result of their submission to the City's Request for Information (RFI) 10089287-17. City and Contractor shall hereafter be collectively referred to as the "Parties," and individual as the "Party" where appropriate.

RECITALS

On or about October 12, 2017, City issued an RFI to prospective proposers for animal services to be provided to the City. The RFI and any addenda and exhibits thereto are collectively referred to as the "RFI." The RFI is attached hereto as Exhibit A. Contractor responded to the City's RFI on October 27, 2017. Contractor was the only respondent and, as stated in the RFI, the City determined that a sole source contract was applicable (Exhibit I).

This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

City has determined that Contractor has the expertise, accreditation, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide animal services as further described in the Scope of Work, attached hereto as Exhibit B (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I
CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit B to the City's designated purchasing agent (Purchasing Agent) before providing Services.

Contractor shall at all times, faithfully and competently perform all tasks described therein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by meeting its obligations under this Contract.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Public Records.

1.3.1 Records submitted in response to the RFI. Any information submitted in response to the RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If information submitted is clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in

withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

1.3.2 **Records prepared and retained relating to animal services under this Contract.** Upon the effective date of this Contract, the City will respond to CPRA requests in accordance with State law. All records prepared or retained relating to the conduct of the City's animal services under this Contract is a public record subject to disclosure unless the City determines that a specific exemption in the CPRA applies. In making that determination, the City will consider specific legal grounds, including applicable case law, that clearly establishes the requested information is exempt from the disclosure and on which it can rely in withholding information requested under the CPRA. The City shall make the final decision as to whether to withhold any record from disclosure.

1.3.3 **Procedure for responding to CPRA requests.** Contractor and City shall establish procedures, mutually agreed to by both parties, for responding to CPRA requests as they relate to City animal services.

1.4 Time is of the Essence. The Parties agree that time is of the essence with regard to the enforcement of the City's animal services in accordance with State, County, and City laws and ordinances governing the same.

ARTICLE II
DURATION OF CONTRACT

2.1 Term. This Contract shall be for a term of eighteen (18) months beginning on July 1, 2018, with two additional one (1) year options and one additional 18-month option for a total of five (5) years through June 30, 2023, unless otherwise terminated in accordance with the terms herein. The term of this Contract shall not exceed this term unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on July 1, 2018, and approved by the City Attorney in accordance with San Diego Charter Section 40.

2.3 Breach and Opportunity to Cure. If any Party materially breaches any part of this Contract, the non-breaching Party shall provide to the breaching Party written notice of such breach within ten (10) calendar days. Thereafter, the breaching Party shall have a reasonable

opportunity to cure the breach. If the breach is not cured within sixty (60) calendar days or such longer period as may be mutually agreed upon, the non-breaching Party may seek remediation or terminate the Contract by issuing notice of termination in writing.

2.4 Amendments. Contractor and the City may amend this Contract at any time as long as both parties are amenable and amendment is agreed to in writing.

2.5 Termination. The City may terminate this Contract for convenience as stipulated in the General Contract Terms and Provisions (Exhibit C) Section 4.2, except that the City must give six (6) months written notice of such termination to Contractor. A termination period of longer than six (6) months may be mutually agreed to by the Parties in order to facilitate a smooth disentanglement and transition of Services.

Termination of the Contract for any reason shall result in a return to the City of all assets including, but not limited to, items such as building security or maintenance equipment, field service vehicles, computers, or equipment used in support of veterinary/medical services (that were transferred to Contractor from the City before or during the Contract term), or any assets acquired by Contractor but paid for in whole by the City through the agreed upon cost of the contract. In addition, upon termination of the Contract the City shall be reimbursed for the value of any assets acquired in part with funds from the City through the agreed upon cost of the contract, in proportion to the amount of City funds used to acquire the asset. The value of the asset(s) will be evaluated and approved by the City, at the time the contract terminates.

Any donations made to funds established as part of this contract, or fees and other revenues collected by Contractor on behalf of the City in excess of services provided, shall also be returned to the City upon termination of the Contract.

Upon termination of this Contract, Contractor agrees to work with the City to help ensure the continuity of animal services for City residents.

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. Provided that Contractor is not in default, the City shall pay Contractor for performance of all Services rendered in accordance with this Contract as stipulated in Exhibit B, Section S (Compensation). Contractor agrees to apply the balance of the Shelter Campaign Fund to Contract one-time start-up costs, at the City's discretion.

ARTICLE IV
WAGE REQUIREMENTS

4.1 Wage Ordinances. By entering into this Contract, the Contractor certifies that they are aware of, and agree to comply with, the State and City's wage including Minimum Wage, Prevailing Wage, Living Wage, and Equal Pay Ordinance which are incorporated herein by reference, before commencing Services.

ARTICLE V
INSURANCE

5.1 Insurance. In addition to the general requirements for insurance listed in Exhibit C, Article VII, the City requires Contractor carry and submit endorsements to the City for the following:

Cyber Liability with a limit of no less than $1,000,000 per claim (incident), $2,000,000 aggregate.

Certificate of Liability Insurance, Contractors Certification of Pending Actions, Living Wage Ordinance Certification of Compliance, and the Contractor Standards Pledge of Compliance are included as Exhibit K.

ARTICLE VI
FACILITY TO BE LEASED

6.1 The Parties will enter into the CITY OF SAN DIEGO LEASE BY AND BETWEEN THE CITY OF SAN DIEGO, A CALIFORNIA MUNICIPAL CORPORATION, AND THE SAN DIEGO HUMANE SOCIETY, A 501(c)(3) CORPORATION for the property located at 5480 Gaines Street, San Diego, California (Lease) a copy of which is attached as Exhibit E. The term of the Lease is coterminous with the term of this Contract. The City's obligations in this Contract are contingent upon Contractor's compliance with the terms and provisions of the Lease.

ARTICLE VII
DONATIONS

7.1 Donations made to Contractor in the City's name or on behalf of the City will be accounted for and reported to the City as part of Contractor's annual report as detailed in Exhibit B, Section G, 10, a, viii (Reports, Quarterly Reports).

ARTICLE VIII
CONTRACT DOCUMENTS

8.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the RFI; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFI, if any.

8.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

8.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The first document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in

conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

First: Any properly executed written amendment to the Contract

Second: The Contract and all incorporated Exhibits

Third: The RFI and the City's written acceptance of any exceptions or clarifications to the RFI, if any

In the event of conflicting provisions in Exhibit C and this Contract, this Contract prevails.

8.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

8.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

SAN DIEGO HUMANE SOCIETY
A Non-Profit
Organization

Proposer

Street Address

City

Telephone No.

E-Mail

BY: Gary Weitzman
Signature of the
Humane Society
Authorized
Representative

GARY WEITZMAN
Print Name

President
Title

4/23/18
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: Ronald H. Villa

Print Name:

RONALD H. VILLA
~~Director, Purchasing &~~
~~Contracting Department~~ DEPUTY CHIEF
OPERATING OFFICER

JUNE 18, 2018
Date Signed

Approved as to form this 8th day of
June, 2018.
MARA W. ELLIOTT, City Attorney

BY: CJ
Deputy City Attorney

RR-311732-1

The City of SAN DIEGO

Request for Information No. 10089287-17
Request for Information: Animal Services for the City of San Diego

Solicitation Number:	10089287-17
Solicitation Issue Date:	October 12, 2017
Responses Due Date and Time ("Closing Date"):	3:00 p.m., October 27, 2017
Questions Due By:	12:00 p.m., October 17, 2017
City Contact:	Kristina Peralta, Director, Purchasing & Contracting 1200 Third Avenue, Suite 200 San Diego, California 92101 kperalta@sandiego.gov (619) 236-6214
Submissions:	Bidder is required to provide One (1) Electronic and Two (2) Paper copies by above closing date. Note: Emailed submissions will not be accepted

REQUEST FOR INFORMATION NUMBER 10089287-17

I. INTRODUCTION

A. BACKGROUND

The City of San Diego (City) is issuing this Request for Information (RFI) to determine the availability of interested parties who possess the capability to provide animal welfare, enforcement, and related services (Animal Services) within the City of San Diego. This RFI is intended to discover all available options, responses at a minimum should include all Animal Services currently being received for the entire City jurisdiction. Proposed services may include additional services but cannot substitute Animal Services.

The City currently receives Animal Services under an inter-agency agreement with the County of San Diego. The City accounts for 64% of the services provided within the County of San Diego. Costs are distributed based on a formula accounting for population and service levels. The inter-agency agreement and costs associated are inclusive of all staffing, medical supplies, uniforms, insurance, facilities, fleet, and operating and maintenance costs. In preparation of that contract termination, the City is exploring all options to insure that delivery of these services to the residents of San Diego are not impacted.

B. REQUEST FOR INFORMATION

This RFI is issued for purposes of gathering information and planning. The City may, in its sole discretion, consider and use the information submitted in response to this RFI in developing a competitive solicitation. If only one qualified entity expresses interest, the City may negotiate and enter into an agreement with that entity without issuing a competitive solicitation.

II. RFI SUBMITTAL PROCESS

A. RFI SUBMITTAL

1. Timely Submission. Responses must be submitted as described herein to the Purchasing & Contracting Department (P&C). Respondents must issue a packet by 3 p.m. on October 27, 2017.

1.1 Reserved.

1.2 Paper Responses. The City will accept paper responses in lieu of electronic responses. Paper responses must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed responses will not be accepted.

2. Questions and Comments. Written questions and comments must be submitted electronically via email to the attention of Kristina Peralta, Director of Purchasing & Contracting at kperalta@sandiego.gov . Questions are due by noon, October 17, 2017. Only written communications relative to the procurement shall be considered. All questions will

be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this RFI via its eBidding System. No oral communications can be relied upon for this RFI. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFI.

3. Future Competitive Solicitations. Respondents may submit one or more proposals should the City competitively bid the goods or services described herein. Note, however, that respondents who may wish to submit a proposal in response to this RFI should first check with their legal counsel to ensure no actual or potential conflict of interest exists.

4. RFI Opening and California Public Records Act. Responses to this RFI will not be opened in public. Note, however, that any information submitted in response to a RFI is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If a Respondent submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Respondent to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. If the Respondent does not provide a specific and detailed legal basis for requesting the City to withhold the Respondent's confidential or proprietary information at the time a response is submitted, the City will release the information as required by the CPRA and Respondent will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Respondent's obligation to defend, at Respondent's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Respondent's request. Furthermore, the Respondent shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at Respondent's request.

B. REQUESTED INFORMATION

1. To be considered responsive, Respondents' submission must address all questions and provide all information requested in this RFI. All responses must be thorough and concise. The City encourages creativity.

2. Respondents should address any other issues related to this RFI that Respondent deems important and relevant to City's goals and objectives as described herein.

3. Respondents should address how Respondent would fulfill the City's objective of providing Animal Services, in full range, to the entire geographical area of the City.

4. Respondents should describe any technical, business, legal, and/or revenue specifications City should consider when structuring a competitive solicitation that accomplishes the City's goals and objectives.

5. The City may require Respondents to interview and/or make an oral presentation.

RESPONDENT SIGNATURE IS REQUIRED

Respondent Name: _____

Address: _____

Telephone No. and E-Mail Address: _____

Website: _____

Authorized Representative Name and Title: _____

Representative's Original Signature: _____

Date Signed: _____

Most Recent
Addendum Issued: _____

City of San Diego
Request for Information (RFI)
ANIMAL SERVICES

Questionnaire

The City of San Diego (City) seeks to explore the marketplace for Animal Services. The City currently receives services through an inter-agency agreement with the County of San Diego. These services will terminate on June 30, 2018. The City's needs include a full range of Animal Services, including, but not limited to: animal safety and welfare services, shelter management, medical care, adoptions, animal related law enforcement, shelter and care due to declared emergency and public education throughout the City. Animal safety and welfare services includes reunification of lost animals with owners and animal transfers to rescue partners. Shelter management includes intake of stray, injured or lost animals and animal sheltering, feeding, cleaning, grooming, foster care, and animal enrichment. Medical care includes animal exams, vaccinations, dispensation of mediations, disease prevention, spay or neuter surgeries, and specialty surgeries.

Interested firms/organizations should indicate their interest and capability to provide such Animal Services by responding to the questions below.

1. Is the respondent capable and interested in providing the full range of Animal Services within the geographical area of the City?

    1.1 If not, what services is the respondent capable and interested in providing?
    1.2 Does the respondent have the capacity and facilities required to support the entire jurisdiction of the City of San Diego?
    1.3 Does the respondent have any imminent capital projects planned to significantly expand their presence in the San Diego region?

2. Describe the respondent's ability to perform law enforcement functions related to Animal Services.

    2.1 What authority does the respondent have or will the respondent be able to obtain?
    2.2 If additional authority is required, by when can the respondent obtain it?

3. Describe the respondent's experience performing Animal Services, including detail regarding clients served and dates (by year) of services performed, and capacity.

3.1 Will the respondent rely on partnerships with affiliated, reputable rescues in order to support the needs of the City? If so, please provide a full list of all rescue partnerships that are currently held.

4. Does the respondent have the means to coordinate large animal care or shelter care for animals requiring services during a declared emergency?

5. The City may wish to contact respondents for follow up discussions at a future date. If the respondent would be interested, please provide a list of contacts who should be included in those discussions from the respondent's team.

EXHIBIT B
SCOPE OF WORK

A. GOALS AND OBJECTIVES. The City of San Diego has the expectation that the Contractor will be able to:

1. Provide the highest level of care to all the animals under its care and control;

2. Provide the highest level of customer service to the visitors of the animal shelter facilities and users of the website;

3. Provide transparent operations that exceed industry best practices with regards to elements mentioned in this scope of work; and

4. Engage in collaborative partnerships with stakeholders.

B. SCOPE OF SERVICES OVERVIEW. Contractor shall provide animal sheltering, medical and veterinary services, and animal field services required by, and in accordance with, this Contract and the laws, regulations, ordinances, and codes of the State of California, County of San Diego, and the City as further specified by this Contract, including, but not be limited to:

1. The overall management of shelter operations including:
   a. The acceptance and care of surrendered, stray, injured, or lost animals
   b. Tracking all animal intake and inventory management
   c. Redemption of animals to owners
   d. Euthanasia
   e. Animal disposal
   f. Veterinary care
   g. Spay, neuter, and vaccination of animals
   h. Animal sheltering, feeding, cleaning
   i. Adoptions
   j. Animal enrichment activities
   k. Rescue programs
   l. Foster care
   m. Special event production
   n. Facility management
   o. Facility maintenance and improvement
   p. Recruitment and training of staff
   q. Implementation of volunteer services program
   r. Dangerous dog hearings
   s. Coordination with other local, State, and national agencies

2. Manage and enforce the City's licensing program;

3. Manage and coordinate all shelter-related communications;

4. Enforce leash laws and "no dog" areas in certain beaches and parks;

5. Perform kennel inspections;

6. Produce, perform, or maintain billings, budget monitoring, financial reporting, annual audits, computerized financial systems, report preparation; and

7. Disaster preparedness.

These animal services will be provided to all residents of the City of San Diego. It is expected that the Contractor will continue to provide services equally proportional to the services previously provided by the County over the past five years, as calculated in Exhibit D.

The City will lease the property at 5480 Gaines Street (hereafter referred to as the "Gaines Street Shelter") to the Contractor and work with the Contractor on a facility plan for upgrades and any capital improvement plans, based upon the City's most recent facility review. The lease is attached hereto as Exhibit E. In addition, Contractor must provide a plan for sheltering City animals that will not be housed at 5480 Gaines Street including livestock and horses.

Any City assets used by Contractor in support of animal services as described herein must be reported to the City if they are replaced. Contractor may not sell City assets without City's written permission.

C. **ANIMAL SHELTERING SERVICES AND REQUIREMENTS.** Contractor shall humanely and efficiently provide the City with animal shelter services in compliance with all applicable local, State, and federal laws, regulations, and policies.

1. Contractor shall provide the following sheltering services at the Gaines Street Shelter:

a. Impounding injured domestic animals.

b. Euthanizing and disposing of animals determined to be unhealthy or untreatable if alternative placement is unattainable or unadvisable. Such determination will be made according to standards set forth in the *Asilomar Accords*, as implemented by the San Diego Animal Welfare Coalition.

c. Performing behavior and kennel enrichment programs to provide animals with an opportunity to be socialized for adoption and reduce stress while in the shelter.

d. Providing housing and care for stray and unwanted animals 24 hours a day, 7 days a week and holding stray and unwanted animals for the required time period as required by the California Code of Regulations, California Statutes, and local laws.

e. Providing housing and care for domestic animals under rabies quarantine and impounded animals from animal abuse, cruelty, or neglect according to the California Code of Regulations, California Statutes, and local laws.

f. Providing lost and found opportunities for the general public for domestic animals brought to the Shelter. Normal operational hours shall be (at a minimum) 6 days per week, 6 hours a day, and 48 total hours each week on a schedule designed to benefit the public and facilitate the services established in this agreement. Contractor must post any temporary, non-emergency changes to normal Shelter operational hours at least one week in advance.

g. Establishing protocols and procedures, including for maintenance and sanitary conditions, utilizing the *Guidelines for Standards of Care in Animal Shelters* published by The Association of Shelter Veterinarians for guidance.

h. Securing the shelter facilities and kennels from unauthorized entry or exit.

i. Making every reasonable effort to identify each animal's rightful owner, including scanning for identification chips, and to return the animal to its owner prior to making the animal available for adoption.

j. Providing a modern information system for the purpose of tracking animal intake and disposition, medical conditions and treatments, behavioral notes, and other data relevant to the management of animals and inventory of supplies.

