

**SERVICE AGREEMENT  
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and Fresno Humane Animal Services (FHAS), a California Non-Profit Public Benefit Corporation (Service Provider).

**RECITALS**

WHEREAS, City desires to obtain all services required by law for animal control, pound master, veterinary, animal sheltering and all related activities and services for the Animal Center (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a Animal Control Services provider and possesses unique and superior knowledge, skill, resources and expertise in the rendition of the services and is fully competent, authorized, and able to perform the services holding any and all implicated licenses, permits, permissions and/or approvals; and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider will provide animal life saving programs that include adoptions, transfers, volunteers, fostering, lost and found and community cats in an effort to reduce euthanasia rates, and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its City Manager (Administrator) or designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2023, subject to any earlier termination in accordance with this Agreement. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total

fee not to exceed \$6,500,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

#### 4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any

other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service

Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Service Provider, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, Service Provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any

failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) Upon request of City, Service Provider shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Service Provider and City prior to the commencement of any services by the subcontractor. Service Provider and any subcontractor/sub-consultant shall establish additional insured status for City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City’s execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing

avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
  - (d) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
  - (e) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
  - (f) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
  - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a

disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that



Service Provider is performing its obligations in accordance with the terms and conditions thereof.

- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
  - (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
- (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors

or assigns, shall be null and void unless approved in writing by the City Manager or designee.

- (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
- 17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
- 18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- 19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
- 20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
- 21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
- 22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
- 23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
- 25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and

conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Fresno Humane Animal Services,  
a California Non-Profit Public Benefit  
Corporation

By: \_\_\_\_\_  
Georgeanne A. White, City Manager

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
Date  
Senior Deputy City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Date  
Deputy

Addresses:

CITY:  
City of Fresno  
Attention: Gregory Barfield, Assistant  
City Manager  
City Hall  
2600 Fresno St. Room 2097  
Fresno, CA 93721-3601  
Phone: (559) 621-7770  
E-mail: gregory.barfield@fresno.gov

Service Provider:  
Fresno Humane Animal Services  
Attention: Brenda Mitchell, President  
1510 W. Dan Ronquillo Way  
Fresno, CA 93706  
Phone: 559-600-7387  
E-mail: bmitchell@fresnohumane.org

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

## EXHIBIT A

### SCOPE OF SERVICES Service Agreement between City of Fresno and Fresno Humane Animal Service Fresno Animal Center

The Contractor in coordination with the City will be responsible for the operation of the City's animal shelter, providing animal control services required by and in accordance with the laws, regulations, ordinances and codes of the State of California and the City of Fresno. The Contractor is required to provide services in a manner that provides for the protection of persons from wild and dangerous animals while providing humane care and treatment of animals while they are in the City's animal shelter or in the custody of Contractor's field personnel.

The Contractor must establish written protocols and procedures in accordance with the best practices of the animal shelter industry, and with input from the UC Davis Koret Animal Shelter Program, Best Friends Animal Society and in accordance with current law. The Contractor in coordination with the City is responsible for the operation and maintenance of a safe and adequate shelter for the confinement, handling and disposal of animals picked up by or delivered to the City shelter, as hereinafter provided, together with any and all apparatus and equipment, services, supervision, and labor necessary to perform shelter services.

Contractor must perform its contracted duties and responsibilities in a manner that ensures compliance with the City of Fresno Municipal Code Sections 10-301 through 10-329 regarding animal shelter and pound master duties including, but not limited to:

- A. Licensing of dogs
- B. Vaccination requirements
- C. Animals at large
- D. Reporting of dog bites
- E. Recordkeeping

#### 1. Administrative Requirements

During the term of this contract, the City and the Contractor will collaboratively ensure the delivery of all services which include, but are not limited to, recruitment, staffing, data gathering and reporting, financial monitoring and compliance, policy and procedure development and implementation, coordination of onsite and off-site services, and other management responsibilities defined below.

- A. The animal center shall operate within the program budget, with a total contract amount not to exceed \$6,500,000 for a 14 month term.
- B. Comprehensive recordkeeping and tracking of each animal in the shelter shall be maintained and reported to the City and any required agency on a monthly basis in a format acceptable to the City.

C. Contractor shall coordinate with the City to achieve a seamless and efficient data management across shelter, adoption, spay and neuter, enforcement and licensing programs.

D. Financial account of City's animal shelter and all related programs shall be kept separate from other financial activities of the Contractor.

E. Contractor shall ensure adequate supplies, including pharmaceuticals, are available and secured onsite to guarantee the sheltered animals are properly cared for.

F. Contractor shall promptly investigate and respond to all complaints regarding animals, shelter services and field services. All complaints received by the contractor must be documented, investigated, and when appropriate, corrective actions shall be taken to resolve concerns. Documentation of all complaints and corrective actions shall be provided to the City in writing, on a monthly basis, in a format acceptable to the City.

