



City Clerk Document No.: _____

City Council Meeting Date: June 23, 2022

CITY OF CHANDLER SERVICES AGREEMENT
VETERINARY AND SHELTER SERVICES
CITY OF CHANDLER AGREEMENT NO. 4513

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona Municipal Corporation, by its Mayor, (City), and the Arizona Humane Society (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties).

RECITALS

A. Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

B. City proposes Contractor to provide Veterinary and Shelter Services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

E. The Parties previously entered into that certain City of Chandler Services Agreement Veterinary and Shelter Services City of Chandler Agreement No. 4346 dated May 25, 2021, between the City and Contractor ("Prior Agreement"). The Prior Agreement is and shall remain in full force and effect until the expiration of its term on June 30, 2022, unless sooner terminated in accordance with the provisions therein. The Prior Agreement is not being renewed.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Agreement means the legal agreement executed between the City and the Contractor.

City means the City of Chandler, Arizona.

Contractor means the individual, partnership, or corporation named in the Agreement.

Days means calendar days.

May, Should means something that is not mandatory but permissible.

Shall, Will, Must means a mandatory requirement.

Ownership. All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries, and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute, and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, subcontractors, officers, or employees.

Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

Assignment. Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of City.

Amendments. The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by City in writing or made unilaterally by Contractor are violation of the Agreement. Any such changes, including unauthorized written Agreement Amendments, shall be void and without effect, and Contractor shall not be entitled to any claim under this Agreement based on such changes.

Independent Contractor. Contractor, under this Agreement, is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

SECTION II: CONTRACTOR'S SERVICES

Contractor shall act under the authority and approval of the Police Chief or designee (Agreement Administrator) to provide the services required by this Agreement.

Contractor shall provide staff response, investigative support, transportation, veterinary and shelter services all as more specifically set forth in **Exhibit A**, attached hereto and made a part hereof by reference.

Non-Discrimination. The Contractor shall comply with all applicable City, State, and Federal laws, rules, and regulations, including the Americans with Disabilities Act.

Licenses. Contractor shall maintain in current status with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Agreement.

Advertising, Publishing, and Promotion of Agreement. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.

Compliance with Applicable Laws. Contractor shall comply with all applicable Federal, State, and local laws and with all applicable licenses and permit requirements.

Contractor hereby warrants to City that Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

A breach of Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the Agreement.

City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Agreement to ensure that Contractor or subcontractor is complying with Contractor Immigration Warranty. Contractor agrees to assist City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of Contractor and any subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist City in performing any such random verification.

The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property.

Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

New/Current Products. All equipment, materials, parts, and other components incorporated in the work or service performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

Property of the City. Any materials, including reports, computer programs, and other deliverables, created under this Agreement are the sole property of the City.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is three (3) years, commencing on July 1, 2022 and terminating on June 30, 2025 (the "Initial Term") unless sooner terminated in accordance with the provisions herein. The Initial Term may be extended for up to two (2) consecutive additional 1-year terms (each a "Renewal Term" and together with the Initial Term, the "Term") by the mutual express written agreement of the City and Contractor.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

City shall pay Contractor the amounts set forth in Exhibit B attached hereto and made a part hereof by reference.

Taxes. Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill City for applicable privilege license taxes which are paid for by Contractor and that City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

Payment. A separate invoice shall be issued for the annual services to be performed and any other additional fees that may be required as set forth in Exhibit B.

IRS W-9 Form. In order to receive payment, Contractor shall have a current IRS W-9 Form on file with City, unless not required by law.

Price Adjustment in Extension Terms. All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully-documented request for a price adjustment. City shall determine whether any requested price increases for extension terms is acceptable to City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties, a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement.

At any time during the Term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 Termination. Termination for Convenience. City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and Contractor compensation shall be based upon such determination and Contractor's fee schedule included herein.

Termination for Cause. City may terminate this Agreement for cause upon the occurrence of any one or more of the following events:

1. If Contractor fails to perform pursuant to the terms of this Agreement;

2. If Contractor is adjudged a bankrupt or insolvent;
3. If Contractor makes a general assignment for the benefit of creditors;
4. If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
5. If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6. If Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

Gratuities. City may, by written notice, terminate this Agreement in whole or in part if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about Agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Contractor.

