

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/09/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/15

ISSUE:

17. Request for Approval of Sole Source Procurement and Amendment No. 2 to Professional Services Agreement – Shelter Stray Animals Retrieved by City of Santa Fe Animal Services Officers; Santa Fe Animal Shelter, Inc. (Patrick Gallagher)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE: 12188.510310

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

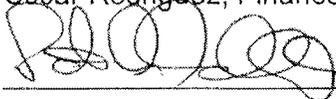
City of Santa Fe, New Mexico

memo

Date: August 18, 2015

To: City Council
Finance Committee

cc: Brian Snyder, City Manager
Oscar Rodriguez, Finance Director

From: 
Patrick G. Gallagher, Interim Chief of Police

Item and Issue:

Requesting approval for Amendment No. 2 for a 6 month PSA with the Animal Shelter, Inc. in the amount of \$78,988.80

Background and Summary:

The Animal Shelter and the City of Santa Fe Police Department had a 3 year contract that expired in June 2015. Negotiations have been going on since February 2015 to work out an additional contract for multiple years. While the negotiation is going very slowly, an agreement to extend the current contract was reached and Amendment No. 1 extended the PSA for 6 months so that negotiations could continue.

The Animal Shelter has been declared as a sole source (please see attached memo) as they are the only service provider in the City of Santa Fe, we do hope to have a negotiated contact soon, and we will bring back the new contact for review and acceptance at that time.

Action Requested:

It is requested that the Finance Committee and Governing Body approve this Amendment No. 2 in the amount of \$78,988.80 for July through December 2015. Funding is available in business unit 12188.510310.

PGG/nlj

City of Santa Fe, New Mexico

memo

Date: June 3, 2015

To: Robert Rodarte, Purchasing Director ✓

From: Eric F. Garcia, Chief of Police

Item and Issue:

Request for Declaration of Sole Source for the Santa Fe Animal Shelter.

Background and Summary:

This request is for a declaration of sole source for the Santa Fe Animal Shelter to shelter stray animals retrieved by the City of Santa Fe Animal Services Officers. The shelter also provides the disposal of dead animals and leases office space for the Animal Services Section of the Police Department.

There is no other animal shelter in the City of Santa Fe area that can provide these services. It would not be cost effective to transport stray, injured or dead animals to another shelter in a surrounding city.

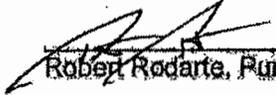
Requested Action:

Your consideration and approval for this declaration of sole source for Santa Fe Animal Shelter for FY 2015-16 is greatly appreciated.

EXEMPT DECLARATION

Approval

Not Approved


Robert Rodarte, Purchasing Director

6/3/15
Date

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: SF Animal Shelter INC

Procurement Title: _____

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Police Nancy L Jimenez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Nancy L Jimenez Fiscal Administrator
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included

[Signature] 8/21/15
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

NANCY L. JINENEZ
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 2, 2012 (the "Agreement") between the City of Santa Fe (the "City") and Santa Fe Animal Shelter, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

- A. Under Article 5 the Agreement, the Agreement is stated to expire on June 30, 2015, unless terminated sooner.
- B. Pursuant to Article 17 of the Agreement, the City and the Contractor hereby amend the Agreement as follows:

- 1. COMPENSATION

Article 3 of the Agreement is amended to increase the compensation by seventy-eight thousand nine hundred eighty-eight dollar and eighty cents (\$78,988.80), so that Article 3 reads as follows:

- A. In consideration of its obligations under this Agreement the City shall pay to the Contractor, a total sum not to exceed two hundred thirty six thousand nine hundred sixty six dollars and forty cents (\$236,966.40), inclusive of applicable gross receipts taxes and exclusive of additional board charges described in Article 1, paragraph B2 and B6 of this Agreement. Payment shall be made for services actually rendered at a rate of thirteen thousand one hundred sixty-four

dollars and eighty cents (\$13,164.80) per month. Payment is due within thirty (30) days after invoice date.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment No. 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement on the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ FINANCE DIRECTOR

CONTRACTOR:
SANTA FE ANIMAL SHELTER, INC.

By: _____
RODDEY BURDINE, PRESIDENT

DATE

By: _____
MARY MARTIN, DIRECTOR

DATE

N.M. Taxation & Revenue
CRS #01-505915004
City of Santa Fe Business
Registration # _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Santas Fe Animal Shelter Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$157,977.60

Termination Date: June 30, 2016

Approved by Council Date: June 27, 2012

or by City Manager Date: _____

Contract is for: Animal Shelter services to City of Santa Fe Police Department Animal Services Section

Amendment # 2 to the Original Contract# 12-0469

Increase/(Decrease) Amount \$ 78,988.80

Extend Termination Date to: December 31, 2016

Approved by Council Date: September 9, 2016

or by City Manager Date: _____

Amendment is for: 6 month payment until negotiations and be completed

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 157,977.60 of original Contract# 12-0469 Termination Date: 06/30/2015

Reason: end of negotiated contract

Amount \$ 0.00 amendment # 1 Termination Date: 12/31/2015

Reason: extended term of original contract

Amount \$ 78,988.80 amendment # 2 Termination Date: 12/31/2015

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 552,922



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: June 3, 2015

Other _____

6 **Procurement History:** Sole Source
example: (First year of 4 year contract)

7 **Funding Source:** General Fund Patrol Support **BU/Line Item:** 12188.510310

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Nancy L Jimenez Fiscal Administrator SF Police Department
Phone # 505-955-5008

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 2, 2012 (the "Agreement") between the City of Santa Fe (the "City") and Santa Fe Animal Shelter, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

- A. Under Article 5 the Agreement, the Agreement is slated to expire on June 30, 2015, unless terminated sooner.
- B. Pursuant to Article 17 of the Agreement, the City and the Contractor hereby amend the Agreement as follows:

1. TERM AND EFFECTIVE DATE

Article 5 states that the Agreement shall terminate on June 30, 2015, unless terminated sooner pursuant to Article 6. The City and Contractor agree to extend the Agreement, so that Article 5 is replaced with the following and now reads in its entirety:

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by both parties and terminate on December 31, 2015, unless terminated sooner pursuant to Article 6 below.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement on the dates set forth below.

