

**AGREEMENT  
FOR ANIMAL SHELTER SERVICES**

This agreement (“Agreement”) made this \_\_\_day of August 2024 and is effective as of July 1, 2024, between:

Humane Society of Yuma, Inc. 4050 South Avenue 4½ East Yuma, Arizona 85365,  an Arizona nonprofit corporation ("HSOY") and	City of San Luis City Hall (Physical Address) 1090 East Union Street San Luis, Arizona  P.O. Box 1170 (U.S. Mail Address) San Luis, Arizona 85349  An Arizona municipal corporation ("CITY" or the "City of San Luis").
---	--

HSOY and the CITY may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

**I. TERM OF AGREEMENT AND TERMINATION**

1.01 This Agreement shall be in effect from July 1, 2024, and continue through June 30, 2025.

1.02 Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay HSOY for all services rendered to the date of termination at HSOY's regular rate if the Agreement is terminated before June 30, 2027. HSOY shall reimburse the City for any payment the City has made above HSOY's regular rate.

1.03 This Agreement may be terminated by either Party for a material breach of nonperformance of Agreement requirements upon thirty (30) days' written notice.

1.04 Efforts on the part of either Party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the Agreement upon thirty (30) days' notice.

## **II. DESIGNATION OF THE ANIMAL CONTROL AGENT**

Under this Agreement, the City will collect animals as allowed by law through its Animal Control Officers of the San Luis Police Department (“ACO”).

## **III. HSOY SERVICES**

### **3.01 Impounding and Hours Available.**

Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours for animal control are Monday through Sunday, 9:00 a.m. through 5:00 p.m. If an animal needs to be brought into the shelter after business hours, the ACO will contact HSOY on call to set a time to impound the animal at the convenience of HSOY. From 5:00 p.m. to 7:00 a.m., no stray or healthy animals will be impounded into HSOY Shelter.

### **3.02 Injured Animals.**

If the ACO picks up an animal after hours that is suffering and the ACO believes the animal should be euthanized, the ACO shall call HSOY and ask that HSOY be contacted. HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feel that the animal should not be euthanized. HSOY also reserves the right to euthanize any animal at any point during the animal's hold period if it is in the best interest of the animal.

### **3.03 Impounding of Strays and Owned Animals.**

Any animal that the ACO brings to HSOY for impoundment 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. If the animal is not wearing a collar, does not have a microchip, and has not been tattooed, then it will be considered a stray (“Stray”). Owned animals will be held for a total of five (5) business days. A Stray animal will be held for a total of three (3) business days. Business days are Monday through Sunday.

### **3.04 Clinics.**

HSOY shall provide clinics for the residents of San Luis to vaccinate and sterilize their pets.

## **IV. PUBLIC INFORMATION AND EDUCATION**

HSOY shall respond to individual citizen requests for information concerning animal welfare and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and the media. HSOY shall further provide visual and media aids in the form of brochures,

handouts, information for the Internet, and other appropriate materials. Prior to distribution of any written materials bearing the City logo or the City name, HSOY shall coordinate with the City Manager or the City Manager's designee. The City shall support HSOY's public information and education campaigns to the City's residents regarding vaccination and sterilization of pets.

#### **V. CONSIDERATION**

In consideration for HSOY's performance of the duties listed herein, the City shall pay HSOY the total flat rate sum of \$65,000 paid in monthly installments of \$5,416.66

#### **VI. ACCOUNTABILITY**

HSOY shall provide the City with monthly reports concerning the number of animals sheltered, vaccinated, sterilized, and euthanized. Reports shall be sent by e-mail to the City Manager, the Chief of Police, the Finance Director, and the City Attorney.

#### **VII. NO SUBCONTRACTING OR ASSIGNMENTS**

HSOY shall not assign the benefits of or delegate the obligations arising under this Agreement to any person or entity. Nor shall HSOY subcontract any services under this Agreement except for veterinary services.

#### **VIII. INDEMNITY**

8.01 HSOY agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs and expenses incurred in connection with this Agreement, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this Agreement, except those caused by the sole negligence of the City.

8.02 This indemnity agreement shall include any claim made against the City by an employee of HSOY or subcontractor or agent of HSOY, even if HSOY is otherwise immune from liability pursuant to the applicable workers' compensation statute.