Suspension or Debarment. City may, by written notice to Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal or an offer of execution of an agreement shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

Continuation of Performance through Termination. Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

Availability of Funds for the next Fiscal Year. Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

5.3 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City and any of its elected or appointed officials, directors, commissioners, board members, agents, or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations for personal injury, wrongful death, or property damage, to the extent arising from the negligent or intentional acts or omissions of contractor, or any of its subcontractors, or anyone directly employed by any of them pursuant to this Contract/Agreement or the services performed or permissions granted under it.

5.4 Insurance Requirement: General.

At the same time as execution of this Agreement, Contractor shall furnish City with a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7 or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

Contractor and any of its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Contractor from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Use of Subcontractors. If any work is subcontracted in any way, Contractor shall execute a written contract with the subcontractor containing the same indemnification clause and insurance requirements as City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the subcontractor, obtaining certificates of insurance, and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form. Contractor must maintain "occurrence" form commercial general liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury, and advertising injury. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

Automobile Liability – Any Auto or Owned, Hired, and Non-Owned Vehicles Vehicle Liability. Contractor must maintain business/automobile liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. If any excess or umbrella insurance is utilized to fulfill the requirements of this paragraph, the excess or umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

Workers Compensation and Employers Liability Insurance. Contractor must maintain workers compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain employers' liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

Self-Insured Retentions or Deductibles. Any self-insured retentions and deductible must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor, including City's general supervision of Contractor; products and completed operations of Contractor; and automobiles owned, leased, hired, or borrowed by Contractor.
2. Contractor's insurance must contain board form contractual liability coverage.
3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Agreement.
4. Contractor's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees shall be in excess of the coverage provided by Contractor and must not contribute to it.
5. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against City, its

- officers, officials, agents, and employees for losses arising from work performed by Contractor for City.
8. Contractor, its successors and or assigns, are required to maintain commercial general liability insurance as specified in this Agreement for a minimum period of three (3) years following completion and acceptance of the work. Contractor must submit a certificate of insurance evidencing commercial general liability insurance during this three (3) year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials, and employees as additional insured as required.
 9. If a certificate of insurance is submitted as verification of coverage, City will reasonably rely upon the certificate of insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

Insurance Cancellation during Term of Agreement.

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement certificates to City within ten (10) days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the City of Chandler, Law – Risk Management Department, Post Office Box 4008, Mail Stop 602, Chandler, Arizona, 85244-4008. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, or non-renewal of insurance within seven (7) days of receipt of insurers' notification to that effect.

5.5 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.6 Notices. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered/certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

	FOR THE CITY:	FOR THE CONTRACTOR:
Mailing Address:	City of Chandler P.O. Box 4008, Mail Stop 901 Chandler, AZ 85244-4008	Arizona Humane Society 1521 W. Dobbins Road Phoenix, AZ 85041
Physical Address:	175 S. Arizona Avenue Chandler, AZ 85225	1521 W. Dobbins Road Phoenix, AZ 85041
Contact:	Christina Pryor	Tracey Miiller
Phone:	480-782-2403	602-997-7585 x 2071

Agreement Administrator for the City: David Ramer, Assistant Police Chief

5.7 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.8 Dispute Resolution.
Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute

relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

5.9 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.10 City's Right of Cancellation. Pursuant to A.R.S. §38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when Contractor receives written notice of the cancellation unless the notice specifies a later time.

5.11 Independent Contractor. Contractor, under this Agreement, is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

5.12 Subcontractors. During the performance of the Agreement, Contractor may engage such additional subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.

Subcontracts. Contractor shall not enter into any subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of the Agreement

5.13 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

5.14 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug-Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.15 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by State statute.

5.16 Legal Worker Requirements. A.R.S. §41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. §23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.17 Lawful Presence Requirement. A.R.S. §§1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.18 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.19 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.20 Disclosure of Information Adverse to the City's Interests.

No Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. §35-501. Any such interests were disclosed in Contractor's proposal to City.

