

**FIRST AMENDED AND RESTATED MANAGEMENT SERVICES
AGREEMENT FOR THE CORONADO ANIMAL CARE FACILITY**

This FIRST AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT FOR THE CORONADO ANIMAL CARE FACILITY (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2024 (hereinafter referred to as the "Effective Date") by and between the CITY OF CORONADO, a municipal corporation (hereinafter referred to as the "City") and Pacific Animal Welfare Society, doing business as PAWS OF CORONADO, a 501(c)(3) tax exempt California non-profit corporation (hereinafter referred to as "PAWS").

RECITALS

WHEREAS, the City requires the services of an animal welfare organization to provide exclusive management and operational services for the City of Coronado Animal Care Facility (hereinafter referred to as the "CACF"); and

WHEREAS, PAWS has the willingness and expertise working with domestic animals to perform the services contemplated herein, and has provided such services since execution of the Management Services Agreement for the Coronado Animal Care Facility between the parties effective as of November 1, 2014 (the "Prior Agreement"); and

WHEREAS, PAWS has served the Coronado community for many years, promoting the proper treatment and care of domestic animals, educating the public, and working to promote adoption services; and

WHEREAS the City and PAWS desire to contract for the specific management and operational services described below and desire to set forth their respective rights, obligations, duties and liabilities in connection with the services to be performed; and

WHEREAS no official or employee of the City has a financial interest, within the provisions of California Government Code Sections 1090-1092, in the subject matter of this Agreement; and

WHEREAS, the Prior Agreement has been amended four times and the parties desire to enter into this Agreement to amend, restate and fully replace the Prior Agreement as of the Effective Date; and

WHEREAS, on _____, 2024, the Coronado City Council approved PAWS for the performance of the services contemplated herein and the form of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. SERVICES PROVIDED BY PAWS.

1. **PAWS Scope of Services.** PAWS shall provide the City the services described in PAWS' Scope of Services, attached hereto as Exhibit "A" and hereby incorporated fully by this reference. Intake, assessment and care services shall be provided to residents of the City of Coronado for animals relinquished by their owners or for stray animals found running at large within the confines of the City of Coronado that come into the possession of the Coronado Police Department (CPD) or PAWS. PAWS shall provide animal licensing services to residents of the City of Coronado. Residents of other jurisdictions shall be directed to their respective animal care facilities. Adoption, fostering or other placement services shall be available to members of the public. PAWS shall not be required to accept for intake, assessment and care any animal rescued by other animal welfare organizations, whether within Coronado or outside its City limits.
2. **PAWS Warranty.** PAWS shall be obligated to use commercially reasonable efforts to comply with applicable standards of professional care in the performance of its Scope of Services. In addition, during the term of this Agreement, PAWS shall comply with all applicable Federal, State and local laws in effect at the time that the services are being performed.
3. **Scope of Duties.** The City shall exercise the duties described in the City's Scope of Duties, attached hereto as Exhibit "B" and hereby incorporated fully by this reference.
4. **Change of Law.** PAWS shall advise the City and the City shall advise PAWS of any change in any law of which it becomes aware that may affect their respective performances of this Agreement. Notwithstanding the foregoing, each of the parties is responsible for complying with applicable law.

B. TERM.

This Agreement shall commence on the Effective Date and shall continue for a term of five (5) years unless sooner terminated in accordance with its terms.

C. COMPENSATION.

1. **Fixed Fee Compensation.** For the performance of PAWS' services provided hereunder the City shall pay to PAWS the sum of \$541,000 per year, at the rate of \$45,083.33 per month, without billing or demand, on the first (1st) day of each and every month during the period ending June 30, 2024 and thereafter, at the annual and monthly fixed fee compensation determined in accordance with Section C.2 for each year during the term of this Agreement.

