

CITY OF PHOENIX

Professional Services Agreement

Agreement No. 156781--0

**Phoenix Police Department
Fiscal Management Bureau
620 West Washington Street
Phoenix, Arizona 85003**

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE ARIZONA HUMANE SOCIETY**

This **AGREEMENT** is made and entered into this 1st day of July, 2022, to be effective as of July 1, 2022 (the "**Effective Date**"), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as "**City**") and the Arizona Humane Society, a non-profit charitable organization incorporated under the laws of the State of Arizona (hereinafter referred to as "**AHS**").

RECITALS

1. WHEREAS, the City lacks a suitable facility for sheltering animals and does not employ trained personnel who can provide appropriate veterinary care and other necessary services to animals held in protective custody in the course of the City's police operations; and

2. WHEREAS, AHS has the facilities and staff, including veterinarians licensed by the Arizona State Veterinary Medical Examining Board and specially trained emergency services personnel, who can provide the appropriate care and other necessary services to animals held in protective custody in the course of the City's police operations; and

3. WHEREAS, the City desires that AHS provide the services described in this Agreement, and AHS represents that it has that degree of specialized expertise contemplated by this Agreement, holding all necessary licenses to practice and perform the services herein; and

4. WHEREAS, the City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services; and

5. WHEREAS, the City procured these professional services in accordance with Administrative Regulation 3.10; and

6. WHEREAS, this Agreement is authorized by Formal Action of the City Council dated 6-15-22.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2022, and the term shall be for five (5) years.

B. This Agreement shall terminate upon the earliest occurrence of any of the following:

- 1) reaching the end of the term;
- 2) termination pursuant to the provisions of this Agreement.

2. PAYMENT

A. Within thirty (30) days after execution of this Agreement by City and AHS, City shall pay Eight Hundred Thirty-Three Thousand and 00/100 Dollars (\$833,000) to AHS for the period of July 1, 2022 through June 30, 2023. Thereafter, the City shall make payments to AHS for the following periods in accordance with the following schedule:

CONTRACT PERIOD	AMOUNT	PAYMENT DUE DATE
July 1, 2023 through June 30, 2024	\$916,300	July 30, 2023
July 1, 2024 through June 30, 2025	\$1,007,930	July 30, 2024
July 1, 2025 through June 30, 2026	\$1,108,723	July 30, 2025
July 1, 2026 through June 30, 2027	\$1,219,595	July 30, 2026

In addition, the City will pay for additional Services at the rates specified below and in the Fee Schedule in **Exhibit B**.

B. Additional fees may apply to animal sheltering services that exceed forty-five (45) days at the cost of \$50.00 per day, per animal; veterinary care exceeding \$1,500 per week at the "cost of care" shown on the Fee Schedule in **Exhibit B**; and witness testimony exceeding thirty (30) hours per month at \$50 per hour in any civil seizure or forfeiture hearing. Any veterinary care exceeding forty (40) hours per week or testimony exceeding 30 hours per month will require separate approval notification and approval by the City, and if City's approval is not given, then AHS shall not be obligated to provide such services unless mandated by a court of law. There shall be no additional charges for overhead, benefits, local travel or administrative support unless otherwise agreed to in writing by the Parties. AHS shall submit invoices on or before the 15th of every month after the month in which the City incurs these additional fees. Each invoice shall be accompanied with itemized receipts. The invoice shall be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation shall be provided that supports the charges reflected in the invoice. Upon finding of an error and/or missing documentation, the City shall return the invoice to AHS. AHS shall promptly resubmit the revised invoice to the City. Each revised invoice shall document the date that the revised invoice is submitted to the City.

Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.

Invoices shall be submitted to:

Phoenix Police Department
Fiscal Management Bureau
620 West Washington Street
Phoenix, Arizona 85003.
rita.dean@phoenix.gov

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

AHS will provide professional services that will be in accordance with the Scope of Work as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Agreement.

4. INDEMNIFICATION OF CITY AGAINST LIABILITY

AHS shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of AHS or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such AHS to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by AHS from and against any and all claims. It is agreed that AHS will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, AHS agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by AHS for the City.

5. INSURANCE

AHS and subcontractors shall deliver to the City, prior to commencement of the Services provided under this Agreement, a certificate of insurance acceptable to the City in the amounts and form specified in **Exhibit C**. Failure of AHS and subcontractors to maintain insurance during the term of the Agreement, including renewal options, is a

material breach and may result in immediate termination of this Agreement without notice. Insurance requirements are subject to periodic review and adjustment by the City.

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

A. The parties agree that AHS is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither AHS nor any of AHS's agents, employees or helpers shall be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of AHS.

B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of AHS will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. AHS shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, AHS agrees that:

A. AHS and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.

B. A breach of warranty under paragraph A shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

C. The City retains the legal right to inspect the papers of the AHS or subcontractor employee(s) who work(s) on this Agreement to ensure that AHS or subcontractor is complying with the warranty under paragraph A.

8. CONFIDENTIALITY AND DATA SECURITY

A. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to AHS in connection with this Agreement is

confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the AHS shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

B. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, AHS must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

C. In the event that data collected or obtained by the AHS in connection with this Agreement is believed to have been compromised, AHS shall notify the City Privacy Officer immediately. AHS agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

D. AHS agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the AHS. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

E. The obligations of AHS under this Section shall survive the termination of this Agreement.

9. CONTACTS WITH THIRD PARTIES

AHS or its subcontractors shall not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should AHS or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, AHS or its subcontractors shall promptly inform the City giving the particulars of the information sought and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of AHS and its subcontractors under this Section shall survive the termination of this Agreement.

AHS agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the AHS. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief

in court. A violation of this Section may result in immediate termination of this Agreement without notice.