G. Contractor must provide written responses to any findings or inquiries from the City.

H. Contractor must engage in an open, collaborative and communicative working relationship with the City.

## 2. Animal Intake

Contractor is responsible for receiving animals found within the City of Fresno. Contractor is responsible for the following:

A. Documentation of each animal's description including breed, altered status, color, approximate age and gender.

B. Documentation of each animal's physical condition, medical needs, and behavior upon arrival at the shelter, including information regarding location of where the animal was found and contact information for the individual dropping the animal off.

C. Contractor shall keep comprehensive records of shelter intake, including visible kennel cards with pertinent information.

D. Use of software program, Pet Point, or any other comparable software program, to keep record of, and update hourly or as soon as practical, all documentation including, but not limited to, shelter intake information, kennel tracking, spay and neuters, vaccinations, adoptions, rescues, field services, case work and euthanasias.

E. Meet with the City monthly or more frequently as requested by the City to evaluate statistics, program needs or issues.

F. Provide City with its own login account for Pet Point, or the software program being used by the Contractor.

G. Provide animals with microchip scans and contact owner when microchip is found.

H. Provide and implement policies and procedures for accepting animals when the shelter is at capacity.

I. Provide and implement policies and procedures for emergency situations including natural disasters.

J. Provide licensed veterinarian services during normal business hours and emergency response for afterhours service. Pet owners shall remain responsible for all routine/emergency veterinary care costs.

K. Provide licensed staff to dispense and supply the controlled substances necessary for performance of field captures, euthanasias, and vaccinations, including but not limited to Rabies, Bortetella, DAPP and general dewormers for dogs and FERCP and dewormer vaccinations for cats.

L. Create and implement a euthanasia policy, in compliance with state law, that requires specific procedures for any animal deemed unadoptable to notify 501c3 animal rescues or adoption agencies of the opportunity to receive the animal.

M. Arrange and provide for the humane euthanasia and disposal of animals that cannot be treated or rehabilitated in a manner approved by federal and state regulations, which shall not subject animals to any unnecessary pain. Reserve euthanasia for terminally ill animals, those considered dangerous, or as ordered by the court.

N. Ensure all healthy and treatable animals who qualify for rehabilitation have a strategic plan for live outcome. Feral or community cats will not be classified as candidates who cannot be rehabilitated unless terminally ill or severely injured; feral or community cats should either remain in the community or be taken in for return-to-field purposes only.

O. Animals shall not be sold for the purposes of research or other activities which may harm them.

P. Immediately, or as soon as practical, dogs shall be vaccinated for Parvo and Distemper, and if necessary, all animals taken into the shelter will be treated for fleas, ticks and worms.

Q. Dogs that are dangerous or potentially carrying highly infectious diseases that may threaten the health and safety of other animals or humans may only be accepted if suitable quarantine areas are available. If no suitable space is available, the veterinarian shall be consulted to determine appropriate options.

R. Animals will be assigned housing with consideration of species, sex, medical conditions, behavior and temperament.

S. Contractor shall not be required to accommodate afterhours drop offs.

### 3. License Fees

Contractor shall provide the City with the written requirements to transition the collection of fees including license fees, spay/neuter fees, impound fees, etc to the Contractor. Until such time that the City and Contractor evaluate the program and make recommendations to Council for approval, fees collected by Contractor shall comply with the following:

A. Process and collect all applicable fees set forth in the City's Municipal Code and ordinances;

B. Collect data on tag numbers and receipts for processed licenses;

C. Maintain a list of non-compliant owners.

#### 4. Field Services

The number of animal control officers will be determined by mutual agreement with the City based on operational need through the use of best practices. The Contractor will provide one on-call duty officer to provide emergency responses to Priority One Responses after regular business hours. The business hours must be mutually agreed upon by the City and FHAS. For illustrative purposes, after business hours Monday through Friday can be defined as 4:30pm to 8:00am Monday through Friday and weekends from 4:30 pm Friday through 8:00am Monday. The number of on-call duty officers may be increased if deemed necessary by the Contractor and City.

Priority One Responses: an emergency response shall be provided for the following:

- A. Any law enforcement agency requesting emergency assistance;
- B. Animal bites where the animal continues to pose an immediate threat to public safety;
- C. Any domestic, dangerous or vicious animal that poses an immediate threat to public safety;
- D. Any domestic animal that is sick, injured, or in immediate danger;
- E. Any animal that is at immediate risk due to cruelty or neglect;
- F. Pick up of deceased animal that is evidence of a crime.

Priority Two Responses:

- A. Any animal bite, where the animal is contained;
- B. Any dog running at large where a violation is in progress but where the dog is not posing a threat to itself or the public;
- C. Any law enforcement agency requesting non-emergency assistance;
- D. Pick up of a confined stray dog;
- E. Pick up or arrange for the disposition of dead animals found upon public streets within the City of Fresno.