- A. Within 30 days after receipt of the executed copy of this Amendment, the City shall pay PAWS a one-time lump sum equal to the difference between \$541,000 and the amount paid by the City under the Prior Agreement in monthly fixed fee compensation payments for each month from July 1, 2023 to the time of payment.
2. **Cost of Living Adjustments.** Effective July 1, 2024, and every July 1 thereafter during the term of the Agreement, the annual and monthly fixed fee compensation set forth above shall be increased automatically by the rate of increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the San Diego Region (all items) as calculated over the period July 1 - June 30 of the prior year, to a maximum adjustment not to exceed five and a half percent (5.5%). The adjusted fees shall go into effect on July 1, of each contract year beginning with July 1, 2024. Also, on an annual basis, the annual and monthly fixed fee will be increased by the aggregate amount of the increase of premiums for the insurance PAWS is required to maintain in accordance with Section F of this Agreement. On an annual basis, starting on April 1, 2025, the total utilities' usages and costs from the previous twelve months will be reviewed and evaluated by City and PAWS. Any adjustment to the utilities portion of the annual fixed fee compensation to align with actual and updated projected utilities' costs will be by mutual agreement and reflected in the subsequent fiscal year of the Agreement, starting July 1.
 3. **Emergency Boarding and Protective Custody Animal Compensation.** For services provided by PAWS for each and every animal brought into protective custody or emergency boarding by the City and transported to the CACF, the City shall pay to PAWS the sum of forty dollars (\$40.00) per day for each day the animal is in the care of PAWS. All medical care for animals under protective custody or emergency boarding is to be at the expense of the City, including transport to and from appropriate veterinary facilities. Emergency board is defined as the temporary custody of an animal at the request of the City if the owner is ill and temporarily unable to care for their pet. Protective custody is defined as the acquisition of an animal at the request of the City if the owner has been deemed unfit to care for the animal. Per diem charges for emergency boarding and/or protective custody animals shall be billed to the City by PAWS on a monthly basis, identifying the animal(s) by ACO number and providing dates of service.
 4. **Reimbursements.** Should the City fail to pay for maintenance as described in the attached Exhibit "B," hereby incorporated fully by this reference, to the extent that PAWS pays for such maintenance and/or utilities, the City shall make reimbursement within thirty (30) days of receiving written notification of the payment having been made.

D. CONTRACT ADMINISTRATION.

1. **City Representative.** The City Manager will designate a City Representative for all matters relating to this Agreement. All services performed and requests by PAWS shall be coordinated with the City's Representative.
2. **PAWS Representative.** PAWS Chairperson of the Board of Directors shall serve as its representative for all matters relating to this Agreement. The PAWS Chairperson of the Board of Directors may delegate this authority but PAWS must notify the City in writing of this delegation.

E. LIMITATIONS ON LIABILITY/INDEMNIFICATION

1. **Indemnification by PAWS.** To the extent permitted by law, PAWS agrees to indemnify, protect, defend and hold harmless, the City and its elected and/or appointed boards, officers, officials, employees, agents, and volunteers from and against any and all causes of action, claims, demands, liabilities, obligations, actions, proceedings, suits, judgments, damages, liens, levies, costs and expenses, including reasonable attorneys' fees and costs of litigation that may arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of PAWS, its officers, employees, agents, and volunteers in the performance of or failure to perform services under this Agreement.

PAWS' obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected and appointed boards, officials, officers, agents, employees and volunteers.

2. **Indemnification by the City.** To the extent permitted by law, the City agrees to indemnify, protect, defend and hold harmless PAWS and its respective officers, employees, agents, and volunteers in from and against any and all causes of action, claims, demands, liabilities, obligations, actions, proceedings, suits, judgments, damages, liens, levies, costs and expenses, including reasonable attorneys' fees and costs of litigation that may arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the City, its elected and/or appointed boards, its officers, employees, agents, and volunteers in the performance of or failure to perform its obligations under this Agreement.

The City's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by PAWS or its respective officers, employees, agents, and volunteers.

3. **PERS Eligibility Indemnification.** In the event that any of PAWS' officers, employees, agents, subcontractors, representatives or other persons providing services on PAWS' behalf under this Agreement (collectively "PAWS' Personnel") claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City or are eligible to receive wages from the City by virtue of providing services on PAWS' behalf under this Agreement, PAWS shall indemnify, defend (with counsel acceptable to City), and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of PAWS' Personnel as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City and for the payment of any such wages to PAWS' Personnel.

PAWS agrees that PAWS Personnel are not employees of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, PAWS' Personnel providing services under this Agreement shall not qualify for or become entitled to any compensation and benefit including, but not limited to, eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits.

