

**CITY OF YUMA AND HUMANE SOCIETY OF YUMA  
ANIMAL SERVICES CONTRACT**

THIS Animal Services Contract ("Contract") is made by and between the City of Yuma, an Arizona municipal corporation, ("City"), and the Humane Society of Yuma, Inc. an Arizona nonprofit corporation, ("HSOY") on this \_\_\_\_\_ day \_\_\_\_\_, 2025 ("Effective Date"). The City and HSOY are sometimes referred to individually as the "Party" and collectively as the "Parties".

WHEREAS, the City is committed to protecting public health and safety, promoting responsible pet ownership, and ensuring the humane care of dogs and sick cats through effective and compassionate animal services; and,

WHEREAS, the City has adopted ordinances regulating dogs and sick cats and animal control, as set forth in the Yuma City Code, Title 13, Chapter 130, and is also subject to applicable Arizona Revised Statutes, Titles 11 and 13; and,

WHEREAS, the City has partnered with the Humane Society of Yuma (formerly Yuma County Humane Society) since July 1985 to support enforcement and regulatory services related to stray dogs and sick cats, quarantine, impounding, humane disposition, and other public animal services; and,

WHEREAS, the City has maintained a long-standing partnership with HSOY to provide high-quality animal sheltering, care, and support for enforcement and licensing services; and,

WHEREAS, HSOY operates a licensed animal shelter with the staff, facilities, and expertise necessary to provide sheltering, medical care, adoption, and humane disposition services, as well as support for enforcement and community education; and,

WHEREAS, HSOY administers complementary initiatives, including low-cost vaccination clinics, community microchipping events, and a Trap-Neuter-Return (TNR) program, which align with the City's goals to reduce stray animal populations and improve long-term animal welfare outcomes; and,

WHEREAS, the City supports the continuation of these efforts and recognizes the importance of maintaining affordable and accessible services that benefit the community and promote responsible pet ownership.

NOW, THEREFORE, the Parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

## ARTICLE I: SHELTERING SERVICES

### A. HSOY SHALL:

1. Provide animal shelter services ("Services") to the City 24 hours per day, 365 days per year. Services include, but are not limited to impounding, sheltering, and boarding stray dogs; providing care for injured or sick dogs and cats; humane euthanasia; and the disposal of dogs and sick cats that perish due to injury or illness while under the care of HSOY.
2. Ensure that there are always kennels (permanent and/or temporary) available for the City of Yuma Police Department Animal Control Unit ("Animal Control") to drop off captured dogs.
3. Provide emergency, on-call staff to attend to injured or sick dogs and cats at all times that HSOY is not open to the public. HSOY staff shall be available at the HSOY facility within one (1) hour of a call from a representative of Animal Control. HSOY shall designate a contact person and provide the City with an after-hours telephone number.
4. Furnish all necessary equipment, supplies, tools, and personnel to provide all the Services required by this Contract.
5. Provide a sufficient number of trained animal technician staff to carry out all the Services required under this Contract.
6. Accept all dogs captured within the City of Yuma limits, whether by Animal Control or by a member of the public.
7. Accept only sick or injured cats. Healthy cats regardless of age will not be accepted during or after hours. Microchipped cats may be accepted, but only during regular business hours. All cats admitted to the shelter will be sterilized and returned to their original location once deemed healthy.
8. Administer core vaccinations (including rabies, parvovirus, and distemper) to unvaccinated dogs and sick cats upon intake or prior to adoption, as appropriate and consistent with shelter veterinary protocols.
9. Provide or coordinate spay/neuter services for adoptable dogs and sick cats in accordance with shelter policy and best practices for population control, unless medically exempted.
10. Provide quality customer service to City residents by:
  - i. Handling all customers in a professional and timely manner.
  - ii. Retrieving data to assist in reuniting lost pets with their owners and answering questions about the licensing process.
  - iii. Answering telephone inquiries during the hours HSOY is open to the public.

**B. CITY SHALL:**

1. Scan all dogs and sick cats for microchips—including cats—prior to transporting them to the shelter, when possible. Animal Control Officers (“ACOs”) shall perform this scan during field contact.
2. Leave healthy cats in place, unless they are sick, injured, or pose a threat to public safety, in accordance with shelter policy and best practices.
3. Make reasonable efforts to identify ownership of dogs and sick cats prior to transport. ACOs will check for identification tags, microchips, or other indicators. If the animal appears to have an owner, ACOs shall attempt to reunite the animal with its owner before taking it to the shelter, unless immediate action is necessary due to public safety or law enforcement circumstances.
4. Notify HSOY when ACOs encounter pet owners who are unable to care for their dogs and cats due to hardship or other extenuating circumstances, so that HSOY may explore potential support or intervention.