10. EQUAL EMPLOYMENT OPPORTUNITY

A. In order to do business with the City, AHS must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. AHS will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

B. AHS, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, genetic information, marital status, sexual orientation, gender identity or expression, or disability, nor otherwise commit an unfair employment practice. The AHS will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, genetic information, marital status, sexual orientation, gender identity or expression, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The AHS further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. AHS further agrees that this clause will be incorporated in all subcontracts, job-AHS agreements or subleases of this Agreement entered into by supplier/lessee. The AHS further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

C. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

D. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

11. SBE/ DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the

industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

12. AUDIT/RECORDS

The City reserves the right, at reasonable times, to audit AHS's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the Agreement.

13. COMPLIANCE WITH LAWS

AHS shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on AHS, a request for an amendment may be submitted pursuant to Paragraph 15.

14. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

A. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

B. Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is "Minimum Risk." A Minimum Risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for

Minimum Risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

C. Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Minimum Risk Screenings as required.

D. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

E. Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 4 of this Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section 4) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

F. Continuing Duty; Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 12.

15. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **Exhibit A** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and AHS before such addition, deletion or alteration shall be performed. Changes to the Services may be made and the compensation to be paid to AHS may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by AHS will be allowed except as provided herein, nor shall AHS do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by AHS without prior written authorization shall be at AHS's risk, cost and expense, and AHS agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

16. NON-ASSIGNABILITY

A. This Agreement is in the nature of a personal services agreement and AHS shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

B. An essential consideration provided to the City by AHS to induce the City to enter into the Agreement is AHS's representation that it is Arizona's largest animal welfare and protection agency, with designated first responders for animals in distress, abuse, neglect, and abandonment. Accordingly, the City has determined that AHS has the unique ability to safeguard, rescue, shelter, heal, or adopt in the expectedly high volume of animal cases the City responds to, investigates, and prosecutes in any given year. Therefore, should AHS otherwise be unavailable to carry out its duties under this Agreement for an extended period of time, which period shall be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Agreement for cause.

17. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Agreement shall be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties herein.

18. NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to AHS:

Tracey Miller
Director of Field Operations
Arizona Humane Society
1521 W. Dobbins Road, Phoenix, AZ 85041

Phone: (602) 997-7585, Ext. 2071
Email: tmiiller@azhumane.org

If to City:

Jeri L. Williams
Police Chief
Phoenix Police Department
City of Phoenix
620 West Washington Street, 4th Floor
Phoenix, Arizona 85003 1611

Phone: (602) 262-6747
Fax: (602) 495-0356
Email: jeri.l.williams@phoenix.gov

Notice shall be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

19. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

20. GOVERNING LAW; FORUM; VENUE

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

21. FISCAL YEAR CLAUSE

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, AHS must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

AHS and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

22. TERMINATION OR SUSPENSION OF SERVICES

A. City's Right to Terminate

The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying AHS in writing. This specifically includes the right to terminate or abandon for non-appropriation of funds. Immediately upon receiving a written notice to terminate or suspend Services, AHS shall:

1. Discontinue advancing the work in progress, or such part that is described in the notice.
2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with any and all unused materials supplied by the City and animals housed by AHS on behalf of City or at City's request (unless City and AHS agree upon other arrangements for such animals).
3. Appraise the work it has completed and submit its appraisal to the City for evaluation.
4. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by AHS in terminating the work, including demobilization of field service. No payment shall be made for loss of anticipated profits or unperformed services.

B. AHS's Right to Terminate

AHS may terminate this Agreement with or without cause by notifying the City in writing. Any such termination shall be effective upon the date that is thirty (30)

days after AHS give such notice, or upon such other date as may be agreed upon in writing between AHS and the City.

C. **Final Payment**

The City shall make final payment for all Services performed and accepted within sixty (60) days after AHS has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by AHS shall be at the City's sole risk for such use.

D. **Temporary Suspension**

The City may, by written notice, direct AHS to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to AHS in performance, and not due to fault or negligence of AHS, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by AHS for a price adjustment must be supported by appropriate documentation asserted promptly after AHS has been notified to suspend performance.

23. PROFESSIONAL COMPETENCY

A. **Qualifications**

AHS represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. AHS further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

B. **Level of Care and Skill**

Services provided by AHS will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of AHS's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of AHS's work shall in no way relieve AHS of liability to the City for damages suffered or incurred arising from the failure of AHS to adhere to the aforesaid standard of professional competence.

24. SPECIFIC PERFORMANCE

AHS agrees that in the event of a breach by AHS of any material provision of this Agreement, the City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City shall elect to treat any such breach on the part of AHS as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising

out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

25. FORCE MAJEURE

AHS shall not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by AHS in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

26. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION

AHS shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by AHS without the prior written consent of the City.

27. CONFLICTS OF INTEREST

A. AHS acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

B. The City reserves the right to disqualify AHS in the event that the City determines that AHS has an actual or apparent conflict of interest with the purposes of this Agreement and the provisions and procedures set forth in Paragraph 23 shall apply.

C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by AHS, or any agent or representative of AHS, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one (1) calendar day written notice to AHS, terminate the right of AHS to proceed under this Agreement, provided that the existence of the facts upon which the City made such

finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City shall be entitled to the same remedies against AHS as could be pursued in the event of default by AHS.

D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

28. CLAIMS OR DEMANDS AGAINST THE CITY

AHS acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and AHS agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law shall control.

Moreover, nothing in this Agreement shall constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

AHS waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

30. CONTINUATION DURING DISPUTES

A. AHS agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party shall continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

B. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement shall not be deemed a waiver thereof.

31. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to

authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.


