

----- D R A F T -----
AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
[Contractor]

FOR AN ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), and [name of contractor], a corporation/proprietor/etc. ("Contractor"), with regard to the following:

WHEREAS, the Department desires an electronic animal identification system based upon subcutaneous implantation of devices using passive integrated transponder (PIT) tag technology; and

WHEREAS, Section 53.15.5 of the Los Angeles Municipal Code requires the Department to implant each dog and cat adopted from the Department's care centers with an electronic animal identification device; and

WHEREAS, the purpose of this electronic animal identification system is to establish a safe, effective, and accurate method of identifying dogs, cats, and other animals in the City of Los Angeles using modern technology, and to reunite lost pets with their owners; and

WHEREAS, the desired electronic animal identification system will augment the Department's present animal licensing and identification program; and

WHEREAS, the Department released a Request for Proposals on July_, 2008, to acquire an electronic animal identification system, received__ proposals, and selected (name of contractor)'s proposal as best meeting the Department's needs.

NOW THEREFORE, in consideration of the above premises and of the covenants and representations established herein, the parties agree as follows:

SECTION I. Representatives of the Parties and Service of Notice

A. The representatives of the parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

General Manager, Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, California 90012
Phone: (213) 482-9558
Fax : (213) 482-9511

2. The representative of Contractor shall be:

[contractor's name
Address
City, State
Telephone, fax, etc.]

SECTION II. Term of Agreement

The term of this Agreement shall be three (3) years, commencing on the effective date, and may be renewed for up to three (3) additional years at the sole discretion of the Department. The Department may terminate this Agreement at any time during the term by giving 30 days written notice to Contractor.

SECTION III. Maximum Payment Per Fiscal Year

Payment to the Contractor by the City shall not exceed \$300,000 per City's fiscal year (defined as July 1 through June 30). This provision does not mean that the City is required to reach or approach this amount.

SECTION IV. Standard Provisions for City Contracts

The City's Standard Provisions for City Contracts, Revised 10/03 ("Standard Provisions"), including its attachments 1 and 2, are attached hereto and incorporated herein as Exhibit A, and made part of this Agreement.

SECTION V. Scope of Services

A. General Requirements

1. The Contractor shall provide the Department pre-registered PIT tags to implant into dogs and cats adopted from the Department's Animal Care Centers, as well as other Care Center animals as requested; and for all pets owned by members of the public who request this service from the Department during the term of this Agreement. Also, the Contractor shall provide the Department, at no additional charge, all scanners, equipment, related supplies, and support needed to implement and maintain the System throughout the term of this Agreement, including Agreement renewals.
2. At the start of the term of this Agreement, the Department shall require approximately 190 scanners. Contractor shall provide enough scanners to the Department to meet this requirement, within 30 calendar days of this Agreement's execution.

Eight Department facilities (seven animal care centers, plus the South Los Angeles Annex) will require approximately 10 scanners at each location for care center staff (veterinary staff and animal control technicians). These facilities will require a variety of scanners (heavy-duty, mini-scanners, pole-style scanners, etc.) to scan a variety of animals (large and small animals, aggressive animals, etc.).

The Department will require approximately 90 scanners for field staff (animal control officers). Scanners for field staff should be small or "mini"-style scanners, and/or pole-style scanners, readily usable by field staff in a variety of outdoor and indoor environments.

Contractor shall also provide, at the start of the term of this Agreement, 20 scanners for use by the City of Los Angeles, Department of Public Works, Bureau of Sanitation. Said scanners shall be delivered to the Department of Animal Services (which shall distribute scanners to Bureau of Sanitation staff).

3. Contractor shall repair, replace, or upgrade scanners as needed, and at no additional charge, throughout the term of this Agreement, including renewal periods, to maintain the Department's entire scanner inventory in good working condition. Contractor shall provide replacement scanners to the Department if the repair of a scanner will take more than one week.
4. At the Department's request, and as the Department's needs change, Contractor may be required to provide additional scanners to the Department.
5. Scanners provided to the Department by Contractor shall become the property of the Department. The Department shall not be obligated to return scanners to the Contractor upon termination of this Agreement.