8.03 In the event of litigation between the Parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

## **IX. INSURANCE**

9.01 Additional Insured. The policy shall be endorsed to include the following additional insured language: “The City of San Luis, its elected officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

9.02 Waiver of Subrogation. The policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of HSOY.

9.03 Primary and non-contributory. Each policy, including primary, umbrella, and excess policies, shall state that the insurance provided to the additional Insureds is primary and non-contributory to any other insurance (primary, umbrella, excess, self-insurance, or any other basis) available to the additional insured.

9.04 Minimum Coverage. At HSOY’s own expense, the DEVELOPER must purchase and maintain the above minimum insurance with companies duly licensed to do business in the state of Arizona. All policies and forms must be satisfactory to the CITY. The CITY requires its prior approval to use alternative insurers. HSOY acknowledges that the insurance coverage and policy limits set forth below constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the City. Prior to the beginning and throughout the duration of this Agreement, HSOY will maintain insurance in conformance with the requirements set forth below:

<b>Type</b>	<b>Coverages</b>	<b>Limits</b>
Business Automobile Liability (if applicable)	Combined Single Limit (“CSL”)	\$1,000,000
Workers’ Compensation	Workers’ compensation	Statutory

9.05 Without in any way limiting HSOY’s obligations and liability pursuant to the indemnification described above, HSOY shall maintain, during the term of this Agreement, the above types and amounts of insurance. HSOY will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in the indemnity section of this Agreement, then such coverage shall be amended to do so.

## **X. COMPLIANCE WITH THE LAW**

HSOY agrees it will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations, including, but not limited to, obtaining a San Luis Business License before the first Clinic in the City of San Luis. With proof of IRS § 501(c)(3) tax-exempt status, the business license is free under San Luis City Code §110.03.

## **XI. PROVISIONS REQUIRED BY ARIZONA LAW**

### 11.01 Conflicts of Interest.

This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

### 11.02 Employment Eligibility.

HSOY hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of HSOY to ensure that HSOY complies with this warranty.

### 11.03 No Forced labor of the ethnic Uyghurs

Under A.R.S. § 35-394, the Consultant certifies by signing this Agreement, to the extent permitted by law, that it does not currently, and agrees for the duration of the Agreement that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

HSOY certifies that if HSOY becomes aware during the term of the Agreement that HSOY is not in compliance with the written certification, HSOY shall notify the City within five (5) business days after becoming aware of the noncompliance. If HSOY does not provide the City with a written certification that HSOY has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

## **XII. MISCELLANEOUS PROVISIONS**

### 12.01 Notices.

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the respective Parties as follows:

If to the City

City Manager City of San Luis  
P.O. Box 1170 (by United States Postal Service)  
1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349

Copy to  
San Luis City Attorney  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

If to HSOY  
Executive Director  
Humane Society of Yuma  
4050 Avenue 4½ East  
Yuma, Arizona 85365

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

12.02 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 Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

12.03 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

12.04 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

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

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

12.07 Reformation. Should any term, provision, covenant, or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to its original intent.

12.08 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

12.09 Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court that does not otherwise have jurisdiction to adjudicate the legal action.

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

12.11 No Agency Created. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture, or other similar arrangement between the Parties.

12.12 No Personal Liability. No officer, elected official, employee, or agent 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 HSOY or its successor or assign, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of HSOY under this Agreement 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.

12.13 Survival. All representations and warranties of HSOY, HSOY's indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this Agreement.

12.14 Time is of the essence. Time is of the essence in this Agreement.

12.15 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

12.16 Force Majeure. If HSOY or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, material changes in applicable business laws or regulations, or public health emergencies.

12.17 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

12.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

### **XIII. RATIFICATION**

Acts taken pursuant to this Agreement but prior to its execution are hereby ratified and confirmed.

**EXECUTED** in Yuma County, Arizona, on the date in the first paragraph of this Agreement, which is the date the last Party signed.

**City of San Luis, Arizona**

\_\_\_\_\_  
Nieves Riedel  
Mayor

\_\_\_\_\_  
Date

**Attest:**

**Approve As to Form:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil

\_\_\_\_\_  
Date

**Humane Society of Yuma, Inc.**

\_\_\_\_\_  
Annette Lagunas  
Executive Director

\_\_\_\_\_  
Date