Priority Three Responses:

- A. Dog running at large when the violation is not in progress;
- B. Non-emergency calls not defined above.

#### 5. Performance

- A. Contractor will meet with the City as requested by the City to evaluate statistics, program needs, issues or problems. This meeting is intended to maintain transparency between agencies and ensure all concerns are being addressed, as well as contractual obligations being met.
- B. Contractor in collaboration with the City shall deliver a Report to City Council in the form of a workshop no later than January 31, 2023.
- C. Contractor will reserve on board seat for a City appointee from the City Manager's Office or designee.



D. Contractor shall implement and maintain well defined, up to date written policies, procedures, protocols, and manuals available for review by the City upon request and consistent with guidelines and best practices published by the Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters.

## 6. Personnel

The Contractor shall abide by the following when performing any duties and obligations under the contract with the City.

- A. Hire qualified personnel;
- B. Provide adequate training and supervision for all personnel;
- C. Perform adequate criminal and DMV background checks on individuals, prior to hiring, to ensure they are suitable for contact with the public and fit to perform their assigned tasks;
- D. Treat the public with courtesy, tact, and respect;
- E. Maintain adequate levels of shelter and field staff to provide services to the public via phone, email as well as in person;
- F. Comply with personnel policies and procedures that conform to local, state and federal laws;
- G. Maintain a California licensed veterinarian on staff to be responsible for all veterinary care as provided for in applicable state law. In the event that Contractor cannot secure a veterinarian on staff, care agreements with local veterinary service providers may be used.

## 7. Programs

- A. Contractor in collaboration with the City will develop public education programs focused on services related to the new operational processes being implemented rabies, pet care, licensing, bite safety, low cost spay/neuter services for dogs and cats, low cost medical care, and fundraising. Contractor shall collaborate with the City to ensure that public education programs are available in different languages and delivered through various medium.
- B. Provide lifesaving programs to include adoptions, transfers, volunteers, fostering, lost and found, and community cats.
- C. Implement dog licensing program for issuance and renewal licensing. Manage the daily operations of animal licensing including, but not limited to the processing of licenses via mail and online from pet owners, issuing tags and processing vaccinations.
- D. Implement trap/neuter/release (TNR) program. Injured or diseased cats will not be returned to the colony, reducing the spread of feline diseases.
- E. Cats are to be spayed or neutered as a condition of adoption.
- F. Dogs are to be spayed or neutered and micro-chipped as a condition of adoption.
- G. Implement program policies for the transfer of sheltered animals to vetted partner agencies.

H. Every reasonable effort shall be made to identify each animal's rightful owner and return the animal to its owner prior to the release of the animal through adoption or placement with, or transfer to, a rescue agency. Adoption will be promoted through a variety of outreach strategies including the web, social media, advertising and events.

I. Partnerships with rescue groups, community organizations, and other animal agencies will be developed and maintained by the Contractor.

J. An animal that has been released from the animal shelter through adoption will no longer be the responsibility of the Contractor or the City.

K. The Contractor must make every effort to not euthanize any healthy animal including making a reasonable attempt to relocate or place the animal with a rescue agency. The Contractor shall develop and follow clear protocols for the use of euthanasia. Animals that have been reasonably declared vicious, terminally ill, or contagious may be considered for euthanasia at the discretion of the shelter's veterinarian. The Contractor shall provide for the euthanasia of animals, if warranted, once the applicable holding period is completed in compliance with Food and Agriculture Code Sections 31108 and 31752, no animal rescues or foster options are available, and no shelter space is available; however, adoptable animals must first be made available to other entities for adoption. Euthanasia must be done in the most humane manner, and in accordance with all federal, state and local laws and regulations now or hereinafter in effect that regulate the disposition of animals.

L. Develop and implement a disaster plan (plan) to respond to the care of animals in emergencies, disasters and evacuations. Provide City a copy of the plan in writing within twelve months of signing this contract. The plan must be updated annually and provided to the City in writing. The Contractor should:

a. Provide a contact person for the emergency response who will be responsible for the Contractor's portion of the operation and coordinating response with the emergency responders.

b. Plan for the intake of animals from the City of Fresno in the event of an emergency, disaster and evacuation.

c. Identify and maintain a current list of resources in the community willing to provide, plan and respond adequately to the needs of the animals in emergencies, disaster and evacuations, such as housing.

d. Familiarize all personnel with the plan and their role/responsibilities if such an event were to occur.

e. Become trained according to the requirements of SEMS and NEMS emergency management systems.

f. Comply with recordkeeping required for the potential reimbursement of disaster related expenses. Such records may be required to be submitted to the City on approved forms.