Kickback Termination. City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

No Conflict. Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

5.21 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.22 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or

password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.23 Jurisdiction and Venue. This Agreement is made under, must be construed in accordance with, and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.24 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.25 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.26 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.27 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded, except that, notwithstanding anything to the contrary contained in this Agreement, the Prior Agreement is and shall remain in full force and effect until the expiration of its term on June 30, 2022, unless sooner terminated in accordance with the provisions therein. The Prior Agreement is not being renewed.

5.28 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.29 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday, or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.30 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.31 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.32 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.33 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services
Exhibit B - Compensation and Fees

5.34 Cooperative Use of Agreement. In addition to the City of Chandler, and with approval of Contractor, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contract', 'S.A.V.E' listing, and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter, and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. §41-1750 and Public Law 92-544 of all Contractors, subcontractors, or vendors and their employees for which fingerprints are submitted to the District. Additionally, Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.35 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.36 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, State, and Federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.37 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.38 Non-Exclusive Agreement. This Agreement is for the sole convenience of the City of Chandler. City reserves the right to obtain like goods or services from another source when necessary.

5.39 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

The Parties have executed this Agreement on this ____ day of _____, 2022 (Effective Date).

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Dr. Steven Hansen

Its: _____

Its: President and CEO

APPROVED AS TO FORM:

By: _____
City Attorney EPW

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

In exchange for an annual payment, Contractor will perform the following services:

- A. Sick or Injured Animals – Contractor will respond to the scene of any Chandler Police- or Chandler resident-initiated call to rescue, treat, and kennel a sick or injured stray animal. Typical response time shall be within one (1) hour. City will have no exposure to costs incurred by Contractor related to these types of calls.

Ambulance services will be available to City seven (7) days a week (Monday through Sunday) from 8:00 A.M. to 7:00 P.M., depending on call volume and staffing. For calls that come in outside of these operating times, the Chandler Police Officer or resident placing the call will be directed to contact an Emergency Animal Clinic (EAC) where the animal will be temporarily transferred and then be retrieved by the Contractor the following day during normal operating hours. City confirms that the EAC will not charge City or EAC's temporary sheltering service. Contractor will seek to have the animal's owner reimburse the organization for any medical and kennel charges but in no event will City be asked to reimburse the organization for injured or sick animal care beyond the annual payment noted above.

- B. Animal Cruelty Investigation – For animals justifiably seized by the Chandler Police, Contractor will provide animal cruelty investigation services for the first forty-five (45) days of custody, as described below:

- Staff response to scene;
- Investigations;
- Transportation;
- Necropsy services;
- Board and feed, provided however that Contractor shall not be obligated to house any animal it determines that it doesn't have space to house;
- For any seized animal housed beyond forty-five (45) days, Contractor will bill City of Chandler at a rate of \$50.00 per day, per animal.
- Veterinary care up to \$1,500 per week, based on the applicable "cost of care" rates shown on Schedule 1, attached hereto and incorporated herein (the "Rate Schedule"). Any veterinary care beyond \$1,500 per week will require separate approval notification and approval by City. If City's approval notification is not given, then Contractor shall not be obligated to provide such care;
- Testimony up to twenty (20) hours per month, additional testimony at a rate of \$50.00 per hour;
- Education and training services to Chandler Police Officers, as determined by Contractor and upon request of the Chandler Police Department.

City shall only direct Contractor to take protective custody of an animal when the City has lawful authority to seize and impound an animal pursuant to the Arizona Revised Statutes or the Chandler City Code. Contractor understands that lawful authority exists when the City either has a search warrant or has a reasonable belief that an exception to the search warrant requirement exists, including, but not limited to, consent from an owner or agent with authority to consent to a search or seizure, or exigent circumstances exist to seize an animal when it is necessary for their immediate health or safety. Contractor shall be entitled to rely on the determination by the City that the City has lawful authority to seize and impound the animals and take an animal into protective custody.

City shall make the determination to seize and impound an animal. Contractor may make appropriate recommendations to City personnel before seizing and impounding an animal, but it shall not otherwise direct City personnel to take any particular action in a case involving suspected animal cruelty or neglect. Once the City directs Contractor to take protective custody of an animal, Contractor, in its sole and exclusive discretion, shall utilize any procedures or techniques it believes may be appropriate under the circumstances to take an animal into protective custody.