32. PRIOR AGREEMENT

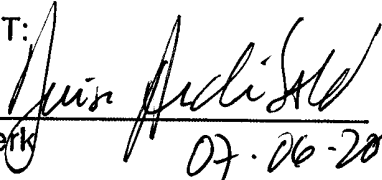
City and AHS previously entered into a certain Professional Services Agreement (Agreement No. 148108-0) (the "**Prior Agreement**"). Upon the **Effective Date**, the **Prior Agreement** shall be terminated and of no further force or effect.

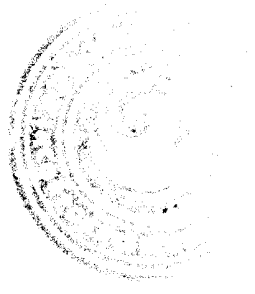
Remainder of page intentionally left blank. Signature page to follow.


IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed in triplicate originals.


CITY OF PHOENIX, a municipal corporation
JEFF BARTON, City Manager

By: 
Jeri L. Williams
Police Chief

ATTEST:

City Clerk *07.06.2022*



APPROVED AS TO FORM:

Acting City Attorney *JTB*

ARIZONA HUMANE SOCIETY "AHS"
By: 
Dr. Steven R. Hansen
President and CEO

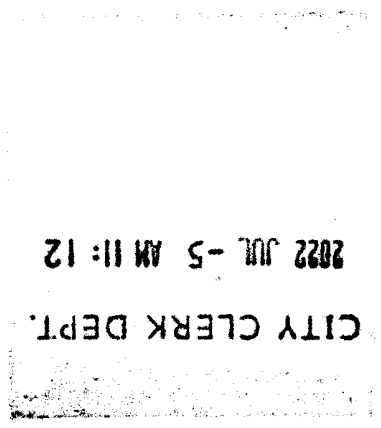


EXHIBIT A SCOPE OF WORK

1. **Seizure and impoundment of animals in cruelty and neglect cases.** The City, through its Police Department and City Prosecutor, investigates and prosecutes criminal violations of the City's animal cruelty and neglect ordinances, located in Chapter 8 of the Phoenix City Code, and the State of Arizona's animal cruelty and neglect statutes, located in Arizona Revised Statutes Title 13, Chapter 29. In the course of those investigations and prosecutions, the City, through its Police Department, may seize and impound the animals that are the subject of the investigation. Because of the nature of alleged cruelty and neglect offenses, the seized and impounded animals often require immediate and continuing veterinary care and other basic services, such as the provision of food, water and clean kennel space. At the direction of the City, AHS shall hold the animals in protective custody that are needed as evidence in a criminal proceeding, or as part of a civil action instituted to justify the seizure or forfeiture of the animals, as follows:

a. The City shall only direct AHS to take custody of such animals when the City has lawful authority to seize and impound the animals pursuant to the Arizona Revised Statutes or the Phoenix City Code. AHS understands that lawful authority exists when the City either has a search warrant or has a good faith belief that an exception to the search warrant requirement exists, including, but not limited to, consent from an owner or agent with authority to consent to a search or seizure, or exigent circumstances exist to seize animals when it is necessary for their immediate health or safety. AHS shall be entitled to rely on the determination by the City that the City has lawful authority to seize and impound the animals and take the animals into protective custody.

b. The City shall make the determination to seize and impound an animal. AHS may make appropriate recommendations to City personnel before they seize and impound an animal, but it shall not otherwise direct City personnel to take any particular action in a case involving suspected animal cruelty or neglect. Once the City directs AHS to take protective custody of an animal, AHS, in its sole and exclusive discretion, shall utilize any procedures or techniques it believes may be appropriate under the circumstances to take animals into custody.

c. AHS shall provide protective custody for seized and impounded animals at the contracted rate stipulated in Paragraph 2(A) and 2(B), and the Fee Schedule in **Exhibit B**. For the purposes of this Agreement, animals are not considered to be in protective custody under the following circumstances: (1) after the transfer of ownership of an animal to AHS following a criminal trial or civil hearing and the applicable appeal period for such trial or hearing has expired without an appeal having been filed; or (2) when an animal owner, or the animal owner's agent, surrenders ownership of the animal to AHS.

d. AHS shall provide staff response services, investigative support services, or transportation services to the City when called to assist at the scene of an animal

cruelty or neglect investigation. Services shall be available to the City seven days a week (Monday through Sunday) from 8:00 A.M. to 7:00 P.M. depending on call volume and staffing.

e. AHS shall provide any and all veterinary care, prescription drugs, necropsy services, or other care to animals seized and impounded that are necessary to determine the extent of injury, neglect, maltreatment or death that AHS, in its sole and exclusive discretion, believes may be appropriate. The care provided shall be in accordance with Paragraph 2(B) of this Agreement and the Fee Schedule in **Exhibit B**. In certain cases, appropriate veterinary care may include euthanizing animals in accordance with Phoenix City Code 8-17.

f. If AHS determines that shelter space within AHS's facilities is unavailable, the City authorizes AHS to place animals in temporary foster care homes, as AHS, in its sole and exclusive discretion, may deem appropriate while animal cruelty investigations and prosecutions are pending.

g. The City shall permanently transfer all ownership interest in an animal to AHS when an animal seized and held in protective custody by AHS is forfeited by a court of law to the City pursuant to either the Arizona Revised Statutes or the Phoenix City Code. AHS acknowledges and agrees that the transfer of the City's ownership interest in an animal to AHS may be subject to the approval of the City Council. The City and AHS agree that a court may also order an animal forfeited to any person or agency contracted with the City to care for an animal that is seized and impounded pursuant to the Phoenix City Code, or humanely destroyed in accordance with Phoenix City Code 8-17. If a court orders animals forfeited to AHS, transfer of ownership in an animal to AHS shall not be subject to approval of the City Council.

h. AHS shall, upon the permanent transfer of ownership of an animal to AHS, place the animal for adoption, rescue, alternative placement, or euthanize the animal in accordance with Phoenix City Code 8-17.

