

EXTENSION OF AGREEMENT

This extension of agreement (the or this "Extension") made this _____ day of _____, 2017, between the Humane Society of Yuma, Inc. (HSOY) of 4050 South Avenue 4½ E, Yuma, Arizona 85365, a non-profit corporation organized under the laws of Arizona and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona (the "City"). (HSOY and City may be referred to singularly as the "Party" and collectively as the "Parties")

SECTION ONE. PURPOSE

This Extension renews for the City's current fiscal year the agreement for HSOY services to the City ("Agreement"). Said Agreement is attached as Exhibit A and is incorporated into this Extension by this reference. , any reference to this Extension shall include the Agreement.

SECTION TWO. DURATION

By this Extension the Agreement that was effective July 1, 2016 through June 30, 2017 (Exhibit A) is extended from July 1, 2017 through June 30, 2018.

SECTION THREE. RENEWAL

The Agreement may be renewed annually to coincide with the City's fiscal year upon mutual written consent of the Parties.

SECTION FOUR. OBLIGATIONS OF THE PARTIES

All obligations and provisions of the Agreement remain the same.

SECTION FIVE. MUTALLY HOLD HARMLESS

HSOY and the City shall hold each other harmless if an animal dies due to preexisting injuries or illnesses.

SECTION SIX. PROVISIONS REQUIRED BY ARIZONA LAW

6.1 Conflict of Interest. This Extension is subject to the cancelation provisions of A.R.S. §38-511.

7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Extension shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Extension.

7.3 Headings. The descriptive headings of the paragraphs of this Extension are inserted for convenience only, and shall not control or affect the meaning or construction of the Extension.

7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Extension, and that all necessary actions have been taken to give full force and effect to this Extension. HSOY represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. HSOY and the City warrant to each other that the individuals executing this Extension on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing

7.5 Amendment of the Extension. This Extension may be amended, in whole or in part, only with the mutual written consent of the Parties to this Extension by their successor in interest or assigns.

7.6 Severability. If any other provision of this Extension is declared void or unenforceable, such provision shall be severed from this Extension, which shall otherwise remain in full force and effect.

7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Extension. The Parties agree that venue for any action commenced in connection with this Extension shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, and the Parties waive any right to object to such venue.

7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Extension or to enforce a provision of this Extension, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

7.9 Notice of Assignment. HSOY may assign all or any portion of its rights in this Extension to any one or more persons or entities, on such terms as HSOY may deem appropriate, provided, however, that HSOY may not assign all or any portion of its rights hereunder unless the corresponding obligations of the HSOY are assumed by the assignee of HSOY's rights. Notice of the assignment and assumption of HSOY's obligations shall be reflected in a document that shall be executed by HSOY and provided to the City. HSOY will be released from the obligations assumed by the assignee once the City receives notice under the notice requirements of this Extension.

7.10 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Extension, and no person or entity not a Party shall have any right or cause of action.

7.11 No Agency Created. Nothing in this Extension shall create any partnership, joint venture, or agency relationship between the Parties.

7.12 No Personal Liability. No member, official or employee of the City shall be personally liable to HSOY, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the HSOY or its successor or assign, or (c) under any obligation of the City under this Extension. Notwithstanding anything contained in this Extension to the contrary, the liability of HSOY under this Extension shall be limited solely to the assets of HSOY and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of HSOY; (ii) the shareholders, members or managers or constituent partners of HSOY; or (iii) officers of HSOY.

7.13 Time is of the essence. Time is of the essence in this Extension and HSOY agrees to use the utmost diligence to perform the obligations in this Extension.

7.14 Entire Agreement. This Extension, including its Exhibit (incorporated into this Extension) constitutes the entire agreement between the Parties.

7.15 Counterparts. This Extension may be executed in counterparts, any of which shall be deemed to be an original.

SECTION EIGHT. EFFECT OF AGREEMENT

This Extension shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective Parties.

[Intentionally left blank, signatures continue on next page]

The Parties have executed this Extension in Yuma County, Arizona the day and year set forth above which is the day the last Party approved this Extension.

