

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 23rd day of November, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and Mendocino Coast Humane Society, 19691 Summers Lane, Fort Bragg, CA 95437 a California non-profit 501(c)(3) corporation ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: providing animal care and shelter services, and providing a dog licensing program to the City; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on November 23, 2015, by Resolution No. _____-2015 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: Animal care, shelter, and licensing services. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on January 1, 2016 and expire on December 31, 2018 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

a. City agrees to pay Consultant \$2,625 per month for Services. To be eligible for payment, Consultant must submit the Fort Bragg Animal Statistics Report, Licensing Report and Impound Report to the City each month. Reports from Consultant shall be clearly marked with Consultant's name and the reporting period covered. Consultant shall submit each report within 30 days of the end of each month which is being reported.

b. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$31,500 per year (the "Not to Exceed Amount"), not including fees, licensing fees and fines charged by Consultant to residents of Fort Bragg, unless this Agreement is first modified in accordance with its terms,

c. In addition to the fees for Services described in this Agreement, which will be paid by the City, and shall not exceed the Not to Exceed Amount, Consultant will charge to and collect fees from residents of Fort Bragg for services, licensing fees, and fines consistent with the fee resolution established by the Fort Bragg City Council, as amended from time to time. Consultant will retain such fees and fines.

d. Consultant will make its financial records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, because the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by December 31, 2018 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Persons providing veterinary care services to Consultant shall not require prior written approval of City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Consultant will require any subcontractor to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Consultant further agrees to include, in any agreement with a subcontractor, the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent the provisions apply to the subcontractor's work. Consultant will furnish a copy of the City indemnity and insurance provisions to the subcontractor upon request.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Health & Safety Code, the Fort Bragg Municipal Code, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may

become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractors of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to

persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. Workers' Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services. Consultant shall not be obligated to provide Workers' Compensation Insurance for Veterinarians (or other animal health care providers) for whom Consultant is not otherwise required by law to provide workers' compensation insurance.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include

but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

i. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

j. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13 LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Veterinarians who perform services in the City of Fort Bragg in association with the clinic that possesses a valid City of Fort Bragg business license are

not required to have a separate business license to comply with this Agreement. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. TERMINATION AND REMEDIES

a. City or Consultant may terminate this Agreement for convenience by giving at least 60 days written notice to the other party specifying the termination effective date. If notice of termination is based on a breach of this Agreement, City or Consultant shall have the opportunity to cure any breach before this Agreement is terminated. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City or Consultant may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

15. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

16. REPRESENTATIVES

a. City representative for purposes of this Agreement will be the City Manager or his/her delegate. Consultant representative for purposes of this Agreement will be the Director or his/her delegate. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Chuck Tourtillott, Director
Mendocino Coast Humane Society
19691 Summers Lane
Fort Bragg, CA 95437

Any written notice to City shall be sent to:

Linda Ruffing, City Manager
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

17. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement

may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

18. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

19. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

20. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

21. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

22. COUNTERPARTS

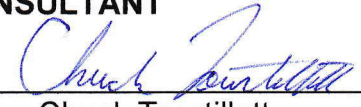
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: _____
Linda Ruffing
Its: City Manager

CONSULTANT

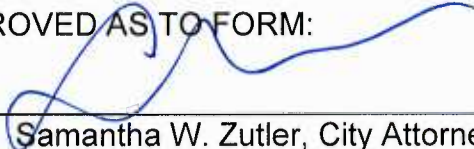
By: 
Chuck Tourtillott
Its: Director

[Attach Notary Page]

ATTEST:

By: _____
June Lemos
City Clerk

APPROVED AS TO FORM:

By:  _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

EXHIBIT A

CITY OF FORT BRAGG ("CITY") AND MENDOCINO COAST HUMANE SOCIETY ("CONSULTANT")

