

**FIRST AMENDMENT TO THE
SERVICE AGREEMENT
FOR
ANIMAL SHELTER SERVICES**

**CITY OF FLAGSTAFF
And
COCONINO COUNTY HUMANE ASSOCIATION**

This is an Amendment to the Agreement between the City of Flagstaff ("City") and Coconino County Humane Association, ("Service Provider"), dated July 29, 2010 (the "Agreement"). Section 2.4 of the Agreement allows the City to consider requests for increased compensation at the time of extension of the Agreement. The Parties agree to extend the Agreement to expire on June 30, 2015, as set forth below, with new text underlined and deleted text stricken through.

2. COMPENSATION TO PROVIDER

2.1 Provider agrees to perform all of the work described in Exhibit "A", Scope of Work, for the annual sum of ~~One Hundred Sixty-Five Thousand Dollars (\$165,000)~~, Two Hundred and Eleven Thousand Nine Hundred and Eighty-Five Dollars (\$211,985), which the City will pay to the Provider in equal monthly installments. ~~of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750).~~

4. NOTICE PROVISIONS

Notice: Any notice concerning this Agreement must be in writing and sent by certified or registered mail as follows:

To the City's Authorized
Representative ("Contract
Administrator"):

Rick Compau, C.P.M., CPPO, CPPB
Director of Purchasing
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

To Service Provider:

~~Dennis Pugh~~, Executive
Director
Michelle Ryan, Executive
Director
Coconino County Humane
Association
P.O. Box 66
Flagstaff, Arizona 86002

EXHIBIT A
SCOPE OF WORK

Provide and perform animal control professional services in conformity with the National Animal Control Association (NACA) policies. Possess licenses to operate programs such as: adoption, shelter, spaying and neutering, licensing, vaccinations, euthanasia and community outreach.

SERVICES

1. Maintain and operate an animal shelter.
2. Receive unwanted and stray animals from Flagstaff residents.
3. Receive animals impounded by City Animal Control Officers (including police officers) in the performance of their duties.
4. Impound animals involved in bite cases when necessary, and provide quarantine facilities as needed for other health and safety reasons.
5. Humanely euthanize animals not claimed or adopted, or as ordered by the court. Provider will follow the euthanasia policies set forth by the National Animal Control Association (NACA).
6. Develop optional policies that address the transfer of impounded animals over to “no-kill shelters” as allowed by state statute and at no additional charge to either party.
7. Collect all license and other fees as required by City ordinance, including, but not limited to fees for rabies shots and remit collected fees to the City on a monthly basis with the reports required by this Agreement.
8. Establish policies and procedures to insure rabies vaccination of all dogs which are either claimed or adopted.
9. Submit a monthly report to the City detailing each month’s activity, including fees collected, animals impounded, and disposition of each animal.
10. Comply with all federal, state, county and municipal laws, ordinances, rules or regulations applicable to performance of these services. This specifically includes all laws, ordinances, rules or regulations pertaining to humane

treatment, euthanasia, spay/neuter, and the reclaiming or adoption of animals.

11. Provide emergency animal ambulance and emergency medical services.
12. Assist with animal cruelty investigations.
13. Provide public education and low-cost spay and neuter services.
14. Provide low-cost citizen requested euthanasia services.

Except as modified by this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

City of Flagstaff

**Coconino County Humane
Association, dba Coconino
Humane Association**

Mayor

~~Dennis Pugh, Executive Director~~
Michelle Ryan, Executive Director

Attest:

City Clerk

Approved as to form:

Date of Execution:

City Attorney