**C. EMERGENCY RESPONSE**

In the event of an emergency or natural disaster, HSOY shall coordinate with the City to provide sheltering services and facility support as part of the City's emergency response efforts. HSOY may temporarily limit or suspend services under this Agreement if staffing, space, or resource constraints prevent continued operation. In such cases, HSOY shall notify the City as soon as reasonably practicable.

HSOY shall be entitled to reasonable compensation for emergency-related services and use of facilities, provided that the amount and terms of payment are mutually agreed upon by both parties following the conclusion of the emergency, or at such other time as mutually determined.

For the purposes of this Agreement, “emergency or natural disaster” means any event or circumstance officially declared by the City of Yuma or another authorized governmental agency, including but not limited to wildfires, floods, extreme weather, utility failures, pandemics, or other large-scale incidents that threaten public health, safety, or animal welfare and require coordinated response efforts.

**ARTICLE II: ANIMAL BITES & SICK DOGS & CATS**

**A. HSOY SHALL:**

1. Quarantine all dogs and cats brought to HSOY as a result of a bite incident (“Quarantine Animals”) in accordance with applicable City ordinances, State law, and the current version of the *Arizona Manual for Rabies Control and Bite Management*, as published by the Arizona Department of Health Services. In case of conflict, City and State law shall prevail.
2. Immediately notify a supervisor in Animal Control if a Quarantine Animal becomes sick or exhibits symptoms consistent with rabies.

3. Document any observed abnormal behaviors or medical concerns in the animal's record and update City staff as needed.
4. Provide timely access to quarantine records, medical notes, and the animal for observation by City personnel upon request or at the conclusion of the quarantine period.
5. Notify Animal Control in advance of releasing a Quarantine Animal to an owner when:
  - a. The animal was held due to public health or safety concerns (e.g., unclaimed or aggressive dogs and cats), or
  - b. The animal was held for welfare reasons, including suspected abuse, neglect, or mistreatment.
6. Not release any animal back to a former owner if that owner voluntarily relinquished the animal as part of a criminal investigation or prosecution.
7. When an injured or sick animal with a known owner is delivered by the City, HSOY shall make reasonable efforts to stabilize the animal and contact the owner to discuss treatment options. If immediate care is required and the owner is unavailable or unresponsive, HSOY may, at its discretion, obtain treatment from a licensed local veterinarian if one is available.

In situations where a veterinarian is not on site, trained HSOY medical staff may provide stabilizing care under the direction of a manager. If humane euthanasia is necessary to prevent unnecessary suffering, HSOY staff may proceed without prior owner consent or veterinary consultation if one is not available. The City shall not be responsible for any medical or euthanasia costs unless expressly authorized in advance. It is understood that the CITY will make every effort to contact the owner prior to bringing sick or injured animal to HSOY.

**B. CITY SHALL:**

1. Ensure that each animal delivered to HSOY for quarantine is placed in a designated quarantine kennel, clearly marked as a "Quarantine Animal."
2. Obtain the owner's signature on the "one day" form provided by HSOY and confirm the owner is informed of quarantine laws and procedures.
3. Coordinate with the State Veterinarian or Department of Health Services to determine testing and disposition of any animal suspected of rabies, including the collection of specimens when authorized.
4. Serve as the primary point of contact for all communication with the owners of Quarantine Animals.
5. Consult with HSOY staff and authorize, in writing, the release of any quarantined animal to its owner. Authorization shall be documented on the animal's cage card or via an equivalent method approved by both parties.

6. In accordance with A.R.S. § 11-1014, evaluate whether a biting animal may be quarantined at the owner's residence or another approved location, as appropriate.
7. Provide photographs of any bite-related injuries for dogs and cats transferred to or held at HSOY, to support evaluation of public safety risk and disposition. Photos shall be submitted to a designated HSOY contact, as identified and updated by HSOY.
8. **Animal Cruelty:** When an animal is impounded by the City due to suspected or confirmed animal cruelty, the City shall provide HSOY with a copy of the Notice of Seizure at the time of intake. This documentation will allow for the proper disposition of the animal in cases where the owner is facing criminal citations pursuant to A.R.S. § 13-2910 and A.R.S. § 13-4281.

