

This First AMENDMENT (hereinafter this "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2020,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, a political subdivision of the State of Arizona, of 211 West Aspen Avenue, Flagstaff, Arizona 86001, (hereinafter the "City"),

AND

PAW PLACEMENT OF NORTHERN ARIZONA doing business as HIGH COUNTRY HUMANE an Arizona Non-Profit 501(C)(3) Organization located at P.O. Box 942, Flagstaff, AZ 86002(hereinafter the "Independent Contractor or IC"),

WHEREAS:

- A. The County, City and the Independent Contractor entered into an agreement commencing on the 16th day of October 2018, for the Independent Contractor to provide Animal Sheltering Services per Arizona Revised Statutes § 11-1013(hereinafter the "Agreement"); and
- B. The parties have operated pursuant to the Agreement since that date and have identified necessary changes to operations;

THEREFORE, in consideration of their mutual promises in the Agreement, the County, the City and the Independent Contractor agree as follows:

**Section I, Services Agreement, is amended to add the following language:**

Definitions:

- i. Stray Animal – A dog or cat running at large with no identification tag and no known owner brought in by the public, police officer, sheriff deputy, animal control officer or animal management officer.
- ii. Unwanted Animal – An abandoned dog or cat brought into a shelter by an individual that is not the principle owner of the animal and cannot keep the animal (i.e. the owner passed away and a relative is unable to care for the pet; a tenant moves out of a rented property and leaves a pet behind.)
- iii. Owner Surrender – The owner of a dog or cat wants to relinquish ownership of their animal. NOTE: owner surrenders will be subjected to managed admissions and the owner may be charged a fee by Independent Contractor.

- iv. Managed Admissions – Thoughtful process whereby admission of animals into a shelter is scheduled based on the shelter’s capacity to provide humane care and assure the best and most appropriate outcome for each animal admitted. Managed admissions apply only to owner surrenders. Fees may be charged by Independent Contractor.
- v. Do Not Return to Owner Animal – As referenced in Coconino County Health and Human Services (CCHHS) Animal Management procedures, a Do Not Return to Owner Animal is an animal that an Animal Management Officer has allowed the owner to sign over to (CCHHS) Animal Management in order to permanently remove the animal from the property. The animal will not be returned to the owner/property.
- vi. Unincorporated Coconino County Resident – Individuals living outside the City of Flagstaff, City of Page and City of Williams and including tribal lands.

29. City of Flagstaff Police occasionally needs assistance with stray livestock. The Independent Contractor will assist the City of Flagstaff Police with finding transport and or housing the strays. All costs associated with the assistance and service will be paid by the City of Flagstaff Police Department separately. The contractor will handle paying the subcontractor providing the service as needed.

**Paragraph 3 of Section I is amended as follows:**

3. Receiving unwanted and stray dogs and cats from unincorporated Coconino County residents and City of Flagstaff residents at the discretion of the Independent Contractor.

- i. Owner surrenders of dogs and cats will be referred directly to Independent Contractor by County and/or City of Flagstaff personnel. Independent Contractor will call owners requesting to surrender their dog or cat and managed admissions will apply. City of Flagstaff Animal Control and County Animal Management will only bring an owner surrender dog or cat to Independent Contractor if owner is unable to transport and Independent Contractor has requested a transport. There may be certain circumstances that warrant a City of Flagstaff Animal Control Officer or County Animal Management Officer to accept an owner surrender that is outside the definition of a “Do not return to owner animal”. Independent Contractor will be notified of situation prior to bringing dog or cat to shelter.
- ii. The Independent Contractor shall receive:
  - a. Dogs and cats brought in as strays-by the public (during normal hours of operation, the County Animal Management Officers and the City Animal Control Officers, including police officers, in the performance of their duties 24 hours a day, and place a hold on said animals for at least 72 hours as per A.R.S. § 11-1013;
  - b. Owner arrest, hospital cases and abandoned animals from County Animal Management Officers and City Animal Control Officers. In such cases, the

definition of animals will be extended to include dogs, cats, pocket pets, birds and reptiles. Information regarding the incarcerated owner or the owner being hospitalized must be entered into the Independent Contractor's database by County and/or City of Flagstaff personnel. Information will include but not limited to address, phone number, date of incarcerated or hospitalization, release date if known, next of kin or a contact person when possible and any special circumstances regarding the care of the animal being housed. Animals brought in due to owner arrest or hospitalization cases will not be charged a redemption fee; however, the independent contractor may charge boarding fees. Hospital cases, arrest cases and abandoned animals will be held for 7 days.

- c. Independent Contractor will send a letter to the incarcerated individual at the City of Flagstaff - Coconino County Jail informing them that they have seven days from the time their animal was brought into the shelter to make arrangements to have the animal picked up. If the animal is not picked up by day seven, the animal will become property of the Independent Contractor. Hospitalization cases where animals need to be cared for at the shelter will be handled on a case by case basis. Independent Contractor will have direct contact with hospitalized individuals (or their representative) and determine the length of stay of the animals at the shelter or make arrangements with the owner's family members or friends to pick up and care for the animals, if possible.

**Paragraph 26 of Section I is amended as follows:** 26. Apply, obtain, and maintain a Shelter Operating License from the Coconino County Animal Management Program and follow the regulations in the Coconino County Keeping of Animals Ordinance 2012-12. License fees will apply and routine inspections for compliance with will be conducted.

**Section III, Compensation, is amended to add the following language:**

Compensation for FY21 and FY22 shall include a \$145,000 per year increase, contingent upon County Board of Supervisors and City Council budget approval for each fiscal year. If approved for those fiscal years, the County portion increase shall be \$65,800 (\$5,483 per month) and City portion increase paid to the County shall be \$79,200 (\$6,600 per month); and a one-time payment of \$48,322 to be paid in FY 2020. County's portion shall be \$21,749 and City portion paid to the County shall be \$26,573.

First payment for service to be effective 1/1/2019

County will pay capital costs for improvements in amount of **\$40,080** upon date of agreement.

Any price adjustment must be approved in writing by mutual written consent of the parties, and price adjustments shall be negotiated based on the Consumer Price Index for all Urban Consumers (CPI-U), using the detailed expenditure category "Pet Services including veterinary" and calculating the average under the seasonally adjusted percent change.

Performance accountability will be jointly considered by the County and City at the time of any annual price adjustment.

Price adjustments must be requested by January 30<sup>th</sup> of the calendar year, in order to meet the Agencies budget process timelines.

**Section XI, Certification Pursuant to A.R.S. § 35-393.01, is amended as follows:**

If Independent Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Independent Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above amended terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

PAW PLACEMENT OF NORTHERN AZ  
dba: High Country Humane

COCONINO COUNTY

By \_\_\_\_\_

By \_\_\_\_\_

Kenneth Lamm  
Chair, Board of Directors

Elizabeth C. Archuleta  
Chair, Board of Supervisors

ACKNOWLEDGED before me  
by (Name) as (title) of and for  
(Independent Contractor) on  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Deputy County Attorney

CITY OF FLAGSTAFF

By \_\_\_\_\_  
Coral Evans  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney