

This SECOND AMENDMENT TO THE INTERGOVERNMENTAL AND THIRD-PARTY AGREEMENT is made this \_\_\_\_\_ of \_\_\_\_\_, 202\_\_.

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”).

WHEREAS:

- A. The County, pursuant to A.R.S. § 11-1013, may provide for animal shelter services through a county animal sheltering facility;
- B. The City provides animal shelter services pursuant to Flagstaff City Code Section 6-02001-0002;
- C. The City and the County, pursuant to A.R.S. §§ 11-952 and 11-1013, may enter an intergovernmental agreement to provide for animal shelter services through a county animal shelter facility;
- D. The County received by donation the property located at 11665 N. US Highway 89, Flagstaff, Arizona 86004, and all associated facilities and grounds (hereinafter “Property”) from the Second Chance Center for Animals Foundation;
- E. Pursuant to the deed transferring title in the Property to the County, for a period of thirty (30) years from the date of the transfer. The primary use of the Property will be for animal care and management;
- F. In fulfilling the intent of the donation, the County wishes to utilize the Property in a manner to encourage the self-sufficiency of an independent contractor who can provide animal sheltering services as well as extended services beyond those required by law for the benefit of the community;
- G. The County has entered into a concurrent agreement with the City of Flagstaff to work together to obtain animal sheltering services through a single joint request for proposals and subsequent agreement;

- H. The County and City of Flagstaff jointly issued Request for Proposals 2018-107 to obtain animal shelter services consistent with Arizona Revised Statutes Title 11, Chapter 7, Article 6, and Title 9, Chapter 4, Article 8, to be provided at the Property;
- I. The Independent Contractor submitted the successful proposal;
- J. The Independent Contractor is ready, willing, and able to provide the Services to both the County and the City at the County-owned facility;
- K. The County grants the Independent Contractor a license to use this property during the term of this Agreement pursuant to this Agreement;
- L. This Agreement also serves as the license for the Independent Contractor to use the property as stated herein;
- M. Independent Contractor will maintain a valid and active Shelter Permit pursuant to Coconino County Keeping of Animals Ordinance 2021-10 as stated herein;
- N. On June 23, 2020, the Parties entered into a First Amendment amending certain provisions of the Agreement;
- O. The Parties desire to enter into a Second Amendment modifying the terms and conditions of the Agreement;
- P. For purposes of clarity, the terms and conditions contained in the Second Amendment shall amend and supersede the terms and conditions of the Agreement and First Amendment. From this point forward, the contractual arrangement between the Parties shall be referred to as “the **Agreement**”.

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

I. Services Agreement.

A. Definitions:

1. Abandoned Animal – Dogs or cats, or pocket pets brought into a shelter by an individual that is not the principal owner of the animal and cannot keep the animal (i.e., a tenant moves out of a rented property and leaves a pet behind).
2. County or City Representative – Coconino County Animal Management Officer, representative of Coconino County Health and Human Services, Coconino County Sheriff’s Officers, City of Flagstaff Animal Control Officer, City of Flagstaff Police Officers, and City of Flagstaff Police Aides.
3. 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 a City or County Representative has allowed the

owner to voluntarily sign over to CCHHS Animal Management or a City of Flagstaff Animal Control Officer in order to permanently remove the animal from the property. The animal will be forfeited to the Independent Contractor and shall not be returned to the owner/property. Examples are cases of neglect, cruelty, disabilities or unable to care, and public safety.

4. Facility – All physical structures, grounds, and landscaping.
  5. Livestock – Horses, sheep, goats, swine, mules, and donkeys.
  6. 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.
  7. 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; however, the Independent Contractor will take back animals they have adopted out within (1) one month without requiring that the surrendering owner complete the managed admissions process. The surrendering owner may be charged a fee by Independent Contractor.
  8. Small Critter – Small pets such as, but not limited to, reptiles, birds, hamsters, gerbils, guinea pigs, domestic rabbits, mice, and rats.
  9. Stray Animal – A dog or cat running at large with no identification tag and no known owner brought in by the public, or a County or City Representative.
  10. Stray Livestock – Farm animals considered an asset whose owner is unknown.
  11. Unincorporated Coconino County Resident – Individuals living outside the City of Flagstaff, City of Page, and City of Williams, and including tribal lands.
- B. Scope of Work: The Independent Contractor shall provide animal shelter services (hereinafter “Services”), which shall consist of:
1. Maintaining and operating an animal shelter in accordance with the American Society for the Prevention of Cruelty to Animals (ASPCA) Shelter Care Checklists: Putting Association of Shelter Veterinarians (ASV) Guidelines into Action, attached hereto as Exhibit #1.
  2. Implementing the “Must” standards as defined on the ASPCA website referenced above in each of the following areas to assure the delivery of acceptable and humane animal care:
    - a. Management and Record Keeping
    - b. Facility Design and Environment