### **ARTICLE III: MICROCHIPPING SERVICES**

#### **A. HSOY SHALL:**

1. Ensure that all dogs and cats adopted through HSOY are microchipped prior to adoption, with the microchip registered to the new owner at the time of placement.
2. Offer microchipping services for dogs and cats owned by City of Yuma residents, both at the shelter and during designated public events.
3. Collaborate with the City to host or support a minimum of two (2) community microchipping clinics per year, with dates and locations coordinated in advance.
4. Register microchip information promptly and accurately in a national database or tracking system to support timely reunification of pets and owners.
5. Provide City Animal Control with secure access to microchip data at no cost, including through shared databases or vendor platforms, as applicable.
6. Promote microchipping as a best practice for pet identification and public safety through educational outreach, including during adoptions, events, and vaccination clinics.

#### **B. CITY SHALL:**

1. Coordinate with HSOY to schedule and promote microchipping events throughout the year, including the use of City communication channels for public outreach.
2. Assist in cross-promoting HSOY's microchipping services through City-managed platforms such as social media, website, event calendars, and other outreach efforts, to encourage community participation and increase pet reunification rates.
3. Work with HSOY to expand convenient microchip scanning access within City limits, including but not limited to Animal Control Officers, participating fire stations, and future designated public locations, with the goal of making pet reunification more convenient and accessible to the public.

4. Maintain and support data-sharing protocols that allow Animal Control and authorized personnel to access microchip information in the field to assist with reunification efforts.

#### **ARTICLE IV: COMMUNITY CAT PROGRAM**

##### **A. HSOY SHALL**

1. Designate one staff member as the Community Cat Program Coordinator, available to City personnel for coordination and updates.
2. Provide Trap-Neuter-Return (TNR) services to City of Yuma residents, including sterilization, rabies vaccination, and ear-tipping of all TNR'd cats.
3. Maintain basic data related to the Community Cat Program, including the number of cats sterilized, general intake areas, and repeat colony locations. This information shall be shared with the City on a quarterly basis to support evaluation and strategic planning.
4. Promote public education around community cats, responsible feeding practices, and the benefits of TNR to reduce complaints and improve neighborhood coexistence.
5. Refrain from impounding healthy, free-roaming cats unless they are visibly sick, injured, or otherwise in need of care, in accordance with national best practices and City direction.

##### **B. CITY OF YUMA SHALL:**

1. Actively participate and help educate the community on the community cat program.
2. Assist HSOY staff in identifying and coordinating TNR in areas of the community overrun with unsterilized community cats.
3. Continue to apply for grants that will assist HSOY in subsidizing the surgeries of community cats.
4. Allow community members to use traps, which are owned by the City of Yuma, to trap cats for TNR services.
5. Collaborate with HSOY in identifying and pursuing grant opportunities to support the community cat program. The City will assist with preparing and submitting grant applications but will not provide funding beyond the annual service contract.

## **ARTICLE V: DATA COLLECTION & REPORTING**

### **A. Monthly Animal Services Report**

HSOY shall submit a monthly report to the City no later than fifteen (15) business days after the end of each calendar month. The report shall include data for dogs and sick cats received at the shelter from City Animal Control or dropped off directly by City of Yuma residents. Data regarding animals impounded by City Animal Control and transferred to HSOY may be supplemented by the City to support accurate source tracking.

The report shall include the following:

1. Total number of dogs and sick cats received, itemized by species (e.g., dogs, cats, other), and by source (Animal Control or City resident).
2. Number of at-large dogs and sick cats impounded within City limits.
3. Number of sick or injured cats received.
4. Health disposition at intake, including whether animals were healthy, injured, ill, or in critical condition, itemized by species and intake source.
5. Number of dogs and sick cats received for rabies quarantine.
6. Outcomes for dogs and sick cats received, itemized by species and outcome type (e.g., adopted, transferred to rescue, returned to owner).
7. Number of dogs and sick cats euthanized, itemized by species and intake source.
8. Impound and boarding fees collected from City residents reclaiming dogs and sick cats, itemized by animal.
9. Length of stay for each animal, including quarantine cases, cruelty cases, and dogs and sick cats that were returned or adopted.