The expected outcomes for the disposition of sheltered animals to be achieved by the Contractor are listed in Exhibit F.

2. Within the first six months of the contract, Contractor shall provide a plan for sheltering at another permanent location(s) other than the Gaines Street Shelter that will include the sheltering of livestock and horses. Requirements associated with the emergency sheltering of animals including livestock is detailed in Section O.

Should the number of City animals requiring shelter and care fall below 13,000, the Contractor shall reimburse the City for use of any space at 5480 Gaines Street previously used to support City animals. Reimbursement will be based upon current market rates as determined by the City.

3. Contractor shall assume all expenses to maintain and operate shelters, including the provision of adequate facility security, and to properly care for the animals.

a. Contractor shall feed, care for, and dispose/place all animals coming into the possession of the Contractor using safe and humane methods in accordance with State of California laws and the ordinances and administrative, regulatory, and municipal codes of the County of San Diego and the City.

b. Animal food shall meet nutritional and medical needs of animals.

D. MEDICAL AND VETERINARY SERVICES. Contractor shall humanely and efficiently provide medical and veterinary services in compliance with all applicable local, State, and federal laws, regulations, and policies.

Contractor shall provide the City with medical and veterinary services that include, but are not limited to, the following:

1. Animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, spay or neuter surgeries, emergency care of injured animals, euthanasia, and in some cases specialty surgeries (e.g. enucleation, amputations, and wound repairs).

2. Contractor shall provide veterinary and technician services provided by trained, licensed professionals to animals requiring such care.

3. Contractor shall register and maintain current premise permits and veterinary licensing requirements as specified by the California Veterinary Medical Board.

4. Contractor shall be licensed to dispense and supply shelter and field services staff with the controlled substances necessary for performances of field captures and euthanasia at Contractor's discretion, including the monitoring and security of such substances.

5. Contractor shall dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company.

6. Contractor Medical Services staff shall meet certification and/or license requirements set forth by the State of California, specifically for veterinarians and registered veterinary technicians.

7. Contractor shall microchip and spay/neuter all animals available for adoptions prior to pick-up by owner, where possible and appropriate, unless otherwise determined by the Contractor.

8. Contractor shall coordinate the testing of animals for rabies. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor shall immediately notify the City and Public Health personnel in accordance with State, county, and City requirements.

E. ANIMAL FIELD SERVICES AND REQUIREMENTS. Contractor shall humanely and efficiently enforce all applicable animal field services in compliance with all applicable local, State, and federal laws, regulations, and policies, including adhering to mandatory reporting requirements for the Child Abuse and Neglect Reporting Act and the Elder Abuse and Dependent Adult Civil Protection Act. When requested, Contractor shall also share animal services data, where possible and appropriate, with federal, State, and local agencies in order to help substantiate the link between animal cruelty, neglect, and abuse to violence towards humans, in accordance with local, State, and federal law.

Contractor shall provide the City with animal field services that include, but are not limited to, the following:

1. All Humane Officers required to complete Penal Code 832 Arrest and Control baton training, issue citations, receive ongoing training and maintain proper education, experience, and/or certification. Contractor is responsible for the costs of all fees and maintenance of associated records.

2. As determined by the Contractor, if euthanasia is necessary for a sick or injured animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment.

3. Provide assistance to residents, local law enforcement, and fire agencies for animal evacuation needs, including sheltering and care, during emergencies or disasters.

4. In instances of imminent threat to human health and safety, ensure humane removal of wild animals on public or private property so long as it is safe for the Humane Officer to do so, at Officer's discretion.

5. Contractor is not responsible for the removal of dead animals in the public right of way or as reported by residents of the City of San Diego.

6. Picking up and caring for injured domestic animals.

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

8. Addressing dangerous domestic animal situations.

9. Monitoring and responding to bites and enforcing rabies quarantine requirements.

10. Investigation and enforcement of vicious or dangerous dog complaints and activities associated therewith.

11. Patrolling and impounding dogs.

12. Citing dog owners who violate the rules and regulations associated with off-leash dogs in areas not designated for that activity, as per the San Diego Municipal Code (SDMC).

13. Providing educational opportunities to the public on proper care and on the rules and regulations in accordance with the local laws through webpage materials, applications, brochures, signs, and related media.

14. Conducting kennel inspections subject to licensure under San Diego County Code of Regulatory Ordinances.

15. Providing dispatch services.

a. The Contractor shall respond to calls for animal field services between the hours of 8:00 am and 6:00 pm, 7 days per week (Field Service Hours). Field Service Hours may be modified if requested by the City and agreed to be the Contractor. After-hours duty officer(s) shall provide emergency responses to Priority One calls outside of Field Service Hours and on holidays.

b. Priority levels for different types of animal control services shall be handled consistently with the appropriate, corresponding response times as described in Exhibit F.

F. **CUSTOMER AND PUBLIC SERVICES.** Contractor is responsible for providing information and services that are easily available and accessible to the general public that include, but are not limited to, the following:

1. Contractor shall provide information and be accessible to the public via telephone, website, and social media platforms, including content management and special public notifications of changes in hours, services or emergencies, adoptions, or other programs and services.

2. Contractor shall provide services and coordinate reunification of lost animals with owners.

3. Contractor shall provide animal adoption services and sponsor, coordinate, and hold adoption promotions, including providing a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

4. Whenever possible the Contractor shall conduct animal transfers to rescue partners, including non-profit animal rescue or adoption organizations, and in accordance with established criteria and guidelines. Unless Contractor determines that an animal is acutely suffering or poses a safety risk to humans or other animals, Contractor shall make its best effort to contact at least two rescue partners to initiate an animal transfer, prior to euthanizing a City animal.

5. Contractor shall coordinate all licensing services for the City, and provide service animal tags, rabies exemptions, and spay/neuter assistance programs.

a. Contractor shall work with the City to establish a Fund(s), supported with fees or other revenue sources, to off-set the cost of spay/neuter programs or other animal service initiatives.

b. Contractor shall manage the daily operations of dog licensing that includes, but is not limited to, processing licensing mail and processing licensing sales, tags, and vaccination reports.

i. Contractor shall maintain electronic files including current and expired dog licenses and the owners who live within the City, vaccination data, and citations for the past five (5) years. Animal license information shall be considered the property of the City and must be presented to the City in a reasonable documentary and computer format when requested in writing by the City. All such information must be provided to the City within fourteen (14) days of the City's request, or as per otherwise agreed upon.

ii. Contractor shall issue new and renewed licenses to dog license applicants within the City, and offer a one-, two-, or three-year option for dog licenses to the general public as required by applicable ordinance/law, and collect applicable fees.

iii. Contractor shall issue Dangerous Dog licenses following proper legal notices, administrative hearings, and other mandated legal steps.

iv. Contractor shall provide an online service to allow pet owners to make license payments, no later than January 1, 2019.

v. Contractor shall issue replacement tags to dog owners whose license tags are lost, stolen, or damaged, for an applicable fee.

vi. Contractor shall conduct follow-up enforcement of licensing and rabies vaccinations within the City.

vii. Contractor shall work to increase the number of licensed, vaccinated dogs within the City of San Diego.

6. Contractor shall provide community services in accordance with Section M.

7. Contractor shall respond to media inquiries in accordance with Section Q.

8. Contractor shall establish procedures on how to properly respond and resolve citizen complaints and public records requests.

9. Contractor may perform public education and outreach.

10. Contractor shall coordinate with other local, State, and national agencies when needed.

11. Contractor is responsible for the proper handling of financial transactions associated with fees, fines, donations, and contract payments.

Associated performance measures for customer services are outlined in Exhibit F.

G. ADMINISTRATIVE SERVICES. The Contractor shall provide the following administrative services that include, but are not limited to, the following:

1. Designate a manager with authority to oversee the administrative requirements of the contract, ensure the delivery of all contracted services, resolve issues, and serve as the primary point of contact to the City.

2. Ensure compliance with applicable laws regarding animal control at City-owned and/or operated public parks and beaches, working collaboratively with the San Diego Police Department, Parks & Recreation Department, or other agencies as requested.

3. Manage and enforce the fee structure for the City's required dog license program within the geographical region of the City, in compliance with requirements in Exhibit F.

4. Contractor shall provide daily an appropriate number of Humane Officer(s) and animal containment vehicle(s) and equipment, to humanely and efficiently enforce all laws of the State of California and the City (and any County of San Diego laws, regulations, and ordinances as adopted by the City) pertaining to animal field services, and to meet or exceed the animal field services performance standards listed in Exhibit F.

5. Contractor shall be responsible for all expenses associated with the Services as described in this Scope of Work.

6. City shall be responsible for the payment of veterinary fees incurred as a result of any humane enforcement including, but not limited to, the enforcement of California Penal Code 597. Contractor shall attempt to recover these funds from the animal owner, however, unrecovered funds shall be paid by the City, and noted separately in Contractor quarterly reports.

7. Within the first six months of the contract, Contractor shall work with the City to establish two Funds, supported with donations: 1.) to off-set the cost of unrecoverable veterinary services; and 2.) to off-set the cost to the City of supporting City animals.

8. The Contractor shall perform mandatory reporting and coordination with other local, State, and national agencies.

9. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor shall immediately notify the City and the County Public Health personnel in accordance with State and county requirements.

10. Reports.

a. **Quarterly Reports.** Contractor shall prepare quarterly reports to the City. The quarterly reports shall provide the following information, or include a plan for providing the information to the City if the data is not immediately available:

i. Animal shelter operations as they pertain to this contract, including the number of stray animals impounded, number of days held, disposition, and live-release rates.

ii. Euthanasia statistics for all animals by type.

iii. All administrative citations processed.

iv. Animal field service activities including number and type of incidents or reports investigated, and response times by priority.

v. Dispatch and call center statistics.

vi. Summary of complaints and related resolutions.

vii. Gaines Street Shelter building maintenance performed and planned.

viii. Detailed revenue and expenditure information, including waived fees, actual start-up expenditures, list of assets purchased with funds received from the City as part of the agreed-upon costs of this contract, assets that have been replaced, and donations received in support of City animal services.

ix. Number of licenses processed, including identification of the number of new licenses, renewals, etc., and licensing processing times.

x. Rabies exemption requests and processing time.

xi. Rabies vaccination and microchipping clinics, with results.

xii. Kennel inspection status.

xiii. Spay/neuter surgeries.

xiv. Spay/neuter program participation.

xv. Public education and outreach activities, with results.

xvi. Customer satisfaction rating.

xvii. Animal neglect, cruelty, or abuse cases.

xviii. Dangerous dog hearings and findings.

b. **Governmental Reports.** Should the City be required to furnish information to another governmental agency, the Contractor agrees to provide the information in a timely manner so that the City may meet such request.

c. **Issues Management.** Within the first six months of the contract, the Contractor shall develop an issues management protocol to be approved by the City.

d. **Annual Reports.** Contractor shall provide an annual report to the City by September 1st following the fiscal year end close date of June 30th. The annual report shall include updates to data provided in the quarterly reports as well as data for all performance measures included in Exhibit F, milestones achieved by the Animal Services program throughout that year, the number of volunteers per facility/program, and training and certification information for medical services, field officer, and animal care staff.

e. **Record Retention.** All records and information required to be kept by the Contractor pursuant to this agreement shall be kept according to the City's record retention policy, unless required by law to be kept for a longer period of time.

f. **Data Security.** System(s) for data and records management must include sufficient measures to maintain confidentiality and data security.

g. **Business Reviews.** Contractor shall agree to meet monthly for business reviews during the first 18 months of this Contract (Term 1). After the initial 18-month period, the Contractor and City will review the business review meeting schedules and the service levels and performance measures listed in Exhibit F:

i. After the first 18-month period, City and Contractor will agree to continue to meet, for the purpose of a business review, a minimum of 4 quarterly meetings during the fiscal year.

ii. Additionally, at this time, City and Contractor will review reporting requirements and the performance standards in Exhibit F, and may make mutually agreed upon changes to service levels and performance measures.

H. LICENSES AND CREDENTIALS. Contractor is responsible for maintaining and updating all State and locally required licensure. This includes credentials for staff requiring specialized training or credentials to complete all identified tasks identified within the Scope of Work for the duration of this Contract.

I. **SERVICE PARTNERS.** Contractor shall maintain, at their discretion, agreements with affiliated service partners as listed in the Contractor's RFI (Exhibit G), to ensure that the City's capacity and demand for services and care are met. Contractor shall meet and confer with the City prior to terminating any agreement with any partner to ensure the services under this Contract are not negatively impacted. Contractor shall explore and expand its network with qualified partners, whose missions align with the City's and Humane Society's goals and objectives for this Contract. Contractor will include updates to the Contractor's service partner network with their quarterly reports to the City.

J. **COORDINATION WITH EXISTING CITY DEPARTMENTS.** Contractor shall communicate and work with City Departments when providing services under this Contract. Contact information for the following City departments is listed in Exhibit H.

1. **Parks & Recreation.** For operations within City parks and open space areas, the Contractor will coordinate with the Parks & Recreation Department for animal control matters such as off-leash dogs, animal waste violations, restricted parks per the SDMC (example: Mission Bay and Shoreline parks have limitations on when dogs may be present, leashed or not), and related matters, as able. The Parks & Recreation Department includes the following Divisions:

- Community Parks I: community and neighborhood parks generally north of Interstate 8 within Council Districts 1, 2, 5, 6, and 7; downtown parks; and Naval Training Center Park.
- Community Parks II: community and neighborhood parks generally south of Interstate 8 within Council Districts 3, 4, 8, and 9; Mt. Hope Cemetery, El Campo Santo Cemetery, Chollas Lake, Chicano Park, all pools and aquatic facilities Citywide, and therapeutic recreational services.
- Developed Regional Parks: Balboa Park, Mission Bay Park, Shoreline Parks, and Presidio Park.
- Golf: Balboa Park, Mission Bay, and Torrey Pines Golf Complexes.
- Open Space: Black Mountain Open Space, Los Peñasquitos Canyon Preserve, Mission Trails Regional Park, Otay Valley Regional Park, Tri-Canyon (Marian Bear, Mission Valley, Rose Canyon, and Tecolote Canyon), Citywide canyons and open space areas, and Maintenance Assessment Districts.

2. **San Diego Police Department.** Contractor shall provide a dedicated contact number for the exclusive use of public safety agencies. Calls initiated by the Contractor will be made to SDPD Communications. When contacting SDPD Communications, Contractor will provide dispatchers with the contact information (cell number) for the responder in order to coordinate response times with SDPD Officers. Required response times for Contractor are detailed in Exhibit F.

3. **Communications Department.** Contractor shall coordinate with the City's Communications Department on all media requests received, as detailed in Section Q.

4. **Department of Information Technology and the Office of the City Treasurer.** Contractor shall immediately provide notice to the City's Information Security Officer and the Office of the City Treasurer of any unauthorized access to Contractor's payment card cardholder data.

K. **RESCUE PROGRAMS.** Contractor shall maintain partnerships with regional rescue partnerships to facilitate the placement of adoptable, fosterable animals. The Contractor shall report out on the success of its rescue program as part of the reporting requirements of this Contract. Report on the success of Contractor's rescue programs will be submitted consistently with all reports which pertain to this Contract.

L. **VOLUNTEER PROGRAM.** Contractor will provide a volunteer program that engages a wide variety of participants within the community. The Contractor shall provide a progress report at scheduled business reviews and in its annual report, including number of volunteers per facility/program.

M. **COMMUNITY ENGAGEMENT AND SERVICES.** Contractor may schedule, staff, and operate various community engagement events as outlined in Exhibit J. Contractor shall provide accessible and affordable spay/neuter resources for the public to alleviate overcrowding of the high volume of animals.

N. **SAN DIEGO HUMANE SOCIETY PERSONNEL.** The Contractor shall be dedicated to employing qualified personnel and staff to assist and carry out all duties and obligations of this Agreement. Contractor will make employment opportunities public, and encourage all skilled and experienced candidates to apply. At the discretion of Contractor, subsequent to the closing of the County of San Diego's animal services managed competition solicitation process, Contractor may consider providing County of San Diego Department of Animal Services employees priority for all applicable employment opportunities consistent with all applicable laws. Nothing in this section shall be interpreted to create an employee-employer relationship between the City and Contractor's employees.

