

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 22-1622

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AND AUTHORIZING EXECUTION OF THE THIRD AMENDMENT OF THE “ANIMAL IMPOUNDMENT SERVICES AGREEMENT” WITH THE HUMANE SOCIETY OF THE WHITE MOUNTAINS.”

WHEREAS the Town of Pinetop-Lakeside (“**Town**”) and the Humane Society of the White Mountains (“**HSWM**”) entered into the Animal Impoundment Services Agreement, dated August 16, 2012, as amended by the First Amendment on July 1, 2014, and the Second Amendment of January 18, 2018 (collectively, the “**Prior Agreement**”); and

WHEREAS, the Town and HSWM desire to amend the Prior Agreement to increase the term of the Prior Agreement and to increase the fee payable thereunder.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby approve the Third Amendment Animal Impoundment Services Agreement attached hereto as Exhibit A.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pinetop-Lakeside this 7th day of July 2022.

TOWN OF PINETOP-LAKESIDE





Stephanie Irwin
Mayor

ATTEST:



Kristi Salskov
Town Clerk

APPROVED AS TO FORM:



William J. Sims, III
Town Attorney

Exhibit A

Third Amendment Animal Impoundment Services Agreement

**THIRD AMENDMENT
ANIMAL IMPOUNDMENT SERVICES AGREEMENT BETWEEN
THE TOWN OF PINETOP-LAKESIDE AND THE
HUMANE SOCIETY OF THE WHITE MOUNTAINS**

THIS THIRD AMENDMENT (“**Third Amendment**”) is made and entered into between the TOWN OF PINETOP-LAKESIDE, an Arizona municipal corporation (hereinafter the "**Town**"), and the HUMANE SOCIETY OF THE WHITE MOUNTAINS, INC., an Arizona nonprofit corporation (hereinafter "**HSWM**") as of July 1, 2022 (“**Effective Date**”).

WHEREAS, the Town and HSWM entered into the Animal Impoundment Services Agreement, dated August 16, 2012, as amended by the First Amendment on July 1, 2014 and by the second amendment on January 18, 2018 (collectively, the “**Prior Agreement**”); and

WHEREAS, the Town and HSWM desire to extend the term of the Prior Agreement and increase the Annual Fee.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The (“**Term**”) of the Prior Agreement shall be extended for five (5) years such that the current Term shall be extended until July 1, 2027.
2. Fee. The amount paid by the Town to HSWM shall be \$25,000 per year (the “**Annual Fee**”) paid pursuant to the schedule set forth in Section 9 of the Prior Agreement. The Annual Fee shall be increased based on the current Consumer Price Index (CPI) on the anniversary of the Effective Date during the Term.
3. Under Item 5. Special Circumstances. If a situation arises in which an animal must be impounded for longer than any statutory impoundment period due to circumstances beyond the reasonable control of the Town or HSWM (such as a court order, or the need to continue to impound the animal for evidentiary purposes or any other impoundment hold other than a quarantine hold), it will be the obligation of the Town to notify the HSWM of such lawful requirements, and it will be the obligation of HSWM to comply under the law. The Town will ensure that the owner has paid for the impoundment and, if not, the Town will pay and seek any reimbursement that may be owed by the owner.
4. Continued Effectiveness of Prior Agreement. All other terms of the Prior Agreement remain effective and are incorporated by reference into this Third Amendment. Hereafter the Prior Agreement, as amended hereby, shall be referred to as the “**2022 Amended Agreement**.”

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment this 7th day of July, 2022.

TOWN OF PINETOP-LAKESIDE

HUMANE SOCIETY OF THE WHITE MOUNTAINS, INC.

By: Stephanie Irwin
Stephanie Irwin, Mayor

By: Deena Pace
Deena Pace, Director



By: Mark Stirling
Mark Stirling, President
Board of Directors

ATTEST:

Kristi Salskov
Kristi Salskov, Town Clerk

APPROVED AS TO FORM:

William Sims
William J. Sims, Town Attorney