- c. Population Management
  - d. Sanitation
  - e. Medical Health and Physical Well-Being
  - f. Enclosures
  - g. Socialization and Interaction with Animals
  - h. Group Housing
  - i. Animal Handling
  - j. Euthanasia
  - k. Spaying and Neutering
  - l. Animal Transport
  - m. Public Health
3. Taking the following actions:
- a. Receiving dogs, cats, and small critters **directly** from the County and City Representatives.
    - i. Independent Contractor will receive dogs, cats, or small critters delivered by County and City Representatives in the performance of their duties twenty-four (24) hours a day.
    - ii. The County or City Representative will enter information regarding the location where the stray animal was found into the Independent Contractor's database or on a paper form.
    - iii. Independent Contractor will place a hold on said animals without a microchip or wearing a license or any other discernible form of owner identification for at least seventy-two (72) hours as per A.R.S. § 11-1013.
    - iv. Independent Contractor will place a hold on said animals with a microchip or wearing a license or any other discernible form of owner identification for at least one hundred twenty hours (120) hours as per A.R.S. § 11-1013.
  - b. Receiving dogs, cats, and small critters **surrendered** from unincorporated Coconino County residents and City of Flagstaff residents.
    - i. When a County or City Representative receives a request from an owner to surrender a dog, cat, or small critter, the County or City Representative will instruct the owner to coordinate with the Independent Contractor directly.
    - ii. Regarding small critters, the Independent Contractor would have the discretion to accept the surrender.
    - iii. Upon receiving written notice of a request for an Owner Surrender, Independent Contractor will call the owner of the dog, cat, or small critter within seventy-two (72) hours of the request to surrender. Managed admissions will apply.

- iv. To complete the Owner Surrender, the owner must fill out an Owner Surrender form when bringing the dog, cat, or small critter to the shelter. The Independent Contractor will provide the form.
  - v. The County or City Representative will only transport an Owner Surrender dog, cat, or small critter to Independent Contractor if the owner is unable to transport and Independent Contractor has requested a transport.
  - vi. Where there is a “Do not return to owner animal” circumstance, Independent Contractor will be notified of the situation prior to the County or City Representative bringing the dog, cat, or small critter to the shelter.
  - vii. Surrendered dogs, cats, or small critters immediately become the property of Independent Contractor.
- c. Receiving **stray** dogs, cats, or small critters from unincorporated Coconino County residents and City of Flagstaff residents.
- i. Dogs, cats, or small critters without a microchip or wearing a license or any other discernible form of owner identification brought in as strays by the public during normal hours of operation will be placed on a hold for at least seventy-two (72) hours as per A.R.S. § 11-1013.
  - ii. Dogs, cats, or small critters with a microchip or wearing a license or any other discernible form of owner identification brought in as strays by the public during normal hours of operation will be placed on a hold for at least one hundred twenty hours (120) hours as per A.R.S. § 11-1013.A
- d. Receiving dogs, cats, or small critters that have **arrest holds for their owners**.
- i. County and City Representatives will carry 3-part carbon copy forms created by the County and the City. One copy of the form will be provided to an incarcerated individual at the time of their arrest, one copy will remain with the County or City Representative, and one copy will go with the animal to the Independent Contractor. The form will describe the location and contact information for the Independent Contractor. Further, the form will detail the need for the individual to make contact with the Independent Contractor to retrieve the dog, cat, or small critter from the Independent Contractor within seven (7) days of incarceration. Failure to retrieve the animal at the end of the seven (7) day holding period will result in the dog, cat, or small critter becoming the property of the Independent Contractor.
  - ii. Upon coming into custody of such animals, the County or City Representative will deliver the dog, cat, or small critter to Independent Contractor. The County or City Representative will enter information regarding the incarcerated owner into the Independent Contractor’s database or on a paper form. This information will include, but is not limited to, address, phone number, date of incarceration, 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.