1. There shall be a reasonable number of Humane Officers staffed during the term of this Contract. These Humane Officers shall be qualified under California Corporations Code 14502 and California Penal Code 830.9 and capable of performing and enforcing the provisions of the City ordinance related to domestic animals. They shall not carry firearms in the performance of their duties but may carry non-lethal weapons.

2. Humane Officers shall prepare appropriate reports concerning violations, file such reports with the applicable authority when necessary, and stand ready and available to testify in a court or administrative hearing when called upon to do so concerning such violations.

3. Agents and employees of the Contractor shall treat the public with courtesy and respect at all times in performing all duties and obligations under this Contract.

4. The Contractor shall comply with personnel policies and procedure that conform to federal and State laws with respect to hiring and firing practices.

O. **EMERGENCY/DISASTER RESPONSE.** Contractor shall be the regional support agency to the City in the event of a declared emergency or an extraordinary event outside the normal course of business. An emergency is defined by the City as any event, seen or unforeseen, which creates a dire operational impact, threatens health and safety, or is a catastrophic system failure. The Contractor agrees to devise and share with the City its emergency/extraordinary event response deployment plan specific to the City's needs within the first year of the contract, and which shall adhere to City protocol that animal shelters will be co-located with resident evacuation centers, as well as include providing a 24 hour,

seven day a week live contact information for use by City staff (telephone/text number and email address.)

1. Contractor shall participate in a minimum of one exercise with the City of San Diego Office of Homeland Security annually.

2. Within the first year of the contract, Contractor shall develop and subsequently maintain a Continuity of Operations Plan (COOP) for the provision of animal services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services.

3. Contractor may invoice the City for any costs and expenses, including staff overtime and equipment purchases and rentals, incurred by Contractor with respect to additional services provided by Contractor in connection with any disaster relief effort and which are eligible for reimbursement to Federal Emergency Management Agency (FEMA) Disaster Assistance policy 9523.19 or any successor disaster assistance policy promulgated by FEMA. The City shall promptly reimburse Contractor for such costs and expenses, provided the City has received reimbursements from FEMA and that such reimbursements are consistent with federal law.

P. ATTENDANCE AT MEETINGS. Contractor will provide appropriate staff for Committee and City Council meetings related to animal control fees and ordinances. The Contractor may be called upon to attend other meetings as required or requested.

Q. MEDIA REQUESTS. Within the first six months of the contract, Contractor and City shall establish a protocol, mutually agreed to by both parties, for initiating and responding to media requests as they relate to City animal services.

Contractor shall be responsible for news media inquiries including but not limited to: animal care, adoptions, rescues, or seizures and shall include the City's Communication Director or designee on all media correspondence.

Contractor shall coordinate all media requests to conduct interviews specific to the City's Animal Services via the Animal Services Program Manager and the City's Communications Director or designee.

Contractor shall present an annual calendar of promotions for free spay/neuters, microchipping, and adoption promotions, to be distributed to the City's Communication Director or designee, the Animal Services Program Manager, and to the media.

R. RELEASE OF INFORMATION. All information gained by the Contractor in performance of this Contract may be considered confidential and shall not be released by the Contractor without the City's prior written authorization. Contractor, and its officers, shall coordinate the release of information with the City's Animal Services Program Manager to ensure that information pertinent to resident data or identification is not released as part of a request for public records. Except as related to Contractor's federal, State, and local legislative advocacy activities, Contractor, and its officers, employees, agents, or subcontractors, shall not without written authorization of the City's Animal Services Program Manager or unless requested by the Office of the City Attorney, voluntarily provide declarations, letters of support, testimony at dispositions, response to interrogatories, or

other information concerning the work performed under this Contract. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives the City notice of such court order or subpoena within 48 hours of receipt.

Contractor shall promptly notify the City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, discovery request, court order, or subpoena from any party regarding this Contract and the work performed there under. Contractor fully agrees to work with the City on such matters.

S. **COMPENSATION.** Contractor shall receive the following compensation for the performance of the Services.

1. **Payments by the City.** City shall make quarterly payments to the Contractor according to the agreed upon schedule as detailed in this Contract. Compensation for the Contract term shall be $10,954,135 in the first year, which reflects Contractor projected expenses minus projected revenues collected. In addition to Contract compensation the City shall reimburse Contractor for one-time start-up costs of up to $3,974,519. Start-up costs may be reduced if one-time actual expenditures are less than projected.

Payment of $3,000,000 ($1,200,000 of annual compensation and $1,800,000 in one-time start-up costs paid for in part with the balance of the Shelter Campaign Fund), will be made to the Contractor within the first 30 days of the contract. The last quarterly payment in the first year of the Contract term will be reduced by $1,200,000.

Any start-up costs over and above $1,800,000 will be paid to the Contractor after all start-up expenditures have been made or as part of the final quarterly invoice of the initial 18-month Contract term, whichever is later.

The option periods for this Contract, upon final execution, will be defined as the following:

Term	Time Period
Contract Term	July 1, 2018 – December 31, 2019
Extension Option 1	January 1, 2020 – December 31, 2020
Extension Option 2	January 1, 2021 – December 31, 2021
Extension Option 3	January 1, 2022 – June 30, 2023

Contract term and extension option 3 of this Contract are 18 months long to allow for a reasonable amount of start-up time and the contract renewal or dissolution process for both parties.

2. **Compensation Schedule.** Total Compensation for the Contract term (18 months) of this Contract shall be an annual amount as agreed upon by both parties, an additional 50% of the annual amount, and one-time start-up costs. Should the City and the Contractor seek to extend the Agreement beyond 18 months, the Agreement terms may be reconsidered at that time including the performance measures and standards of service, and the annual compensation. Any assets acquired by the Contractor but paid for *in whole* by the City through the agreed upon cost of the contract including start-up costs, are considered the property of the City and will be transferred to the City upon the termination of the Agreement. The City shall be reimbursed for any assets that are acquired *in part* with funds from the City in proportion to the amount of City funds used to acquire the asset, upon

termination of the Agreement. The value of the asset(s) will be evaluated and approved by the City, at the time the Agreement terminates.

T. FEES.

The City may assign the Contractor the ability to collect fees and fines, including for the licensing of animals, in accordance with the fee schedule as approved by City Council. If the City assigns the Contractor the ability to collect these fees and fines, Contractor shall offset the expense of compensation owed by the City with the revenue collected in fees. Should fees or other revenue collected by the Contractor on behalf of the City exceed the revenue projection used to calculate Contract compensation, Contractor shall apply the additional revenues to the annual final quarterly invoice. Contractor is responsible for informing the City of, and complying with, the laws, regulations, ordinances, and codes of the State of California, and County of San Diego that governs the use and allocation of any such fees or fines collected.

The Contractor will evaluate fees annually and make a recommendation to the City for setting new fees. No fees will be increased without City Council approval and the Contractor will be responsible for complying with the City's published fee schedule. Unauthorized fee increases may not be enforced. Contractor may waive the charging of fees, either in whole or in part, in the course of conducting business if approved by the City. Contractor must report on waived fees in quarterly reports to the City.

EXHIBIT D
ANIMAL SERVICES PROVIDED TO RESIDENTS OF THE CITY OF SAN DIEGO

Animal services will be provided to all residents of the City of San Diego equal to a proportional average of those services previously provided by the County over the past five years.

Percent of San Diego Residents/Animals Served by County						
	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	Five Year Average
% San Diego Animals Housed	88.0%	85.0%	85.0%	87.7%	87.6%	86.7%
% San Diego Field Service Calls Received	97.5%	97.9%	96.5%	95.9%	96.1%	96.8%
Total Average	92.8%	91.4%	90.8%	91.8%	91.8%	91.72%

EXHIBIT F
PERFORMANCE MEASURES AND STANDARDS OF SERVICE

Performance measures and standards of service described in this Exhibit may be modified, added to, or removed after the first year of the contract, if mutually approved by the City and the Contractor as part of an agreement to extend the contract after the initial 18-month term.

A. **ANIMAL FIELD SERVICES REQUIRED RESPONSE TIMES.** The priority category assigned to each type of service determines the required response time.

Priority Category/Response Time	Example of Call
Priority 1: Immediate Response within 30 minutes	• Persons in danger • Animal in immediate danger • Urgent medical care needed • Animal in a secured vehicle ("Hot Dog") • Animal fighting cases • Intentional cruelty in-progress • Assist Public Safety agency • Bite to person (animal not contained) • Exigent circumstances: gunshot wounds, stabbings, broken bones, serious open wounds, visibly injured/trapped animal • Street sale of animals (after all other Priority 1 calls are handled)
Priority 2: Response within 3 hours	• In-progress incidents not reaching Priority 1 • Bite to person (animal contained, reported within 24 hours) • Running-at-large (in progress) • Abandonment • Captured/caged animals/confined strays
Priority 3: Response within 12 hours	• Intentional cruelty not in-progress • Non-life threatening medical care needed • Non-exigent circumstances: skin infections, gum/teeth infections, severely emaciated, over-grown hooves • Hoarding – no immediate emergency • After-the-fact bite (reported after 24 hours)
Priority 4: Response within 24 hours	• Check the well-being with a reporting party • No water (temperature dependent) • Emaciated (thin or bones showing) • Lead too short • Inadequate or no shelter • Event sale of animals (i.e., flea markets)

Priority Category/Response Time	Example of Call
Priority 5: Response within 48 hours	• Check the well-being – no reporting party • Running-at-large (not in-progress) • Pet shop inspections • Rodeo or circus inspections • Kennel inspections

The following describes the required response time for each priority level and the expected percentage of calls for service to be responded to within the required response time, unless Contractor is responding to a declared emergency or extraordinary event as outlined in Exhibit B, Section O.

1. Priority 1 – Priority 1 calls for service must be responded to within 30 minutes. It is expected **that 90% of Priority 1 calls for service will be responded to within 30 minutes.**
2. Priority 2 – Priority 2 calls for service must be responded to within 3 hours. It is expected **that 80% of Priority 2 calls for service will be responded to within 3 hours.**
3. Priority 3 – Priority 3 calls for service must be responded to within 12 hours. It is expected **that 80% of Priority 3 calls for service will be responded to within 12 hours.**
4. Priority 4 – Priority 4 calls for service must be responded to within 24 hours. It is expected **that 90% of Priority 4 calls for service will be responded to within 24 hours.**
5. Priority 5 – Priority 5 calls for service must be responded to within 48 hours. It is expected **that 90% of Priority 5 calls for service will be responded to within 48 hours.**

Contractor dispatch services should include answering **80% of calls to Dispatch in less than 2 minutes, and have a maximum abandoned call rate of 11%.**

B. **ANIMAL SHELTERING.** The expected normal outcomes for sheltered animals includes the following:

1. Contractor shall initiate or partake in reunification efforts with **100%** of impounded animals that are licensed, chipped, or otherwise identified.
2. Contractor shall make its best effort to achieve a live release rate of **85%** or higher for cats and dogs combined within the City of San Diego each fiscal year, as defined by the San Diego Animal Welfare Coalition Accords.
3. Contractor shall ensure that **0%** of healthy or treatable animals that enter the Contractor's shelter system are euthanized, as defined by the San Diego Animal Welfare Coalition Accords.
4. Contractor shall maintain Gaines Street Facility so that all maintenance needs are reported and addressed in a timely manner.

C. **MEDIA REQUESTS AND RELEASE OF INFORMATION.** Contractor shall adhere to all media and release of information specifications in Statement of Work (Exhibit B) Sections Q and R, including the following:

1. Contractor shall include the City's Communications Director or designee on **100%** of media correspondence.

2. Contractor shall include the City's Communications Director or designee on all media correspondence involving City contracted animal services.
3. Contractor shall coordinate **100%** of all media requests to conduct interviews specific to the City's Animal Service Contract via the Animal Services Program Manager and the City's Communications Director or designee.
4. Contractor shall receive approval from the City prior to responding to requests for information for **100%** of the requests received, unless otherwise specified in Exhibit B.

D. CUSTOMER SERVICE. Contractor shall provide quality customer service.

1. Contractor shall respond to **100%** of new kennel requests (after zoning approval) within 14 days of receipt.
2. Contractor shall process **100%** of license renewal requests within 14 days of receipt.
3. Contractor shall process (review, record, and notify) **90%** of customer requests for rabies exemption within 14 days of receipt.
4. Upon receipt, Contractor must respond to **100%** of complaints within **24 hours**.
5. Contractor shall manage the City of San Diego's dog license program, including working to increase the number of licensed, vaccinated dogs within the City of San Diego.

- A Passion for Paws
- A Wish For Animals
- Ace Of Hearts Dog Rescue
- Alura Always & Forever Pekingese Rescue
- Angels Of Rawley Foundation
- Aztec Doberman Rescue
- Beagles & Buddies
- Bichon FurKids Rescue
- Bichon Rescue Of OC
- Border Collie Rescue CA
- Border Collies In Need
- Briard Rescue
- California German Shorthaired Pointer Rescue
- California Labrador Retrievers
- CalWEAR
- Cat Adoption Service (C.A.T.S.)
- Chihuahua Rescue of San Diego
- Chows Plus
- Coastal German Shepherd Rescue
- Dachshund Paws + Pals
- Dachshund Rescue Of Los Angeles
- Dachshund Rescue Of San Diego
- Dogz in Need
- East County Animal Rescue
- Falcon Ridge Equine Rescue
- Ferdinands Familia
- Fourpaws Coonhound Rescue and Friends, Inc.
- French Bulldog Rescue Of Georgia
- Friends For Pets Foundation / Weimaraner
- Fund For Animals Wildlife Sanctuary
- Golden Hearts Animal Sanctuary
- Great Pyrenees Association of Southern CA
- Happy Hearts German Shepherd Rescue
- House Rabbit Society
- Husky Haven of LA
- It's the Pits
- Labrador Rescuers San Diego
- Labs And More Rescue
- Last Chance At Life All Breed Rescue
- Love Your Feral Felines
- Lucky Bunny Rabbit Rescue
- Luna Siberian Husky Rescue
- Project I Belong
- Queen'S Best Stumpy Dog Rescue
- Rescue House
- Rhodesian Ridgeback Rescue
- Rocket Dog Rescue
- San Diego Herpetological Society
- San Diego Turtle and Tortoise Society
- Second Chance Dog Rescue
- Shelly's Shelter
- Shelter Pet Partners
- Southern California German Shepherd Rescue
- SPOT-Saving Pets One at a Time
- The Barking Lot
- The Rescued Pup
- The Wee Companions
- Wildlife Rescue
- Woof Project Rescue
- Yorkie Rescue Of America
- Cat House On The Kings
- Cats & Canines, Inc.
- Coronado CARES
- English Springer Rescue America
- Fallbrook Animal Sanctuary
- Farm Sanctuary - Los Angeles
- Martin's Home, Inc.
- A Wish for Animals
- Afghan Hound Rescue of Southern California
- Alaskan Malamute Rescue & Referral
- American Brittany Rescue
- American Bullmastiff Association Rescue
- AMRT - Animal Match Rescue Team
- Animal Rescuers without Borders
- Aussies and Others
- Bichon Fur Kids
- Boston Brigade
- Boston Buddies - Terri Crook
- CA Labradors, Retrievers & More
- Cat Adoption Service
- Chihuahua Rescue San Diego
- Chinese Sharpei Network
- Chloe Sanctuary for Parrots and Cockatoos
- Doberman Assistance Network
- Frosted Faces
- German Shorthair Pointer Rescue
- Golden Retriever Club of Greater Los Angeles Rescue
- Greater San Diego Whippet Association Rescue
- Havanese Rescue
- Holly's Garden
- Hoofs and Woofs
- Just a Dog Pit Bull Rescue
- Labradors and Friends
- Lazy Dog Rescue
- Lionel's Legacy
- Maltese Rescue CA
- MeoowzResQ
- Naked K9
- National Brittany Rescue and Adoption Network
- Next Step Service Dogs
- Passion for Pitties
- Pit Bull Rescue San Diego
- Pixie Project
- Pug Rescue of San Diego County
- Puggles and Pitties
- Rat Bone Rescues
- Russell Rescue
- San Diego Basset Rescue
- San Diego Bulldog Rescue
- Southern California Abyssinian Rescue
- Southern California Bouvier des Flanders Club Rescues
- Southern California Siamese Rescue
- Southern California Vizsla
- Southwestern Rottweiler Club of San Diego
- Sunny Saints Southern California Saint Bernard Rescue
- The Rescued Dog
- Ton's Reptile Rescue
- United Yorkie Rescue
- Upward Dog Rescue
- Xoloitzcuintli Primitave Breed Rescue
- Yorkshire Terrier National Rescue
- Parrot Education and Adoption Center (P.E.A.C.)
- The Rescue Team
- Hickory Level Hound

EXHIBIT H
CITY OF SAN DIEGO CONTACT INFORMATION

1. **Parks & Recreation.** For operations within City parks and open space areas, the Contractor will coordinate with the Parks & Recreation Department for animal control matters such as off-leash dogs, animal waste violations, restricted parks per the San Diego Municipal Code (SDMC) (example: Mission Bay and Shoreline parks have limitations on when dogs may be present, leashed or not), and related matters.
   Andrew Field
   Assistant Director, Park & Recreation
   619-235-1110
   Afield@sandiego.gov
2. **San Diego Police Department.** Calls from Contractor should be made to SDPD Communications.
   a. Sworn officer calling for emergency assistance: use officer radio with access to SDPD frequency.
   b. Request for emergency assistance (no radio available): call Desk Lead Dispatcher number at 619-685-0451.
   c. Non-emergency calls: call Officer Inquiry number at 619-531-2050.
3. **Communications Department.** Contractor shall coordinate with the City's Communications Department on all media requests received.
   Tim Graham
   Supervising Public Information Officer, Communications Department
   619-533-4588
   TGraham@sandiego.gov
4. **Department of Information Technology and Office of the City Treasurer.** Contractor shall immediately provide notice to the City's Information Security Officer and the Office of the City Treasurer of any unauthorized access to Contractor's payment card cardholder data.
   a. **Department of Information Technology:**
      Darren Bennett
      Deputy Director, Chief Information Security Officer
      619-533-4840
      Dbennett@sandiego.gov
   b. **Office of the City Treasurer**
      Investment Division
      619-533-6314
5. **Purchasing & Contracting Department Representative.** The Administrator for this Contract is the Director of Purchasing and Contracting for the City, or her designee. The Administrator is responsible for overseeing and monitoring this Contract. All invoices, notices, and legal correspondence should be issued to:
   Christiana Gauger
   Animal Services Program Manager,
   Purchasing & Contracting Department
   1200 Third Avenue, Suite 200
   San Diego, CA 92101

Purchasing and Contracting Department
City of San Diego

REQUEST AND CERTIFICATION FOR SOLE SOURCE PROCUREMENT

To: Purchasing and Contracting Director or Designee

From:	Matthew Helm	Deputy Director	Purchasing & Contracting
	Name	Title	Department

Date: November 30, 2017

1. Describe goods or service(s) to be purchased. Include vendor's cost, City stock number if applicable, name, and telephone number:
The City of San Diego (City) issued a request for information (RFI) on October 12, 2017 for establishing animal control services specifically for the City. The County of San Diego, who has provided services for the City since 1971, gave notice in May of 2017 that effective June 30, 2018, services for the residents would be the responsibility of the City. The RFI allowed the City to negotiate directly with a sole respondant provided they were capable and licensed to perform the work. In this case, the San Diego Humane Society responded to the RFI expressing a willingness, capacity and expertise for delivering animal control and sheltering services to the residents of the City.