## 8. Shelter Operation

Animals in the shelter will be treated humanely, with care and respect. The Contractor shall maintain a clean, safe and secure shelter facility. The Contractor will develop and

follow a clear set of protocols, to be provided to the City upon request, for the admission and intake of animals, care and welfare of animals, employee conduct, shelter operations and adoptions. Animals shall be held the requisite time period as required by applicable law prior to being eligible for adoption, release to animal rescue, or to be euthanized. The Contractor shall release dogs to owners only after having been properly vaccinated and licensed. Unvaccinated dogs shall only be released to owners in extraordinary circumstances where the owner can present written proof that the vaccine would compromise the dog's health and the shelter reviews and approves of such documentation. Operation of said shelter shall be as follows:

- A. The regular office hours for stray intake will be mutually agreed upon by FHAS and the City.
- B. The regular hours and process for reclaims, owner surrenders and adoptions will be mutually agreed upon by FHAS and the City.
- C. The shelter shall be open to the public on Saturdays upon mutual agreement by FHAS and the City.
- D. The Contractor may adjust the opening and closing times; however, keeping the number of hours the same or greater, and with written notification to the City.
- E. Emergency response will be provided after hours every night and on Saturdays, Sundays and Holidays. These hours will be defined by mutual agreement with the City. The Contractor may, in its discretion, close the shelter to members of the public during any public holiday that is observed by the City.
- F. The Contractor shall provide veterinary services within City limits for animals under its care on behalf of the City on the following basis:
- G. Emergency veterinary services, including diagnosis and treatment, may be rendered to injured cats and dogs found without their own in public places within the City limits in accordance with California Penal Code Section 597f.
- H. Any other emergency veterinary services may be rendered in unusual emergency circumstances if the Contractor deems them absolutely essential to the performance of this agreement.
- I. The Contractor shall take all reasonable measures to recover all costs incurred for veterinary services, emergency or otherwise, from animals' owners.
- J. The Contractor shall provide the owners of lost animals and those who find lost animals with the following information:
- K. The ability to verify whether a lost animal is at the shelter.
- L. The ability to keep record of pet owner's contact information in instances where the shelter does not have possession of the lost animal.
- M. Advice as to means of publishing and disseminating information regarding lost animals.
- N. Telephone numbers and addresses of other shelters in the vicinity.

O. Telephone numbers and addresses of volunteer groups that may be of assistance in locating lost animals.

P. Quarantined Animals: The Contractor shall pick up, care for, and quarantine dangerous animals in individual kennels in an isolated section of the shelter. Animals that have bitten humans must be held and observed for at least 10 days. The contractor may be required to hold animals related to criminal prosecutions or reasons other than the animal control regulations. Remove and deliver to the appropriate agency the head of any animal which dies while being held in observation.

#### 9. Compensation

A. Contractor acknowledges that compensation for services provided under these scope of services and for this term will be reimbursed to contractor on an actual cost basis and not to exceed \$6,500,000 for a 14 month term.

B. Contractor shall submit requests for reimbursement in a format acceptable to the City. In no event shall the City reimburse contractor for costs paid for by the City including staff salaries, acquired equipment and operational materials.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS** **Service Agreement between City of Fresno (City)** **and Fresno Humane Animal Services (Service Provider)** Fresno Animal Center

#### **MINIMUM SCOPE OF INSURANCE**

- (a) Throughout the life of this Agreement, Service Provider shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by City’s Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractor fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, vendors, suppliers, invitees, consultants, subcontractor or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage

arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

### **MINIMUM LIMITS OF INSURANCE**

Service Provider shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
  - (i) \$2,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$4,000,000 aggregate for products and completed operations; and,
  - (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation Insurance as required by the State of California with statutory limits and EMPLOYER’S LIABILITY with limits of liability not less than:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.

### **UMBRELLA OR EXCESS INSURANCE**

In the event Service Provider purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Service Provider shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

## **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to City, except ten (10) days for nonpayment of premium. Service Provider is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Service Provider shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Service Provider shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees, and volunteers as an additional insured. Service Provider shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the Service ProviderS' insurance shall be primary to and require no contribution from the City. The Commercial General policy is required to include primary and non-contributory coverage in favor of the City for both the ongoing and completed operations coverage.

These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. If Service Provider maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Service Provider.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, , and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- (vii) The Commercial General Liability, Automobile Liability and Workers' Compensation insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to City, its officers, officials, agents, employees, and volunteers.

**PROVIDING OF DOCUMENTS** - Service Provider shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Service Provider shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of Service Provider shall also be required to provide all documents noted herein.

**SUBCONTRACTORS** - If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Service Provider will be solely responsible for ensuring that its subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.



**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Fresno Animal Center

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
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Signature \_\_\_\_\_  
 Date \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Additional page(s) attached.