CITY OF SANTA FE:

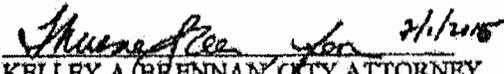

BRIAN K. SNYDER, CITY MANAGER

07/17/2015
DATE

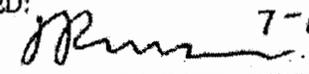
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

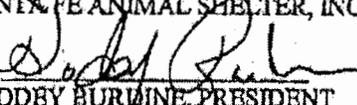
APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

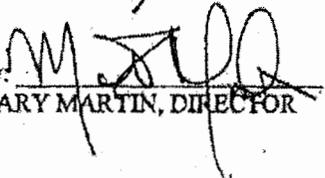
APPROVED:

 7-17-2015
OSCAR S. RODRIGUEZ
CITY FINANCE DIRECTOR

CONTRACTOR:
SANTA FE ANIMAL SHELTER, INC.

By: 
RODDEY BURDINE, PRESIDENT

6-30-2015
DATE

By: 
MARY MARTIN, DIRECTOR

6-30-2015
DATE

N.M. Taxation & Revenue
CRS #01-505915004
City of Santa Fe Business
Registration # 10-65540

REQ. # ~~20134561~~
~~20134735~~ ITEM # 12-0469
CITY OF SANTA FE 7-31-12

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The City shall:

- (1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987. If contact cannot be made, the Contractor will be notified.
- (2) Mark all City animal patrol vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles.
- (3) Complete in writing, information on the impound cards including the time and the exact location at which the animal was impounded.
- (4) In regards to animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner of the animal is known and is not present at the time of impound, the City will complete the form with information, but without the signature.
- (5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours or scope of capability. The City accepts that the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented.

B. The Contractor shall provide the following services for the City:

- (1) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such animal to the New Mexico Department of Public Health in order that the department may arrange for laboratory determination of whether or

not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.

(2) Accept an average of one hundred (100) stray dogs and cats per month that are brought to the animal shelter by the City, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray dogs and cats exceeds one hundred and twenty (120) in a given month the City will be billed separately at the Contractor's daily impound rate, currently twenty dollars (\$20.00) per day, per animal.

(3) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found or another managed cat colony.

(4) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.

(5) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. After the expiration of the legal holding time, all animals become the property of the Contractor.

(6) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently twenty dollars (\$20.00) per day, per animal.

(7) The Contractor will continue to assume responsibility for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. The Contractor shall set licensing fees with the City's Animal Services approval.

(8) Comply with all the provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.B. of the Animal Control Ordinance.

- (9) Provide monthly status reports, as well as individual animal records to the City.
- (10) Collect and retain all animal boarding fees and costs.

2. STANDARD OF PERFORMANCE: LICENSES

- A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.
- B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

→ A. In consideration of its obligations under this Agreement the City shall pay to the Contractor, a total sum not to exceed one hundred fifty-seven thousand, nine hundred seventy-seven dollars and sixty cents (\$157,977.60), inclusive of applicable gross receipts taxes and exclusive of additional boarding charges described in Article 1, paragraphs B2 and B6 of this Agreement. Payment shall be made for services actually rendered at a rate of thirteen thousand one hundred sixty-four dollars and eighty cents (\$13,164.80) per month. Payment is due within thirty (30) days after invoice date.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt, approval, and acceptance by the City of invoices from the Contractor. Detailed reports of services completed will be made available upon request.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

→ 5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by both parties and terminate on June 30, 2015, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall upon request turn over to the City copies of all documents related to the intake of city animals prepared under this Agreement.

B. This Agreement may be terminated by the Contractor upon 30 day written notice to the City.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1 SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written

consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of the amount required under the New Mexico Tort Claims Act.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's provision of services under this agreement.

14. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall

claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

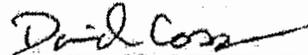
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Police Department
2515 Camino Entrada
Santa Fe, NM 87507

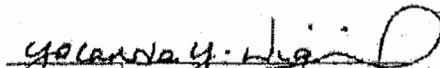
Contractor:
Santa Fe Animal Shelter & Humane
Society, Inc.
Attn: Executive Director
100 Caja del Rio Rd.
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

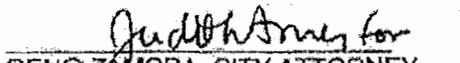
CITY OF SANTA FE:


DAVID COSS, MAYOR

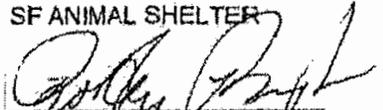
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
6/27/12

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY
5/30/12

CONTRACTOR:

SF ANIMAL SHELTER

RODDEY BURDINE, PRESIDENT

DATE: 6-5-12


MARY MARTIN, DIRECTOR

DATE: 6-5-12

APPROVED:


DR. MELVILLE L. MORGAN,
FINANCE DIRECTOR

7/2/12

12188.51033
Business Unit/Line Item