6. The Contractor shall offer a variety of PIT tag scanner types, to provide the maximum benefit to the Department, such as heavy-duty scanners, mini-scanners, pole-style scanners, and any other types designed for dangerous and hard to handle animals, and shall provide detailed specifications and operation instructions for each. The scanners shall be capable of reading all makes and models of PIT tags commonly used in North America.
7. The equipment proposed is required to be for a complete animal identification system using PIT technology.
8. The components of the System are 100% compatible with each other and all other PIT tags. The Contractor shall guarantee that the System is complete, that the components are compatible with each other, and that they meet the needs of the City. The Contractor shall identify the manufacturer and model of all equipment used and shall provide all technical information at the Department's request.
9. The components of the System meet all federal, state, and City requirements, including safety provisions.
10. All electrical equipment proposed shall be approved and/or certified as safe by a recognized electrical testing facility such as the Underwriters Laboratory or other widely-recognized organization.

B. PIT Tag Requirements; PIT Tags shall:

1. Be able to detect the radio frequency signals transmitted from the PIT tag scanner and respond by transmitting the PIT tag identifier in a radio frequency readable by the PIT tag scanner. PIT tags shall be readable by all industry standard scanners widely used in North America.
2. Be encoded with a unique PIT tag identifier that shall be transmitted to the PIT tag scanner when activated by the PIT tag scanner's sending signal.
3. Have a guaranteed useful life span of fifteen (15) years or more (preferably twenty years) after implantation.
4. Have a PIT tag identifier that is guaranteed by the Contractor to be unique for the life span of the implanted PIT tag, assuming approximately 25,000 implantations by the Department per year.
5. Be constructed of non-toxic materials, be hermetically sealed in bio-compatible material, be migration resistant, and have a smooth surface that shall permit dependable and reliable implanting into animals.
6. Be shipped with identification labels as detailed below:
 - a. The identification labels shall be pressure sensitive with an approximate size of 1 inch by 2 5/8 inches (Avery model 5160 or similar).
 - b. Pre-printed with
 - i. The PIT tag identifiers
 - ii. The bar code representation of the PIT tag identifiers. The bar code shall be imprinted in Code 39 bar code symbology at medium density or other industry standard.
7. Be shipped in a sterile package ready for use with the PIT tag injection device.

C. PIT Tag Scanners shall:

1. Be capable of reading, displaying, storing, and processing PIT tag identifier codes that are included in the System proposed, by sending and receiving radio frequency signals.

2. Be capable of detecting the existence of any PIT tag widely used in North America regardless of the manufacturer or the PIT tag identifier codes used and be capable of reading and displaying the PIT tag identifier.
3. Have a reading distance of approximately six to twelve inches from the implant location of the PIT tag on the animal, regardless of the orientation of the PIT tag.
4. Be capable of performing all functions with one-hand operation.
5. Have an error rate of less than one error per one hundred thousand PIT tag readings or equivalent to the industry standard.
6. Have a readout response time of approximately one second or less after each PIT tag reading.
7. Be portable and powered by rechargeable batteries. The Contractor shall provide battery chargers to the Department at no additional charge.
8. Be able to store up to approximately 1,000 PIT tag identifiers with the time and date that they were read.
9. Be lightweight (approximately 3 lbs. or less) and easily held and operated by Department employees the entire normal workday.
10. Be moisture proof.
11. Be shatter resistant.
12. Have an audible indicator (beep sound) when a PIT tag is detected.
13. Have an automatic shutdown and/or turn off when left unattended.

