

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

SAN DIEGO HUMANE SOCIETY

TO PROVIDE ANIMAL SERVICES

DOCUMENT NO. 00-21648

FILED MAY 16 2023

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and San Diego Humane Society (Contractor).

RECITALS

A. On October 20, 2022, 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 Attachment 1. Contractor responded to the City's RFI on November 8, 2022. Contractor was the only respondent and, as stated in the RFI, the City determined that a sole source contract was applicable.

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

C. City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Services.

D. 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).

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

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

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 Contract Administrator. The Parks and Recreation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Tim Graham
Program Coordinator
2130 Pan American Plaza, San Diego, CA 92101
619-525-8226
tgraham@sandiego.gov

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Revised: June 17, 2019
OCA Document No. 1690273_2

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a term ten of (10) years beginning on July 1, 2023 through June 30, 2033. The term of this Agreement shall not exceed this duration unless approved by the City Council by ordinance. Years five (5) through ten (10) of the term of this Agreement are contingent on the City certifying that the award of a sole source agreement to the Contractor is necessary in accordance with SDMC §22.3016. Contractor may request a review of its compensation schedule in years three (3) and six (6) of the Agreement.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

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 B) 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 or expiration of this Contract, Contractor agrees to work with the City to help ensure the continuity of animal services for City residents.

If ensuring the continuity of animal services for City residents requires the provision of services by Contractor beyond the termination or expiration date of this Contract, the City and Contractor will mutually agree upon appropriate compensation for those services before they are to be provided.

ARTICLE 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Agreement, in an amount not to exceed \$222,413,170 as stipulated in Exhibit A, Section S. Compensation.

ARTICLE 4 WAGE REQUIREMENTS

4.1 Wage Requirements. This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit D.

ARTICLE 5 ADDITIONAL INSURANCE REQUIREMENTS

5.1 Insurance. In addition to the general requirements for insurance listed in Exhibit B, Article VII, which includes Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, and Professional Liability (Errors and Omissions), the City requires Contractor carry and submit endorsements to the City for the following:

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

5.1.2 Commercial General Liability with a limit of no less than \$2,000,000 per occurrence, \$4,000,000 aggregate.

ARTICLE 6 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 SAN

Agreement
Revised: June 17, 2019
OCA Document No. 1690273_2

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 the Contract are contingent upon Contractor's compliance with the terms and provisions of the Lease.

ARTICLE 7 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 A, Section G, 10, a, viii (Reports, Quarterly Reports).

ARTICLE 8 CONTRACT DOCUMENTS

8.1 **Contract Documents.** This Agreement including its exhibits completely describes the goods and services to be provided.

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:

- 1st Any properly executed written amendment to the Contract.
- 2nd The Contract and all incorporated Exhibits.
- 3rd 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 B and this Contract, this Contract prevails.

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

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

CONTRACTOR
SAN DIEGO HUMANE SOCIETY

CITY OF SAN DIEGO
A Municipal Corporation

By: Gary Weitzman
By: Gary Weitzman (Apr 26, 2023 21:12 PDT)
Name: Gary Weitzman
Title: President and CEO
Date: Apr 26, 2023

By: [Signature]
Name: Alla Khouri, Deputy Chief Operating Officer
Director, Purchasing & Contracting
Date: June 27, 2023

Approved as to form this 27 day of
June, 2023
MARA W. ELLIOTT, City Attorney

By: [Signature]
Deputy City Attorney
Karen Li
Print Name

EXHIBIT A
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.
4. Engage in collaborative partnerships with stakeholders.
5. Competently and safely perform all aspects of this scope of work.

B. SCOPE OF SERVICES OVERVIEW. Contractor shall provide animal sheltering, medical and veterinary services, and animal field services to all residents of the City of San Diego 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 dog 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.
7. Disaster preparedness.

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 deferred maintenance plans, based upon the City's most recent facility review. The lease is attached hereto as Exhibit E. In addition, Contractor may shelter City animals that will not be housed at 5480 Gaines Street including livestock and horses, at one of their locations in San Diego, Oceanside, Escondido, or El Cajon.

Contractor will continue to review options for an animal sheltering facility to be located in southern San Diego. Contractor proposals for a sheltering facility in southern San Diego, including all associated costs, must be reviewed and approved by the City prior to use by the Contractor.