- iii. Dogs, cats, or small critters brought in under arrest holds will not be charged a redemption fee; however, the Independent Contractor may charge a boarding fee.
  - iv. Independent Contractor arrest holds of dogs, cats, or small critters will be for seven (7) days.
- e. **Hospital holds** for dogs, cats, or small critters.
- i. Upon coming into custody of a dog, cat, or small critter under a hospital hold, the County or City Representative will deliver the dog, cat, or small critter to Independent Contractor. The County or City Representative will enter information regarding the individual in the hospital into the Independent Contractor's database or on a paper form. This information will include, but is not limited to, address, phone number, date of 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.
  - ii. Where there is a hospital hold for a dog, cat, or small critter, the Independent Contractor will analyze the care that is necessary at the shelter on a case-by-case basis. Independent Contractor will have direct contact with hospitalized owners (or their representatives) in order to determine the length of stay of the dog, cat, or small critter at the shelter or make arrangements with the owner's family members or friends to pick up and care for the animal, if possible.
  - iii. Under a hospital hold for a dog, cat, or small critter, the Independent Contractor will hold the animal for seven (7) days. After the seven (7) day hold, these animals will become the property of Independent Contractor, unless special arrangements are made with the Independent Contractor.
- f. Holds when the **owner has died** leaving dogs, cats, or small critters.
- i. Upon coming into custody of such animals, the County or City Representative will deliver the dog, cat, or small critter to Independent Contractor. The County or City Representative will enter information regarding the owner who has died into Independent Contractor's database or on a paper form. This information will include, but is not limited to, address, phone number, date of death if known, next of kin or a contact person when possible, and any special circumstances regarding the care of the animal being housed.
  - ii. Where the owner has died, leaving a dog, cat, or small critter, the Independent Contractor will hold the animal for seventy-two (72) hours.

After the seventy-two (72) hour hold, the animals will become the property of Independent Contractor.

4. Independent Contractor will:
  - a. Consider requests of County and City Representatives for extended holds on impounded or injured animals with identified owners. Independent Contractor's approval will be dependent on the animal's health, disposition, and shelter capacity.
  - b. Maintain an emergency response telephone line after shelter business hours that will allow Independent Contractor to dispatch a call for triage within 30 minutes following a call for service.
  - c. Provide emergency veterinary care for sick and injured animals received from County and City Representatives.
  - d. Hold injured and stable stray animals that have received emergency veterinary care and have been signed into the Independent Contractor's shelter for a minimum of seventy-two (72) hours.
  - e. Provide and administer medications to any animal at the shelter as prescribed by the veterinarian.
  - f. Provide isolated areas for any animal who has been diagnosed with a contagious disease that may place other animals at risk for contracting the contagion or for any animal that has been severely injured and requires constant supervision and care.
  - g. Establish cash control procedures for collecting all license and redemption fees as mandated by County and City ordinances. License fees shall be collected and remitted to the County on a monthly basis. Redemption fees shall be collected for both County and City and shall be remitted to the County and City monthly, along with supporting documentation on the 15th day of the month. The County and City reserves the right to conduct a site visit of the Property and audit Independent Contractor's financial records related to the Agreement at any time with seven (7) days written notice.
  - h. Provide DAPP, Bordetella, FVRCP or appropriate shots to all animals brought into the shelter by County and City Representatives, and by unincorporated Coconino County and City of Flagstaff residents, except, those animals to be humanely euthanized upon arrival.
  - i. Bite cases will be quarantined and managed by staff only and not volunteers.
  - j. Alter all dogs and cats as part of the adoption process per A.R.S. § 11-1022.