2. Explain why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible:
In this case, the San Diego Humane Society is the only qualified provider of animal control and sheltering services in the region. By law, animal control can only be performed by law enforcement, the Humane Society or the American Society for the Prevention of Cruelty of Animals. In this region, the Humane Society and ASPCA are merged and law enforcement does not have the required capacity or extpersie to carry these functions out.

3. This sole source procurement is necessary because:

- ☐ Goods are available from only one source
- ☐ The requested goods are replacement parts or components for existing City equipment or required by warranty and/or insurance coverage
- ☐ The contract is necessary for the reasons explained in San Diego Municipal Code (SDMC) section 22.3208(d) (explain) Click here to enter text.
- ☒ Other (describe) The City is responsible to provide these services without interruption to the residents of the City and the Humane Society is the sole provider of these services with capacity in the region.

4. Goods and services evaluated (add additional pages, if needed):

A. Click here to enter text. Click here to enter text. Click here to enter text.

	Good/Service	Name of Vendor	Bid Amount
	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Person Contacted	Telephone Number	SLBE Status
B.	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Good/Service	Name of Vendor	Bid Amount
	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Person Contacted	Telephone Number	SLBE Status
C.	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Good/Service	Name of Vendor	Bid Amount
	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Person Contacted	Telephone Number	SLBE Status

REVIEWED:

Department Director or Designee — Date

APPROVED: [signature] — 1.18.2018

Deputy Chief Operating Officer — Date

DENIED:

Deputy Chief Operating Officer — Date

Reason for denial: _____

5. Purchasing Department Comments:
THE SD Humane society was the sole qualified respondant to the RFI.

Buyer: _____ Date

☒ Given the information in your memorandum, I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would therefore be undesirable, impracticable, or impossible. My approval is valid for five (5) years from the signature date below. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting in order for a Purchase Order to be issued.

APPROVED: [signature] — 1.18.2018

Purchasing Director/Designee under SDMC §22.3016 — Date

DENIED: _____

Purchasing Director/Designee under SDMC §22.3016 Date

Reason(s) for denial: _____

_____

EXHIBIT J
Community Engagement and Services

In addition to those Services identified in Exhibit B, the Contractor may routinely provide the City with additional "Community Engagement and Services." The services identified below will be provided to the City at no additional charge unless otherwise specified and is subject to modification at the Contractor's discretion based on resources and capacity. Such community engagement and additional services may include:

- Public education.
- Animal behavior modification program.
- Seasonal 24-hour kitten nursery.
- Pet education classes.
- Community events.
- Affordable Community Veterinary assistance programs such as:
    - Spay/Neuter;
    - Vaccinations including rabies clinics; and
    - Microchipping.
- Safety net service programs.
- Owner requested euthanasia.

EXHIBIT K

Exhibit 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavignac.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED SDHUMSO-01 San Diego Humane Society 5500 Gaines Street San Diego CA 92110	INSURER A : Great American Ins Co of NY — 22136 INSURER B : Zenith Insurance Company — 13269 INSURER C : BCS Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1069813864 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	PAC3070144	7/1/2017	7/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Vol. Prof. Liab.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP3070145	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	Z126778104	9/12/2017	9/12/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber			RPSP0476868M	4/6/2018	4/6/2019	Limit: Retention:	2,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured coverage applies to General Liability for The City, its officers, employees, and volunteers per policy form. Primary and Non-Contributory coverage applies to General Liability per policy form. Waiver of subrogation applies to General Liability, and Workers Compensation per policy form. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Cavignac & Associates will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER

City of San Diego,
Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego CA 92101-4195

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GREAT AMERICAN INSURANCE GROUP
Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	$ 20,000	3
Damage to Premises Rented to You	$ 1,000,000	3
Supplementary Payments - Bail Bonds	$ 3,000	4
Supplementary Payments - Loss of Earnings	$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	$ 1,000/$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any Insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

   3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

      However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

      I. rupture, bursting, or operation of pressure relief devices;

      II. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

      III. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

      Iv. flood

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of **$ 1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** subsection **4.** Other Insurance, paragraph **b.** Excess Insurance where the words "Fire Insurance" appear they are changed to "Insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:

   9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A** and **B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$ 3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$ 1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named Insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

   c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations:**

Failure of the insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance:**

   The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance:**

   The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

   (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

   As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

   (aa) commence on a clearly identifiable day during the policy period; and

   (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and

   (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and

   (dd) be neither expected nor intended from the standpoint of any insured; and

   (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

   (ff) not originate at or from a storage tank or other container, duct or piping which:

   a. is below the surface of the ground or water; or

   b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

   Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B**:

3. We will pay up to $ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

   a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The Insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the Insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

   a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

   b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

   c. the Additional Insureds financial control of you; or

   d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

   However:

   1. the Insurance afforded to such additional insured only applies to the extent permitted by law; and

   2. If coverage provided to the Additional Insured is required by contract or agreement, the Insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

   With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION**.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this Insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

   At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

   Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

   Regardless of the number of Insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

   1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **$ 1,000.**

   2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **$ 5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE.**

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

   Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

   This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

   h. mental injury, mental anguish, humiliation, or shock, if directly resulting from items **14.a.** through **14.e.**

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☑ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
8/29/11	San Diego	Disability	N	Resolved	Arbitration & settlement
11/4/2010	Escondido	Disability	N	Resolved	Settlement

Robust legal review of processes & procedures for terminations esp re: ADA interactive process,

Contractor Name: San Diego Humane Society & SPCA

Certified By Audrey Lang Title VP, Organizational Development
Name

Audrey Lang Date 4/5/18
Signature

Claim from 2010 was underway prior to San Diego Humane Society's acquisition of Escondido's North County Humane Society & settled in 2011 after merger.

Exhibit 3

The City of SAN DIEGO
Purchasing & Contracting
Equal Opportunity Contracting

Complete this form and return via Email to: ContactLWO@sandiego.gov

LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE

REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: San Diego Humane Society and SPCA

Company Address: 5500 Gaines St., San Diego, CA 92110

Company Contact Name: Audrey Lang Contact Phone: 619.299.7012x203

CONTRACT INFORMATION

Contract Number (if no number, state location): San Diego, CA Start Date: 7/01/2018

Contract Title (or description: Svc agmt btwn City of SD & SDHS End Date: 6/30/2023

Purpose/Service Provided: Animal Services

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

(a) Pay covered employees the current fiscal year hourly wage rate;

(b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;

(c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;

(d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;

(e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;

(f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;

(g) Maintain wage and benefit records for covered employees for 3 years after final payment;

(h) Perform at least fifty percent (50%) of the work with its own employees; and

(i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Audrey Lang — Name of Signatory

VP for Organizational Development — Title of Signatory

Audrey Lang — Signature

4/9/18 — Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number: San Diego, CA

LWP-001 (07/01/2017)

City of San Diego

CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The offeror shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

Service Agreement between the City of San Diego and San Diego Humane Society for Animal Services

B. BIDDER/PROPOSER INFORMATION:

San Diego Humane Society and SPCA			
Legal Name		DBA	
5500 Gaines Street	San Diego	CA	92110
Street Address	City	State	Zip
Dr. Gary Weitzman, CEO	619-299-7012		
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
   ☑ **Yes** ☐ **No**

   If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐ Yes ☑ No

If **Yes**, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

☑ **Corporation** Date incorporated: 03 / 10 / 1880 State of incorporation: California

List corporation's current officers: President: Gary Weitzman
Vice Pres: Colleen Blackmore Reilly
Secretary: Ken Cohen
Treasurer: _____

Type of corporation: C ☑ Subchapter S ☐

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If **Yes**, after what date: 04/18/1888

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

☐ **Limited Liability Company** Date formed: ___/___/___ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____

_____

☐ **Partnership** Date formed: ___/___/____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

Sole Proprietorship Date started: ___/___/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

Joint Venture Date formed: ___/___/____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form.*

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
   ☐ **Yes** ☑ **No**
   If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
   ☐ **Yes** ☑ **No**
   If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
   ☐ **Yes** ☑ **No**
   If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
   ☐ **Yes** ☑ **No**
   If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
   ☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ **Yes** ☑ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: First Republic Bank

Point of Contact: Mary Jo Bayard

Address: 1280 4th Ave, San Diego, CA 92101

Phone Number: 619-338-1540

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: n/a for nonprofit Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☑ No

If **Yes**, use *Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Poway

Contact Name and Phone Number: Robin Bettin 858-668-4585

Contact Email: rbettin@poway.org

Address: 13325 Civic Center Drive, Poway, CA 92064

Contract Date: July 1, 2014

Contract Amount: $231,364.20

Requirements of Contract: Animal Services

Company Name: City of San Marcos

Contact Name and Phone Number: Barry Reynolds 760-744-1050, Ext. 32

Contact Email: breynolds@san-marcos.net

Address: 1 Civic Center Drive, San Marcos, CA 92069

Contract Date: July 1, 2014

Contract Amount: $484,290.24

Requirements of Contract: Animal Services

Company Name: City of Vista

Contact Name and Phone Number: Tony Winney 760-643-5208

Contact Email: twinney@ci.vista.ca.us

Address: 200 Civic Center Drive, Vista, CA 92084

Contract Date: July 1, 2008

Contract Amount: $452,647.68

Requirements of Contract: Animal Services

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☑ No

If **Yes**, use *Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☑ No

If **Yes**, use *Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☐ No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☑ Yes ☐ No
2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐ Yes ☑ No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification #_____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws?** ☐ **Yes** ☑ **No** **If Yes,** use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (circle all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (circle all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response, in its opinion, if the Contract has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☑ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated ___/___/___.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Gary Weitzman, CEO		04/06/2018
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

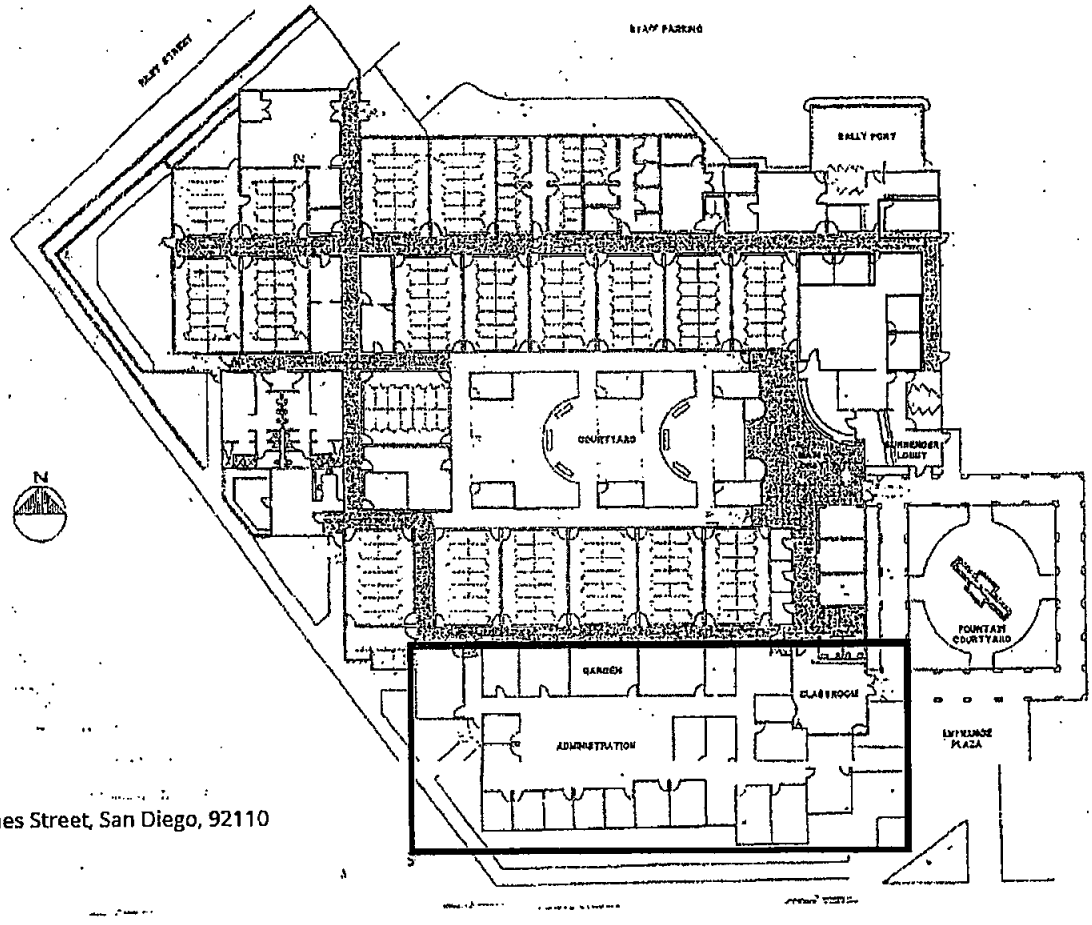
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Section L. Full list of assets to be provided to City as requested.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Gary Weitzman, CEO		04/06/2018
Print Name, Title	Signature	Date

EXHIBIT 4
FLOOR PLAN



5480 Gaines Street, San Diego, 92110



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III
COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV
SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6. 2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6. 3 **Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6. 4 **Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6. 5 **Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

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

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $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 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

7.2.5.1 Additional Insured Status. The City, its 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's 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).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 **Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 **Verification of Coverage**. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

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

7.6 Special Risks or Circumstances. 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.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII
BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII
MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII
MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D
ANIMAL SERVICES PROVIDED TO RESIDENTS OF THE CITY OF SAN DIEGO

Animal services will be provided to all residents of the City of San Diego equal to a proportional average of those services previously provided by the County over the past five years.

Percent of San Diego Residents/Animals Served by County						
	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	Five Year Average
% San Diego Animals Housed	88.0%	85.0%	85.0%	87.7%	87.6%	86.7%
% San Diego Field Service Calls Received	97.5%	97.9%	96.5%	95.9%	96.1%	96.8%
Total Average	92.8%	91.4%	90.8%	91.8%	91.8%	91.72%

CITY OF SAN DIEGO
LEASE

BY AND BETWEEN

THE CITY OF SAN DIEGO,
A CALIFORNIA MUNICIPAL CORPORATION

AND

THE SAN DIEGO HUMANE SOCIETY
A 501(c)(3) CORPORATION

CITY OF SAN DIEGO LEASE
[5480 Gaines Street, San Diego, CA 92110 – APN 436-540-18]

THIS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as LESSOR, and THE SAN DIEGO HUMANE SOCIETY as LESSEE, to be effective as of the last to occur of (i) July 1, 2018, or (ii) when signed by the parties and approved by the San Diego City Attorney (the "Lease Effective Date").