Contractor will take a lead role in coordinating Contractor's own animal cruelty investigations to include receiving and responding to animal cruelty calls from Chandler residents, managing on-scene investigations, and securing/sheltering (if necessary) and treating the animal. Contractor will refer cases to Chandler Police for those cases requiring seizure and/or prosecution.

City shall permanently transfer all ownership interest in an animal to Contractor when an animal seized and held in protective custody by Contractor is forfeited to the City by a court of law pursuant to either the Arizona Revised Statutes or the Chandler City Code. Contractor acknowledges and agrees that the transfer of the City's ownership interest in an animal to Contractor may be subject to the approval of the City Council. City and Contractor agree that a court may also order an animal forfeited to any person or agency contracted with the City to care for an animal that is seized and impounded pursuant to the Chandler City Code, or humanely euthanized. If a court orders an animal forfeited to Contractor, transfer of ownership in an animal to Contractor shall not be subject to approval of the City Council. Upon the permanent transfer of ownership of an animal to Contractor, Contractor shall place the animal for adoption, rescue, alternative placement, or humanely euthanize the animal.

Contractor reserves the right to seek cost of care and/or restitution from the owner through the civil and criminal court process via the City of Chandler Prosecutor's Office for the costs incurred in the first forty-five (45) days of seizure. City acknowledges that the amounts paid to Contractor under this Agreement only represent a fraction of the costs incurred by Contractor to shelter and care for animals as required under this Agreement.

C. Welfare Seizures – Contractor will respond to calls from Chandler Police or Chandler residents where animals are in distress such as:

- Left in hot vehicles – Contractor will request assistance from Chandler Police on these types of calls, as Contractor is unable to enter locked vehicles.
- Left within homes/backyards/apartments where the animal does not have access to food, water, or shade. Contractor will handle these calls as an animal cruelty investigation, will work with the owner to educate, and will provide food and water. If the animal is in dire need, Contractor will request that the animal be seized by Chandler Police for its health/welfare.
- Clear abandonment where an animal is left tied to an object. Contractor will respond to these calls, but, if the animal is completely healthy, the animal may be transferred to MCACC to be held for the stray wait period.
- The animal becomes abandoned as a result of a deceased owner and there is no next of kin, agent or other responsible party to provide care for the animal. Contractor will ask the Chandler Police to seize the animal to provide an outlet should no person attempt to claim the animal.
- The owner is arrested and there is no next of kin, agent, or other responsible party to provide care for the animal. Contractor will ask the Chandler Police to seize the animal to provide an outlet should the owner not attempt to claim the animal.
- The animal becomes abandoned as a result of an owner being hospitalized and there is no next of kin, agent or other responsible party to provide care for the animal. Contractor will ask the Chandler Police to seize the animal to provide an outlet should no person attempt to claim the animal.

For animals abandoned because of an owner's death, hospitalization, or confinement, Contractor reserves the right to seek compensation from an animal owner, the owner's estate, next of kin or the owner's agent acting on behalf of the owner to reimburse Contractor for any actual cost-of-care provided. City acknowledges that the amounts paid to Contractor under this Agreement only represent a fraction of the costs incurred by Contractor to shelter and care for animals as required under this Agreement. Contractor's recovery from an animal owner, the owner's estate, next of kin or the owner's agent acting on behalf of the owner shall not exceed Contractor's actual cost-of-care. If no person, including the owner, the owner's estate, or the owner's agent acting on behalf of the owner, claims an animal, Contractor may place the animal for adoption, rescue, alternative placement, or humanely euthanize the animal.

D. Hoarding Situations – Contractor will respond to Chandler Police-authorized calls and citizen-initiated calls where residents demonstrate animal hording behavior. Contractor will secure, transport, and treat any animal rescued; however, Contractor shall not be obligated to house or transport any animal it deems it does not have the space to house or to provide for any animal housed beyond forty-five (45) days, at which time Contractor will bill the City of Chandler at a rate of \$50.00 per day, per animal.

E. Voluntary Surrender – Contractor will accept voluntary animal surrender from Chandler residents, provided the owner transports the animal to Contractor's shelter.

F. Clarification of Services not Offered by Contractor – City understands that Contractor will not provide services related to any calls from Chandler Police or Chandler residents that deal with the collection of stray animals, vicious or nuisance animals, bite investigations, and dangerous/threatening animal calls.