- k. Maintain compliance with A.R.S. § 11-1021 to humanely euthanize and dispose of animals and follow the euthanasia policies as set forth by the ASV when:
  - i. Directly requested by the owner of the animal. Independent Contractor may charge a fee to owner.
  - ii. The County or City Representative has followed the procedure of Coconino County Health and Human Services Policy #: AM-2022-19, “*Officer Requested Euthanasia of Dog*,” attached hereto as Exhibit #2. The Independent Contractor will not foster out or put up for adoption animals that have been recommended for euthanasia under Policy #: AM-2022-19.
  - iii. The County or City Representative provides the Independent Contractor a signed court order stating that an animal is ordered to be humanely euthanized due to aggression or biting.
- l. Rabies Vaccination:
  - i. Vaccinate Stray Animals that are claimed by the owner who is unable to provide proof of rabies vaccination before allowing the animal to leave the Independent Contractor’s shelter. Independent Contractor may charge a fee to owner. All adopted and transferred animals of the appropriate age will be vaccinated for rabies.
  - ii. Animals that are hospital cases, meaning they were transferred to the Independent Contractor due to an owner being in an accident or having been admitted to the hospital, will be exempt from the rabies requirement unless the owner requests a rabies vaccination. These animals do not fall within the “Stray Animal” definition as they were not picked up as a stray by County or City Representative and there is not State, County, or City violation of law. Animals will not be withheld from the owner due to inability to pay the fees incurred by the Independent Contractor.
  - iii. Animals that are under a rabies bite quarantine shall not be placed in foster care due to public health risk.
- m. Provide a working computer or tablet for the County and City Representative to enter cases into the Independent Contractor’s database or on a paper form. Independent Contractor will ensure the computer/tablet is up to date and works appropriately.
- n. Provide space for County and City Representatives to prepare rabies specimens. All needed equipment for rabies processing will be provided and maintained by Coconino County. The Independent Contractor will not encroach upon or utilize the designated area. Only County and City Representatives will be allowed within the rabies processing area.

- o. Maintain compliance with all federal, state, county, and municipal laws, ordinances, rules, or regulations applicable to the operation of a shelter and the care and maintenance of animals under the care of Independent Contractor. Specifically, including all laws pertaining to humane treatment, euthanasia, spay/neuter, and the reclaiming or adoption of animals.
- p. Provide a permanent enclosed area that is accessible 24/7 for the intake of animals from County and City Representatives. The Independent Contractor will have support staff available through an emergency response telephone line when the shelter is closed to provide assistance unloading an aggressive animal that a County or City Representative is not comfortable unloading themselves. The Independent Contractor may have a delayed response due to staffing not being on the Property.
- q. Animal Cruelty:
  - i. Upon request of the County or City Representative, conduct animal cruelty physical exams to support or unsubstantiate a claim of animal abuse. All reports and findings shall be submitted to the County or City Representative on agreed upon forms and utilizing submission protocols of the County or City.
  - ii. County and City cruelty cases that are held by Independent Contractor may be placed in foster care to provide a safe and stress-free environment during court proceedings. Independent Contractor will get approval from the County or City Representative prior to foster placement. Independent Contractor will provide the name and address of the foster care provider to the County or City Representative involved.
- r. Collaborate with the County and City to provide public education on the Independent Contractor's website, social media, or pamphlets. County and City also agree to share Independent Contractor information on their website and through social media channels. Participate in County and City events and requests for educational materials to include:
  - i. Public education regarding rabies, pet care, bite safety, etc. The County and City will provide informational handouts if they would like Independent Contractor to distribute.
  - ii. Adoption Services available through Independent Contractor.
  - iii. Information on the importance of spaying and neutering animals.
  - iv. Information on low cost spay and neuter opportunities within the community.
  - v. How to report lost and found animals.

- vi. Provide pet food bank information/options for low-income residents.
- vii. Information on low-cost euthanasia services for pets of Coconino County residents.
- viii. Information on Trap, Neuter, Spay, Release (TNR) options for Coconino County residents.
- s. Provide read only access to County and City Representatives for the shelter database from offsite locations.
- t. Apply for, pay for, obtain, and maintain a Shelter Permit from Coconino County Health and Human Services Animal Management Program and follow the regulations in the Coconino County Keeping of Animals Ordinance 2021-10. The County will conduct routine inspections for compliance with the Shelter Permit.
- u. Provide for membership for both a County and a City designee on the Independent Contractor's Board of Directors.
- v. Assist City Representatives with Stray Livestock, including finding transport and or housing for the Stray Livestock. All costs associated with the assistance and service will be paid by the City; however, Independent Contractor will administer the payment of any necessary subcontractors.
- w. Offer one (1) year of County licensing for a dog under the current fee schedule maintained by the County for altered dogs and unaltered dogs for customers adopting from Independent Contractor or animals that are being redeemed by owner. Independent Contractor may add a convenience fee to the cost that does not exceed \$3.00 per license. Proof of rabies will be required for a dog license from the County. The County will provide license tags to Independent Contractor.