RECITALS

A. CITY owns that certain improved real property commonly known as the "Animal Services Central Shelter" located at 5480 Gaines Street, San Diego, California, APN 436-540-18, and consisting of an approximately 38,000 square-foot building with surface parking (the "Premises"), as shown in **Exhibit 1: Parcel Map** and **Exhibit 2: Aerial View**, attached hereto.

B. Pursuant to San Diego Municipal Code section 44.0300 et seq., CITY is obligated to provide animal control services to its citizens. To satisfy that obligation, CITY and LESSEE entered into that certain CONTRACT RESULTING FROM REQUEST FOR INFORMATION NUMBER 10089287-17 dated _____, and filed in the Office of the San Diego City Clerk as Document No. RR-_____ on _____, 2018 (the "Animal Services Contract," attached hereto as Exhibit 3: Animal Services Contract), under which LESSEE performs CITY's required animal control services as an independent contractor.

C. The term of this Lease will coincide with the term of Animal Services Contract, as may be amended and extended from time to time.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Premises. CITY hereby leases to LESSEE and LESSEE hereby leases from CITY the Premises, under the terms and conditions of this Lease. LESSEE acknowledges and agrees that the square footage figures set forth in this Lease are reasonable approximations for reference only and shall not be subject to revision except with an actual physical change in the Premises. This Lease shall not create any agency, joint venture, or other relationship between the CITY and LESSEE other than that of landlord and tenant.

2. Allowed Uses. LESSEE shall use the Premises solely to provide the services required to be performed by LESSEE under the Animal Services Contract between the CITY and LESSEE, and for no other purpose whatsoever without CITY's prior written consent.

3. City Council Action Required. LESSEE acknowledges that this Lease is expressly conditioned on the San Diego City Council's (the "City Council's") prior authorization to enter into and execute this Lease ("Council Authorization"), which may or may not be granted in the City Council's sole discretion. CITY shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by LESSEE as a result of the City Council's

modification of the final terms and conditions of this Lease, or the City Council's failure to grant the Council Authorization.

4. Term. The term of this Lease ("Term") shall commence on the Lease Effective Date and shall expire upon the expiration or earlier termination of the Animal Services Contract. Currently, the Animal Services Contract will expire on December 31, 2019, but may by its terms be extended. In accordance with Animal Services Contract Article II, Section 2.1 and Animal Services Contract Exhibit B, Section S.1, this Lease may be extended in the CITY's sole discretion for two additional one (1) year option periods and one additional 18-month option period through June 30, 2023 unless otherwise terminated in accordance with the terms herein.

5. Condition Precedent. LESSEE's compliance with all its obligations in the Animal Services Contract is a condition precedent to CITY's obligations in this Lease.

6. Competent Management. LESSEE shall provide competent management of the Allowed Uses to CITY's reasonable satisfaction. "Competent management" shall mean management practices generally considered acceptable for the management and operation of activities substantially similar to the Allowed Uses and in compliance with all applicable local, state and federal laws, rules and regulations, and in a fiscally responsible manner. "Fiscally responsible manner" shall mean in accordance with generally accepted accounting principles consistently applied and absent financial malfeasance.

7. CITY's Consent, Discretion. CITY's consent or approval under this Lease shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided herein. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided herein.

8. Quiet Enjoyment. LESSEE, performing the covenants and agreements in this Lease, shall at all times during the Term (as defined below) peaceably and quietly have, hold, and enjoy the Premises. If CITY for any reason cannot deliver possession of the Premises to LESSEE at commencement of the Term, or if LESSEE is temporarily dispossessed through action or claim of a title superior to CITY's, this Lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or resulting damages.

9. Reservation of Rights.

   a. Mineral Rights. CITY reserves all rights, title, and interest in and to any and all subsurface natural gas, oil, minerals, and water on or within the Premises or the property.

   b. Easements. CITY reserves the right to grant, establish, and use easements and rights-of-way over, under, along, and across the Premises or the property for utilities, thoroughfares, or access as it deems advisable for the public good at no cost or liability to CITY.

c. Repairs. CITY may at all reasonable times, and with advanced notification under non-emergency or urgent circumstances, enter the Premises for the purpose of making repairs to or developing municipal resources and services.

d. Noninterference. CITY shall not substantially or unreasonably interfere with LESSEE's use of the Premises, and shall repair or reimburse LESSEE for reasonable costs incurred by LESSEE to repair any physical damages to Premises or LESSEE's personal property directly caused by CITY's exercising of its rights reserved in this section. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

10. Public Use. LESSEE shall use the Premises, as allowed by this Lease, for the benefit of the general public to the reasonable satisfaction of the CITY.

a. Political Activities. LESSEE shall not use the Premises to promote, endorse, or campaign for the nomination or election of any individual to any public office, be it partisan or nonpartisan; however, LESSEE may allow the use of the Premises as a forum for open public debate by two or more candidates of different political parties, such as occurs at a candidate forum and similar events.

b. Operation of Facilities. LESSEE shall maintain a regular schedule of days and hours of operation to best serve the public, as described in the Animal Services Contract. All Hours of Operation and any changes to regularly scheduled days and hours of operation shall be subject to the prior written approval of CITY.

c. CITY Office Space. Upon mutual agreement, CITY may use the Premises for civic events and special programs, free of charge, and only at times when LESSEE has no scheduled event or program. After each such use, CITY shall leave the Premises in the same condition found, reasonable wear and tear excepted. Such use by the CITY shall be at CITY's sole cost and expense.

d. Office Space. LESSEE shall set aside at least one office for CITY use in the administration area of the Premises shown outlined in red in Exhibit 4 ("City Office Space"). This space may be shared. CITY may, without notice, use the City Office Space during regularly scheduled operating hours.

11. Signs. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising for services or events unrelated to the Allowed Uses without CITY's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If any such unauthorized item is found on the Premises, LESSEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at LESSEE's cost.

12. Holdover. LESSEE may not continue in possession of the Premises past the expiration of the Term or earlier termination of this Lease. If LESSEE continues to occupy the Premises after the expiration or earlier termination of this Lease, such occupancy shall neither constitute a renewal or extension of this Lease, nor give LESSEE any rights in or to the Premises. Subject to the Late Removal provisions of this Lease, if LESSEE continues to

occupy the Premises after the expiration or earlier termination of this Lease, CITY may demand and receive from LESSEE rent for the Premises calculated on a per diem basis at two (2) times the fair market rental rate as of the date of the expiration or termination of this Lease; CITY, utilizing the services of qualified CITY staff, shall determine the amount of the fair market rental rate to be applied as of the date of the expiration or termination of this Lease. CITY's acceptance of such rent shall neither constitute a renewal or extension of the Lease, nor give LESSEE any rights in or to the Premises.

13. Surrender of Premises. Upon the expiration or earlier termination of this Lease, LESSEE shall vacate the Premises and surrender it to CITY free and clear of all liens and encumbrances, and in a decent, safe, and sanitary condition. At any time after the expiration or earlier termination of this Lease, LESSEE shall execute, acknowledge, and deliver to CITY, but in no event later than thirty (30) days after CITY's demand, a valid and recordable quitclaim deed covering all of the Premises. If LESSEE fails or refuses to deliver the required quitclaim deed, CITY may prepare and record a notice reciting LESSEE's failure to perform this Lease provision, and the notice shall be deemed conclusive evidence of the termination of this Lease and of all of LESSEE's rights in and to the Premises.

14. Rent. LESSEE shall pay to CITY rent in the amount of One Dollar ($1.00) for the entire Term. Rent shall be considered paid in full upon execution of this Lease.

    a. Time and Place of Payment. All payments to be paid by LESSEE under this Lease shall be made payable to the City Treasurer and be mailed to:

    San Diego City Treasurer
    P.O. Box 129030
    San Diego, California 92112-9030

    or hand delivered to:

    The Office of the City Treasurer
    Civic Center Plaza
    1200 Third Avenue, First Floor
    San Diego, California 92101

    CITY may change the place of payment at any time upon thirty (30) days written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

    b. Invoicing Courtesy. CITY may invoice LESSEE for amounts due under this Lease. Any such invoicing shall be deemed a courtesy only. LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount due under this Lease.

    c. Delinquent Payments. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is still unpaid after fifteen (15) days past due, LESSEE shall pay an additional five percent

(5%) (being a total of ten percent (10%)), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than Twenty-Five Dollars ($25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

15. Unauthorized Use Charge. LESSEE shall pay CITY one hundred percent (100%) of the gross receipts from any use of the Premises that is not allowed by this Lease and of which CITY has not given its prior written consent, regardless of any related penalties charged LESSEE by competent governmental authorities. Such unauthorized use charge shall be payable to CITY within thirty (30) days after LESSEE receives such gross receipts. The unauthorized use charge shall be considered "rent" under this Lease. The existence of such unauthorized use charge and CITY's acceptance thereof shall not constitute authorization for the use in question, and shall not waive any of CITY's rights under this Lease.

16. Maintenance. Throughout the Term, LESSEE shall assume full responsibility and cost for the operation, maintenance and repairs of the Premises and all improvements located thereon. LESSEE shall, at LESSEE's sole cost, make or cause all repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all laws. CITY shall at no time during the Term be required to make any improvements or repairs to the Premises, provided however CITY shall replace as and when necessary the HVAC system.

17. Prevailing Wages. By signing this Lease, LESSEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before entering onto the Premises, or allowing any contractors or subcontractors to perform work within the Premises. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. For construction work performed under this Lease cumulatively exceeding $25,000 and for alteration, demolition, repair and maintenance work performed under this Lease cumulatively exceeding $15,000, the LESSEE and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

    17.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the LESSEE, its contractors and subcontractors, shall ensure that all workers who perform work under this Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

        17.1.1. Copies of such prevailing rate of per diem wages are on file at the CITY and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. LESSEE shall

require its contractors and subcontractors to post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

17.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Lease, each successive predetermined wage rate shall apply to this Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Lease, such wage rate shall apply to the balance of the Lease.

17.2. Penalties for Violations. LESSEE and its contractors and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720-1861.

17.3. Payroll Records. LESSEE and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. LESSEE shall require its contractors and subcontractors to also comply with section 1776. LESSEE's contractors and subcontractors shall submit weekly certified payroll records online via the CITY's web-based Labor Compliance Program. LESSEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the CITY.

17.3.1. In addition to submitting weekly certified payroll role records to the CITY, LESSEE's contractors and their subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

17.4. Apprentices. LESSEE and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. LESSEE shall be held responsible for the compliance of their contractors as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

17.5. Working Hours. LESSEE and its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty

hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1 ½ time the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

17.6. Required Provisions for Subcontracts. LESSEE, and its contractors, shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.4, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

17.7. Labor Code Section 1861 Certification. LESSEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its contractors' and subcontractors' employees and by signing this Lease, LESSEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease."

17.8. Labor Compliance Program. The CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. The CITY will notify LESSEE to withhold or cause to be withheld contract payments when payroll records are delinquent or deemed inadequate by the CITY or other governmental entity, or it has been established after an investigation by the CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at (619) 236-6000.

17.9. LESSEE'S Contractor and Subcontractors Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform public work pursuant to Section 1725.5. In accordance with the Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

17.9.1. A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered

contractor pursuant to Public Contract Code section 4107.

17.9.2. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 or this section.

17.9.3. By entering into this Lease, LESSEE is certifying that it will verify that all contractors and subcontractors used on any public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5 and LESSEE shall provide proof of registration to the CITY upon request.

18. Assignment and Subletting. LESSEE shall not assign or sublease any rights granted by this Lease or any interest in this Lease without CITY's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without CITY's consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest in this Lease be assignable as to the interest of LESSEE by operation of law without the written consent of CITY. LESSEE shall pay all reasonable fees required by CITY for processing requests for consent. As a condition to any consent to an assignment, sublease or other grant of rights related to the use and occupancy of the Premises, CITY may require that this Lease be revised to comply with then-current standard CITY lease requirements.

18.1. Assignment for the purposes of this section shall include any transfer of any ownership interest in this Lease by LESSEE, and if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE's general partners, principals, or controlling shareholders.

18.2. Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired. Further, each sublessee shall agree that its sublease shall be subject and subordinate to each and every provision of this Lease. Pursuant to City Charter section 225, CITY must review and approve every person or entity which will have an interest in this Lease as a sublessee or assignee.

19. Sublease Income. Subject to CITY's prior consent to any sublease of the Premises or part thereof, in addition to any rent and fees set forth above, LESSEE shall pay monthly to CITY a sum of money equal to fifty percent (50%) of the gross revenue from all sublease income earned by LESSEE from such subletting regardless of actual receipt by LESSEE.

20. Encumbrance. LESSEE shall not encumber this Lease, its leasehold estate, or any improvements on the Property by deed of trust, mortgage, chattel mortgage, or other security instrument without CITY's prior written consent, which consent shall be in CITY's sole discretion.

21. Default and Remedies.

21.1. Default. LESSEE shall be in default of this Lease if any of the following occurs:

21.1.1. LESSEE fails to make any payment required under this Lease when due and fails to cure the default within five (5) days following written notice thereof from CITY;

21.1.2. LESSEE defaults in the performance of any covenant, term or condition required by this Lease, other than those requiring payment to CITY, to be performed by LESSEE and fails to cure the default within thirty (30) days following written notice thereof from CITY, or if any such default is not curable within thirty (30) days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;

21.1.3. LESSEE voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;

21.1.4. LESSEE is adjudicated as bankrupt;

21.1.5. LESSEE makes a general assignment for the benefit of creditors; or

21.1.6. LESSEE uses the Premises for any unauthorized purpose.

21.2. Remedies.

21.2.1. General. Upon LESSEE's default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.

21.2.2. For Monetary Default. Upon LESSEE's default for nonpayment under Section 21.1.1 of this Lease, CITY may in its sole discretion, either give LESSEE or any person, claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession of the Premises, and CITY may enter and take possession of the Premises and may recover the amount set forth below.

21.2.3. For Non-Monetary Default. Upon LESSEE's default based upon Sections 21.1.2-21.1.6 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or possession of the Premises, and CITY may enter

and take possession of the Premises and may recover from LESSEE the amount set forth below. If any default described in Sections 21.1.2-21.1.6 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.

21.2.4. CITY's Recovery Upon Termination. Upon termination, CITY may enter and take possession of the Premises, and may recover from LESSEE the sum of:

i. the worth at the time of award of any unpaid rent that was due at the time of termination; and

ii. the worth at the time of award of the amount by which the unpaid rent, that would have been earned after termination until the time of award, exceeds the amount of rental loss, if any, that LESSEE affirmatively proves could have been reasonably avoided; and

iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of rental loss, if any, that LESSEE affirmatively proves could be reasonably avoided; and

iv. any other amount necessary to compensate CITY for all the detriment proximately caused by LESSEE's breach and default, or that in the ordinary course of things, would be likely to result; and

v. all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in subsections 21.2.4 (i)-(ii), above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in subsections 21.2.4 (iii), above, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include rent and any other amounts payable by LESSEE under this Lease.

21.3. Default if Leasehold is Encumbered. If there is a CITY-approved deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of LESSEE's default under this Lease, and the same mortgagee or beneficiary shall have thirty (30) days from the notice to cure the default, or, if the default is not curable within thirty (30) days, to commence to cure the default and diligently pursue the cure to completion. CITY may extend the cure period if the mortgagee or beneficiary uses reasonable diligence to pursue a cure. If the mortgagee or beneficiary chooses to cure the default through litigation or foreclosure, then CITY may exercise any of the following options:

21.3.1. CITY may correct the default and charge the costs to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after CITY's notice of such costs to LESSEE, and mortgagee or beneficiary;

21.3.2. CITY may correct the default and pay the costs from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the costs of correction performed by or at the direction of CITY; and

21.3.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of early payoff of the related obligations by CITY. CITY may, as an alternative, substitute the terminated LESSEE with a new lessee reasonably satisfactory to the mortgagee or beneficiary. LESSEE shall pay to CITY all reasonable costs incurred by CITY in re-leasing to a new lessee.

If the default is incurable by LESSEE, then any lender holding a beneficial interest in the Premises, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this Lease. If the mortgagee or beneficiary gives notice in writing of its election to substitute itself within the thirty (30) day period after receiving CITY's written notice of a default, and the default, if curable, is cured by the mortgagee or beneficiary, then this Lease will not terminate pursuant to the default. In that event, CITY consents to the substitution and authorizes the mortgagee or beneficiary to perform under this Lease with all the rights, privileges, and obligations of LESSEE, subject to the curing of the default, if possible, by mortgagee or beneficiary. In that event, LESSEE shall assign to mortgagee or beneficiary all of its interest in and to the leasehold estate under this Lease.

21.4. Abandonment by LESSEE. If LESSEE breaches the Lease and abandons the Premises, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all of its rights and remedies under this Lease, including but not limited to the right to recover the rent as it becomes due, plus damages.