i. The City, through its City Prosecutor's Office, shall promptly notify AHS if a person charged for an animal cruelty or neglect offense under the Arizona Revised Statutes or Phoenix City Code, and from whom animals have been seized and held in protective custody by AHS, is acquitted or the charges are dismissed without a conviction. AHS shall release the animals to the person as promptly as is reasonably possible following such notification unless the animals have been forfeited to either the City or AHS pursuant to a civil hearing prior to acquittal or dismissal of criminal charges.

j. AHS shall cooperate and participate in the investigation and prosecution of all animal cruelty and neglect cases investigated by the Phoenix Police Department and prosecuted by the City Prosecutor's Office in Municipal Court. AHS shall also attend all civil animal seizure and disposition hearings under the provisions of Chapter 8 of the Phoenix City Code, and conducted in Municipal Court, in all cases where AHS advised or participated in the investigation, seizure or impoundment of the animals involved.

The City shall pay AHS in accordance with Paragraph 2(B) and the Fee Schedule in **Section B** for witness testimony AHS provides in all civil animal seizure and forfeiture hearings.

k. The City Prosecutor's Office shall pursue cost-of-care recovery in criminally charged animal cruelty and neglect cases pursuant to the Phoenix City Code where animals have been seized and impounded and placed in the protective custody of AHS. AHS shall, at no additional cost or liability to AHS, cooperate with the City Prosecutor's Office to provide all reasonably necessary invoices, reports, or other documentation substantiating the cost-of-care provided to animals placed in the protective custody of AHS, after receipt of written request from the City Prosecutor's Office specifically identifying the requested documentation and the animal for which the documentation is requested.

l. AHS may also pursue cost-of-care recovery through the City Prosecutor's Office in criminally charged animal cruelty and neglect cases pursuant to the Phoenix City Code. City acknowledges that the amounts paid to AHS under this Agreement only represent a fraction of the costs incurred by AHS to shelter and care for animals as required under this Agreement. AHS's recovery from an animal owner, the owner's estate, or the owner's agent acting on behalf of the owner shall not exceed AHS's actual cost-of-care.

m. AHS shall provide periodic education and training services to the City to assist its Police Department and City Prosecutor in the investigation and prosecution of animal cruelty and neglect cases. The Parties shall agree on the dates of all education and training classes provided.

2. Seizure and impoundment of animals for their benefit and welfare. The City, through its Police Department, responds to emergency calls involving injured or deceased persons and also investigates criminal violations of the Phoenix City Code and Arizona Revised Statutes that are wholly unrelated to animal cruelty or neglect. It also responds to calls where animals are left in serious physical distress due to seasonal environmental conditions, natural disasters, sickness or injury, and there is no owner available to care for the animals. In the course of those investigations and emergency response calls, the City, through its Police Department, may seize and impound animals for safekeeping when the owner or primary caregiver has been arrested or is seriously injured or deceased, and there is no other responsible party to care for the animals. The seized and impounded animals may require immediate and continuing veterinary care and other basic services, such as the provision of food, water and clean kennel space. At the direction of the City, AHS shall take protective custody for the safekeeping of animals in designated animal welfare cases, as follows:

a. AHS shall respond to the scene of any Phoenix Police Department initiated call to rescue, treat and kennel a sick or injured stray animal at-large within the City limits.

b. AHS shall respond to the scene of any Phoenix Police Department initiated abandonment call where an animal is left tied to an object in a public place.

c. AHS shall respond to the scene of any Phoenix Police Department initiated abandonment call where an animal's owner has recently been hospitalized or has died, and there is no next of kin, agent or other responsible party to provide care for the animals.

d. AHS shall respond to the scene of any Phoenix Police Department initiated abandonment call where an animal's owner has recently been arrested, and there is no next of kin, agent, or other responsible party to provide care for the animals.

e. The City shall make the determination to impound an animal for safekeeping. AHS may make appropriate recommendations to City personnel before they seize and impound an animal for safekeeping, but it shall not otherwise direct City personnel to take any particular action. Once the City directs AHS to take protective custody for the safekeeping of an animal, AHS, in its sole and exclusive discretion, shall utilize any procedures or techniques it believes may be appropriate under the circumstances.

f. AHS shall provide staff response services, investigative support services, or transportation services to the City when called to assist at the scene of an animal that must be impounded for its benefit and welfare. Services shall be available to the City seven days a week (Monday through Sunday) from 8:00 A.M. to 7:00 P.M. depending on call volume and staffing.

g. If no person, including the owner, the owner's estate, or the owner's agent acting on behalf of the owner, claims an animal before the statutory claim period has expired, the City shall transfer ownership to AHS after complying with Chapter 2, Article 18, of the Phoenix City Code. AHS shall, upon the permanent transfer of ownership in animals to AHS, place an animal for adoption or euthanize an animal in accordance with Phoenix City Code 8-17.

h. AHS may demand compensation from an animal owner, the owner's estate, or the owner's agent acting on behalf of the owner to reimburse AHS for any transport, medical, kennel, or staff charges incurred. City acknowledges that the amounts paid to AHS under this Agreement only represent a fraction of the costs incurred by AHS to shelter and care for animals as required under this Agreement. AHS's recovery from an animal owner, the owner's estate, or the owner's agent acting on behalf of the owner shall not exceed AHS's actual cost-of-care.

3. Clarification of Services Not Offered by AHS. AHS shall not provide services related to any calls from the Phoenix Police Department for collection of uninjured stray animals at-large within the City limits, vicious or nuisance animals, bite investigations, or dangerous or threatening animal calls. Notwithstanding anything in this Exhibit or the Agreement to the contrary, AHS shall not be obligated to house or transport any animal it deems it does not have the space to house, or to provide for any animal housed by AHS beyond forty-five (45) days, at which time AHS may invoice the City, and City shall promptly pay to AHS, the amount of \$50 per day, per animal.