4. **Complete Compensation.** The payments made to PAWS pursuant to this Agreement shall be the full and complete compensation to which PAWS and PAWS' Personnel are entitled for performance of any work under this Agreement. Neither PAWS nor PAWS' officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of PAWS. The City shall not be required to pay any workers' compensation insurance on behalf of PAWS.
5. **Survival.** The provisions of this Section E shall not be limited by any provision of insurance coverage that either may have in effect. The provisions of this Section E shall survive the expiration or termination of this Agreement.

F. INSURANCE

1. **Insurance.** PAWS shall obtain and, during the term of this Agreement maintain the following insurance policies with such terms and endorsements acceptable to the City:
 - (a) Commercial General Liability Coverage (CGL) in an amount of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate, for bodily injury, personal injury, and property damage;

(b) Automobile Liability Insurance (any auto) covering bodily injury and property damage for all of its activities arising out of or in connection with the services to be provided under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence;

(c) Workers' Compensation Insurance for all of PAWS' employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000 employers' liability coverage, and an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives;

(d) Professional Liability (errors and omissions) coverage with a limit of no less than \$1,000,000 per claim and \$2,000,000 annual aggregate for all veterinary professionals on a claims made and in the aggregate basis; and

(e) Cyber Liability Insurance on a claims made basis with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate with coverage sufficiently broad to respond to the duties and obligations as are undertaken by PAWS in this Agreement, including, without limitation claims involving infringement of intellectual property, **infringement of copyright, trademark, trade dress, invasion of privacy** violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security, and coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations.

2. **Insurance Policy Requirements.** For the CGL, Professional Liability and Cyber Liability policies: (a) there shall be no endorsement or modification of such policies limiting the scope of coverage for insured vs. insured claims or for contractual liability; (b) if PAWS maintains higher limits than the limits shown above, the City shall be entitled to coverage for the higher limits maintained by PAWS and any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City; and (c) any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as PAWS' primary policy. For insurance policies written on a claims made basis, PAWS shall purchase a three year tail policy upon expiration or termination of this Agreement, provided that the City shall pay the cost of the tail policy.
3. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement, and shall not be canceled without thirty (30)

days' prior written notice to the City from the insurance company. Statements that the carrier "will endeavor" and "failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives," will not be acceptable on insurance certificates.

4. The City, its officers, officials, employees, and representatives shall be named as additional insureds on the required general liability and automobile liability policies. All policies shall contain a provision stating that PAWS' policies are primary insurance and that insurance (including self-retention) of the City or any named insured will not be called upon to contribute to any loss.
5. PAWS shall furnish certificates of said insurance and policy endorsements to the City's Representative within thirty (30) days after execution of this Agreement. Failure on the part of PAWS to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the City may terminate this Agreement.
6. The City reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to reasonably modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon economic conditions, recommendations of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. PAWS agrees to make in good faith any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to the contract or upon the underwriter of any such policy provisions); provided that such deletions, revisions, or modifications are available under PAWS's insurance policy and do not violate any legal requirements or cause PAWS to breach any contract, and that the City promptly pays for any increase in premiums attributable to such changes. Upon request by the City, PAWS shall exercise reasonable efforts to accomplish such changes in policy coverages and any increase in premiums attributable to such changes will be reimbursable by the City.
7. Any deductibles or self-insured retentions must be declared to and reasonably approved by the City. At the City's option, PAWS shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. COMPLIANCE WITH LAWS.

PAWS shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, the following: workers' compensation laws; labor and employment laws; prevailing wage laws regarding public projects at the CACF (if any); non-discrimination and equal employment opportunity laws; the Americans with

Disabilities Act (ADA) of 1990 and all regulations and practices pertaining thereto; and tax laws.

H. CAPITAL IMPROVEMENT PLAN

City and PAWS recognize that the CACF facility is in need of investments to improve operations, cost efficiency and animal care outcomes. Both parties commit to dedicate time and regularly meet to assess current and future operational needs and explore design and remodel options for the CACF. In the FY 2023-24 City of Coronado Budget, the City allocated \$100,000 for the initial activities. City and PAWS will collaborate and advance the CACF remodel project in good faith and with time of the essence; provided that PAWS shall have no obligation to make any financial contribution to the remodel project. The final remodel design, appropriation of funds and construction timeline is at the discretion of the City Council. Accordingly, if PAWS finds that the CACF remodel project is not being resolved to support operational success, PAWS may terminate this Agreement by providing at least six months' notice to the City. If the City has commenced the procurement process under Coronado Municipal Code and a new operator has yet to be identified, the City can extend the Termination Date twice by 45 days each with 15 days' prior notice of the extension. Additional extensions may be made upon mutual agreement.