21.5. Waiver. Any waiver by CITY of a breach or default by LESSEE shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by CITY. CITY's delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Lease. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. CITY's acceptance of any rents shall not be a waiver of any default preceding such payment. LESSEE acknowledges that the Premises are publicly-owned property held in trust for the benefit of the citizens of the City of San Diego, and that any failure by CITY to discover a breach or default, or take prompt action

to require the cure of any breach or default, shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any breach or default. CITY's acceptance of a partial payment of rent shall not constitute a waiver of the balance of the rent payment due.

22. Eminent Domain. If all or part of the Premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

22.1. Full Taking. If the entire Premises are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

22.2. Partial Taking - Remainder Unusable. If a partial taking of the Premises occurs, and in the opinion of CITY, the remaining part of the Premises are unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

22.3. Partial Taking - Remainder Usable. If a partial taking of the Premises occurs, and in the opinion of CITY, the remaining part of the Premises are suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken.

22.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE's then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

22.5. Transfer. CITY has the right to transfer CITY's interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the Premises in accordance with this Lease.

22.6. No Inverse Condemnation. The exercise of any CITY right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

23. Indemnification & Hold Harmless. LESSEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Lease, LESSEE's acts or omissions in the performance of its obligations under this Lease, and all expenses of investigating and defending against

same, including without limitation attorneys' fees and costs; provided, however, that LESSEE's duty to indemnify and hold CITY harmless shall not include any established liability arising from the sole negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay the CITY for all costs related thereto, including, without limitation, reasonable attorneys' fees and costs.

CITY shall indemnify LESSEE from and against any claims asserted or liability established for damages or injuries to any person or property occurring on the Premises during the Term, including injury to CITY's elected officials, officers, employees, invitees, guests, agents, or contractors, but only to the extent such damage or injury was incurred solely as a result of the established sole negligence of CITY in the performance of its obligations under this Lease and not due in whole or in part to any breach, negligence, act, omission, or misconduct of LESSEE and its elected officials, officers, employees, representatives, and agents.

24. Insurance. Prior to the Lease Effective Date, LESSEE shall have: (a) obtained, and upon the CITY's request provided to the City, insurance certificates reflecting evidence of all insurance required below; however, the City reserves the right to request, and the LESSEE shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LESSEE's liabilities, including but not limited to LESSEE's indemnity obligations, under this Lease, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Lease and LESSEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term of this Lease may be treated as a material breach of contract by the City. The LESSEE shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Lease.

24.1. Types of Insurance. At all times during the Term of this Lease, the LESSEE shall maintain insurance coverage as follows:

24.1.1. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $2 million per occurrence and subject to an annual aggregate of $4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

24.1.2. Commercial Automobile Liability. For all of the LESSEE's automobiles including owned, hired and non-owned automobiles, the LESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form

providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

24.1.3. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Premises under this Lease or the Premises in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

24.1.4. Workers' Compensation. For all of the LESSEE's employees who are subject to this Lease and to the extent required by the applicable state or federal law, the LESSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of $1 million of employers' liability coverage, and the LESSEE shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

24.2. Deductibles. All deductibles on any policy shall be the responsibility of the LESSEE and shall be disclosed to the City at the time the evidence of insurance is provided.

24.3. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

24.4. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

24.5. Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage, or injury to persons that necessitates a medical intervention, on the Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information. Accidents that do not require medical intervention may be reported to the City in aggregate on a quarterly basis.

24.6. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Premises under this Lease or the Premises in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of said insurance to CITY's Real Estate Assets Department.

24.7. Required Endorsements. The following endorsements to the policies of insurance are required:

24.7.1. Commercial General Liability Insurance Endorsements:

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LESSEE's insurance and shall not contribute to it.

24.7.2. Worker's Compensation Insurance Endorsements:

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

25. Waste, Damage, or Destruction. LESSEE shall not commit or allow to be committed any waste or any public or private nuisance on the Premises, shall keep the Premises clean and clear of refuse and obstructions at all times, and shall dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Premises are put into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall restore the Premises at LESSEE's sole cost and expense to its prior condition within a reasonable time.

26. Acceptance of Premises. LESSEE acknowledges that the Premises are in good order and condition and shall take possession of the Premises "as is." CITY has not made and makes

no representation or warranty as to the condition or suitability of the Premises for LESSEE's intended use, and assumes no obligation to alter or improve the Premises. LESSEE has relied solely on its own independent investigations of the condition and suitability of the Premises, and is satisfied with the condition thereof. LESSEE further acknowledges that the Premises are in the condition called for by this Lease and that LESSEE does not hold CITY responsible for any defects, whether apparent or latent, in the Premises, including the presence of any Hazardous Substances as defined in this Lease.

26.1. The parties acknowledge that the Premises will be utilized by the County of San Diego to provide animal services up to and including the day prior to the Lease Effective Date under that certain lease between the CITY, as lessor, and the County of San Diego, as lessee, filed in the Office of the San Diego City Clerk as Document No. RR-306889 on June 28, 2011 ("County Animal Services Lease"). If the CITY determines, in its sole discretion, that the County of San Diego surrendered the Premises in poor condition, then the CITY may take adequate steps to ensure that the Premises are repaired to the condition required under the County Animal Services Lease. LESSEE shall cooperate with the CITY during this process. Notwithstanding any provision in this lease to the contrary, LESSEE cannot compel the CITY to take any action or initiate any claim, litigation, or any other legal or administrative proceeding to enforce the provisions of the County Animal Services Lease.

27. Entry and Inspection. LESSEE may quietly enjoy the Premises, free from unreasonable interference by CITY, except as set forth in this Lease and the Animal Services Contract, and as reasonably required in emergency situations. During such an emergency, CITY may at all times enter and inspect the Premises and the operations conducted on the Premises. For all non-emergency situations, CITY may at all reasonable times, but only upon reasonable prior notice to LESSEE, enter and inspect the Premises and the operations conducted on the Premises. If entry or inspection by CITY discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, but not the obligation, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the sole expense of LESSEE, and LESSEE shall pay promptly any and all costs incurred by CITY in having necessary maintenance work done in order to keep the Premises in a decent, safe, healthy, and sanitary condition. If at any time CITY determines that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY may, at its sole option, without additional notice, require LESSEE to file a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate in the opinion of CITY to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this Lease imposed on CITY.

28. Utilities. LESSEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with/for the operation of the Premises. All utilities on the Premises shall be installed underground and shall be used for LESSEE's operations only.

29. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered, by LESSEE without CITY's prior written approval, which approval shall not be unreasonably withheld,

conditioned or delayed. Additionally, once completed, LESSEE shall not make any structural or architectural design alterations to approved improvements, structures, or installations on the Premises without CITY's additional prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. This provision shall not relieve LESSEE of any maintenance obligation under this Lease. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations to the Premises.

30. Performance and Payment Bond. CITY shall require LESSEE to deposit with CITY, prior to commencement of any construction at the Premises, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY that the uncompleted construction shall be removed and the Premises restored to a condition satisfactory to CITY. The bond or cash shall be held in trust by CITY for the purpose specified above, or at CITY's option may be placed in an escrow approved by CITY.

    Prior to the commencement of any work on the Premises, the LESSEE shall deliver to CITY a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Premises to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Premises. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. LESSEE shall maintain the bond in full force and effect until all improvements for the construction on the Premises are accepted by CITY and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, LESSEE shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from CITY.

31. Liens. LESSEE shall protect, defend, indemnify, and hold CITY harmless from and against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises and the costs of defending against such claims, including without limitation reasonable attorneys' fees. If LESSEE causes improvements, alterations, or repairs to be made to the Premises, and a lien or notice of lien is filed against the Property, LESSEE shall notify CITY of the lien within five (5) days after LESSEE first becomes aware of the existence of the lien, and within thirty (30) days after the filing either: (a) take all actions necessary to record a valid release of the lien; or (b) file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

32. Taxes. LESSEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon the Premises or upon LESSEE's use and occupancy of the Premises, including without limitation licenses and permits, and including the land and any improvements or fixtures installed or maintained by LESSEE thereon. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation and that LESSEE may be

subject to the payment of taxes levied on that possessory interest. LESSEE shall pay all such possessory interest taxes. LESSEE's payment of taxes, fees and assessments shall not reduce any rent due to the CITY. CITY shall not assume any responsibility for any taxes whatsoever resulting from LESSEE's possession, use or occupancy of the Premises.

33. Ownership of Improvements; Removal of Improvements and Personal Property.

33.1. Improvements. During the Term, LESSEE shall own all improvements, fixtures, structures, and installations or additions to the Premises constructed or installed on the Premises by LESSEE. Upon expiration or termination of this Lease, all such improvements, fixtures, structures, and installations or additions shall be deemed a part of the Premises and shall thereafter be owned by CITY. Notwithstanding the foregoing, CITY may, upon reasonable notice to LESSEE at Lease termination or at any time prior to the expiration of the Term, elect to have part or all of such improvements, fixtures, structures, and installations or additions which were not on the Premises on the Lease Effective Date and were installed by LESSEE after the Lease Effective Date removed by LESSEE at the end of the Term. In that case, LESSEE shall, at LESSEE's sole cost and expense, remove those items designated for removal in CITY's notice and restore the Premises to CITY's reasonable satisfaction as soon as practicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Lease. LESSEE, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of such items. If LESSEE fails to remove the items as required herein, CITY may, at its option, remove them at LESSEE's sole cost and expense.

33.2. Personal Property. LESSEE shall remove LESSEE-owned machines, appliances, equipment, trade fixtures, and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty (30) days after the expiration or earlier termination of this Lease. Subject to applicable California law, any such items which LESSEE fails to so remove shall be deemed abandoned and become CITY's property free of all claims and liens, or CITY may, at its option, remove such items at LESSEE's sole cost and expense. LESSEE, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of its personal property from the Premises.

33.3. Late Removal. Notwithstanding any provision of this Lease to the contrary, LESSEE shall pay rent to CITY for any period of time after the expiration or termination of this Lease needed to remove improvements or personal property as required by this Lease, whether by CITY or LESSEE. Such rent shall be calculated on a per diem basis using the then-current fair market rental rate as determined by qualified CITY staff.

33.4. CITY's Right to Acquire Personal Property. If LESSEE wants to dispose of any of its personal property used in its operations on the Premises upon expiration or termination of this Lease, CITY shall have the first right to acquire such personal property.

34. Unavoidable Delay. If the performance of an act required of CITY or LESSEE by this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual

governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing the act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE's obligations to pay rent. The party claiming a delay shall notify the other party in writing within ten (10) calendar days after the beginning of any claimed delay.

35. Hazardous Substances. LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under, or from the Premises. LESSEE and LESSEE's agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Premises which are not related to LESSEE's Allowed Uses without CITY's prior written consent. LESSEE shall obtain and maintain all required licenses and permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a Hazardous Substance or hazardous waste.

35.1. Release. For the purposes of this provision, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of Hazardous Substances.

35.2. Hazardous Substance. "Hazardous Substance" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

35.3. Remediation. If LESSEE's occupancy, use, development, maintenance, or restoration of the Premises results in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

35.4. Removal. If LESSEE or LESSEE's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances or hazardous wastes to the Premises, LESSEE and/or LESSEE's contractor or agent shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment, or device from the Premises immediately upon, the expiration of the said approval or permit, or prior to the expiration or earlier termination of this Lease whichever occurs first. CITY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment, or devices from the Premises. LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment, or device requiring disposal or removal as required by this provision.

35.5. Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE's occupancy, use, development, maintenance, or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

35.6. Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Premises, LESSEE shall immediately notify CITY and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

35.7. Environmental Assessment. Upon reasonable cause to believe that LESSEE's occupancy, use, development, maintenance, or restoration of the Premises ("LESSEE's Operations") resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE's Operations on, in, from or under the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental law and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

35.8. Normal Items of Hazardous Substances Permitted in Premises. LESSEE may use De Minimis Amounts of Hazardous Substances in and on Premises without CITY's approval. The term "De Minimis Amounts" shall mean any Hazardous Substances being transported to or from the Premises or being stored for or used by LESSEE on the Premises in connection with LESSEE's Allowed Uses and normal business operations, all in a manner that both (a) does not constitute a violation of any applicable local, state or federal law, rule or regulation; and (b) is consistent with customary business practice for such operations in the state.

36. Notices. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, addressed as follows:

If to LESSEE:
THE SAN DIEGO HUMANE SOCIETY
Attention: Director of Government Relations
5500 Gaines Street
San Diego, CA 92110

If to CITY:
THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS 51A
San Diego, California 92101

37. Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, restoration and operation of the Premises comply with all applicable laws, rules, regulations, and requirements of competent legal authority at LESSEE's sole cost and expense. Upon receipt of written request by the City, LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE (e.g., validation of periodic inspection of LESSEE's fire-suppression equipment in the Premises). In addition, LESSEE shall comply with any and all notices issued by the Mayor or designee under the authority of any law, statute, ordinance, or regulation. Notwithstanding the foregoing, LESSEE shall not be required to make any seismic or structural upgrades, repairs, improvements or alterations to the Premises to comply with the requirements of this Section unless such upgrades, repairs, improvements or alterations to the Premises are triggered by LESSEE improvements or alterations.

38. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CPRA). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

39. Equal Opportunity and Contracting. LESSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and all other laws, rules and regulations of competent governmental authority. LESSEE shall not discriminate against any employee or applicant

for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. LESSEE shall cause the foregoing provisions, as well as the mandatory language required by San Diego Municipal Code section 22.2704, to be inserted in all commercial subleases and all contracts for any work covered by this Lease so that such provisions will be binding upon each commercial sublessee and contractor. LESSEE shall fully cooperate with any investigation conducted by the City of San Diego, in its governmental capacity, pursuant to its Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time], and upon CITY's request, LESSEE shall submit a current Workforce Report. LESSEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Lease and debarment from participating in CITY contracts for a period of not less than one (1) year.

40. Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease. LESSEE's failure to maintain equal benefits shall be a default of this Lease.

41. Disabled Access Compliance. LESSEE shall, as applicable to the Premises and LESSEE's possession, use and occupancy thereof, comply with the California Government Code sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE's compliance shall include but not necessarily be limited to the following:

41.1. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

41.2. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.

41.3. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.

41.4. Where required by law, any improvements made to the Premises by LESSEE shall comply with municipal disabled access requirements by bringing up to code and making accessible any areas of the Premises which deny access to disabled persons. All improvements and alterations shall be at the sole cost of LESSEE.

41.5. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

41.6. LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

42. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Premises have not been inspected by a Certified Access Specialist (CASp).

42.1. Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

43. Drug-free Workplace. LESSEE shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

43.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition; and

43.2. Establish a drug-free awareness program to inform employees about all of the following:

43.2.1. The dangers of drug abuse in the workplace;

43.2.2. LESSEE's policy of maintaining a drug-free workplace;

43.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and

43.2.4. The penalties that may be imposed upon employees for drug abuse violations.

43.3. LESSEE shall include in each of its subleases, sublicenses, and contracts related to this Lease language obligating each sublessee, sublicensee, and contractor to comply with the provisions of this section to maintain a drug-free workplace. LESSEE, and each of its sublessee, sub-licensees, and contractors, shall be individually responsible for their own drug-free workplace program.

44. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Lease if LESSEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of LESSEE for this Lease. It is not the intent of this policy that these provisions apply to members of the City Council.

45. Local Business and Employment. LESSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Lease and to the extent legally possible, LESSEE shall use its best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. LESSEE shall use its best efforts to hire qualified local residents and firms whenever practicable.

46. Water Quality – Best Management Practices. The CITY and LESSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the LESSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Storm Water Ordinance.

    Therefore, LESSEE shall, at a minimum, implement and comply, as applicable, with the BMPs for industrial and commercial facilities adopted under the San Diego Municipal Code Section 43.0307(a).

    It is ultimately the LESSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, the LESSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

47. Nondiscrimination. This Lease is made and accepted upon and subject to the covenant and condition, which shall run with the land, that LESSEE or any person claiming under or through LESSEE shall not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, national origin, ancestry, familial status, or source of income in the possession, use and occupancy of the Premises or in the selection, location, number, use or occupancy of tenants, subtenants or vendees in the Premises.

48. Equal Pay Ordinance. Unless an exception applies, Lessee shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Lease, Lessee certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

    48.1. Lessee and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to Lessee. Lessee shall require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

48.2. Notice Requirement. Lessee must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

49. Cumulative Remedies. CITY's rights and remedies under this Lease are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

50. Survival. Any obligation which accrues under this Lease prior to its expiration or termination shall survive such expiration or termination.

51. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.

52. No Affiliation. Except as provided in the Services Contract, nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and LESSEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of LESSEE or any other party or entity.

53. Entire Agreement and Understanding. This Lease constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Lease and LESSEE's occupancy, use, development, maintenance, and restoration of the Premises. Any modification, alteration, or amendment of this Lease shall be in writing and signed by all the parties hereto. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties to this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read the Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions.

54. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

55. Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner, as determined by CITY in its sole reasonable discretion.

56. Conformity. The policies established by LESSEE for the operation of the Premises shall conform to the general policies established by CITY for the use and operation of similar CITY-owned properties.

57. Related Governmental Actions and Approvals. By entering into this Lease, the CITY is not obligating itself to any other government agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the

Premises. Discretionary action includes, but is not limited to, rezoning, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Premises. LESSEE shall be solely responsible for processing all land use, development, and construction approvals required for the use and occupancy of the Premises. This Lease shall not be interpreted by any decision-maker on any CITY-issued permit or approval to override or dictate the outcome of any findings required for any permit or development approval.

58. Authority to Contract. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

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IN WITNESS WHEREOF, this Lease is executed to be effective as of the Lease Effective Date.

THE SAN DIEGO HUMANE SOCIETY, a 501(c)(3) corporation

BY: _____

Name: GARY WEITZMAN

Title: President

Date: 4/23/18

THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____

Name: _____

Title: _____

Date: _____

San Diego City Council Authorizing Resolution No. R. _____ Date of Final passage.

Approved as to form this _____ day of _____, 2018.

MARA W. ELLIOTT, City Attorney

BY: _____

Name: _____

Title: _____

Exhibit 1: Parcel Map
Exhibit 2: Aerial View of Premises
Exhibit 3: Animal Services Contract
Exhibit 4: Floor Plan

EXHIBIT 1
PARCEL MAP

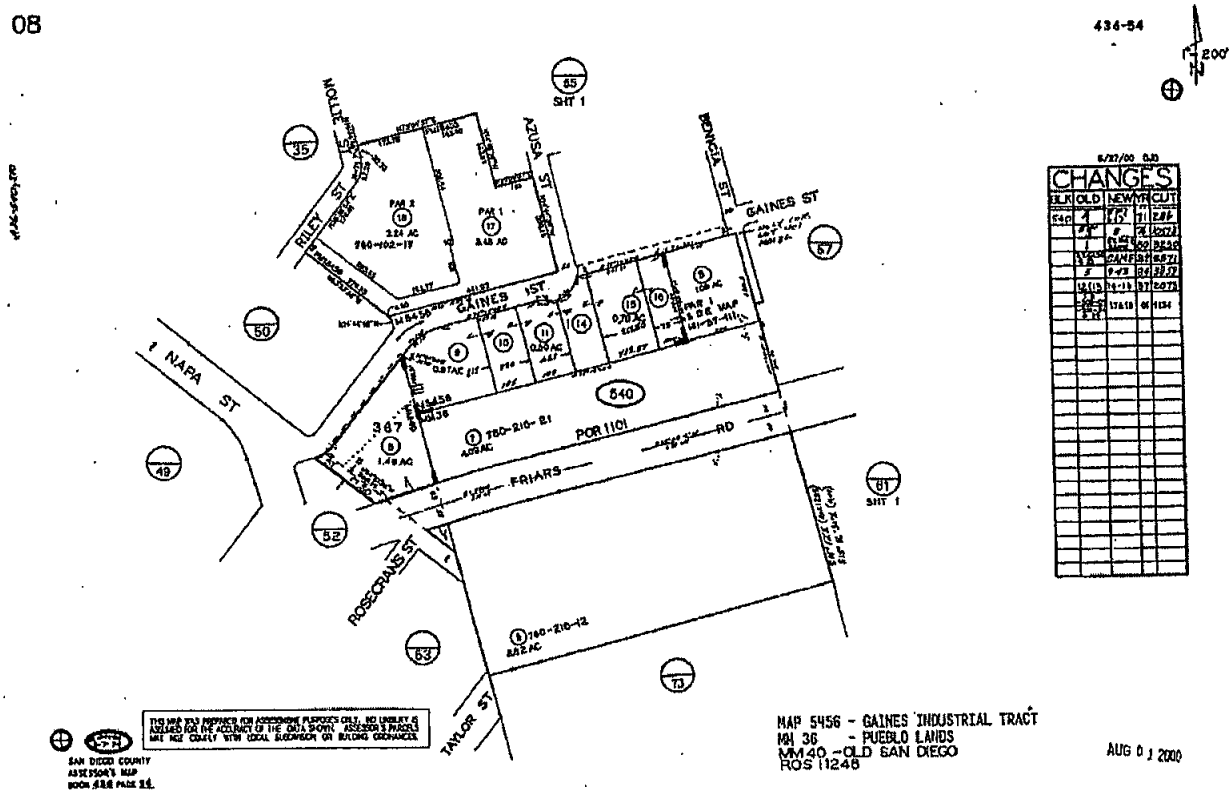


EXHIBIT 2
AERIAL VIEW

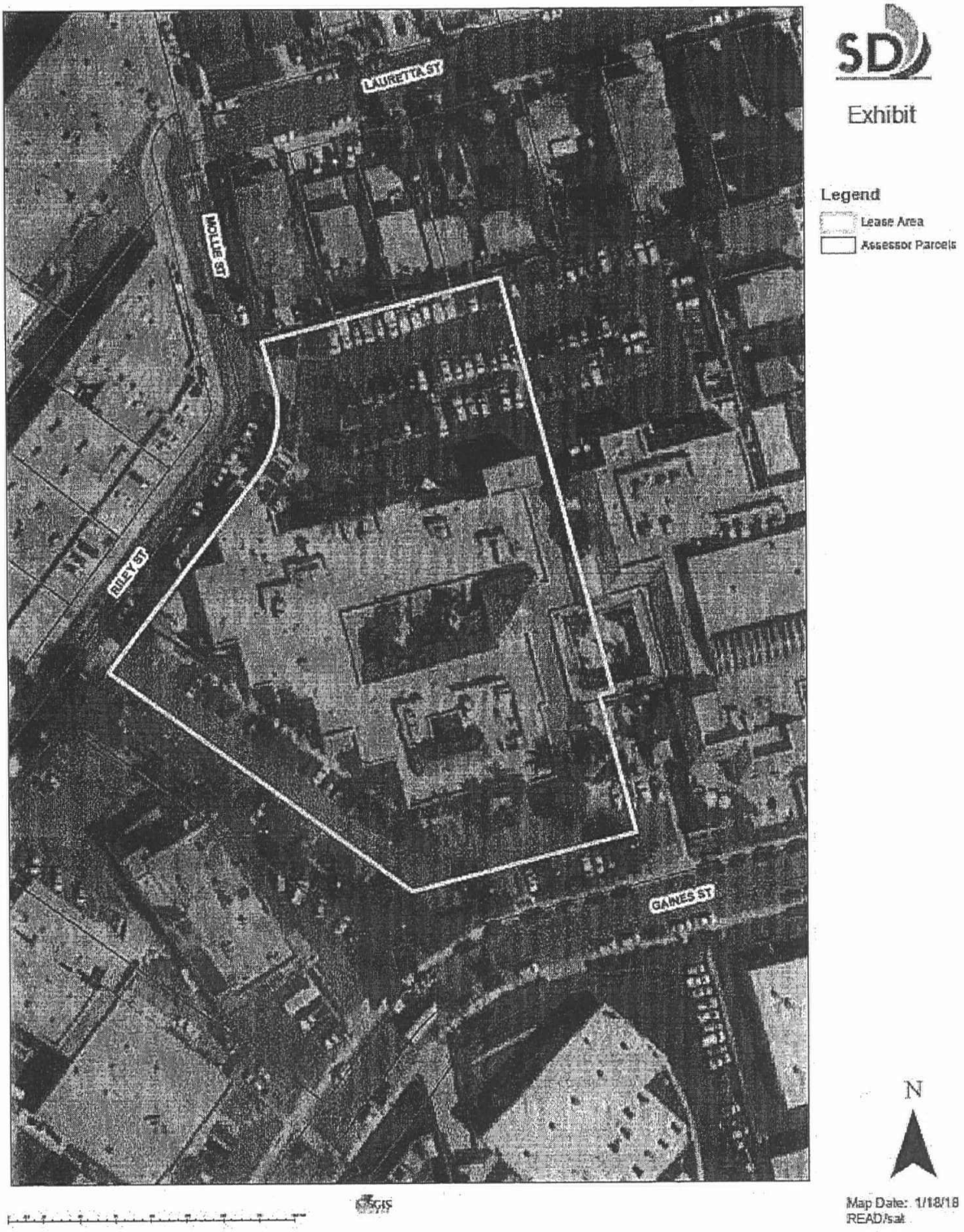
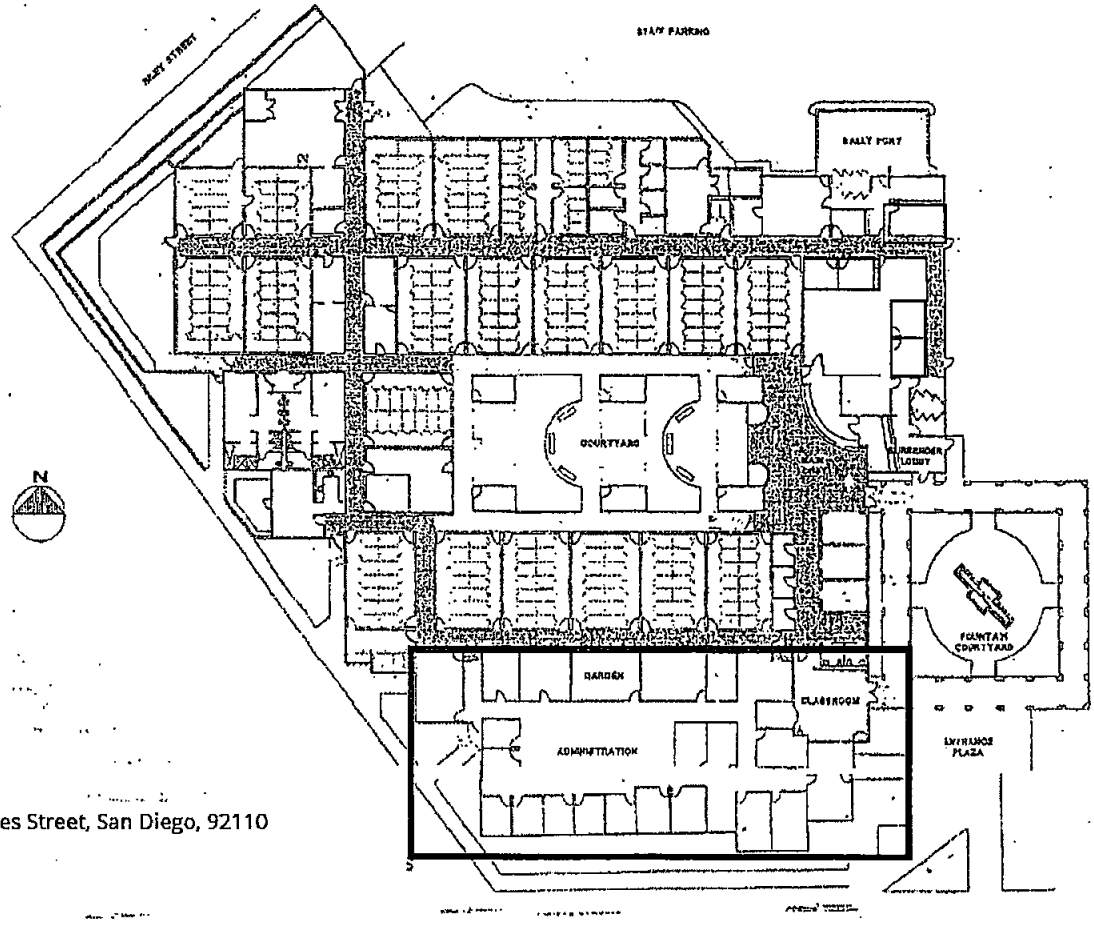


EXHIBIT 3
ANIMAL SERVICES CONTRACT

EXHIBIT 4
FLOOR PLAN



5480 Gaines Street, San Diego, 92110

EXHIBIT F
PERFORMANCE MEASURES AND STANDARDS OF SERVICE

Performance measures and standards of service described in this Exhibit may be modified, added to, or removed after the first year of the contract, if mutually approved by the City and the Contractor as part of an agreement to extend the contract after the initial 18-month term.

A. **ANIMAL FIELD SERVICES REQUIRED RESPONSE TIMES.** The priority category assigned to each type of service determines the required response time.

Priority Category/Response Time	Example of Call
Priority 1: Immediate Response within 30 minutes	• Persons in danger • Animal in immediate danger • Urgent medical care needed • Animal in a secured vehicle ("Hot Dog") • Animal fighting cases • Intentional cruelty in-progress • Assist Public Safety agency • Bite to person (animal not contained) • Exigent circumstances: gunshot wounds, stabbings, broken bones, serious open wounds, visibly injured/trapped animal • Street sale of animals (after all other Priority 1 calls are handled)
Priority 2: Response within 3 hours	• In-progress incidents not reaching Priority 1 • Bite to person (animal contained, reported within 24 hours) • Running-at-large (in progress) • Abandonment • Captured/caged animals/confined strays
Priority 3: Response within 12 hours	• Intentional cruelty not in-progress • Non-life threatening medical care needed • Non-exigent circumstances: skin infections, gum/teeth infections, severely emaciated, over-grown hooves • Hoarding – no immediate emergency • After-the-fact bite (reported after 24 hours)
Priority 4: Response within 24 hours	• Check the well-being with a reporting party • No water (temperature dependent) • Emaciated (thin or bones showing) • Lead too short • Inadequate or no shelter • Event sale of animals (i.e., flea markets)

Priority Category/Response Time	Example of Call
Priority 5: Response within 48 hours	• Check the well-being – no reporting party • Running-at-large (not in-progress) • Pet shop inspections • Rodeo or circus inspections • Kennel inspections

The following describes the required response time for each priority level and the expected percentage of calls for service to be responded to within the required response time, unless Contractor is responding to a declared emergency or extraordinary event as outlined in Exhibit B, Section O.

1. Priority 1 – Priority 1 calls for service must be responded to within 30 minutes. It is expected **that 90% of Priority 1 calls for service will be responded to within 30 minutes.**
2. Priority 2 – Priority 2 calls for service must be responded to within 3 hours. It is expected **that 80% of Priority 2 calls for service will be responded to within 3 hours.**
3. Priority 3 – Priority 3 calls for service must be responded to within 12 hours. It is expected **that 80% of Priority 3 calls for service will be responded to within 12 hours.**
4. Priority 4 – Priority 4 calls for service must be responded to within 24 hours. It is expected **that 90% of Priority 4 calls for service will be responded to within 24 hours.**
5. Priority 5 – Priority 5 calls for service must be responded to within 48 hours. It is expected **that 90% of Priority 5 calls for service will be responded to within 48 hours.**

Contractor dispatch services should include answering **80% of calls to Dispatch in less than 2 minutes, and have a maximum abandoned call rate of 11%.**

B. ANIMAL SHELTERING. The expected normal outcomes for sheltered animals includes the following:

1. Contractor shall initiate or partake in reunification efforts with **100%** of impounded animals that are licensed, chipped, or otherwise identified.
2. Contractor shall make its best effort to achieve a live release rate of **85%** or higher for cats and dogs combined within the City of San Diego each fiscal year, as defined by the San Diego Animal Welfare Coalition Accords.
3. Contractor shall ensure that **0%** of healthy or treatable animals that enter the Contractor's shelter system are euthanized, as defined by the San Diego Animal Welfare Coalition Accords.
4. Contractor shall maintain Gaines Street Facility so that all maintenance needs are reported and addressed in a timely manner.

C. MEDIA REQUESTS AND RELEASE OF INFORMATION. Contractor shall adhere to all media and release of information specifications in Statement of Work (Exhibit B) Sections Q and R, including the following:

1. Contractor shall include the City's Communications Director or designee on **100%** of media correspondence.

2. Contractor shall include the City's Communications Director or designee on all media correspondence involving City contracted animal services.
3. Contractor shall coordinate **100%** of all media requests to conduct interviews specific to the City's Animal Service Contract via the Animal Services Program Manager and the City's Communications Director or designee.
4. Contractor shall receive approval from the City prior to responding to requests for information for **100%** of the requests received, unless otherwise specified in Exhibit B.

D. **CUSTOMER SERVICE.** Contractor shall provide quality customer service.

1. Contractor shall respond to **100%** of new kennel requests (after zoning approval) within 14 days of receipt.
2. Contractor shall process **100%** of license renewal requests within 14 days of receipt.
3. Contractor shall process (review, record, and notify) **90%** of customer requests for rabies exemption within 14 days of receipt.
4. Upon receipt, Contractor must respond to **100%** of complaints within **24 hours.**
5. Contractor shall manage the City of San Diego's dog license program, including working to increase the number of licensed, vaccinated dogs within the City of San Diego.

