

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT  
BY AND BETWEEN THE CITY OF MERIDIAN  
AND THE IDAHO HUMANE SOCIETY**

This Animal Welfare and Enforcement Agreement (“Agreement”) is entered into on this \_\_\_\_ day of August, 2022, by the Idaho Humane Society, Incorporated, a non-profit corporation organized under the laws of the state of Idaho (“IHS”) and the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“Meridian”) (collectively, “Parties”).

**WHEREAS**, pursuant to Idaho Code sections 50-302, 50-319, 25-2803 and Title 6, Chapter 2, Meridian City Code, Meridian is authorized to provide animal welfare and enforcement services to further the public health, safety, and welfare; and

**WHEREAS**, Meridian requires the assistance of a third-party independent contractor to provide such services;

**WHEREAS**, IHS is uniquely qualified and able to provide such services within Meridian safely and humanely, pursuant to the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

**I. SCOPE OF WORK; GRANT OF AUTHORITY.**

IHS shall serve as Meridian’s animal welfare and enforcement authority and shall act as a limited agent for Meridian in the enforcement of all animal-related provisions of Meridian City Code and Idaho Code. IHS shall enforce Meridian City Code, Title 6, Chapter 2, and carry out the duties of the animal control officer as set forth therein, including, without limitation: seizing and impounding animals that are at large and unattended in city limits; seizing, impounding, and euthanizing animals in accordance with IHS policies and the provisions of Meridian City Code; removing and properly disposing of the carcass of any dead animal found in any public place; declaring that an animal is abandoned; deciding whether an abandoned animal shall be euthanized or made available for adoption; declaring that a dog is a vicious dog; issuing uniform citations for violations of Meridian City Code; and providing the Meridian City animal shelter, to include adequate physical accommodations, materials, and staffing to provide basic housing, feeding, watering, vaccination, and supervision of animals impounded therein. IHS shall provide animal code enforcement, emergency services, animal welfare services, field services, shelter services, responsible animal ownership services, and other services as described in *Exhibit A*. Meridian may contract separately with IHS for the provision of any additional services.

**II. COMPENSATION; FEES.**

**A. Payment amount and method.** For IHS’s performance of services as contemplated by this Agreement, Meridian agrees to pay IHS the sum of six hundred twenty-five thousand, twenty-six dollars (\$625,026.00). Meridian shall pay this amount to IHS in

twelve (12) equal monthly installments, each installment payable on or before the 15th of each month during the term of this Agreement.

- B. FY24 increase.** If IHS seeks to increase the amount due for services to be provided to Meridian in fiscal year 2024, IHS shall provide to Meridian the proposed increased amount no later than May 1, 2023, and shall provide a presentation to Meridian City Council explaining the proposed increase by June 1, 2023.
- C. Impound fees; boarding and veterinary fees.** IHS shall collect, and shall remit to Meridian within thirty (30) days of collection, 100% of all animal impound fees, as set forth in Meridian's fee schedule, as set forth in *Exhibit C*, or as may be amended by Meridian, after consulting IHS, in accordance with Idaho Code section 63-1311A. IHS shall be authorized to establish, collect, and retain reasonable and necessary fees for boarding and veterinary services.
- D. Dog license fees.** IHS shall issue dog licenses and collect applicable license fees on behalf of Meridian. IHS shall remit to Meridian a portion of animal licensing fees as set forth in *Exhibit D*.

### III. GENERAL TERMS AND CONDITIONS.

- A. Term.** The term of this Agreement is from October 1, 2022 through September 30, 2023.
- B. Independent contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between Meridian and IHS shall be that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of Meridian. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of Meridian, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of Meridian, which limited agency granted herein shall be strictly limited to performance under this Agreement, as expressly set forth herein, and shall not extend to any other purpose.
- C. Audits.** At any time during normal business hours and as often as Meridian may deem necessary, there shall be made available to Meridian for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit Meridian to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At its own expense, Meridian may conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by Meridian must use generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow an auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.

**D. Compliance with laws.** In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and local laws, regulations, and ordinances in effect or promulgated during the term of this Agreement. This obligation shall include timely payment of all taxes and license fees.