I. SECURITY

1. **Implementation.** Each party shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the other party or used in connection with providing services under this Agreement, including data or information about third parties (the "Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of the Data; and (iii) protect against unauthorized access to or use of the Data
2. **Network.** If either party makes the other party's Data accessible through the Internet or other networked environment, such party shall be solely responsible for all aspects of Internet use, and shall use commercially reasonable efforts to maintain, in connection with the operation or use of the Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
3. **Information Security.** Each party shall notify the other party of a security breach impacting the other party's Data as soon as practicable. Promptly following either party's notification to the other of a security breach, the parties shall coordinate with each other to investigate the security breach. The party experiencing the breach agrees to fully cooperate with the other party in such other party's handling of the matter. Each party shall use reasonable efforts to promptly remedy any security breach and prevent any further security

breach at such party's own expense in accordance with applicable privacy rights, laws, regulations and standards. To the extent required under applicable law, each party agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach of such party involving the loss of personally identifiable information.

4. **Indemnity.** Each party shall defend (with counsel reasonably acceptable to the other party), indemnify and hold the other party harmless from and against all claims, actions, proceedings, losses, costs (including reasonable attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from such party's security or data breach unless the breach is proven to be caused solely by the other party; provided that such party's liability shall be limited to amounts covered under its cyber liability insurance maintained in accordance with this Agreement. The terms of this section shall survive termination of this Agreement. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information of the City or PAWS or a breach or alleged breach of this Agreement relating to such privacy practices or privacy obligations imposed by any applicable law. These indemnity obligations shall survive the termination or expiration of this Agreement.
5. **Notice and Remedy of Breaches.** Each party shall promptly give notice to the other party of any actual or suspected breach by it of any of the provisions of this Section I of this Agreement, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.
6. **Enforcement.** Each party acknowledges that any breach of any of the provisions of this Section I of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

J. MISCELLANEOUS PROVISIONS

1. **Independent Contract.** PAWS agrees and acknowledges that it is, and shall at all times remain as to the City, a wholly independent contractor. Neither the City, nor any of its agents, shall have control over the conduct of PAWS, nor any of PAWS' employees or agents, except as expressly herein set forth. PAWS shall not at any time, nor in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. PAWS and its employees and agents shall have no authority to incur, and

shall not incur, any debt, obligation, or liability on behalf of the City, nor otherwise act on behalf of the City as its agent. PAWS shall not act in any manner that gives the impression that it has the power or authority to bind the City in any respect whatsoever.

2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and instruct them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the Disclosing Party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order; and provided that any information so disclosed retains its confidentiality protections for all other purposes. Confidential Information does not include information that Receiving Party can demonstrate: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation or (iii) the Receiving Party develops without reference to or use of the Confidential Information of the other party. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

3. **Exclusivity.** The City shall not solicit, hire, direct, employ nor facilitate any other organization in the provision of the services for the CACF described in PAWS' Scope of Services.
4. **Assignment.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of PAWS' duties be delegated or sub-contracted, without the express written consent of the City. If the City consents to such subcontract, PAWS shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.
5. **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, negligent act or omission, or other wrongful act of either of them.
6. **Governing Law.** The laws of the State of California shall govern this Agreement. Any action to enforce this Agreement, or any term or condition thereof, shall be brought in the Superior Court in San Diego County, or the Southern District of California, United States District Court. PAWS hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.
7. **Integration.** This Agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless agreed to in writing by both parties.
8. **Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
9. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining

terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired by the finding of the unenforceability of any provision, then and in that event, both parties agree to substitute such provision(s) through good faith negotiations.