EXHIBIT G

- A Passion for Paws
- A Wish For Animals
- Ace Of Hearts Dog Rescue
- Alura Always & Forever Pekingese Rescue
- Angels Of Rawley Foundation
- Aztec Doberman Rescue
- Beagles & Buddies
- Bichon FurKids Rescue
- Bichon Rescue Of OC
- Border Collie Rescue CA
- Border Collies In Need
- Briard Rescue
- California German Shorthaired Pointer Rescue
- California Labrador Retrievers
- CalWEAR
- Cat Adoption Service (C.A.T.S.)
- Chihuahua Rescue of San Diego
- Chows Plus
- Coastal German Shepherd Rescue
- Dachshund Paws + Pals
- Dachshund Rescue Of Los Angeles
- Dachshund Rescue Of San Diego
- Dogz in Need
- East County Animal Rescue
- Falcon Ridge Equine Rescue
- Ferdinands Familia
- Fourpaws Coonhound Rescue and Friends, Inc.
- French Bulldog Rescue Of Georgia
- Friends For Pets Foundation / Weimaraner
- Fund For Animals Wildlife Sanctuary
- Golden Hearts Animal Sanctuary
- Great Pyrenees Association of Southern CA
- Happy Hearts German Shepherd Rescue
- House Rabbit Society
- Husky Haven of LA
- It's the Pits
- Labrador Rescuers San Diego
- Labs And More Rescue
- Last Chance At Life All Breed Rescue
- Love Your Feral Felines
- Lucky Bunny Rabbit Rescue
- Luna Siberian Husky Rescue
- Project I Belong
- Queen'S Best Stumpy Dog Rescue
- Rescue House
- Rhodesian Ridgeback Rescue
- Rocket Dog Rescue
- San Diego Herpetological Society
- San Diego Turtle and Tortoise Society
- Second Chance Dog Rescue
- Shelly's Shelter
- Shelter Pet Partners
- Southern California German Shepherd Rescue
- SPOT-Saving Pets One at a Time
- The Barking Lot
- The Rescued Pup
- The Wee Companions
- Wildlife Rescue
- Woof Project Rescue
- Yorkie Rescue Of America
- Cat House On The Kings
- Cats & Canines, Inc.
- Coronado CARES
- English Springer Rescue America
- Fallbrook Animal Sanctuary
- Farm Sanctuary - Los Angeles
- Martin's Home, Inc.
- A Wish for Animals
- Afghan Hound Rescue of Southern California
- Alaskan Malamute Rescue & Referral
- American Brittany Rescue
- American Bullmastiff Association Rescue
- AMRT - Animal Match Rescue Team
- Animal Rescuers without Borders
- Aussies and Others
- Bichon Fur Kids
- Boston Brigade
- Boston Buddies - Terri Crook
- CA Labradors, Retrievers & More
- Cat Adoption Service
- Chihuahua Rescue San Diego
- Chinese Sharpei Network
- Chloe Sanctuary for Parrots and Cockatoos
- Doberman Assistance Network
- Frosted Faces
- German Shorthair Pointer Rescue
- Golden Retriever Club of Greater Los Angeles Rescue
- Greater San Diego Whippet Association Rescue
- Havanese Rescue
- Holly's Garden
- Hoofs and Woofs
- Just a Dog Pit Bull Rescue
- Labradors and Friends
- Lazy Dog Rescue
- Lionel's Legacy
- Maltese Rescue CA
- MeoowzResQ
- Naked K9
- National Brittany Rescue and Adoption Network
- Next Step Service Dogs
- Passion for Pitties
- Pit Bull Rescue San Diego
- Pixie Project
- Pug Rescue of San Diego County
- Puggles and Pitties
- Rat Bone Rescues
- Russell Rescue
- San Diego Basset Rescue
- San Diego Bulldog Rescue
- Southern California Abyssinian Rescue
- Southern California Bouvier des Flanders Club Rescues
- Southern California Siamese Rescue
- Southern California Vizsla
- Southwestern Rottweiler Club of San Diego
- Sunny Saints Southern California Saint Bernard Rescue
- The Rescued Dog
- Ton's Reptile Rescue
- United Yorkie Rescue
- Upward Dog Rescue
- Xoloitzcuintli Primitave Breed Rescue
- Yorkshire Terrier National Rescue
- Parrot Education and Adoption Center (P.E.A.C.)
- The Rescue Team
- Hickory Level Hound

EXHIBIT H
CITY OF SAN DIEGO CONTACT INFORMATION

1. **Parks & Recreation.** For operations within City parks and open space areas, the Contractor will coordinate with the Parks & Recreation Department for animal control matters such as off-leash dogs, animal waste violations, restricted parks per the San Diego Municipal Code (SDMC) (example: Mission Bay and Shoreline parks have limitations on when dogs may be present, leashed or not), and related matters.
   Andrew Field
   Assistant Director, Park & Recreation
   619-235-1110
   Afield@sandiego.gov
2. **San Diego Police Department.** Calls from Contractor should be made to SDPD Communications.
   a. Sworn officer calling for emergency assistance: use officer radio with access to SDPD frequency.
   b. Request for emergency assistance (no radio available): call Desk Lead Dispatcher number at 619-685-0451.
   c. Non-emergency calls: call Officer Inquiry number at 619-531-2050.
3. **Communications Department.** Contractor shall coordinate with the City's Communications Department on all media requests received.
   Tim Graham
   Supervising Public Information Officer, Communications Department
   619-533-4588
   TGraham@sandiego.gov
4. **Department of Information Technology and Office of the City Treasurer.** Contractor shall immediately provide notice to the City's Information Security Officer and the Office of the City Treasurer of any unauthorized access to Contractor's payment card cardholder data.
   a. **Department of Information Technology:**
      Darren Bennett
      Deputy Director, Chief Information Security Officer
      619-533-4840
      Dbennett@sandiego.gov
   b. **Office of the City Treasurer**
      Investment Division
      619-533-6314
5. **Purchasing & Contracting Department Representative.** The Administrator for this Contract is the Director of Purchasing and Contracting for the City, or her designee. The Administrator is responsible for overseeing and monitoring this Contract. All invoices, notices, and legal correspondence should be issued to:
   Christiana Gauger
   Animal Services Program Manager,
   Purchasing & Contracting Department
   1200 Third Avenue, Suite 200
   San Diego, CA 92101

EXHIBIT I

Purchasing and Contracting Department
City of San Diego

REQUEST AND CERTIFICATION FOR SOLE SOURCE PROCUREMENT

To: Purchasing and Contracting Director or Designee

From:	Matthew Helm	Deputy Director	Purchasing & Contracting
	Name	Title	Department

Date: November 30, 2017

1. Describe goods or service(s) to be purchased. Include vendor's cost, City stock number if applicable, name, and telephone number:
The City of San Diego (City) issued a request for information (RFI) on October 12, 2017 for establishing animal control services specifically for the City. The County of San Diego, who has provided services for the City since 1971, gave notice in May of 2017 that effective June 30, 2018, services for the residents would be the responsibility of the City. The RFI allowed the City to negotiate directly with a sole respondant provided they were capable and licensed to perform the work. In this case, the San Diego Humane Society responded to the RFI expressing a willingness, capacity and expertise for delivering animal control and sheltering services to the residents of the City.

2. Explain why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible:
In this case, the San Diego Humane Society is the only qualified provider of animal control and sheltering services in the region. By law, animal control can only be performed by law enforcement, the Humane Society or the American Society for the Prevention of Cruelty of Animals. In this region, the Humane Society and ASPCA are merged and law enforcement does not have the required capacity or extpersie to carry these functions out.

3. This sole source procurement is necessary because:

- ☐ Goods are available from only one source
- ☐ The requested goods are replacement parts or components for existing City equipment or required by warranty and/or insurance coverage
- ☐ The contract is necessary for the reasons explained in San Diego Municipal Code (SDMC) section 22.3208(d) (explain) Click here to enter text.
- ☒ Other (describe) The City is responsible to provide these services without interruption to the residents of the City and the Humane Society is the sole provider of these services with capacity in the region.

4. Goods and services evaluated (add additional pages, if needed):

A. Click here to enter text. | Click here to enter text. | Click here to enter text.

	Good/Service	Name of Vendor	Bid Amount
	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Person Contacted	Telephone Number	SLBE Status
B.	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Good/Service	Name of Vendor	Bid Amount
	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Person Contacted	Telephone Number	SLBE Status
C.	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Good/Service	Name of Vendor	Bid Amount
	Click here to enter text.	Click here to enter text.	Click here to enter text.
	Person Contacted	Telephone Number	SLBE Status

REVIEWED:

Department Director or Designee — Date

APPROVED: [signature] 1.18.2018

Deputy Chief Operating Officer — Date

DENIED:

Deputy Chief Operating Officer — Date

Reason for denial: _____

5. Purchasing Department Comments:
THE SD Humane society WAS THE SOLE Qualified respondant to the RFI.

Buyer: _____ Date

☒ Given the information in your memorandum, I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would therefore be undesirable, impracticable, or impossible. My approval is valid for five (5) years from the signature date below. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting in order for a Purchase Order to be issued.

APPROVED: [signature] 1.18.2018

Purchasing Director/Designee under SDMC §22.3016 — Date

DENIED: _____

Purchasing Director/Designee under SDMC §22.3016 Date

Reason(s) for denial: _____

_____

EXHIBIT J
Community Engagement and Services

In addition to those Services identified in Exhibit B, the Contractor may routinely provide the City with additional "Community Engagement and Services." The services identified below will be provided to the City at no additional charge unless otherwise specified and is subject to modification at the Contractor's discretion based on resources and capacity. Such community engagement and additional services may include:

- Public education.
- Animal behavior modification program.
- Seasonal 24-hour kitten nursery.
- Pet education classes.
- Community events.
- Affordable Community Veterinary assistance programs such as:
    - Spay/Neuter;
    - Vaccinations including rabies clinics; and
    - Microchipping.
- Safety net service programs.
- Owner requested euthanasia.

EXHIBIT K

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavignac.com
INSURED SDHUMSO-01 San Diego Humane Society 5500 Gaines Street San Diego CA 92110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Ins Co of NY — 22136 INSURER B : Zenith Insurance Company — 13269 INSURER C : BCS Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1069813854 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PAC3070144	7/1/2017	7/1/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Vet. Prof. Liab.	$ 1,000,000
A	AUTOMOBILE LIABILITY			CAP3070145	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	Z126778104	9/12/2017	9/12/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber			RPSP0476668M	4/6/2016	4/6/2019	Limit: 2,000,000 Retention: 5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured coverage applies to General Liability for The City, its officers, employees, and volunteers per policy form. Primary and Non-Contributory coverage applies to General Liability per policy form. Waiver of subrogation applies to General Liability, and Workers Compensation per policy form. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Cavignac & Associates will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER

City of San Diego,
Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego CA 92101-4195

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GREAT AMERICAN INSURANCE GROUP
Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	$ 20,000	3
Damage to Premises Rented to You	$ 1,000,000	3
Supplementary Payments - Bail Bonds	$ 3,000	4
Supplementary Payments - Loss of Earnings	$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	$ 1,000/$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any Insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $ 20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

   3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

      However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

      I. rupture, bursting, or operation of pressure relief devices;

      II. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

      III. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

      Iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of **$ 1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4.** Other Insurance, paragraph **b.** Excess Insurance where the words "Fire Insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:

   9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A** and **B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$ 3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$ 1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named Insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

   c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations:**

Failure of the insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

   (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

   As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

   (aa) commence on a clearly identifiable day during the policy period; and

   (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and

   (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and

   (dd) be neither expected nor intended from the standpoint of any Insured; and

   (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

   (ff) not originate at or from a storage tank or other container, duct or piping which:

   a. is below the surface of the ground or water; or

   b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

   Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B:**

3. We will pay up to $ 5,000 for loss to personal property of others while in the temporary care, custody or control of an Insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

   a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

   (a) a written contract; or

   (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

   but the written or oral contract or agreement must be an "insured contract," and,

   (i) currently in effect or become effective during the term of this Policy; and

   (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

   (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

   (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

   (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

   (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

   (e) This insurance applies only to the extent permitted by law.

3. This Insurance does not apply to:

   (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

   (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The Insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

   a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

   b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

   c. the Additional Insureds financial control of you; or

   d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

   However:

   1. the Insurance afforded to such additional insured only applies to the extent permitted by law; and

   2. If coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

   With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties In the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this Insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

   At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

   Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

   Regardless of the number of Insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

   1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **$ 1,000.**

   2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **$ 5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE.**

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED:**

   Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

   This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

   h. mental injury, mental anguish, humiliation, or shock, if directly resulting from items **14.a.** through **14.e.**

EXHIBIT K

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☑ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
8/29/11	San Diego	Disability	N	Resolved	Arbitration & settlement
11/4/2010	Escondido	Disability	N	Resolved	Settlement

Robust legal review of processes & procedures for terminations esp re: ADA interactive process,

Contractor Name: San Diego Humane Society & SPCA

Certified By Audrey Lang Title VP, Organizational Development

Name

Audrey Lang Date 4/5/18

Signature

Claim from 2010 was underway prior to San Diego Humane Society's acquisition of Escondido's North County Humane Society & settled in 2011 after merger.

The City of SAN DIEGO
Purchasing & Contracting
Equal Opportunity Contracting

Complete this form and return via Email to: ContactLWO@sandiego.gov

LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE

REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: San Diego Humane Society and SPCA

Company Address: 5500 Gaines St., San Diego, CA 92110

Company Contact Name: Audrey Lang Contact Phone: 619.299.7012x203

CONTRACT INFORMATION

Contract Number (if no number, state location): San Diego, CA Start Date: 7/01/2018

Contract Title (or description: Svc agmt btwn City of SD & SDHS End Date: 6/30/2023

Purpose/Service Provided: Animal Services

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

(a) Pay covered employees the current fiscal year hourly wage rate;

(b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;

(c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;

(d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;

(e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;

(f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;

(g) Maintain wage and benefit records for covered employees for 3 years after final payment;

(h) Perform at least fifty percent (50%) of the work with its own employees; and

(i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Audrey Lang — Name of Signatory

VP for Organizational Development — Title of Signatory

Audrey Lang — Signature

4/9/18 — Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number: San Diego, CA

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The offeror shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

Service Agreement between the City of San Diego and San Diego Humane Society for Animal Services

B. BIDDER/PROPOSER INFORMATION:

San Diego Humane Society and SPCA			
Legal Name		DBA	
5500 Gaines Street	San Diego	CA	92110
Street Address	City	State	Zip
Dr. Gary Weitzman, CEO	619-299-7012		
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
   ☑ **Yes** ☐ **No**

   If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐ Yes ☑ No

If **Yes**, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

☑ **Corporation** Date Incorporated: 03 / 10 / 1880 State of Incorporation: California

List corporation's current officers: President: Gary Waltzman
Vice Pres: Coleen Blackmore Reilly
Secretary: Ken Cohen
Treasurer: _____

Type of corporation: C ☑ Subchapter S ☐

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If **Yes**, after what date: 04/16/1888

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

☐ **Limited Liability Company** Date formed: ___/___/_____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____

_____

☐ **Partnership** Date formed: ___/___/_____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

Sole Proprietorship Date started: ___/___/_____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

Joint Venture Date formed: ___/___/_____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form.*

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ **Yes** ☑ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: First Republic Bank

Point of Contact: Mary Jo Bayard

Address: 1280 4th Ave, San Diego, CA 92101

Phone Number: 619-338-1540

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: n/a for nonprofit Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
☐ **Yes** ☑ **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☑ No

If **Yes**, use *Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☑ No

If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Poway

Contact Name and Phone Number: Robin Bettin 858-668-4585

Contact Email: rbettin@poway.org

Address: 13325 Civic Center Drive, Poway, CA 92064

Contract Date: July 1, 2014

Contract Amount: $231,364.20

Requirements of Contract: Animal Services

Company Name: City of San Marcos

Contact Name and Phone Number: Barry Reynolds 760-744-1050, Ext. 32

Contact Email: breynolds@san-marcos.net

Address: 1 Civic Center Drive, San Marcos, CA 92069

Contract Date: July 1, 2014

Contract Amount: $484,290.24

Requirements of Contract: Animal Services

Company Name: City of Vista

Contact Name and Phone Number: Tony Winney 760-643-5208

Contact Email: twinney@ci.vista.ca.us

Address: 200 Civic Center Drive, Vista, CA 92084

Contract Date: July 1, 2008

Contract Amount: $452,647.68

Requirements of Contract: Animal Services

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

   ☐ Yes ☑ No

   If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

   ☐ Yes ☑ No

   If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

   ☐ Yes ☑ No

   If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

   ☐ Yes ☑ No

   If **Yes**, use *Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

   ☐ Yes ☑ No

   If **Yes**, use *Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☐ No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☑ Yes ☐ No
2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐ Yes ☑ No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification #_____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ Yes ☑ No If **Yes**, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (circle all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (circle all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response, in its opinion, if the Contract has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☑ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Gary Weitzman, CEO		04/06/2018
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Section L: Full list of assets to be provided to City as requested.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Gary Weitzman, CEO
Print Name, Title

Signature

04/06/2018
Date