**E. Non-waiver.** Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.

**F. Indemnification.** IHS shall indemnify, save, hold harmless, and defend Meridian from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of any of Meridian or their respective officers, officials, employees, agents, servants, and volunteers, or Meridian's code that is deemed unconstitutional or in conflict with state or federal law. Notwithstanding anything to the contrary in this Agreement, the liability of Meridian is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to Meridian as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.

**G. Insurance.**

**1. Standard Insurance Coverages and Limits of Liability Required:**

**a. Worker's Compensation Insurance.** Where required by law, IHS shall have and maintain during the term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

If any work is sublet, IHS shall require its subcontractors to provide proof of Worker's Compensation and Employer's Liability Insurance.

**b. Commercial General Liability.** IHS shall have and maintain throughout the Agreement term, Commercial General Liability Insurance, with the following minimum limits of liability:

General Aggregate	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Per Occurrence	\$1,000,000
Fire Legal Liability	\$ 50,000

**c. Automobile Liability Insurance.** For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Agreement term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars (\$1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.

**2. Additional Insured.** IHS shall include Meridian as an additional insured party to all of the insurance coverage listed above.

**3. No Limitation of Liability.** Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS's insurers. IHS's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. IHS's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes Meridian from coverage or asserting a claim under IHS's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of Meridian, shall serve as grounds for Meridian to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the payment due from Meridian to IHS.

**4. Evidence of insurance.** IHS shall provide the following as evidence of insurance:

- a.** A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the City of Meridian shall be written in; and
- b.** An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names each of Meridian.

At any time upon Meridian's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If Meridian tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to Meridian.

- 5. Notice of cancellation or modification; renewal.** IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

**G. Termination.**

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the expiration of this Agreement.
2. This Agreement shall terminate between Meridian and IHS upon the following events:
  - a. Meridian or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least ninety (90) calendar days after delivery of such notice of termination;
  - b. Meridian fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case Meridian shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation; or
  - c. Meridian and IHS agree, in writing, to terminate this Agreement.

**H. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

**I. Amendment.** This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party.

**J. Notices.** Each Party shall deliver all communications in writing either in person, by U.S. mail, postage prepaid, by email, addressed to the other Party as set forth below:

Idaho Humane Society  
ATTN: Chief Executive Officer  
1300 S. Bird St.  
Boise, Idaho 83709  
jrosenthal@idahohumanesociety.org

City of Meridian  
ATTN: City Clerk  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
cityclerk@meridiancity.org

Either Party may change its notice address by notifying the other Party as described in this section.

- K. Attorneys' Fees.** In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.
- L. Assignment; Subcontract.** Neither IHS nor Meridian may assign or subcontract any of their rights or obligations under this Agreement without first obtaining the written consent of the other.
- M. Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.
- N. Non-Discrimination.** In performing the services required herein, neither IHS nor its subcontractors shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or disability.
- O. Severability.** Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.
- P. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

**IN WITNESS WHEREOF**, the authorized agent or representatives of Meridian and IHS execute this Agreement and make it effective on the date first written above.

**IDAHO HUMANE SOCIETY:**

By:   
\_\_\_\_\_  
Dr. Jeff Rosenthal, Chief Executive Officer

**CITY OF MERIDIAN:**

By: \_\_\_\_\_  
Robert E. Simison, Mayor

**ATTEST:**

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. SERVICES.** IHS shall be responsible for selecting and training adequate and qualified staff to carry out all of the following services in a professional manner:

**A. Animal Code Enforcement.** IHS shall provide animal code enforcement services seven (7) days per week, from 8:00 a.m. to 7:00 p.m. In performing animal code enforcement duties, IHS shall:

1. Timely and thoroughly investigate all complaints and calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense. For any cases involving dangerous animals or nuisance violations (*e.g.*, bites, barking, aggressive behavior, vicious dog, etc.) search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
2. Collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
3. Timely file all citations and reports with the Court and/or prosecutor, as appropriate.
4. Upon request, timely provide to Meridian copies of the citation, reports, or evidence.
5. Appear on time for all court hearings and trials and shall be fully prepared to testify, including reviewing all relevant reports, photographs, audio recordings, video recordings, and other records and evidence.
6. Comply with subpoenas and notify the prosecutor at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
7. Provide to Meridian an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, Director of Animal Control, Dispatch and Night Dispatch, and the work cell phone numbers, if any, for all Animal Control Officers. IHS shall provide Meridian updated contact lists within thirty (30) days of any changes.
8. Return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.