10. **Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of the City and PAWS and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
11. **Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
12. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
13. **Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
14. **Notices.** All formal notices permitted or required under this Agreement shall be in writing, and shall be deemed made when hand-delivered to the applicable party's representative as provided in this Agreement or forty-eight (48) hours after deposit in the U.S. mail system with first-class postage prepaid. Such notices shall be given to the respective parties at the following addresses:

The address of the City, and the proper person to receive any notice on the City's behalf, is:

City of Coronado
City Manager's Office
1825 Strand Way
Coronado, CA 92118
Attention: City Manager
Telephone (619) 522-7335; Fax (619) 522-7846

The address of PAWS, and the proper person to receive any notice on PAWS' behalf, is:

PAWS Chairman of the Board
 124 Orange Avenue, Suite 205
 Coronado, CA 92118
 Telephone (619) 435-8247; Fax (619) 435-6417

15. **Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. This Agreement may be executed electronically with the same force and effect as an original ink signature.
16. **Electronic Communication.** Communications between PAWS employees and City employees concerning their respective scope of duties may be transmitted by way of electronic communication including, but not limited to, e-mail and texting. PAWS shall designate the phone number(s) and email(s) to receive communications from City employees.
17. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

PAWS:

Pacific Animal Welfare Society

By: _____
 Teresa Leighty, Board President

Date: _____

CITY:

City of Coronado

By: _____
 Tina Friend, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
 Johanna N. Canlas, City Attorney

ATTEST

By: _____
 Kelsea Holian, MMC, CPM

EXHIBITS**Exhibit A - PAWS SCOPE OF SERVICES**

Exhibit B - CITY SCOPE OF DUTIES

EXHIBIT "A"
PAWS SCOPE OF SERVICES

1. PAWS shall provide all labor, materials and equipment to administer, operate, and staff the Coronado Animal Care Facility (CACF) with a minimum of two (2) employees from 8 AM to 4:30 PM PST, Monday through Friday. PAWS will endeavor to schedule weekly public drop-in hours at CACF to the extent feasible from a staffing and operations perspective.
2. PAWS shall collect, generate and report to the CITY, on at least a quarterly basis, aggregated animal data, including an inventory of the animal population, length of stay, and disposition.
3. PAWS shall establish a 24-hour contact phone number and email to be provided to the City's Representative and Coronado Police Department ("CPD") for communications related to the operations of CACF.
4. PAWS shall provide for the cleaning of all CACF cages, kennels and linens, and the provision of supplies for this purpose. PAWS shall develop cleaning and maintenance standards that are consistent with industry standards and shall follow such standards.
5. PAWS shall provide animal care services, including intake evaluation, behavioral assessment, food, litter, medications, supplies and ongoing care for the animals taken into the CACF and guarantees that it shall accept all animals brought to the CACF by CPD; provided, however, that notwithstanding anything in this Agreement to the contrary, CPD shall not deliver to CACF (i) any known violent animal, (ii) any animal with any communicable disease which could endanger the health of other animals in the CACF, or (iii) any animal that needs emergency medical care.
6. PAWS shall perform animal care' services with personnel experienced in their field and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
7. PAWS acknowledges and agrees that the City requires PAWS to place on a three (3) day hold any animal found running at large within the City limits (hereinafter referred to as the "holding period"). During the holding period, the ownership and legal control of the animals shall remain with the City; provided, however, that PAWS shall feed, house and care for the animals during these times at the sole expense of PAWS. After completion of the holding period, the ownership and legal control of such animals shall automatically pass to PAWS. During the holding period, PAWS shall be entitled to make all medical decisions in respect of any animal brought to the CACF without obtaining the consent of the City or any owner of any animal.

The ownership and control of all relinquished animals shall pass directly to PAWS at relinquishment without any holding period.