### **B. Compliance**

Failure to submit complete and timely reports as required under this Article may be considered a material breach of this Contract.

### **C. Database Access**

HSOY shall provide the City with ongoing, real-time access to its animal management software system (currently ShelterLuv), or any successor platform used for animal intake, outcome tracking, and medical records. HSOY agrees to notify the City in advance of any changes to the software system and ensure that City-designated personnel maintain appropriate user-level access for data monitoring and reporting purposes.

### **D. Annual Reporting & Presentation**

HSOY shall prepare and submit to the City a written annual report within thirty (30) days of the end of each fiscal year. The report shall summarize key program outcomes, performance trends, outreach efforts, and use of City funding. In addition, HSOY is encouraged to include updates on related activities such as microchipping, TNR, or other supplemental programs that contribute to the broader goals of animal welfare and public engagement.

Upon submission of the report, City shall coordinate with the HSOY to present this information to the Yuma City Council at a regularly scheduled meeting, ensuring transparency and providing an opportunity to review accomplishments and future needs.

**E. Data Accuracy and Collaborative Reporting**

The City and HSOY acknowledge the importance of accurate data collection in tracking animal intakes and outcomes. Both Parties agree to make good faith efforts to ensure that animals brought to the shelter by City Animal Control officers are properly documented and reported by the City, and that animals dropped off by City of Yuma residents are accurately identified and recorded by HSOY.

The City will provide HSOY with a monthly summary of animals impounded by Animal Control, while HSOY will continue to report animals received directly from City residents. When intake source information is incomplete or unclear, the City and HSOY will work together to reconcile data and ensure appropriate classification for tracking and reporting purposes.

Both Parties recognize the importance of collecting accurate address information when animals are dropped off at the shelter. HSOY will make reasonable efforts to verify residency at the time of intake, as residents from surrounding jurisdictions may occasionally list a City of Yuma address in error or for convenience. When questions arise, the Parties will collaborate to confirm jurisdiction and ensure accurate attribution.

The Parties will maintain clear communication and shared accountability in support of transparent and reliable reporting.

**F. Annual Government Partner Coordination Meeting**

To strengthen collaboration and ensure alignment across agencies, HSOY shall host a joint annual meeting with its government and contracted funding partners — including, but not limited to, the City of Yuma. This meeting is intended to serve as a proactive forum for sharing key operational updates, discussing challenges and emerging trends, and providing early insight into anticipated budget or resource needs.

The annual partner meeting is a vital opportunity to promote transparency, build consensus, and ensure that all municipal partners are informed and engaged in shaping the future of animal services. It also supports the alignment of budget cycles and policy decisions across jurisdictions.

**ARTICLE VI: COMPENSATION AND METHOD OF PAYMENT**

**A. Base Compensation and Payment Schedule**

The City agrees to compensate HSOY for the services described in this Agreement in the amount of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) for the first year of the Agreement and Five Hundred Thousand Dollars (\$500,000.00) for the second year.



Compensation shall be paid in four (4) equal quarterly installments as follows:

- Year One: \$106,250.00 per quarter
- Year Two: \$125,000.00 per quarter

The first quarterly disbursement for Fiscal Year 2026 will be issued on or after October 1, 2025, and will be adjusted to account for any payments made to HSOY prior to Council approval of this Agreement, including disbursements for services provided in July, August, and/or September 2025. The total payments made to HSOY in FY 2026 shall not exceed \$425,000.00.

Subsequent quarterly payments shall be issued by the end of the first month of each calendar quarter (January, April, July, and October), contingent upon the City's receipt and acceptance of the required monthly reports as described in Article V. These monthly reports will serve as the basis for verifying services rendered during the reporting period and must be submitted and accepted prior to each quarterly disbursement.

**B. Additional Animal Control Resources**

In the event the City of Yuma adds an additional full-time animal control officer position during the term of this Agreement, the Parties agree to engage in good faith discussions regarding potential impacts to service levels and whether an adjustment to the base compensation for that fiscal year is warranted. Any such adjustment shall require mutual written agreement.

