

AMENDMENT NO. 1  
CONTRACT FOR PICKUP AND TRANSPORT OF STRAY DOGS  
AND DOMESTIC ANIMALS INVOLVED IN BITE ACTIVITY  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ALL ANIMALS RESCUE & TRANSPORTATION, LLC  
(Contract No. C21-0156)

This Amendment No. 1 ("Amendment") to the Contract C21-0156 ("Agreement") is made this 16<sup>th</sup> day of April, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and All Animals Rescue & Transportation, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and All Animals Rescue & Transportation, LLC ("Contractor") previously entered into a contract for pickup and transport services, Contract No. C21-0156, dated March 1, 2021 ("Agreement"); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged.
- 3. **Scope of Work. Section 1 of the Agreement (Scope of Services)** is amended to add a new subsection I, pursuant to which Contractor will provide the following services:
  - I. The Contractor will remove and dispose of dead animals for the period beginning on the Effective Date of this Amendment and terminating on March 31, 2022. Contractor will respond to reports of dead animals located on or within public roads and rights-of-way seven (7) days a week, from 9:00 a.m. to 5:30 p.m. Monday through Friday, and Saturday and Sunday from 9:00 a.m. to 4:30 p.m., excluding federal and state holidays. Contractor will not enter privately owned property to retrieve dead animals or provide dead pet removal under the terms of this section. **In addition, contractor agrees**

to respond outside these hours to provide "after-hours service" to Glendale Police Department when a dead animal clearly poses a public safety threat (e.g. an egregious traffic hazard). After-hours service will be available daily, including state and federal holidays. Contractor agrees to respond to citizen and city staff reports within four (4) hours for non-emergency reports and within two (2) hours for emergency reports. Contractor will accept reports and consider them valid if submitted through one of the following platforms, phone or email. Contractor will attempt to locate a dead animal's owner by scanning for microchips and other identification. If an owner is found, the contractor will contact the owner and either return the animal carcass to the owner or dispose of the animal at the owner's request and expense. Contractor shall dispose of animal carcasses in accordance with state and federal laws, this may include but is not limited to, the incineration or landfill burial of animals.

4. **Compensation.** The charges for services provided as stated in paragraph 3 above will be billed at \$30.00 per animal, up to 120 pounds, plus .85 cents per pound above 120 pounds. Farm animals are \$1.10 per pound. There will be no extra charge for after-hours service. The charges to be paid for dead animal removal and disposal services pursuant to this Amendment are in addition to the Compensation provided pursuant to Section 9 of the Agreement. There is no increase to the minimum annual contract price provided in Section 9 of the Agreement; however, the total amount of compensation that may be paid for the services provided at the rates charged shall be increased by \$35,000 (from \$1,489,128 to \$1,524,128) for the entire term of this contract.
5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF GLENDALE, an Arizona  
municipal corporation

---

Kevin R. Phelps, City Manager

ATTEST:

---

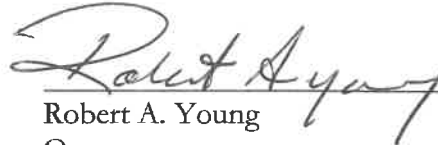
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey, City Attorney

All Animals Rescue & Transportation, LLC  
an Arizona limited liability company



---

Robert A. Young  
Owner