8. PAWS shall determine the adoptability of all animals in its custody (other than animals in protective custody or emergency board) according to PAWS' adoptability standards, which shall meet or exceed industry standards.
9. At the end of any relevant holding period, PAWS shall determine and provide for the disposition of animals determined by PAWS to be unadoptable based on the current condition of the animal, including a determination, in its sole discretion, to continue behavioral training in an effort to make the animal adoptable and/or arranging for fostering or life-time care.
10. PAWS shall provide the following general medical services to animals in its custody at the CAFC:
 - a. CANINE: Physical examination, Spay/Neuter; DHPP, Rabies and Bordetella inoculations; Fecal testing and deworming if required; flea control; and microchipping.
 - b. FELINE: Physical examination, Spay/Neuter; FVRCP; fecal testing and deworming if required; flea control; and microchipping.
 - c. OTHER TYPES OF ANIMALS COMING INTO THE CACF: As determined by PAWS consistent with industry standards.
 - d. EMERGENCY BOARD AND PROTECTIVE CUSTODY ANIMALS: Only emergency medical care and any vaccinations required to protect other animals in the custody of the CACF, as determined by PAWS and at the expense of the City.
11. All professional veterinary services to be provided through PAWS shall be provided by personnel experienced in their field and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
12. Subject to Section C.3 of the Agreement and Exhibit B, PAWS shall provide for emergency medical services to the animals in its care, as needed, by transport to an emergency veterinary service within the County.
13. PAWS shall provide for the disposal of deceased animals brought in by the CPD and those deceased while in PAWS' care.
14. PAWS shall exclusively provide adoption, fostering and other placement services for adoptable domestic animals which come into the possession of the CPD or PAWS.

15. PAWS shall issue animal licenses for adopted animals as well as for other domestic animals in Coronado, as well as license renewals, and collect licensing fees at the rates set by the Coronado City Council, with PAWS collecting and retaining for itself all licensing fees.
16. PAWS may charge an owner, if any, of an animal found running at large in Coronado a fee for the return of the animal and if the animal remains overnight in the shelter, a reasonable sum per day for the animals food and care at rates set by the Coronado City Council, retaining for itself all income generated in that regard.
17. PAWS may charge animal owners for the relinquishment of animals to PAWS or other fees for services provided by PAWS, including vaccines and microchips, at rates set by the Coronado City Council. PAWS shall collect and may retain all such charges or fees.
18. PAWS shall be responsible for utility services and minor maintenance (but not replacement) and repairs to the interior improvements of the CACF, including, but not limited to payment of all telephone charges, janitorial services, gas and electricity, water, sewer, trash removal, and solid waste and recycling removal. Examples of minor maintenance include interior paint touchups, moving equipment, hanging items on the wall, purchase and installation of door stops and aesthetic décor changes or improvements.
19. PAWS shall provide and maintain, at its own cost, office furniture, equipment, and supplies including such items as furniture, fixtures, telephones and any related phone equipment paper, toner and ink. PAWS shall establish and maintain an independent and separate computer system/ network. The City shall have no obligation to maintain or repair any such computer equipment.
20. PAWS shall operate consistent with general accounting principles, including but not limited to, with respect to receipt and deposit of funds and credit card use.
21. PAWS shall prepare a quarterly report to be delivered to the City by no later than the 15th of January (covering months October- December), the 15th of April (covering months January - March), the 15th of July (covering months April - June), and the 15th of October (covering months July - September), and an annual report to be delivered to the City no later than July 31 of each year as long as this Agreement is in effect. The quarterly and annual reports shall include at least the following aggregated information on number of animals: voluntarily relinquished to CACF, voluntarily relinquished to CPD; number of animals that were stray and collected by CPD or collected at the CACF; and the number of animals returned to owner, adopted, fostered, placed in a home or euthanized and the average length of stay of all animals in the shelter. The reports shall also include annual information regarding

income generated by PAWS through animal licensing and fees paid by owners of animals running at large and subsequently returned.

22. PAWS shall receive, process, address and provide the City with a copy of all written consumer complaints, if applicable, received by PAWS.
23. PAWS shall keep and maintain records of each live animal relinquished to PAWS or brought in by the CPD for at least three (3) years following the termination of this Agreement. Records shall include, but are not limited to, information on number of animals: voluntarily relinquished to CACF, voluntarily relinquished to CPD; stray and collected by CPD; returned to owner; adopted, fostered or placed in a home; transferred to another rescue organization or euthanized; and written consumer complaints received by PAWS.
24. PAWS shall allow the inspection and subsequent audit by the City or its designees of all CACF records including, but not limited to, information on number of animals: voluntarily relinquished to CACF, voluntarily relinquished to CPD, stray and collected by CPD, returned to owner, adopted, fostered or placed in a home, transferred to another rescue organization, or euthanized; annual financial statements for all operations of the CACF by PAWS; and written consumer complaints received by PAWS, upon reasonable prior written notice by the City to monitor compliance with this Agreement. Inspections shall be done during normal business hours of the CACF and in a manner that does not interfere with the operation of the CACF.

