

This INTERGOVERNMENTAL AND THIRD PARTY AGREEMENT (hereinafter this "Agreement") is made this 16th day of OCTOBER, 2018,

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 219 East Cherry 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, 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 6-02-001-0002;
- C. The City and the County, pursuant to A.R.S. §§ 11-952; 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 (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 years from the date of the transfer, the primary use of the Property must 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; and
- 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; and

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. 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 ASPCA Shelter Care Checklists: Putting ASV Guidelines into Action, located at <https://www.aspcapro.org/sites/default/files/aspca-asv-checklist-2014.pdf>; and,
- 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. Receiving unwanted and stray animals from unincorporated Coconino County residents and City of Flagstaff residents. Nominal fees may be charged for owner surrenders based on circumstances, at the discretion of the Independent Contractor
- 4. Receiving animals impounded by 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;

5. Considering requests of Coconino County Public Health District (CCPHD) Animal Management Officers and City Animal Control Officers for extended holds on impounded or injured animals not to exceed 7 days. Independent Contractor's approval will be dependent on the animal's health and disposition and animal capacity;
6. Holding for a minimum of 72 hours, injured stray animals that have received emergency veterinarian care and have been signed into the Independent Contractor's shelter.
7. Administering medications to the animal(s) as prescribed by the veterinarian.
8. Working with the County and the City to find agreeable alternatives to sheltering 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;
9. Establishing cash control procedures for collecting all license and redemption fees as mandated by County and City ordinances. 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 reserves the right to audit the IC facility and financial records at any time with reasonable notice.
10. Providing distemper, Bordetella and parvovirus or appropriate shots to all animals brought into the shelter by County Animal Management Officers, City Animal Control Officers, police officers, and by unincorporated Coconino County and City of Flagstaff residents except those to be immediately destroyed;
11. Providing quarantine facilities for bite cases and, as needed, for other health and safety reasons;
12. Developing and implementing operational policies that address the transfer of impounded animals over to other shelters or adoption agencies as allowed by state statute and at no additional charge to either party;
13. Altering all dogs and cats as part of the adoption process per A.R.S. § 11-1022.
14. Humanely destroying and disposing of animals not claimed, adopted or transferred. The contractor will follow the Euthanasia policies as set forth by the ASV to ensure that animals not claimed, adopted or transferred are humanely destroyed. Maintain compliance with A.R.S. § 11-1021.
15. Establishing policies and procedures to include:

- a. transfer of sheltered animals over to “no-kill shelters” as allowed by state statute and at no additional charge to either party
 - b. ensuring rabies vaccination of all dogs which are claimed, adopted or transferred.
16. Providing a processing center area for County Animal Management Officers and City Animal Control Officers to prepare rabies specimens. A freezer, refrigerator, stainless steel processing table, adequate ventilation, and a sink for clean-up and hand washing are required. The County shall provide a freezer and refrigerator for this purpose.
 17. Submitting monthly reports to the County and the City describing each month’s activities, including fees collected, animals impounded, and disposition of all animals from unincorporated Coconino County and the City of Flagstaff by the 15th day of each following month.
 18. Submitting to Performance Evaluations: The IC will meet with the City and CCPHD a minimum of four times annually to review performance and discuss any problems or concerns.
 19. Complying with all federal, state, county, and municipal laws, ordinances, rules, or regulations applicable to performance of these services. This specifically includes all laws, ordinances, rules, or regulations pertaining to humane treatment, euthanasia, spay/neuter and the reclaiming or adoption of animals.
 20. Providing an enclosed area that is accessible 24/7 for the intake of animals from the public or from County Animal Management Officers, City of Flagstaff Animal Control Officers and Police Officers. An employee shall be on-site for coverage when the shelter is closed to provide assistance to unload animals, to provide medication for shelter animals and to provide overall security for the shelter.
 21. Providing an Animal Ambulance to provide emergency veterinarian care for sick and injured animals for the City. The employee must receive and dispatch a call for triage within 15 minutes, following a call for service. All reports pertaining to Animal Ambulance calls shall be included in the monthly reports submitted to the City of Flagstaff.
 22. Conducting animal cruelty investigations, upon request, for the City. All reports and findings shall be submitted to the City on agreed upon forms and utilizing submission protocols of the City.
 23. Collaborating with the County and City to provide public education and to participate in County and City events and requests for educational materials to include:
 - a. Public education (rabies, pet care, bite safety etc.)
 - b. Adoption Services

