



GENERAL SERVICES AGREEMENT AMENDMENT No. 1

This GENERAL SERVICES AGREEMENT AMENDMENT NO. 1 (this "Amendment No. 1") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and THE HUMANE SOCIETY OF SOUTHERN ARIZONA, INC., an Arizona non-profit corporation (the "Contractor"). The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. Effective July 1, 2017, the Town and the Contractor entered into a General Services Agreement (the "Agreement") for the purpose of providing animal sheltering services to the Town.

B. Paragraph 2.01 of the Agreement provides that the initial term of the Agreement is from July 1, 2017 to June 30, 2020. Paragraph 2.02 of the Agreement provides that the Parties may renew the Agreement for up to two consecutive one-year periods by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor.

C. Paragraph 2.03 of the Agreement provides that the Contractor may request revisions to the fee schedule, Exhibit C, for the extension period to address increased costs market conditions, demand and the like.

D. Paragraph 10.04 of the Agreement provides that the Agreement may not be changed or modified except by written agreement signed by all Parties.

E. The Town and the Contractor desire to amend the Agreement to renew the Agreement for the first of two possible one-year terms, to revise the fee schedule for the extension period, and to change the Contractor's designated representative for notices.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Agreement and this Amendment No. 1, the Parties agree as follows:

1. Term. The Agreement is hereby amended to renew the Agreement for the first of two possible one-year renewal periods, from July 1, 2020 to June 30, 2021.

2. Invoices and Payments. The Agreement is hereby amended to replace the fee schedule attached as Exhibit C to the Agreement with the fee schedule attached to this Amendment No. 1 as Exhibit C₁, which is fully incorporated within the Agreement by this reference.

3. Relationships. Paragraph 3.05 of the Agreement is hereby revised to provide that all notice request and authorizations provided to the Contractor shall be addressed to Steve Farley, Chief Executive Officer, in the place of Brandy Burke.

4. Effective Date. The effective date of this Amendment No. 1 is July 1, 2020.

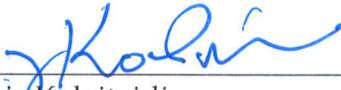
5. Other Terms and Provisions. All other terms and provisions of the Agreement and its exhibits not specifically changed by this Amendment No. 1 shall remain in effect and be binding upon the Parties as provided for in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this General Services Agreement Amendment No. 1 as of the last Party's signature date below.

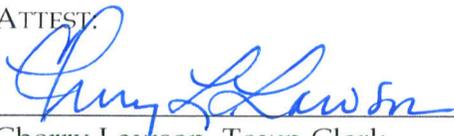
The "Town":

THE TOWN OF MARANA,
an Arizona municipal corporation



Yiannis Kalaitzidis
Finance and Purchasing Director
6/16/20
Date

ATTEST:



Cherry Lawson, Town Clerk

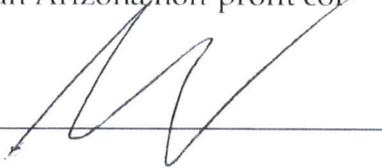
APPROVED AS TO FORM:



Libby Shelton, Senior Assistant Town
Attorney

The "Contractor":

THE HUMANE SOCIETY OF SOUTHERN ARIZONA, INC., an Arizona non-profit corporation



Steve Farley
Chief Executive Officer
5/27/20
Date

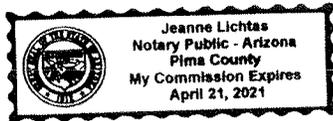
Federal I.D.: 86-0112798

[NOTARY BLOCK FOLLOWS]

STATE OF - Arizona)
) ss.
County of - Pima)

The foregoing instrument was acknowledged before me this 27 day of May, 2020 by Steve Farley, the Chief Executive Officer of THE HUMANE SOCIETY OF SOUTHERN ARIZONA, INC., an Arizona non-profit corporation, on behalf of the corporation.

(Seal)



Jeanne Lichtas
Notary Public

Exhibit C₁ – Fee Schedule for Fiscal Year 2021

Description of Services	FY21 Fee
Animal Sheltering Services¹	
Dogs	\$45 per 24-hour period
Cats	\$45 per 24-hour period
Other	\$25 per 24-hour period
Special Intake ² (Dogs/Cats)	\$45 per 24-hour period
Veterinary Care for Sheltered Animals³	
Emergency Veterinary Care (non-life-threatening)	\$70 per assessment - treatment separate
Non-Emergency Veterinary Care ⁴	\$50 per assessment - treatment separate
Treatments and Other Veterinary Care	Actual cost of treatment
Other Services	
Animal Pick-Up	\$60 per pick-up
License Processing Fee	Not Applicable
Owner Surrender Fee (Charged to Town <u>only</u> if owner is financially unable to pay)	\$60 per animal \$85 per litter
DOA Cremation Fee (for stray domestic animals dropped off by Town)	\$55 per animal
Additional Fees Starting July 1, 2020	
Cost per Employee per hour for special request cases	\$60 per hour
Cost per animal for hoarding surrender ⁵	\$90 per animal
Cost per TNR animal	\$50 per animal
Spay/Neuter for referred Owner or Marana pay	Dog = \$115 per animal Cat = \$50 per animal

¹ If an animal is returned to its owner, any redemption fees collected from the owner will be credited to the Town up to the actual number of days that have billed to the Town

² Special Intake includes Bite Case Quarantines (10 days), Confiscated, Court Case- billing days include full mandated periods

³ If an animal is returned to its owner, any veterinary care fees collected from the owner will be credited to the Town, up to the amount billed to the Town

⁴ Emergency and Non-Emergency Vet Care does not include medications

⁵ Fee includes all costs associated with animal other than immediate emergency medical vet care.