**ARTICLE VII: TERM OF CONTRACT**

- A. This Contract shall commence on the Effective Date and shall remain in effect through June 30, 2027 ("Initial Term"), unless earlier terminated as provided in Article VIII.
- B. Upon mutual written agreement of the Parties, this Contract may be renewed for up to two (2) additional one-year terms, under the same terms and conditions, unless the Contract is otherwise amended in writing. Any such renewal is not automatic, and a request for renewal shall be made in writing no later than sixty (60) days prior to the expiration of the then-current term.
- C. In the event the Parties do not renew this Contract, or are unable to agree upon proposed changes, the City reserves the right to extend this Contract for a period not to exceed six (6) months beyond its expiration, for the purpose of ensuring service continuity and completion of previously initiated services. Such extension shall be at the Year 3 compensation rate unless otherwise agreed in writing.
- D. Nothing in this Contract shall preclude the City from entering into separate agreements with HSOY for additional services not outlined in this Contract.
- E. Reevaluation and Renewal Planning**
- The Parties agree to initiate a joint reevaluation of services no later than October 1, 2026, to review the number of animals attributed to the City of Yuma and the associated cost

of care per animal. This process will inform any proposed amendments or potential renewal of this Agreement beyond the Initial Term and support alignment with the City's Fiscal Year 2028 budget planning process.

If the Parties wish to renew or amend the Agreement, they agree to begin good faith negotiations at that time to allow for timely internal review and Council consideration.

## **ARTICLE VIII: FEES CHARGED TO RESIDENTS**

### **A. Boarding and Impound Fees**

HSOY may assess boarding and impound fees to City residents reclaiming dogs and sick cats from the shelter. These fees help offset the cost of care and promote responsible pet ownership. Impound fees are structured to increase with repeated impounds, serving as a deterrent for habitual violations.

1. **Boarding Fees:** HSOY shall maintain its current boarding fee schedule at the shelter and make it available to residents upon request, including by phone. HSOY retains discretion to set and modify boarding rates as needed.
2. **Impound Fees:** HSOY may establish impound fees at its discretion. These fees should increase progressively for dogs and sick cats impounded multiple times, with the intent of discouraging repeated offenses and promoting owner accountability.
3. **Fee Adjustments:** HSOY may, at its discretion, reduce or waive boarding or impound fees in cases where the cost may present a barrier to reunification and where doing so is in the best interest of the animal. Such decisions should prioritize animal welfare while maintaining overall program integrity.

### **B. Fee Retention**

HSOY may retain all boarding and impound fees collected from pet owners, including fees associated with dogs and sick cats delivered by Animal Control or held for quarantine, cruelty, or neglect investigations, to offset shelter operational costs.

### **C. Restitution Recovery**

HSOY acknowledges it may seek restitution through the courts for all HSOY costs related to the medical treatment, impoundment, boarding, and other care of a dog or cat, pursuant to Arizona Revised Statutes § 13-804 and *State v. Leal*, 248 Ariz. 1 (Ct. App. 2019), when a person is formally charged with a criminal act that caused the dog or cat to be injured or sick or removed from their care, and agrees to make reasonable attempts to do so. Where HSOY seeks and is awarded restitution, HSOY shall retain the restitution received to offset the actual costs incurred.

## **ARTICLE IX: TERMINATION**

Adherence to this Contract allows each agency to provide the best service possible to the residents of the City of Yuma,

- A. Should an issue, dispute or alleged breach under the terms of this Contract arise, the Parties agree to make reasonable efforts to resolve the dispute prior to terminating the Contract or seeking legal action.

- B. This Contract may only be terminated by the following:
1. By mutual written consent of both Parties.
  2. For breach or default by either Party of any of its obligations set forth in this Contract. The non-defaulting Party shall notify the defaulting Party of the specific grounds for termination and provide a reasonable time for remedial action. In no event shall such time to remedy exceed thirty (30) days.
  3. The City no longer needs HSOY to provide the services set forth in this Contract and provides HSOY with not less than six (6) months written notice of intent to terminate this Contract on the basis that the services provided are no longer needed.
- C. Data and information collected by HSOY in the performance of this Contract are and shall remain the property of the City. HSOY shall, however, be able to use the statistical data and information collected from the performance of this Contract in its standard course of operation as it deems necessary. HSOY shall not make public, disseminate or share personal data collected by HSOY in performance of this Contract. At the termination of this Contract, HSOY shall cease any and all uses of personal data collected by HSOY in the performance of this Contract and return to the City any and all data, information and materials supplied by the City in a format acceptable to City within thirty (30) days of the effective date of the termination.