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 will humanely, safely, competently, 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. Implement and administer a Community Cat Program as described in Exhibit F that is aligned with national best practices and includes all or some of the following components: trapping, spaying/neutering, vaccination, and medical treatment as appropriate of healthy, free-roaming cats without signs of ownership before they are returned to their outdoor homes.
- k. 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 G.

- 2. Contractor shall provide sheltering at another permanent location(s) other than the Gaines Street Shelter that will include the sheltering of livestock and horses in its Escondido facility. Requirements associated with the emergency sheltering of animals including livestock is detailed in Section O.
- 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 declared or proclaimed 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, and in a manner that ensures human health and safety.
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 stray domestic animals contained by residents 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 stray dogs running at large. Contractor shall not engage in any act that endangers the public health or safety.
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). To assist in these efforts, the Contractor will provide a Park

Officer Program as outlined in Exhibit H. The Contractor will coordinate the administration of the program with City's Parks and Recreation Department pursuant to Exhibit A, sections G.2. and J.1, and Exhibit H. Contractor shall have no fewer than four humane law enforcement officers dedicated to the Parks Patrol Program. Short-term, occasional deviations of less than one calendar week due to planned time off, call outs related to illness and other unexpected staffing events are permitted. Any long-term staffing or program changes must be agreed upon by the City. The Parties further agree to review and assess the program on an annual basis and adjust as needed. Notwithstanding anything else to the contrary in this Contract, the City may, upon mutual agreement with the Contractor, adjust the scope of work for the Park Officer Program with thirty (30) days written notice to the Contractor. The City may, in its sole discretion, terminate the Park Officer Program for convenience as stipulated in the General Contract Terms and Provisions (Exhibit B) Section 4.2, except that the City must give ninety (90) days written notice of such termination to the Contractor.

13. Providing educational opportunities to the public on proper animal 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 a.m. and 7 p.m., seven (7) days per week (Field Service Hours). Field Service Hours may be modified if requested by the City and agreed to by the Contractor. After-hours duty officer(s) shall respond to calls for service by priority outside of Field Service Hours and emergency responses to Priority One calls 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 G.

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 provide spay/neuter programs or other animal service initiatives.
6. Contractor shall coordinate all licensing services for the City, and provide service animal tags, rabies exemptions, and spay/neuter assistance programs.
 - a. 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.

- 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.
- 7. Contractor shall provide community services in accordance with Section M.
 - 8. Contractor shall respond to media inquiries in accordance with Section Q.
 - 9. Contractor shall properly respond to and resolve citizen complaints and provide City with all required records and information necessary for the City to respond to public records request in a timely manner.
 - 10. Contractor may perform public education and outreach.
 - 11. Contractor shall coordinate with other local, State, and national agencies when needed.
 - 12. 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 G.

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 and 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 G.
- 4. Contractor shall provide daily an appropriate number of Humane Officer(s) and animal containment vehicle(s) and equipment, to humanely, safely, competently,

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 G.

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. The Contractor shall perform mandatory reporting and coordination with other local, State, and national agencies.
8. 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.
9. 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 criminal or 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. Building maintenance performed at Gaines Street Animal Shelter.
 - vii. 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, and assets that have been replaced.

- viii. Number of licenses processed, including identification of the number of new licenses, renewals, etc., and licensing processing times.
 - ix. Number of rabies exemption requests and processing time.
 - x. Number of rabies vaccines and microchips administered to owned animals.
 - xi. Number of kennel inspections performed.
 - xii. Number of shelter spay/neuter surgeries.
 - xiii. Number of low cost spay/neuter surgeries provided for owned animals.
 - xiv. Spay/neuter voucher program participation.
 - xv. Public education and outreach activities, with results.
 - xvi. Customer satisfaction rating.
 - xvii. Cases forwarded to the City Attorney and District Attorney for prosecution.
 - xviii. Dangerous dog hearings and findings.
 - xix. Rescue Partner updates including number of animals transferred to rescue.
- 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. Annual Reports.** Contractor shall provide an annual report to the City by September 30 following the fiscal year end close date of June 30. The annual report shall include updates to data provided in the quarterly reports as well as the number of spay/neuter vouchers provided to members of the public, data for all performance measures included in Exhibit G, and the number of volunteers per facility/program.
- d. 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.