D. PIT Tag Injection Devices shall:

1. Use a needle that is approximately 12 gauge or smaller.
2. Be designed for use by one person, during normal operations, when implanting PIT tags in domestic dogs and cats.
3. Be able to be used by all Department veterinarians and veterinary technicians to implant PIT tags.

E. Additional System Requirements

1. Data Processing Capabilities: The System has the data processing capabilities of sorting, downloading, and processing all PIT tag identifiers.
2. Training: The Contractor shall provide training on the procedure for implanting PIT tags, the use of the PIT tag scanners, and other necessary training for Department staff who use the System, as requested by the Department, at no additional cost. If requested by the Department, training shall be available initially at the start of this Agreement, and from time to time thereafter as required by the Department during the term of this Agreement. The Department's veterinarians and veterinary technicians shall be trained to use the scanners and implant the PIT tags; field staff (animal control officers) and care center staff (animal care

technicians) shall be trained to use the scanners. Other Department staff may require training as needed to fully implement the System.

3. Sales Representation: The Contractor shall provide sales representation to the Department, at no additional cost. The Contractor's sales representative shall be available to visit Department staff at the Department's Care Centers approximately once a month, to provide training in using the System, updates on new equipment and products, and related support and information as requested by the Department.

F. Registry/Database Requirements

1. Database Requirement: The Contractor shall have a computerized database containing PIT tag identifiers and all corresponding information available related to implanted animals, including the name of the owner, address, city, state, zip code, telephone number, and the veterinarian or organization performing the implantation regardless of the manufacturer of the PIT tag. This database shall be maintained for the term of this Agreement plus 10 years after the term of this Agreement. In addition, the database shall include the names of pet owners who have moved, whose pets have died or have been destroyed, and whose pets may be scanned in other jurisdictions.
2. Toll-Free Telephone Service: The Contractor shall provide a staffed, toll-free telephone service that the City and the public can call 24 hours a day, 7 days per week, and 365 days per year, to obtain the name, address, and telephone number (if available) of the pet owner if the PIT tag identifier is provided.
3. Enrollment in registry/database: PIT tags provided by Contractor shall be pre-registered into the Contractor's registry. Contractor shall offer the enrollment into the registry as a life-time membership, with no annual fees charged to the pet owner (although additional fees may be charged to the pet owner for a new registration [change of ownership] or change of pet owner's information).
4. Update of the City Database: The database shall include an automatic method or procedure to provide the Department with all available information on all animals implanted which are harbored within the City of Los Angeles in a timely manner, not to exceed 72 hours after initial entry into the database or update.

G. Public Outreach

1. Public Outreach Plan: The Contractor shall conduct a comprehensive public information plan throughout the term of this Agreement to inform the public about the System, its safety, and the benefits of having their pets implanted with PIT tags.
2. Printed Information: The Contractor shall provide, at its own cost, printed materials (such as brochures, displays, banners, and handouts) and/or electronic media (such as videos, DVDs, etc.) pertaining to the use, advantages, safety, and benefits of the System. The Contractor shall provide enough printed material to be distributed in all Department Care Centers and at Department-held special events.

H. Future Equipment Compatibility

1. The System and related equipment acquired under this Agreement shall be compatible with future identification systems and equipment offered by the Contractor or any other manufacturer of similar identification systems and equipment for the 20-year life of the PIT tags.
2. The Contractor shall provide to the Department new or upgraded equipment and technology that may be offered by the Contractor in the future, at no additional charge to the Department.

SECTION VI. Department Requirements

- A. During the term of this Agreement, the Contractor shall be the Department's exclusive provider of PIT tags.
- B. The Department shall provide Contractor with information related to each animal implanted with a PIT tag. The information provided by the Department shall include: the PIT tag code number; the date the PIT tag was implanted; descriptive information of the animal implanted; the animal owners name, address, and telephone number; and record identification information. The information shall be transmitted to Contractor in a reasonable time after implantation, but not later than two weeks after implantation, and in a method determined by the Department.
- C. The Department shall designate a Contract Administrator, who shall monitor Contractor's compliance with and performance under the terms of this Agreement and shall provide information to Contractor in areas relating to policy and procedural requirements.