II. License:

- A. The County hereby grants Independent Contractor a License to use the Property for the purposes of providing the services described in this Agreement.
- B. This License includes the use of any and all facilities, equipment, and personal property at or on the Property, including the grounds and the mobile home located on the Property.
- C. The License shall be effective so long as this Agreement is in effect and, correspondingly, shall terminate in the event this Agreement terminates.
- D. Terms of Independent Contractor's Use
  - 1. Independent Contractor shall have access to and may conduct operations as described in the Agreement utilizing the entire Property and all existing structures and grounds contained therein.

2. The County shall have access to the entire Property for any scheduled maintenance, inspections, and County use that does not conflict with the Independent Contractor's operations. Notice of scheduled maintenance and building inspections will be given by the County to Independent Contractor at least three (3) days prior to onsite activities.
3. Independent Contractor shall manage, operate, and maintain any specialty items or equipment owned or leased by Independent Contractor in the provision of services pursuant to this Agreement.
4. Independent Contractor shall not make any modifications to the physical structure of the facility without prior approval from the County Facilities Management Department.

E. General Maintenance, Repair, and Improvements

1. Coconino County Facilities Management Department will meet with Independent Contractor on a quarterly basis to inspect the building and discuss maintenance or concerns.
2. Independent Contractor will maintain the Property in good condition during the term of this Agreement and perform needed maintenance and repairs on those items listed below, including:
  - a. Appliances
  - b. Furnishings
  - c. Fixtures
  - d. Plumbing, such as leaks and clogs
  - e. Water heaters
  - f. Electrical issues, including such items as bulbs
  - g. Security system
  - h. Communication system-analog phone line to building
  - i. Landscaping
  - j. Interior and exterior general maintenance on all structures and grounds.
2. Independent Contractor shall be responsible for all utility costs including: Doney Park Water, APS Electric, Unisource Gas, Fire Alarm Monitoring service contract, and quarterly elevator servicing contract.
3. Independent Contractor occupancy shall maintain compliance with all laws, ordinances, and health and zoning codes throughout the term of this Agreement.
4. Independent Contractor shall be responsible for and shall repair and replace the following systems and structural components on behalf of the County as defined in the Compensation section below:
  - a. HVAC Systems
  - b. Plumbing system/bathroom fixtures

- c. Fire extinguishers
  - d. Exterior lighting
  - e. Electrical lines
  - f. Exterior walls, roof, and parking surfaces
  - g. Irrigation systems
  - h. Septic systems and all water alternate systems, i.e., cistern
  - i. Mobile home structure, electrical, septic system, and plumbing systems.
5. If there is insufficient funding to repair or replace any of the systems or structural components listed above, Independent Contractor will consult with the County to determine an advisable scope of work for critical replacements and to determine fair additional compensation from the County in order to maintain the structural and systems integrity of the County-owned property.
  6. Independent Contractor understands that its use of the Property is not exclusive. Should the County wish to utilize the Property, it will coordinate with Independent Contractor to avoid any interference with Independent Contractor's operations.
  7. The County shall maintain the right to issue licenses for use of portions of the premises to third parties for the benefit of shelter operations and will consult with Independent Contractor prior to the third-party license being issued.

### III. Compensation:

#### A. Joint Responsibilities for Jurisdictions for FY2022-23 (July 1, 2022, through June 30, 2023).

1. For FY2022-23, the County and City agree to pay an amount not to exceed \$900,000 (\$75,000 per month).
  - i. For FY2022-23, the County portion paid to Independent Contractor shall be fifty-five percent (55%) of the compensation or \$495,000 (\$41,250 per month). The County shall remit \$41,250 per month directly to Independent Contractor.
  - ii. For FY2022-23, the City portion paid to Independent Contractor shall be forty-five percent (45%) of the compensation or \$405,000 (\$33,750 per month). The City shall remit \$33,750 per month directly to Independent Contractor.
2. The County and City will pay yearly maintenance costs in the amount of \$24,780 annually. The County portion will be \$12,390 and the City portion will be \$12,390, paid once annually. The City shall remit the \$12,390 directly to Independent Contractor and the County shall remit \$12,390 directly to Independent Contractor annually.