SCOPE OF SERVICES

1. CONSULTANT will provide animal care and shelter services to the City of Fort Bragg as set forth below and as an extension of its existing operations at the Mendocino Coast Humane Society Animal Shelter ("Shelter") in accordance with all applicable State and City regulations.
 - a. Accept and provide shelter and care for all cats and dogs impounded by the City of Fort Bragg Police Department ("FBPD").
 - b. Accept and provide shelter and care for stray cats and dogs found within the city limits of the City of Fort Bragg. Feral cats will be spayed/neutered and returned to their original location.
 - c. Accept and provide shelter and care for cats and dogs that are surrendered by residents within the Fort Bragg city limits, subject to the CONSULTANT's Shelter capacity. CONSULTANT will maintain a Waiting List for those cats and dogs that they are unable to accept due to capacity. CONSULTANT may charge a Surrender Fee.
 - d. CONSULTANT will maintain reports for all Lost and Found cats and dogs
2. The Shelter's public hours of operation shall be, at a minimum:
Shelter will be open 6 days per week from 12 p.m. to 5 p.m., excluding Holidays. Shelter shall be open to the public for adoptions and to receive stray cats and dogs from the residents of Fort Bragg during business hours. CONSULTANT will accept cats and dogs from the FBPD six days per week from 8 a.m. to 5 p.m., excluding Holidays. The FBPD will be provided emergency access to the Shelter to drop off stray cats or dogs after hours and emergency telephone numbers for Shelter staff.
3. CONSULTANT'S Shelter operations will include shelter and care for all cats and dogs from the City of Fort Bragg, as identified in Section 1, above, except for vicious and aggressive animals; bite cases; quarantined animals; custody animals; and abuse cases. These animals will be cared for at Mendocino County's Ukiah shelter under a separate contract between the City and Mendocino County.
4. CONSULTANT will maintain adequate staffing levels to provide contracted services.
5. CONSULTANT will provide daily animal care, including:
 - a. cleaning and disinfecting kennels at least once per day
 - b. Feeding and watering all animals at least once per day
 - c. Socializing and exercising adoptable animals
 - d. Keeping facility neat and orderly
 - e. Providing or arranging for medical care as necessary in accordance with state and City regulations.
6. CONSULTANT will hold all impounded animals for the required stray period as established by State law. All impounded animals will be made available to the public for possible owner redemption during the required stray period as established by State Law.

7. CONSULTANT will promote and facilitate adoptions for animals. All cats and dogs that are adopted to a new owner will be spayed/neutered unless doing so is detrimental to their health.
8. CONSULTANT will encourage the use of volunteers to assist with animal socialization, special projects and community fund-raising efforts.
9. CONSULTANT will provide animal licensing services to City of Fort Bragg residents. CONSULTANT will notify existing license holders of City licensing requirements and procedures at least 45 days prior to expiration of their current County license. Upon payment of annual license fees, CONSULTANT will issue a serially numbered metallic dog license tag which is stamped with "Fort Bragg" and the year of issuance. CONSULTANT and CITY will establish protocols for sharing and updating licensing information and making it accessible to FBPD staff performing animal control enforcement services. CONSULTANT will also share licensing information with the Ukiah Animal Shelter to assist with owner redemptions of Fort Bragg animals.
10. CITY will be responsible for collection of delinquent Fort Bragg City license fees and shall retain all delinquent Fort Bragg City license fee revenues collected.
11. CONSULTANT will collect fees for services and fines in accordance with a fee and fine schedule established by resolution of the Fort Bragg City Council. CONSULTANT may waive the surrender, redemption and adoption fees and fines, as necessary, to facilitate redemption and adoption of animals. CONSULTANT may not waive license fees or state-mandated redemption fines for loose and/or unlicensed animals.
12. CITY will accept from CONSULTANT dead animals for disposal.
13. CONSULTANT and CITY will jointly promote spay and neuter activities, licensing programs, and micro-chipping services.
14. CONSULTANT will be responsible for administering rabies vaccines to dogs impounded by the FBPD as required by law. CONSULTANT will hold one Rabies Clinic per calendar year.
15. CONSULTANT will coordinate with the FBPD to provide the data necessary for the CITY to complete and file required annual rabies reports.
16. CONSULTANT will coordinate with City staff to ensure that all hearing requirements related to impounded animals are met. The City Manager or his/her designee will serve as the hearing officer.
17. CONSULTANT will maintain records and prepare reports documenting the following:
 - a. Licensing Report: including dogs licensed for residents of the City of Fort Bragg and licensing revenue collected.
 - b. Animal Statistics Report: for cats and dogs originating in the City of Fort Bragg including: receiving and redemption of animals, adoptions, and euthanasia;
 - c. Animal Statistics Report: for cats and dogs regardless of origination, including: receiving and redemption of animals, adoptions, and euthanasia;

- d. Impound Report: for all cats and dogs brought to the shelter by FBPD and City staff, including: impound and redemption revenue collected.
- e. Any such other reports and records as requested by the City and pertaining to its services as defined in this agreement.

CONSULTANT shall submit said reports to CITY on a monthly basis. The reports shall be submitted in a format that is mutually agreed upon by CITY and CONSULTANT.

- 18. CITY has the right to inspect books and records from which Animal Statistic Reports, Licensing Reports and Revenue Reports are prepared.
- 19. CONSULTANT will provide an annual presentation to the City Council regarding animal shelter operations in September or October of each year.
- 20. Day-to-day contract administration will be provided by the City Manager or his/her designee.