Both Parties agree this signed Extension meets acceptable terms to extend the Agreement.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Humane Society of Yuma, Inc.

Annette Lagunas, Executive Director

Exhibit A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HUMANE SOCIETY OF YUMA AND CITY OF SAN LUIS

For the kenneling of animals from the City of San Luis

This agreement is entered into on July 1, 2016, between the City of San Luis (COSL) and The Humane Society of Yuma. This agreement outlines the kenneling of animals collected within jurisdiction of COSL, by their Animal Control Officer (ACO), which COSL employs, in the shelter of The Humane Society of Yuma (HSOY). This agreement also outlines the fee schedule for the kenneling of animals from COSL.

1. **IMPOUNDING:** Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9a.m.-5:00 p.m. Should an animal need to be brought into the shelter after business hours, the COSL's ACO will contact our office by dialing 928-782-1621 and request a call from the HSOY officer on call. The HSOY officer and the COSL's ACO may set a time to impound the animal at the convenience of the HSOY officer. From 11 p.m. to 7 a.m. no stray or healthy animals will be impounded into the HSOY shelter.
2. **INJURED ANIMALS:** Should the COSL's ACO pick up an animal after hours that is suffering and the COSL's ACO feels the animal needs to be euthanized, the COSL's ACO will call the HSOY and ask that an HSOY's ACO be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. HSOY also reserves the right to euthanize any animal at any point during the animals hold period should it be in the best interest of the animal.
3. **STRAYS:** Any animals that enters into HSOY for impoundment by the COSL's ACO will be held as a stray or possibly owned animal. An animal will be determined to be "owned" if the animal is wearing a collar, has a microchip or has been tattooed. Should the animal not be wearing a collar, have a microchip or have a tattoo, the animal will be considered "stray". Owned animals will be held for a total of 5 business days. A stray animal will be held for a total of 3 business days. Business days are considered to be Tuesday through Saturday.
4. **CHARGES:** Impound and boarding charges will start the day the animal entered HSOY shelter. If the animal is reclaimed before 12:00 p.m. no boarding charges will incur for that day. Boarding charges will be assessed on days that the HSOY is closed (including holidays) if the animal is impounded on said days. COSL will not be responsible for any boarding or other charges beyond the 3 or 5 business day minimum.

Strays are held for three business days. If the animal is wearing a collar, is microchipped, or tattooed, it will be held for 5 business days.

5. BILLING: All bills will be sent by the 20th of every month, payment will be expected within 30 days of billing:

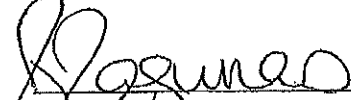
Dog boarding:	\$32.00 per day
Dog impound fee:	\$25.00
Cat Impound:	\$20.00
Kitten < 8 weeks:	\$5.00 per kitten
Kitten .8 weeks, 4 months:	\$10.00 per kitten
DOA Disposal fee:	\$20.00
Immediate Euthanasia fee:	\$40.00
After hours ACO call:	\$40.00

(After hours: 9 p.m. to 7 a.m. for an emergency euthanasia. COSL will be charged an immediate euthanasia fee plus an additional after hours ACO fee (\$80.00). All invoices will be sent by the 20th of each month. All impound and boarding fees collected will be returned to COSL.


6. BITES: All animals that enter into the facility with a bit issue will be quarantined for the required ten days. The initial report will be done by the COSL's ACO and will be closed by the COSL's ACO. The HSOY staff will clear each bite animal and notify the COSL's ACO once the quarantine is completed. Each bite animal admitted to the HSOY will have a "one day" form signed. HSOY will provide the form.

Either party may terminate this agreement with 30 days' notice without cause. The signatures below indicated approval of this agreement.

HUMANE SOCIETY OF YUMA


Annette Lagunas
Executive Director

CITY OF SAN LUIS


Tadeo A. De La Hoya
Interim City Manager

RECEIVED

SEP 06 2016

City of San Luis