SECTION VII. Prices, Ordering, and Invoicing

- A. Contractor shall provide the Department with PIT tags pre-registered into Contractor's database, at a cost of \$____ per unit. (\$____ covers PIT tags and registration; registration only is \$____ for animals implanted.) In the event that an animal adopted from a Department Care Center has a PIT tag implanted by a previous owner, and the animal's adopter wishes to register their new pet to himself/herself, Contractor shall charge a fee of \$____ to the Department to process this re-registration, and shall charge no additional fee to the adopter for this registration.
- B. The Department shall order PIT tags and related equipment from the Contractor when needed, approximately once each month or every other month. The order shall specify the quantity of PIT tags to be obtained and the location where the PIT tags are to be delivered.
- C. Contractor shall deliver the ordered PIT tags and related supplies within five working days after receipt of the order.
- D. Invoices shall be submitted to the Department according to the Billing and Invoicing Requirements in the Standard Provisions.
- E. The Department is not obligated to purchase PIT tags from Contractor unless funds are available specifically for that purpose and unless an order is placed with the Contractor by the Department.

SECTION VIII. Miscellaneous Provisions

A. Termination

In the event Contractor defaults in the performance of any of the terms or conditions of this Agreement, or becomes unable through personal non-capacity to fulfill its obligations under this Agreement, the Department shall have the following options without any further notice or authorization from Contractor, and its choice of any option shall in no way waive its right to select any other option at any time:

1. The Department may give Contractor a written notice of such default. If Contractor does not cure said default within 30 days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate this Agreement, and/or;
2. The Department may recover, to the extent allowed by law, any and all loss or damage which may be due the Department.

B. Insurance

The Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit B, "Insurance Requirements." Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit B. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services.

SECTION IX. Confidentiality of Department Information

Contractor shall treat all information provided by the Department under this Agreement as secure and confidential, and such information may be used only for purposes of implementing terms and conditions of this Agreement. Contractor shall not sell, disseminate, distribute, or circulate in any manner animal information provided by the Department regarding animals implanted with PIT tags or owners of such animals. Notwithstanding this provision, Contractor shall at all times provide information from its database to persons or agencies who have scanned an animal and identified a Contractor's PIT tag. The provision of this section survives termination of this Agreement.

SECTION X. Required Information

Alternate forms and methods of providing the information required by each party of this Agreement, including electronic transfer, may be mutually developed by Contractor and the Department.

SECTION XI. Assumption of Costs

Contractor assumes all costs arising from the use of patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, or rights used for this Agreement. Contractor agrees to indemnify the City from all damages, costs, expenses, and actions in law or equity for or on account of the use of any protected item used by the Contractor.

SECTION XII. Incorporation of Attachments

The following Exhibits are hereby incorporated into and made a part of this Agreement:

- Exhibit A: Standard Provisions for City Contracts (Revised 10/2003), including its Attachments 1 and 2
- Exhibit B: Insurance Requirements

SECTION XIII. Order of Precedence

In the event of any inconsistency between the provisions of this Agreement and/or the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement
2. Exhibit A, Standard Provisions for City Contracts (Revised 10/2003)
3. Exhibit B, Insurance Requirements

SECTION XIV. Entire Agreement

This Agreement, including Exhibit A, Standard Provisions, and B, Insurance Requirements, constitutes the full and complete understanding between the parties. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement below.

**The City of Los Angeles,
Department of Animal Services**

By _____
Edward A. Boks, General Manager

Date: _____

**APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
FRANK T. MARTINEZ, City Clerk**

By _____
Deputy City Clerk

Date _____

Contractor

By _____
[name of contractor]

Title _____

Date _____

(second signature required of corporations)
Contractor

By _____
[name of contractor]

Title _____

Date _____