B. See Addendum A for County compensation terms beginning July 1, 2023.

C. See Addendum B for City compensation terms beginning July 1, 2023.

IV. Term of Agreement:

- A. The original term of this Agreement is for the period from the 16th day of October 2018, through the 30th day of June 2024.
- B. Under the original term of the Agreement, the Agreement may be renewed for up to one (1) additional, five (5) year extension by mutual written consent of the parties.
- C. See Addendum A for County Terms of Agreement.
- D. See Addendum B for City Terms of Agreement.

V. Performance Measures:

- A. Independent Contractor will meet with the County and City a minimum of four (4) times annually to review performance and discuss any problems or concerns.
- B. Independent Contractor will provide documentation of staff training when requested within forty-eight (48) business hours.
- C. Education and Public Outreach. Independent Contractor will hold an average of two (2) educational services and public outreach events per month, including adoption services available, importance of spaying and neutering animals, information on resources for low cost spay and neuter opportunities, how to report lost and found animals, pet food bank information and options for low-income residents, information on low cost euthanasia services for pets of County and City residents, and information on Trap, Neuter, Spay, Release (TNR) options for County and City residents.
- D. Tracking and Reporting. Independent Contractor will submit monthly reports to the County and the City describing each month's activities, including fees collected, response to emergency call-outs, number of animals impounded, number of spay/neuter services, and the disposition of all animals from unincorporated Coconino County and the City of Flagstaff by the 15th day of the following month.
- E. Prevent shelter overflow. Within thirty (30) days of execution of this Agreement, Independent Contractor will provide a written policy regarding how it will:
  - 1. Manage dogs/cats that have not been claimed, adopted, or transferred after their initial hold and an average of fifteen (15) days.
  - 2. House animals with necessary legal holds, such as rabies quarantine, cruelty cases, hospital, and arrest holds respecting the requests of County and City officials.
  - 3. Ensure that there is occupancy at the shelter to allow County and City Representatives to drop off animals twenty-four (24) hours a day.
  - 4. Ensure that there is occupancy for animals located within Coconino County for all defined contracted intake types.

- F. Emergency Services. Within thirty (30) days of execution of this Agreement, Independent Contractor will provide a written policy regarding how it will:
1. Maintain an emergency response telephone line that will allow Independent Contractor to dispatch a call for triage within thirty (30) minutes following a call for service from County and City Representatives.
  2. Provide one (1) specific course of action for County and City Representatives to follow when they encounter a sick or injured animal that needs assistance.

VI. Termination:

Any party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other parties. In that event, the termination date shall be the ninetieth (90th) day after furnishing proper notice to the other party. Independent Contractor shall be paid for any work completed up to the date written notice of termination is sent to the other parties by first class mail.

VII. Non-renewal by County or City:

If the County or the City opts not to renew this contract at the end of the original term, this Agreement remains binding on the Independent Contractor and the remaining jurisdiction.

VIII. Disposal of Personal Property:

Upon termination or expiration of this Agreement, Independent Contractor will, within ninety (90) days, remove Independent-Contractor-owned equipment. Any permanent improvements remaining on the Property will become the property of the County unless otherwise agreed to in writing by both parties.

IX. Insurance:

Independent Contractor will provide and maintain and cause its subcontractors to provide and maintain appropriate insurance acceptable to the County and City. Prior to providing services, Independent Contractor will provide the County and City with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified below for the effective term of this renewal.

- A. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations, and shall include the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- B. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles.” Such insurance shall include coverage for loading and unloading hazards.
- C. Veterinarian’s Professional Liability (if applicable) in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the Agreement or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.
- D. Worker’s compensation and statutory Arizona limits for employer’s liability limits of \$1,000,000 for each accident/\$1,000,000 for disease on each employee/\$1,000,000 policy limit for disease. The insurer must agree to waive all rights of subrogation against the County or City, their officers, agents, employees, and volunteers for losses arising from work performed by Independent Contractor for the County or City.
- E. Volunteer accident insurance in an amount not less than \$100,000 payable to volunteers for bodily injury due to their work in the scope and service of Independent Contractor’s organization while on the premises of 11665 N Highway 89 building, and not covered by any other available medical insurance. *See also* subsection G shown below.
- F. Provide a waiver signature form for volunteers to acknowledge they waive any right to recovery from Independent Contractor, Coconino County or City for bodily injury, including disease, dismemberment, or death which may occur as a result of their participation in volunteer activities for Independent Contractor. Minors must also have parent or adult guardian sign waiver form. Maintain a copy of signed volunteer waivers for at least 10 years from the date of signature for adults and for 10 years from the age of majority for minors. (Recommend no volunteers below age 12.)
- G. Independent Contractor will name the County and City, their agents, officials, and employees as additional insureds for general liability, including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability and pollution liability, and will specify that the insurance afforded by Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County or City, any department, or any employee will be excess coverage and not contributory insurance to that provided by Independent Contractor. Said policies must contain a severability of interest provision. County and City reserve the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