4. **Usage of EAC's.** For calls that come in outside of AHS's normal operating hours, the City shall contact an Emergency Animal Clinic (EAC) and transport animals for temporary transfer and AHS retrieval the following day during normal operating hours. The City shall confirm that the EAC clinic does not charge the City for EAC's temporary sheltering service. The following is a list of approved EAC's:

<u>EAC is Located</u>	<u>Address of EAC</u>	<u>Phone Number of EAC</u>
Chandler (First Regional)	1233 West Warner (Alma School/Warner)	480-857-0451
Mesa (First Emergency)	1423 South Higley (Higley/North of 60)	480-924-1123
Gilbert	86 West Juniper (Gilbert/Guadalupe)	480-497-0222
Scottsdale	22595 North Scottsdale Road (Scottsdale Rd/Williams)	480-949-8001
Phoenix	3110 East Indian School Road	602-995-3757
Peoria	9875 West Peoria (Peoria/98 th Avenue)	623-974-1520
Phoenix (North Valley Regional)	18453 North 7 th Avenue	623-849-0700
Avondale	13034 West Rancho Sante Fe (Dysart/I-10)	623-385-4555

**EXHIBIT B
FEE SCHEDULE**

(AHS TO INSERT FEE SCHEDULE HERE)

Activity:	Date:		
Animal ID:			
		Quantity	Price Per
			Total Cost
Medical Exam Charges			
Vet Exam		100.00	\$ -
Medical Treatment Charges			
Abscess Treatment		80.00	\$ -
Anal gland expression		15.00	\$ -
Bandage		25.00	\$ -
Clip / Clean		45.00	\$ -
Intraocular pressure		25.00	\$ -
Laser Therapy		45.00	\$ -
Otic Exam		15.00	\$ -
Robert Jones / Splint		40.00	\$ -
Suture Removal		10.00	\$ -
Urinary Catheter		35.00	\$ -
Wound Care		25.00	\$ -
Fluid Therapy Charges			
IV Catheter		25.00	\$ -
SQ Fluids		30.00	\$ -
IV Fluids / Initial		30.00	\$ -
IV Fluids / Additional		15.00	\$ -
Infusion Pump		18.00	\$ -
Injection Charge			
Injection / Any		30.00	\$ -
Bath Charges			
Chlorhexidine/Climbazole		60.00	\$ -
Ear Cleaning		30.00	\$ -
Grooming		75.00	\$ -
Lime Sulfur		60.00	\$ -
Mitaban		60.00	\$ -
Toe nail trim		10.00	\$ -
Laboratory Charges - In-house			
Blood Draw Fee		8.00	\$ -
CBC		25.00	\$ -
CBC/Chem-10		61.00	\$ -
CBC/Chem-17		71.00	\$ -
Chem/CBC/T4		94.00	\$ -
Chem-10		31.00	\$ -
Chem-10/LYTES		32.00	\$ -
Chem-17		46.00	\$ -
Chem-17/Electrolights test		48.00	\$ -
Chem-17/T4/PCV		78.00	\$ -
Chemistry Basic		31.00	\$ -
Dog Combo Test 3DX (Heartworm, Ehrlichiosis, Lyme disease)		35.00	\$ -
Dog Combo Test 4DX (Heartworm, Ehrlichiosis, Lyme disease, Anaplasmosis)		35.00	\$ -
Drug Test		8.50	\$ -
Ear Cytology		22.00	\$ -
Fecal test		20.00	\$ -
FeLV / FIV Test (FEL)		35.00	\$ -
FeLV Test (FEL)		35.00	\$ -
Flouroscein Stain		15.00	\$ -
Giardia Test		35.00	\$ -
Glucose		20.00	\$ -
Histopathology		135.00	\$ -
Manual PLT		20.00	\$ -
Mass Cytology		98.00	\$ -
Parvo Test (CAN)		35.00	\$ -
PCV		20.00	\$ -
PCV/TP		30.00	\$ -
Skin Cytology		22.00	\$ -
Skin Scrape		22.00	\$ -
T4		23.00	\$ -
Tear Test		10.00	\$ -
TP		15.00	\$ -
Urinalysis		25.00	\$ -
Woods Lamp test		10.00	\$ -
Laboratory Charges - Out-house IDEXX			
1 IDEXX TEST HealthChek™ profile (CBC/Chem-25)		107.00	\$ -
111 IDEXX TEST Chem-25		82.00	\$ -
119 IDEXX TEST ACTH Stimulation Test		115.00	\$ -
1272 IDEXX TEST Adult Wellness profile		92.00	\$ -
1293 IDEXX TEST Chem-11		56.00	\$ -
1294 IDEXX Test Young Adult Profile		75.00	\$ -
1394 IDEXX Test Urinalysis, Urine Culture and MIC Susceptibility		130.00	\$ -
148 IDEXX TEST Small Mammal Comprehensive Panel		101.00	\$ -
1554 IDEXX TEST Chem-17		107.00	\$ -
169 IDEXX TEST Feline Combo Plus Complete Profile		162.00	\$ -
1915 IDEXX TEST Chem-10		59.00	\$ -
24 IDEXX TEST FeLV / FIV Test (FEL)		58.00	\$ -
2524 IDEXX TEST Canine Respiratory PC		120.00	\$ -
2627 IDEXX TEST Diarrhea RealPCR™ Panel (Comprehensive)- Feline		128.00	\$ -

Dosage/Costs per Sness

2711 IDEXX TEST Biopsy without Microscopic Description	119.00	\$ -
2801 IDEXX TEST Cytology with Microscopic Description	166.00	\$ -
2807 IDEXX TEST Young Wellness Profile	57.00	\$ -
300 IDEXX TEST CBC COMPREHENS	68.00	\$ -
324 IDEXX TEST PT/PTT	75.00	\$ -
326 IDEXX CBC Select Follow-up	60.00	\$ -
3265 IDEXX TEST Distemper	93.00	\$ -
3565 IDEXX TEST Ringworm PCR	52.00	\$ -
3685 IDEXX TEST Ringworm PCR/culture	84.00	\$ -
375 IDEXX TEST CBC	45.00	\$ -
3783 IDEXX TEST PCV/TP	30.00	\$ -
3900 IDEXX TEST Blood Smear	13.00	\$ -
3901 IDEXX TEST Urinalysis with Urine Culture and MIC Susceptibility (if Indicated)	111.00	\$ -
400 IDEXX TEST Aerobic Culture (ID and Susceptibility)	145.00	\$ -
405 IDEXX TEST Fungal Culture	100.00	\$ -
46 IDEXX TEST HealthChek™ Plus	115.00	\$ -
469999 IDEXX TEST HealthChek™ Plus profile with a CBC	106.00	\$ -
5010 IDEXX TEST Fecal test	18.50	\$ -
54 IDEXX TEST Feline Combo Profile	140.00	\$ -
608 IDEXX TEST Biopsy w/o Descript	135.00	\$ -
66 IDEXX TEST Feline Viral Plus Select	181.00	\$ -
706 IDEXX TEST Cocci screen and titer	80.00	\$ -
7231 IDEXX TEST HW add on	19.00	\$ -
74 IDEXX TEST Feline Combo Plus Profile	145.00	\$ -
751 IDEXX TEST Total Health™ Plus Profile with Free T4 Select	187.00	\$ -
800 IDEXX TEST Cortisol Test	80.00	\$ -
8499 IDEXX TEST Free T-4 by Equilibrium Dialysis	93.00	\$ -
865 IDEXX TEST Senior Screen	137.00	\$ -
885 IDEXX TEST Feline Comprehensive	155.00	\$ -
909 IDEXX TEST Qualitative Stone Analysis	155.00	\$ -
910 IDEXX TEST Urinalysis	37.00	\$ -
929 IDEXX TEST Cocci/Ehrlichia profile	190.00	\$ -
9430 IDEXX TEST Urine Culture and MIC Susceptibility	84.50	\$ -
Radiology Charges		
Per x-ray	40.00	\$ -
Barium Series	800.00	\$ -
Ultrasound - Fee	300.00	\$ -
Hospitalization Charges		
Intensive Care / per day	55.00	\$ -
OX/NEB	45.00	\$ -
Dental Charges		
General Cleaning	250.00	\$ -
Extraction per tooth	25.00	\$ -
Dental Radiographs per view	40.00	\$ -
Anesthesia /MonitoringCharges		
Anesthesia IM/IV	30.00	\$ -
Anesthesia Inhalation/hour	60.00	\$ -
Pulse Ox	25.00	\$ -
Surgery Charges		
Amputation	850.00	\$ -
Aural Hematoma	450.00	\$ -
Blood Transfusion - Canine	800.00	\$ -
Blood Transfusion - Feline	1000.00	\$ -
Canine Neuter	76.00	\$ -
Canine Spay	87.00	\$ -
Cherry eye repair	350.00	\$ -
Cystotomy	425.00	\$ -
Ear Tip Surgery	20.00	\$ -
Entropion per eye	550.00	\$ -
Exploratory	900.00	\$ -
Eye Enucleation	850.00	\$ -
Feline Neuter - ORCH	38.00	\$ -
Feline Spay	57.00	\$ -
Femoral Head Osteotomy	1200.00	\$ -
Fistula Surgery – dog	100.00	\$ -
Fracture Repair	900.00	\$ -
Hernia Repair Surgery - Umbilical	84.00	\$ -
Intestinal Surgery	850.00	\$ -
Knee Surgery	775.00	\$ -
Laceration repair	300.00	\$ -
Mass Removal	450.00	\$ -
Pyometra	800.00	\$ -
Rabbit – Spay/Neuter	85.00	\$ -
Special Diet Charges		
A/D can	2.25	\$ -
I/D can	2.25	\$ -
Science Diet Adult Canine	2.25	\$ -
Vaccines		
Bordetella (CAN)	21.00	\$ -
DA2PP (CAN)	21.00	\$ -
FVRCP (FEL)	21.00	\$ -
Rabies	21.00	\$ -