**B. Emergency Services.** IHS shall provide emergency services twenty-four (24) hours per day, seven (7) days per week. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:

1. Injured stray dog or cat;
2. Dog bite or cat bite with animal still at-large;
3. Dog bite requiring quarantine of the animal;
4. Vicious or dangerous dog with the dog still at-large, constituting a threat to persons or domesticated animals;
5. Animal caught in a trap that is making a disturbance, or that is injuring itself;
6. Dog, cat, or livestock causing traffic safety issue;
7. Animal cruelty violations;

8. Dangerous animal at-large;
9. Exotic animals and wildlife;
10. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
11. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

**C. Animal Welfare Services.** IHS shall provide animal welfare services in Meridian, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators, following through on such citations by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, and picking up dead or injured animals within public areas. Animal Welfare Services shall also include:

1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents.
2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
3. Quarantine of disease-suspect and bite case animals.
4. Participation in local disaster planning to address animal-related issues.
5. Enforcing animal cruelty statutes and codes.
6. Transporting injured animals to IHS's veterinary hospital or other critical care facilities.
7. Removing and disposing of dead animals, whether wild or domesticated, from public areas.
8. Coordinating with appropriate governmental agencies, private entities, and volunteer service groups to respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities.

**D. Field Services.** The provision of field services include, without limitation, responding to the following complaints and calls for service:

1. Dog at large.
2. Trapped dog (or other animals).
3. Livestock at large.
4. Excessive dog barking.
5. Unlicensed dog.
6. Dog or cat without rabies vaccination.
7. Dogs threatening a person or domestic animal.
8. Dog or cat bite.
9. Injured or sick stray dog, cat, or other animals (including wild animals).
10. Abandoned or mistreated animal.
11. Negligently confined animal.
12. Animal cruelty or neglect.
13. Dead dog, cat, or other animals (including wild animals).
14. Prohibited or dangerous mammal or reptile investigation.



15. Unsanitary premises (*e.g.*, excessive animal waste) inspection.

**E. Shelter Services.** IHS shelter services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m. For purposes of this Agreement, “Shelter Services” shall include:

1. Maintaining a lost and found program for animals.
2. Holding stray or lost animals in accordance with the applicable Meridian ordinance.
3. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
4. Coordinating with IHS’s veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.

**F. Responsible Animal Ownership Services.** IHS shall provide services to support the goal of responsible animal ownership in the respective territorial limits of Meridian, including public information and education, making recommendations to Meridian regarding needed changes in policies, fees, and ordinances, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. Further, IHS shall:

1. Provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
2. Promote animal adoptions.
3. Continually educate the public regarding the benefits of spaying or neutering pets.
4. Issue Meridian dog licenses in accordance with this Agreement.
5. Promote citizen compliance with dog license requirements.

## **II. RECORDKEEPING, ACCOUNTING, AND REPORTING.**

**A. Operations records.** IHS shall prepare and maintain complete and accurate records regarding its performance of Scope of Services, including, without limitation, records of the disposition of any animal picked up by IHS, by a Meridian employee, or by a private citizen and then delivered to IHS (“Impounded Animal”).

**B. Separate accounting.** IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. IHS shall account for services provided under this Agreement separately from other functions to the extent administratively feasible, and shall establish a reasonable basis for allocated costs.

**C. Records of fees.** IHS shall maintain accurate and complete records of the fees it collects on behalf of each of Meridian.

**D. Annual Report.** IHS shall provide a written annual report, no later than January 31st of each year to each of Meridian. The annual report shall include the information provided in *Exhibit B*, and:

1. Documentation showing the current service levels in Meridian in comparison to a three-year average baseline.
2. Projected target service levels for the next twelve (12) months.
3. Number of field calls within the jurisdictions of Meridian, sorted by call category.
4. Average response times to calls for service within Meridian.
5. Number of citations issued for animal code violations.
6. Number of Impounded Animals.
7. Number of days Impounded Animals were boarded.
8. Number of Impounded Animals returned to the owner.
9. Number of animals adopted.
10. Number of Meridian dog licenses issued by IHS.