X. Indemnification:

Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend, and save harmless the County and City and/or any of their agents, officials, and employees from any and all claims, demands, suits, actions, proceedings,

losses, costs, and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County or City on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Licensee, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or City or their employees.

XI. Independent Contractor's Status:

Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County or City.

- A. Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. Independent Contractor will operate as an independent entity and none of the employees of Independent Contractor are to be considered employees of Coconino County or City of Flagstaff. Independent Contractor employees are not eligible for Coconino County or City of Flagstaff group health insurance or other benefits.
- C. Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.
- D. In performance of services within this Agreement, Independent Contractor shall determine his/her necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent Contractor may determine to be necessary, for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Independent Contractor.
- E. Independent Contractor has no authority to enter into contracts or agreements on behalf of the County or City. This Agreement does not create a partnership between the parties.

XII. Immigration and Scrutinized Business:

- A. Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S § 23-314(A).
- B. A breach of warranty under paragraph (A) above shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. The County and City retain legal rights to inspect the papers of Independent Contractor or any of its subcontractors who work on the Agreement to ensure that the Licensee or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.
- D. Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.
- E. False certifications may result in the termination of this Agreement.

XIII. Certification Pursuant to A.R.S. § 35-393.01:

If Independent Contractor engages in for-profit activity and has ten (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.

XIV. Forced Labor of Ethnic Uyghurs:

If Independent Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Independent Contractor certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Independent Contractor becomes aware during the term of the Agreement that it is not in compliance with the written certification, the Independent Contractor shall notify the County and City within five (5) business days after becoming aware of the noncompliance. If the Independent Contractor does not provide the County and City with a written certification that the Independent Contractor has remedied the noncompliance within 180 days after notifying the County and City of the noncompliance, this Agreement terminates, except that if the termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date.

XV. Non-Appropriation of Funds:

Notwithstanding any other provisions in this Agreement, the Agreement may be terminated if the County's or City's governing bodies do not appropriate sufficient monies to fund its

obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. Upon such termination, the County and City shall be released from any obligation to make further payments and shall not be liable for cancellation or termination charges.

XVI. Amendment and Entirety of Agreement:

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes any previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and other communications between the parties. It may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of the parties.

XVII. Records:

Independent Contractor will:

- A. Submit all reports and invoices specified in this Agreement.
- B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute, or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes, or audits have been finally resolved. All Records will be subject to inspection and audit by the County and City at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XVIII. Approval by the County and City:

Before this Agreement can become effective and binding upon the County or City, it must be approved by both the County Board of Supervisors or their authorized delegate, and the Flagstaff City Council or their authorized delegate. In the event the County or the City fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIX. Waiver:

The failure of any party at any time to require performance by the other parties of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by any party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XX. Non-Assignment:

This Agreement and Shelter Permit is non-assignable. Any attempt to assign any of the rights, duties, or obligations of this Agreement or Shelter Permit is void.

XXI. Cancellation of Agreement:

This Agreement may be cancelled by the County or City pursuant to A.R.S § 38-511.

XXII. Non-Discrimination:

Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations prohibiting discrimination.

XXIII. Notice:

Any notice given in connection with this Agreement must be given in writing and delivered by hand to the other parties or by certified mail return receipt to the party's place of business as set forth above.

XIV. Choice of Law:

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XV. Severability:

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XVI. Controlling Documents:

To the extent there exists any conflict between this Agreement, and Independent Contractor's response, this Agreement shall control over the RFP, and the RFP shall control over Independent Contractor's responses thereto.

XVII. Force Majeure:

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

XVIII. Authority:

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date herein-  
before indicated.