Medication Expenses			
Acepromazine 25mg	0.46	\$ -	
Advantage (FEL)	15.65	\$ -	
Advantage Multi	16.75	\$ -	
Advantix (One month-one tube) (CAN)	13.80	\$ -	
Amoxi drops 15ml bottle	0.32	\$ -	Changed price per ml
Animax	0.50	\$ -	Entire tube = 6.40; per Sness, charge .50 per tx
Apoquel 16mg	1.60	\$ -	
Apoquel 5.4mg	1.65	\$ -	
Artificial Tears	2.60	\$ -	
Azith 50MG/ML	0.80	\$ -	
Baytril 136mg (Enrofloxacin)	2.45	\$ -	
Baytril 22mg (Enrofloxacin)	0.70	\$ -	
Baytril 68mg (Enrofloxacin)	1.40	\$ -	
Baytril Otic	2.36	\$ -	Entire bottle - changed to cost divided by 7 days per Sness
Bene-Bac	0.50	\$ -	Entire tube = 5.35; per Sness, charge .50 per tx
BNP H Oint.	1.57	\$ -	Entire tube - changed to cost divided by 7 days per Sness
BNP Oint.	1.50	\$ -	Entire tube - changed to cost divided by 7 days per Sness
BRAVECTO 22#-44#	39.10	\$ -	
BRAVECTO 4.4#-9.9#	39.10	\$ -	
BRAVECTO 44#-80#	39.10	\$ -	
BRAVECTO 9.9#-22#	39.10	\$ -	
Cap-star feline single tablet	4.90	\$ -	Single tablet
Cefa drops 20ml	0.35	\$ -	Changed price per ml
Centragard felines	15.00	\$ -	
Cephalexin 250mg	0.10	\$ -	
Cephalexin 500mg	0.15	\$ -	
Cerenia 16MG Tablets	3.30	\$ -	
CHLORPH 4MG	0.10	\$ -	
Clavamox 125mg	0.85	\$ -	
Clavamox 250mg	1.30	\$ -	
Clavamox 375mg	1.90	\$ -	
Clavamox 62.5mg	0.45	\$ -	
Clavamox drops 50ml	0.10	\$ -	Changed price per ml
Clindamycin 25mg	0.45	\$ -	
Clindamycin 300mg capsules	0.30	\$ -	
Clindamycin 75mg capsules	0.75	\$ -	
Clindamycin Drops 20ml	0.18	\$ -	Changed price per ml
Cough tablet 100mg	0.25	\$ -	
Cyclosporine	26.00	\$ -	Cost for 5ml bottle
DENOSYL 225MG	0.90	\$ -	
DENOSYL 425MG	1.70	\$ -	
DENOSYL 90MG	0.65	\$ -	
DIPHENHYD 25M	0.10	\$ -	
DIPHENHYD Liq	0.07	\$ -	
Doxycycline 100mg tablets	0.15	\$ -	
Doxycycline 150mg tablets	0.25	\$ -	
Doxycycline 50mg capsules	0.25	\$ -	
Doxycycline Suspension	0.25	\$ -	
Droncit per tablet	4.90	\$ -	Single tablet
Drontal felines, 2-16lbs	6.00	\$ -	
DRONTAL PLUS LG	19.90	\$ -	
DRONTAL PLUS MED	11.20	\$ -	
DRONTAL SM	4.40	\$ -	
Enrofloxacin 136mg	2.23	\$ -	
Enroflox susp.	1.30	\$ -	
Erythromycin Oint.	2.10	\$ -	Entire tube - changed to cost divided by 7 days per Sness
FAMCICLOVIR 125MG	0.25	\$ -	
Famotidine 20mg	0.10	\$ -	
Fish Oil 1000mg	0.25	\$ -	
Fish Oil 2000mg	0.35	\$ -	
Fish Oil 600mg	0.15	\$ -	
Fluconazole 100mg	0.20	\$ -	
Fluconazole 200mg	1.42	\$ -	
Fluconazole 300mg	0.75	\$ -	
FORTIFLORA per packet	5.00	\$ -	Single packet
Frontline Gold - Canine - 23 - 44lb	15.70	\$ -	
Frontline Gold - Canine - 45 - 88lb	16.10	\$ -	
Frontline Gold - Canine - 5 - 22lb	15.30	\$ -	
Frontline Gold - Canine - 89lb +	16.40	\$ -	
Frontline Gold - Feline - 1.5lb +	15.00	\$ -	
Frontline Spray (one bottle) (CAN)	32.75	\$ -	
Gabapentin 100mg	0.10	\$ -	
Gabapentin 300mg	1.25	\$ -	
Gabapentin Flex 150mg tablets	0.75	\$ -	
Gabapentin Suspension	1.00	\$ -	
Gent. Nose drops	0.86	\$ -	

Gentocin Opth.		0.86	\$ -	Entire tube - changed to cost divided by 7 days per Sness
HYDROX 10MG		0.10	\$ -	
HYDROX 25MG		0.10	\$ -	
HYDROX 50MG		0.35	\$ -	
Ivomec Ears		0.15	\$ -	
Ketoconazole		0.70	\$ -	
Laxatone		0.50	\$ -	Entire tube = 9.60; per Sness, charge .50 per tx
Levothyroxine		0.16	\$ -	1 x 0.7mg Tablet
Lixotinic (per ml)		1.20	\$ -	
Maloxicam 7.5mg tablet		0.10	\$ -	
MARQUIS PASTE 100MG/ML		0.38	\$ -	
MELOXICAM SUSP 1.5 MG/ML		1.35	\$ -	
METACAM SUSP		1.35	\$ -	
Metamucil		0.95	\$ -	Per ml
METRO 250MG		0.10	\$ -	
METRO 500MG		0.10	\$ -	
METRO SUSP		0.25	\$ -	
MIRTAZPN 10mg/ml Suspension		1.75	\$ -	
MOMETAMAX		2.86	\$ -	Entire tube - changed to cost divided by 7 days per Sness
Neopolydex		1.04	\$ -	Entire tube - changed to cost divided by 7 days per Sness
NexGard chewable - 10.1 - 24lb		17.20	\$ -	
NexGard chewable - 24.1 - 60lb		17.60	\$ -	
NexGard chewable - 4 - 10lb		16.80	\$ -	
NexGard chewable - 60.1 - 121lb		18.00	\$ -	
NUTRICAL		0.50	\$ -	Entire tube = 9.10; per Sness, charge .50 per tx
Oti-pack single dose tube		7.70	\$ -	Single use per dose
Panacur		0.20	\$ -	
Para Defense Advanced - Canine		15.00	\$ -	
Pentoxifylline 400mg		0.65	\$ -	
Pred 20mg		0.30	\$ -	
Pred 5mg		0.15	\$ -	
Pyrantel		1.00	\$ -	
Selarid 5.1-15 lbs		10.75	\$ -	SELARID FELINE 5.1-15#
Selarid <5 lbs		10.00	\$ -	SELARID PUPPY/KITTEN <5#
Silver Sulfadine		2.00	\$ -	Per treatment
Sucralfate 1g		0.16	\$ -	
TERBINAFINE 250 MG TABLETS		0.15	\$ -	
TERBINAFINE SUSP. 100MG/ML		1.20	\$ -	
Terramycin Oint.		2.51	\$ -	Entire tube - changed to cost divided by 7 days per Sness
TOBRAMYCIN solution		0.66	\$ -	Entire tube - changed to cost divided by 7 days per Sness
Trazadone 100mg		0.15	\$ -	
Tresaderm		0.93	\$ -	Entire tube (@\$13) - changed to cost divided by 7 days 2 x per day per Sness
Vectra - Feline - 2 - 9lb		13.50	\$ -	
Vectra - Feline - 9lb +		13.50	\$ -	
Vetprofen (Rimadyl) 100mg tablets		0.60	\$ -	
Vetprofen (Rimadyl) 25mg tablets		0.40	\$ -	
Vetprofen (Rimadyl) 75mg tablets		0.50	\$ -	
Vitamin K Tab		0.40	\$ -	
Forensic Charges				
Necropsy - Canine		150.00	\$ -	
Necropsy - Feline		100.00	\$ -	
Full body forensic exam		250.00	\$ -	
Necropsy Transportation		55.00	\$ -	
Other Expenses				
Boarding, feed, water - Canine		50.00	\$ -	
Boarding, feed, water - Feline		50.00	\$ -	
Boarding, feed, water - Critter		25.00	\$ -	
Disposal		60.00	\$ -	
Total				