EXHIBIT "B"

CITY'S SCOPE OF DUTIES

1. The City shall provide to PAWS, on a rent free basis, sufficient space, including the existing Coronado Animal Care Facility (CACF) for PAWS to perform its services. PAWS shall have no obligation to provide any space for the operation of the CACF.
2. The City hereby grants exclusive, rent-free permission to PAWS and its authorized agent(s), subcontractor(s), licensee(s) and invitee(s) to access, occupy and use all of the CACF (including the building, grounds and parking lot, including any temporary structures or trailers) for the purpose of performing the Scope of Services for the term of this Agreement. Neither the City nor any other party shall have access to the CACF; provided that the City and the public will have access to the CACF for purposes consistent with its operation by PAWS as an animal care facility during the CACF's public hours and in accordance with access, security and other procedures established by PAWS.
3. In the event of an outbreak of a communicable but treatable disease within the CACF population or upon the intake of animals requiring quarantine that cannot be accommodated within the CACF facility, as immediately as practicable, the City shall provide to PAWS reasonable but not unlimited space, either in the parking lot of the CACF or in another location owned by the City, for PAWS to perform its services. Returning the CACF to normal operation within a reasonable period of time shall be the responsibility of PAWS.
4. The City shall modify the CACF facility, upon mutual agreement between the parties, which will improve PAWS' ability to provide its services to the City.
5. The City shall transport all animals relinquished by owners who are residents of Coronado, or which are found running at large within the City of Coronado to the CACF, assigning each an Animal Control Number and preparing a written narrative of the circumstances of how the animal came into the possession of the CPD and all information discovered about, or provided to the CDP regarding the animals that is not privileged. The City (including the CPD) shall not deliver to PAWS any animal known by the City to be owned by a person who is not a resident of Coronado, nor found running at large outside the City limits. The CPD shall not transport or transfer any animal relinquished by owners who are residents of Coronado, or which are found running at large within the City of Coronado to any other animal welfare organization without the express, prior written consent of PAWS. CPD shall not transport or accept for transfer to the CACF any animal rescued by any other animal welfare organization, whether within Coronado or outside of its City limits, without the express, prior written consent of PAWS. At PAWS request, the CPD shall

assist PAWS with the verification of the residency of owners relinquishing animals or animal rescuers who bring animals directly to CACF.

6. The City shall transport any animal relinquished to the CPD or found running at large by the CPD while the CACF is closed, and which is suffering a medical emergency, or serious injury requiring immediate medical attention, to an emergency veterinary clinic designated from time to time by PAWS. The CPD officer to whom the animal was relinquished, or by whom the animal was found running at large, shall immediately notify PAWS' designated representative of the emergency veterinary clinic to which the animal was transported and delivered. Notice to PAWS at its 24-hour contact number shall satisfy this requirement.
7. The City shall transport large or uncontrollable animals from the CACF to veterinary hospitals or clinics or other shelters for ordinary and/or emergency veterinary services and back to the CACF as requested by PAWS.
8. The City shall be responsible for the thorough cleaning and sanitation of the interior of any City of Coronado or CPD vehicle in which an animal is transported, after each transport, with products provided by PAWS and in accordance with PAWS' written cleaning and sanitation procedures which shall be provided to the CPD and which shall be in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
9. The City shall cooperate with PAWS in the application of PAWS' policies and procedures.
10. The City shall be responsible for the maintenance and repair of the roof, structure and foundation, integrated building utility and mechanical systems, and parking areas of the CACF in a timely manner so they remain in good working condition and in compliance with all building and safety codes and the, maintenance and replacement of existing landscaping, drain maintenance including lateral sewer maintenance, sewer or solid waste, parking lot, security systems, electrical and plumbing systems, HVAC systems and fire safety equipment. The City shall also be responsible for any major maintenance to the interior and tenant improvements of the CACF. Examples of City maintenance requirements include: landscaping, storm drains, electrical, plumbing, emergency work (electrical/plumbing), installation/replacements (interior or exterior), key/fob replacements and alarm system maintenance. PAWS will submit requests for maintenance and repair to the CACF to the City through its Public Works department in accordance with its online submission process.