#### **ARTICLE X: INDEMNIFICATION**

- A. To the fullest extent permitted by law, HSOY shall indemnify, defend, and hold harmless the City, its agents, employees, officers, volunteers, and officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, (collectively "Claims") to the extent that such Claims result from and/or arise out of the HSOY's intentional, reckless, or negligent acts, mistakes, errors, or omissions in performance of this Contract. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of the HSOY employees, agents, officers, and sub-contractors employed directly or indirectly by the HSOY.
- B. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless HSOY, its agents, employees, officers, and directors ("Indemnified Party") from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses (collectively "Claims"), to the extent that such Claims result from and/or arise out of the City's intentional, reckless, or negligent acts, errors, or omissions in the performance of its obligations under this Contract. This includes any intentional, reckless, or negligent acts, errors, or omissions of the City's employees, agents, officers, or subcontractors acting within the scope of their duties for the City.

- C. The amount and types of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **ARTICLE XI: INSURANCE REQUIREMENTS**

Before the commencement of any services, the HSOY shall provide the City with certificates of insurance and formal endorsements identifying this Contract by number or name. All required insurance policies, except Workers' Compensation and Professional Liability, must include an endorsement naming the City, and its employees, as Additional Insured. All policies shall also contain an endorsed waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of HSOY. Policies must include endorsements providing that such insurance as is afforded under HSOY's policy is primary insurance with respect to the additional insured and any insurance maintained by the City is excess and noncontributory with the insurance required this Contract. All insurance policies are subject to approval by the City. HSOY shall give the City thirty (30) days written notice before canceling, terminating or altering any policy. HSOY's failure to furnish evidence of insurance as set forth in this Contract may be considered a breach.

**The Certificate Holder must be named as follows: City of Yuma, Yuma, Arizona**

**All certificates are to be sent to:**

City of Yuma, Purchasing Division  
One City Plaza,  
Yuma, AZ 85364-1436 or [purchasingweb@yumaaz.gov](mailto:purchasingweb@yumaaz.gov)

- A. HSOY shall carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. HSOY shall require sub-contractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as required of HSOY. HSOY must waive subrogation against the City and require its insurer to waive subrogation against the City.
- B. HSOY shall carry Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles HSOY uses, whether owned or leased, in the performance of the work or services under this Contract.

- C. HSOY shall carry Commercial General Liability insurance with an unimpaired limit of not less than \$1 million for each occurrence with a \$2 million General Aggregate Limit. The policy must be primary. Coverage must be on a per occurrence, per location basis. HSOY must provide annual Certificates of Insurance of continued coverage and endorsements. No endorsement limiting or excluding a required coverage is permitted. The insurance policy must not exclude:
  - 1. bodily injury
  - 2. property damage
- D. HSOY shall carry Professional Liability coverage for errors and omissions arising out of the work or services performed by HSOY, its agents and employees, with an unimpaired limit of \$500,000.00 each claim and \$1 million all claims.
- E. The City acknowledges the current challenges HSOY is facing in securing Umbrella/Excess Liability coverage due to pending litigation. As such, the City agrees to waive the umbrella insurance requirement for a period of one (1) year from the Effective Date of this Agreement.

Following this waiver period, HSOY shall make good faith efforts to obtain Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$2 million per occurrence combined limit for bodily injury and property damage, applicable in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability coverage required under this Agreement. The Parties agree to revisit this requirement at the one-year mark to assess feasibility and determine whether the requirement should be reinstated or further modified.

- F. HSOY shall require its subcontractors to provide the above insurance with at least as much coverage as required of HSOY. All policies must include the City as an Additional Insured, and any insurance carried by the City, or its officers and employees must be excess and non-contributory to that of the subcontractor.

## **ARTICLE XII: GENERAL CONDITIONS**

- A. *Nondiscrimination.* HSOY shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 2023-01, amending Executive Orders 2003-22 and 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. HSOY shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act. In addition, HSOY shall include similar requirements of subcontractors in any contracts entered into for performance of HSOY'S obligations under this Contract.