- e. **Data Security.** System(s) for data and records management must include sufficient measures to maintain confidentiality and data security.
- f. **Business Reviews.** Contractor shall agree to meet monthly for business reviews as well as review service levels and performance measures listed in Exhibit G.

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. RESCUE PARTNERS. Contractor shall maintain, at their discretion, agreements with affiliated service partners as listed in the Contractor's RFI (Exhibit I), to ensure that the City's capacity and demand for services and care are met. 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 rescue partner network with their quarterly reports to the City. 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.

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 J.

- 1. **Parks and Recreation.** For operations within City parks and open space areas, the Contractor will coordinate with the Parks and 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 and 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, 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), Chollas Lake, 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 G.
 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.

M. COMMUNITY ENGAGEMENT AND SERVICES. Contractor may schedule, staff, and operate various community engagement events as outlined in Exhibit K. 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. 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 procedures that conform to federal and State laws with respect to hiring and firing practices.
5. Contractor is responsible for ensuring Humane Officers are competent and are adequately trained for all circumstances related to the Scope of Work.

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. Contractor shall 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 will

reimburse Contractor for such costs and expenses, provided 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. Contractor and City shall maintain 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 routine news media inquiries and interviews including, but not limited to: animal care, adoptions, rescues, or seizures. The City's Animal Services Program Coordinator will be contacted and included on all news inquiries of a highly public and/or sensitive nature, including those that could reflect negatively on the City's or Contractor's reputation.

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 Coordinator 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 Coordinator 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 to the City.** City shall make monthly payments to the Contractor according to the agreed upon schedule as detailed in this contract. Compensation for the Contract term shall not exceed \$222,413,170, which reflects Contractor projected expenses minus projected revenues collected.

Compensation for Fiscal Year 2024 shall be \$16,810,152, which reflects Contractor projected expenses minus projected revenues collected for the first year of the Contract. Contractor may request an increase in compensation as set forth in section 3.4 of the City's General Contract Terms and Provisions. Notwithstanding section 3.4 of the City's General Contract Terms and Provisions, in the event that the increase in Living Wage exceeds the annual increase of the most recent CPI-U, or 5%, whichever is less, during the preceding one year term, the contractor may submit a written request to the City to increase compensation at the same rate as the increase in Living wage to address adjustments required to maintain the agreed upon levels of services performed in this Contract. Contractor must submit the annual request for increase in compensation to the City in writing at least 60 days in advance of July 1 each year. If the requested increase exceeds the greater of the increase in CPI-U and Living Wage, 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. City's approval of this request must be in writing.

Contractor shall also be compensated up to \$120,000 for implementing a spay/neuter voucher program effective July 1, 2023 through June 30, 2027. City shall compensate Contractor for redeemed spay/neuter vouchers that Contractor shall include on the monthly invoice to the City. Any requests by the Contractor to the City for compensation for redeemed spay/neuter vouchers must include a report of the number of vouchers distributed, the number of vouchers redeemed, and the associated cost of each.

Contractor may also submit to the City, in writing, a request for funding in addition to the annual agreed upon compensation. The City may approve or reject the request. The request for additional funding must be made in advance and is limited to the following subjects:

- i. The addition of an animal sheltering facility in southern San Diego.
- ii. One-time expenditures up to \$2,200,000 to be used for the following items:
 1. Vehicles and upfitting
 2. Appliances
 3. Fixtures, furniture and equipment necessary to provide the services outlined in this scope of work.
- iii. Additional costs associated with an increase in animal services due to an unanticipated or unusual event (for example, a case resulting in the impounding of a large number of animals) that increases Contractor's annual operating costs.

- iv. Costs associated with services or programs not included in this Contract but requested by the City or proposed by the Contractor to better address the City's animal services needs.

Total Contract compensation for animal services will be up-to and not-to-exceed of \$222,413,107 over ten years.

2. **Compensation Schedule.** Total Compensation for the Contract term (10 years) of this Contract shall be an annual amount as agreed upon by both parties. Should the City and the Contractor seek to extend the Agreement beyond ten (10) years, 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. If Compensation from the City and collected fees and fines from the public exceeds expenses, Contractor shall apply excess to the annual fund monthly 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.