**EXHIBIT C
INSURANCE REQUIREMENTS**

INDEMNIFICATION CLAUSE:

Contractor ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy must contain a waiver of subrogation against the City of Phoenix.
- b. This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and

that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:
1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2 The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to (City of Phoenix Department Representative's Name & Address & Fax Number).
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to the contact provided in Section 19 of this Agreement. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Remainder of page intentionally left blank.

**EXHIBIT D
AHS INSURANCE CERTIFICATE**

(AHS TO INCLUDE INSURANCE CERTIFICATE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Arizona Group 1125 East Southern Ave Mesa AZ 85204	CONTACT NAME: Jen Stelter	
	PHONE (A/C No., Ext): 480-892-8755	FAX (A/C No.): 480-892-7625
	E-MAIL ADDRESS: Jen.Stelter@arizonagroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Insurance Company	11150
	INSURER B: CopperPoint General Ins Co	13043
INSURED Arizona Humane Society 1521 W. Dobbins Rd. Phoenix AZ 85041	ARIZHUM-01	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1668992798 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MKPK09578502	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		MKPK09578502	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		MKUM09773202	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	1014956	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional insured is included as per the attached form GL2700 05/17

CERTIFICATE HOLDER Phoenix Police Department; City of Phoenix 620 West Washington St Phoenix AZ 85003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**1. Bail Bonds**

Subparagraph 1.b. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Your Expenses

Subparagraph 1.d. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

3. Damage to Borrowed Equipment

Paragraph (4) of j. **Damage to Property** in 2. **Exclusions** under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability** is deleted with respect to equipment you borrow for use in your operations.

4. Additional Insured

The following are added to **Section II – Who Is An Insured**:

a. Persons or Organizations – As Required By Contract

Any person or organization when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your ongoing operations for such person(s) or organization(s);
- (2) "Your products"; or
- (3) Your use or maintenance of a premises you own, rent, lease, occupy or otherwise use with the permission of the owner, except those premises you lease from person(s) or organization(s) for which paragraph 8.b. below applies.

b. Managers, Landlords or Lessors of Premises

Any person or organization from whom you lease premises when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

c. Lessors of Leased Equipment

Any person or organization from whom you lease equipment when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

Coverage provided to the person(s) or organization(s) included as an insured in subparagraphs **4.a.**, **4.b.**, and **4.c.** above only applies if the written contract or agreement identified in subparagraphs **4.a.**, **4.b.**, and **4.c.** above is executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Coverage shall be primary and not contributory with respect to the person(s) or organization(s) included as an insured in subparagraphs **4.a.**, **4.b.**, and **4.c.** above. Any other insurance such person or organization has will be excess and not contributory with this insurance but this provision only applies if it is required in the written contract or agreement identified in subparagraphs **4.a.**, **4.b.**, and **4.c.** above.

5. Fellow Employee

Subparagraphs **2.a.(1)(a)**, **2.a.(1)(b)** and **2.a.(1)(c)** under **Section II – Who Is An Insured** are deleted with respect to "bodily injury".

6. Newly Formed or Acquired Organizations

Subparagraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

7. Damage to Premises Rented to You – Limit Amendment

Paragraph **6.** under **Section III – Limits of Insurance** is amended to read as follows:

- 6. Subject to paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner is \$1,000,000, unless a higher Damage to Premises Rented to You Limit is shown on the Declarations.

8. Medical Expense – Limit Amendment

Paragraph **7.** under **Section III – Limits of Insurance** is amended to read as follows:

- 7. Subject to paragraph **5.** above, the most we will pay under Coverage **C** for medical expenses because of "bodily injury" to any one person is \$10,000, unless a higher Medical Expense Limit is shown on the Declarations.

9. Duties in the Event of Occurrence, Offense, Claim, or Suit

The following subparagraph **e.** is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Knowledge of any "occurrence", offense, claim, or "suit" will be deemed knowledge by you only when such "occurrence", offense, claim, or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) Any partner, if you are a partnership;
 - (3) Any member, if you are a limited liability company;
 - (4) An executive officer or insurance manager if you are a corporation; or
 - (5) An "employee" or "volunteer worker" designated by you to give us notice of such "occurrence", offense, claim, or "suit".

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

11. Mental Anguish

Paragraph 3. under **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".