PAW PLACEMENT OF NORTHERN  
ARIZONA dba: High Country Humane

COCONINO COUNTY

By: \_\_\_\_\_  
Sam Wheeler  
Chair, Board of Directors

By: \_\_\_\_\_  
Patrice Horstman  
Chair, Board of Supervisors

ACKNOWLEDGED before me

ATTEST:

by Sam Wheeler as Chair of and for  
PAW PLACEMENT OF NORTHERN  
ARIZONA (Independent Contractor) on

\_\_\_\_\_  
Clerk of the Board

this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Approved as to form:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date herein-before indicated.

PAW PLACEMENT OF NORTHERN ARIZONA dba: High Country Humane

CITY OF FLAGSTAFF

By: \_\_\_\_\_  
Sam Wheeler  
Chair, Board of Directors

By: \_\_\_\_\_  
Paul Deasy  
Mayor

ACKNOWLEDGED before me

ATTEST:

by Sam Wheeler as Chair of and for  
PAW PLACEMENT OF NORTHERN  
ARIZONA(Independent Contractor) on  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

Approved as to form:

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

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

**ADDENDUM A: Compensation and Term of Agreement for Coconino County**

I. Compensation beginning July 1, 2023:

- A. The Agreement between the County and Independent Contractor shall expire June 30, 2029, as the County has exercised its right to extend the agreement for one (1) additional (5) year extension.
- B. Beginning July 1, 2023, compensation for services from the County will be \$41,250 per month, subject to annual price adjustment, through June 30, 2029, unless the Agreement is cancelled or terminated.
- C. Service annual price adjustments shall be included at a minimum of 1% and not to exceed 3% based on the US Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, by expenditure category, 12-month analysis table, using the expenditure category "Pet Services Including Veterinary" released online in January of each year and applied to annual compensation under Section III.A.1.i of the Agreement. The adjusted CPI-U will be applied on July 1 of each year, beginning July 1, 2023.
- D. Maintenance annual price adjustments shall be included at a minimum of 0% and not exceed 5% based on the US Bureau of Labor Statistics CPI-U: U.S. city average, by expenditure category, 12-month analysis table, using the expenditure category "All Items Less Food and Energy" released online in January of each year and applied to the annual compensation under Section III.A.2 of the Agreement. The adjusted CPI-U will be applied on July 1 of each year, beginning July 1, 2023.
- E. No increase to the Agreement amount above the CPI-U increases may be proposed by the Independent Contractor for the remaining term of the agreement.

II. Term of Agreement:

- A. By executing this Second Amendment, the County and the Independent Contractor are exercising the one (1) additional 5-year extension by mutual agreement.
- B. This Agreement between the County and the Independent Contractor expires on June 30, 2029.

*Signature page to follow*

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date herein-  
before indicated.

PAW PLACEMENT OF NORTHERN  
ARIZONA dba: High Country Humane

COCONINO COUNTY

By: \_\_\_\_\_  
Sam Wheeler  
Chair, Board of Directors

By: \_\_\_\_\_  
Patrice Horstman  
Chair, Board of Supervisors

ACKNOWLEDGED before me

ATTEST:

by Sam Wheeler as Chair of and for  
PAW PLACEMENT OF NORTHERN  
ARIZONA(Independent Contractor) on

\_\_\_\_\_  
Clerk of the Board

this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Approved as to form:

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

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

**ADDENDUM B: Compensation and Term of Agreement for City of Flagstaff**

I. Compensation beginning July 1, 2023:

- A. After FY2022-23, funding from the City will revert to the previous Agreement amendment rates for the remainder of the Agreement unless the City Council approves additional funding.
- B. The City will negotiate an amendment to the present Agreement for consideration of the FY2023-24 funding.
- C. Price adjustments must be requested by January 30th of the calendar year in order to meet Independent Contractor’s budget process timelines.

II. Terms of the Agreement:

The City will continue the original term of the Agreement until the 30th day of June, 2024, with the identified potential options to renew.

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

PAW PLACEMENT OF NORTHERN ARIZONA dba: High Country Humane

CITY OF FLAGSTAFF

By: \_\_\_\_\_  
Sam Wheeler  
Chair, Board of Directors

By: \_\_\_\_\_  
Paul Deasy  
Mayor

ACKNOWLEDGED before me

ATTEST:

by Sam Wheeler as Chair of and for PAW PLACEMENT OF NORTHERN ARIZONA(Independent Contractor) on

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

this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Approved as to form:

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

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