- B. *Compliance with Law.* The Parties shall comply with all federal, state, and local laws and ordinances, including Title 13, Chapter 130, as amended, of the Yuma City Code, applicable to performance of this Contract. In addition, HSOY shall include similar requirements of subcontractors in any contracts entered into for performance of HSOY'S obligations under this Contract.
- C. *Assignment.* This Contract is not assignable unless both Parties mutually consent in writing. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto.
- D. *Jurisdiction / Attorneys' Fees.* Any action that relates to or arises out of this Contract shall be brought exclusively in the Superior Court, Yuma County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of such Court. The Parties also expressly waive their right to remove any such action to federal court. If an action or proceeding is brought for failure to observe any of the provisions of this Contract, the prevailing Party is entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including but not limited to expert witness fees, court costs, reasonable attorney fees and, without limitation, all copying, duplication, scanning, imaging, and/or related expenses related to document management, reproduction, and/or recovery, witness fees, court costs, and reasonable attorney fees.
- E. *Laws Governing.* Contract shall be governed by the laws of the State of Arizona.
- F. *Non-Waiver.* The failure of either Party to insist upon strict performance of any of the provisions of this Contract, or to exercise any of the rights or remedies provided by this Contract, or any delay in the exercise of any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Contract, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Contract.
- G. *Severability.* If any part, term or provision of this Contract is held by the courts to be invalid, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- H. *Integration.* This Contract (including the exhibits, any written schedules, supplements or amendments thereto) contains the entire Contract between the Parties. No oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Contract, or specifically referred to in this written Contract shall be valid or binding. This Contract may not be enlarged, modified, or altered unless mutually agreed upon in writing and signed by both Parties.

- I. *No Partnership*. Nothing in the Contract is intended or shall be construed to constitute a partnership or joint venture between the Parties and neither Party shall be deemed the principal, agent, officer, or member of the other.
- J. *Time of the Essence*. Time is of the essence in this Contract. Unless otherwise specifically provided in this Contract any consent to delay in the performance of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- K. *Conflict of Interest*. This Contract shall be subject to the Conflict-of-Interest provisions of A.R.S. § 38- 511, as amended.
- L. *Environmental Conditions*. HSOY shall take all steps necessary to ensure HSOY'S compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the City harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.
- M. *Force Majeure*. Neither Party will be liable for failure to perform its obligations under this Contract if such failure is caused by catastrophe, act of war, civil disturbance, act of God or similar contingency beyond its reasonable control. The Parties shall take all such measures as may be necessary to resume service as quickly as possible.
- N. *Employee Worker Eligibility*. By entering this Contract, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations when operating in the State of Arizona. Either Party may request verification of compliance from any employee, contractor or subcontractor performing work under this Contract. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Contract. HSOY will contractually obligate all subcontractors performing work under this Contract to meet the requirements of this Section.
- O. *Workers' Compensation*. For purposes of workers' compensation, an employee of a Party to this Contract, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party, is deemed to be an employee of both the Party who is his/her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he/she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required.

- P. *Availability of Funds.* Pursuant to A.R.S. § 41-2546, the City is a government entity, and Contract validity is based upon the availability of public funding under its authority. In the event public funds are unavailable and not appropriated for the performance of the City's obligations under this Contract, then this Contract shall automatically expire without penalty to the City, after written notice to HSOY of the unavailability and non-appropriations of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of the Contract, but only as an emergency fiscal measure.
- Q. *No Boycott of Israel; Forced Labor of Ethnic Uyghurs.* To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35-393.03, each party certifies it is not currently engaged in and agrees that it will not engage in for the duration of this Contract, a "boycott" of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393. To the extent applicable under Ariz. Rev. Stat. § 35- 394, the parties warrant and certify that they do not currently, and agree that they will not, for the duration of this Contract, use the forced labor, any goods or services produced by the forced labor, or 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.
- R. *Counterparts.* This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- S. *Automatic Incorporation.* All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.
- T. *Authority of Parties.* The persons executing this Contract on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied to legally bind the entity to the terms of this Contract.
- U. *Notices.* Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if:
1. personally delivered to the representatives listed below at the addresses set forth below.
  2. within ten (10) days of being deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the representatives listed below; or
  3. within five (5) days of being prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the representatives listed below.



To City:  
City of Yuma  
Attn: City Administrator  
One City Plaza  
Yuma, Arizona 85364-1436

To HSOY:  
Humane Society of Yuma, Inc.  
Attn: Executive Director  
4050 S. Avenue 4 1/2E  
Yuma, Arizona 85365

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

**CITY OF YUMA**

**HUMANE SOCIETY OF YUMA, INC.**

By: \_\_\_\_\_  
John D. Simonton  
City Administrator

By: \_\_\_\_\_  
Annette Lagunas  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard W. Files, City Attorney