**E. In-person presentation.** Meridian may request that IHS present the annual report to Meridian City Council. IHS shall provide such presentation within thirty (30) days of the request.

**F. Requested reports.** Meridian may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist Meridian in its budgeting process. IHS shall timely respond to all Meridian requests for reports and documents.

**G. Standard Operating Procedures.** IHS shall develop internal standard operating procedures and policies (“SOPs”) related to the services provided under this Agreement. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of such SOPs.

# EXHIBIT B FORM OF ANNUAL REPORT

## ANNUAL REPORT

**Idaho Humane Society Annual Statistics  
For the Calendar Year Ended December 31, 2022**

City/County Field Calls divided by category

	Ada County	Kuna	Boise	Meridian	Eagle	Combined Total
Aggressive						
Attack						
Barking						
Bite						
Dead/Injured						
Dog at Large						
Large/Small Animal Cruelty/Neglect						
Miscellaneous						
Pickup - Cat						
Pickup - Dog						
Loose Livestock						
Wildlife Related Calls						
Extra Patrol						
Barrister/Sheriff's Office /City Hall, etc						
Total number of calls						
IHS average response times to Calls for Service - Minutes						
Number of city licenses sold by IHS						
Number of citations issued for Animal Code violations						
Number of Letters issued for Barking Dogs Notices						
Number of Warnings issued for Animal Code violations						
Number of times officers Educated vs. citing						
Number of animals handled						
Number of animals impounded						
Average number of boarded days per impounded anima						
Number of animals returned to owner						

Live Release rate total

- Cats
- Dogs

Number of spay/neuter procedures performed

Number of animals fostered

Number of animals adopted

Number of volunteer hours logged

Humane Education program youth reached


Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C**  
**CITY OF MERIDIAN IMPOUND FEES**  
**(Effective October 1, 2022)**

<b>Fee Name</b>	<b>Description</b>	<b>Amount</b>
Impound Fee – Dog	Cost of services necessary to capture a dog at large in Meridian and impound it at the IHS facility.	\$50.00
Impound Fee – Dog bite case or vicious dog	Cost of services necessary to capture a dog at large in Meridian and impound it at the IHS facility, where the dog has bitten a person or another animal, and/or is reported to be vicious.	\$75.00
Impound Fee – Cat	Cost of services necessary to process cat into shelter, where animal is captured in Meridian is dropped off at the IHS facility.	\$15.00
Impound Fee – Livestock or large animal	Cost of services necessary to capture livestock or large animal in Meridian and impound it at the IHS facility.	\$150.00

**EXHIBIT D**  
**DOG LICENSING DESIGNEE AGREEMENT**

The City of Meridian hereby authorizes and empowers IHS to issue dog licenses on behalf of Meridian in accordance with all applicable provisions of Meridian City Code and the following terms:

- A. Issuance of dog licenses:** IHS shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), including, but not limited to:
1. Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed.
  2. Collection of appropriate license fee.
- B. Rabies education.** IHS shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.
- C. Official log:** IHS shall keep an official, monthly, written log of all dog licenses issued by IHS on the form provided by City and shall keep such written log complete and current at all times.
- D. Administrative fee:** City hereby authorizes IHS to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.
- E. Monthly submission to City Clerk:** City shall provide dog license tags to IHS. At the end of each month during the term of this Agreement, IHS shall submit to the Meridian City Clerk:
1. All dog license fees collected by IHS on City's behalf; and
  2. A true and correct copy of the IHS's monthly log, completed in full. Such fees and log shall be submitted to the Meridian City Clerk no later than the tenth (10th) day of the month following the month for which the fees were collected and the monthly log completed.
- F. Remission of discrepancy:** If, following the Meridian City Clerk's review and accounting of IHS's issuance of dog licenses, the Meridian City Clerk notifies IHS of a discrepancy in fees collected and data reported by IHS in the log or quantity of unissued tags, IHS shall remit to City funds in the amount of such discrepancy. IHS's obligation to remit to City funds in an amount corresponding to the number and type of dog licenses issued and the number of unissued dog license tags returned to City shall not be excused for any reason, regardless of IHS's assertion of loss, theft, misplacement, mistake, or mismanagement of fees, tags, and/or data.