- G. Usage of an Emergency Animal Clinic (EAC) – During those times when Contractor is not available to respond, City can transport any sick/injured stray animal to the closest available EAC for stabilizing treatment until Contractor can arrive the following day to pick up the animal. The following is a list of approved EACs.

CITY	ADDRESS	PHONE NUMBER
Chandler – First Regional	1233 W Warner Rd (Alma School & Warner)	480-857-0451
Mesa – First Emergency	1423 S Higley Rd (Higley/N of I-60)	480-924-1123
Gilbert	86 W Juniper (Gilbert/Guadalupe)	480-497-0222
Scottsdale	22595 N Scottsdale Rd (Scottsdale/Williams)	480-949-8001
Phoenix	3110 E Indian School Rd (31 st St/Indian School)	602-995-3757
Peoria	9875 W Peoria Ave (99 th Ave/Peoria)	623-974-1520
Phoenix – N Valley Regional	18453 N 7 th Ave (7 th Ave/Union Hills)	623-849-0700
Avondale	13034 W Rancho Santa Fe (Dysart/I-10)	623-385-4555

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

No later than July 31, 2022, City shall pay Thirty-Six Thousand and Fifty and 00/100 Dollars (\$36,050.00) to Contractor for the period of July 1, 2022 through June 30, 2023. Thereafter, the City shall make payments to Contractor for the following periods in accordance with the following schedule:

CONTRACT PERIOD	AMOUNT	PAYMENT DUE DATE
July 1, 2023 through June 30, 2024	\$37,132.00	July 31, 2023
July 1, 2024 through June 30, 2025	\$38,246.00	July 31, 2024

The City shall make payments to Contractor for any Renewal Term in accordance with the following schedule:

CONTRACT PERIOD	AMOUNT	PAYMENT DUE DATE
July 1, 2025 through June 30, 2026	\$39,393.00	July 31, 2025
July 1, 2026 through June 30, 2027	\$40,575.00	July 31, 2026

Additional fees may apply, as follows:

- Animal sheltering services that exceed forty-five (45) days at the rate of \$50.00 per day, per animal;
- Veterinary care exceeding \$1,500 per week at the "cost of care" shown on Contractor's current Rate Schedule;
- Testimony exceeding twenty (20) hours per month at the rate of \$50.00 per hour;
- Other amounts permitted under this Agreement.

Veterinary care exceeding thirty (30) hours per week or testimony exceeding twenty (20) hours per month will require separate approval notification and approval by City. If City's approval is not given, then Contractor shall not be obligated to provide such services.

At the City's discretion, City may pay additional fees on a quarterly basis. City will notify Contractor in advance if City decides to exercise this option. Otherwise, City will pay Contractor all additional fees within thirty (30) days of receipt of Contractor's Invoice.

Certificate Of Completion

Envelope Id: 9DE52DF2C8FB46AFB8E985C6CB75AE0A

Status: Sent

Subject: Please DocuSign: 4513 Vet and Shelter Agreement.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 14

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

Enveloped Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

6/2/2022 | 01:35 PM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events**Signature****Timestamp**

Dr. Steven Hansen

Dr. Steven Hansen

Sent: 6/2/2022 | 02:19 PM

TMiller@azhumane.org

Viewed: 6/2/2022 | 02:23 PM

President and CEO

Signed: 6/3/2022 | 06:32 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to TMiller@azhumane.org

Using IP Address: 184.176.90.40

Electronic Record and Signature Disclosure:

Accepted: 6/2/2022 | 02:23 PM

ID: 75da9b08-f225-4e31-9845-db2aaf330475

Victoria Roedig

victoria.roedig@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/12/2021 | 04:29 PM

ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9

Ean White

Ean.White@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/5/2022 | 04:54 PM

ID: f5f893af-d11f-41aa-a975-dd481ed0eaa3

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Victoria Roedig victoria.roedig@chandleraz.gov Carahsoft OBO City of Chandler Security Level: Email, Account Authentication (None)		Sent: 6/3/2022 06:32 AM
Electronic Record and Signature Disclosure: Accepted: 5/12/2021 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/2/2022 02:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.