

**AMENDMENT NO. 3 TO
ANIMAL CARE AND SHELTER SERVICES CONTRACT WITH
WESTERN ARIZONA HUMANE SOCIETY
CONTRACT NO. WAHS15**

This Amendment No. 3 ("Amendment") to the Animal Care and Shelter Services Contract No. WASH15 ("Contract") is effective on July 1, 2017, upon execution by and between Lake Havasu City, Arizona ("City") and Western Arizona Humane Society ("Contractor"). The parties agree as follows:

1. In accordance with Exhibit 1, Statement of Work, Section 1, Term, the Contract may be renewed for 4 additional 1-year renewal periods if authorized by written contract amendment. The parties agree to renew the Contract for an additional 1-year term ending on June 30, 2018. This Amendment is the third renewal.

2. Exhibit 1, Statement of Work, Section 2, Scope of Work, Subsection 2.5, is amended to remove the requirement to immediately turn over fees collected as follows:

2.5

All Contractor fees charged for services rendered under this Contract shall be retained by the Contractor. Any City fees, including but not limited to, impound, boarding, and licensing fees collected shall be turned over to the City on or about the third (3rd) Friday of the following month in which the fees were collected.

3. Exhibit 1, Statement of Work, Section 3, Contractor Responsibilities, Subsection 3.1(P)(1-3), is amended to remove reporting of call log activity and add reporting of licensing activity as follows:

3.1

P) To maintain accurate and verifiable records of all activities, business transactions, monies received and paid out in the performance of this Contract; including, but are not limited to:

1. Lost/Found Log to be used for recording all animals found and turned in to Contractor by the public or the City;
2. Animal Log to be used for recording all animals surrendered for adoption, humane euthanasia, and stray animals impounded by general public and City; and
3. Licensing Log to be used for recording all animal licenses issued by Contractor.

4. Exhibit 1, Statement of Work, Section 3, Contractor Responsibilities, Subsection 3.1(Q)(1-9), is amended to request reporting on relevant activities as follows:

3.1

Q) To provide a quarterly operations report in a manner acceptable to the City outlining all activities that occur during that month. The reports must sort the activities outlined below by those animals brought in by City and those brought in by the General Public. The reports should include, but not be limited to the number of:

1. Animals boarded and impounded;
2. Animals relinquished / dropped off;
3. Animals adopted;

3. Animals adopted;
 4. Animals returned to owner;
 5. Animals medication and veterinary fees;
 6. Animals euthanized;
 7. Animals spayed / neutered; and
 8. Animals deceased.
5. Exhibit 1, Statement of Work, Section 4, Payment, Subsection 4.3, is amended to add additional language as follows:

4.3

City has the right to withhold from payments due to Contractor any sums as are necessary in City's sole opinion to protect City from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of this Contract. City may, at its sole discretion, withhold payments if Contractor fails to fulfill its responsibilities under this Contract.

6. All other terms and conditions of the Contract and Amendments Nos. 1 and 2 to the Contract not amended or restated by this Amendment No. 3 shall remain in full force and effect and shall be considered reaffirmed by the execution of this Amendment No.3.

(Signatures on following page.)