- c. Low cost spay/neuter services for dogs/cats
 - d. Lost and found
 - e. Pet food bank for low income assistance
 - f. Low cost euthanasia services for pets of Coconino County residents
 - g. TNR- Trap Neuter/Spay Release Program for feral cats outlining safe capture, sterilizing and releasing back into the colony.
24. Providing read only access to CCPHSD Animal Management and City of Flagstaff Animal Control for the shelter database from offsite locations.
 25. Providing documentation of staff training. Log to be provided upon request.
 26. Applying for, obtaining, and maintaining a Shelter Operating License from the CCPHSD Animal Management Program and following the regulations in Chapter 11 of the Environmental Services Code. License fees and routine inspections for compliance with Chapter 11 will be conducted.
 27. Maintaining compliance with all Arizona Revised Statutes, Arizona Administrative Codes, and County regulations pertaining to the operation of a shelter and the care and maintenance of animals under their care.
 28. Providing for membership for both a County and a City designee on the IC's Advisory Board.

II. License

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

D. General Maintenance, Repair, and Improvements

1. Independent Contractor will maintain the facility in good condition during the term of this Agreement and perform needed maintenance and repairs on those items as listed in (RFP-2018-107, Section 7.6 pg. 15 and 16 and Contractor RFP Response pgs. 38–40, attached as Exhibit A and B and incorporated herein, 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. Interior and exterior general maintenance on all structures
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. County shall invoice IC monthly and IC shall remit payment in full within 15 days of invoice date to the County.
3. Independent Contractor occupancy shall maintain compliance with all laws, ordinances, and health and zoning codes throughout the term of this Agreement.
4. The Independent Contractor shall be responsible for and shall repair and replace the following systems and structural components on behalf of the County for an annual payment of \$24,780. **(County contribution shall be \$12,390 annually; City of Flagstaff Contribution shall be \$12,390 annually). The City contribution of \$12,390 shall be paid to the County annually and County shall remit to the total of \$24,780 to the IC annually.**
 - 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. Septic systems and all water alternate systems, i.e. cistern
 - h. Mobile home structure, electrical, septic system, plumbing systems, excluding plumbing issues such as leaks and clogs, which shall be considered normal wear and tear and be the responsibility of the IC.
5. If there is insufficient funding to repair or replace any of the systems or structural components listed above, the IC 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 facility is not exclusive. Should the County wish to utilize the facility, 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 the IC prior to the third-party license being issued.
8. At approval of this agreement by all parties, the County shall provide the capital cost of certain improvements, for a total of **\$40,080** to allow the IC to optimize their replacement for enhanced service delivery. Said improvements are identified as item #'s: 3, 5, 7, 8, 11, 12, 13,14, 17 of ABACUS Facility Assessment Report, Facility Renewal Schedule pg. 22, attached as Exhibit C and incorporated herein.
9. The County shall complete the following items prior to move in or as promptly after move-in as possible:
 - a. Re-keying of exterior doors
 - b. Landscape cleaning
 - c. Tree CUP required replacement
 - d. Fire alarm system viability assessment
 - e. Fire alarm system to fully protect all egress pathways with smoke detectors
 - f. Electrical equipment marked or labeled with an ARC Flash Hazard Rating
 - g. Analog phone line installation for fire panel
 - h. Fire panel monitoring service contract
 - i. Assessment of cistern and septic system pumps
 - j. Mobile home will be inspected and determined to be structurally sound and will be in livable condition with plumbing, electrical, septic system and appliances in place and in working order.

III. Compensation :

The compensation shall be in amount of **\$510,000 (\$42,500 per month)** for the initial term, ending on June 30, 2024. County portion shall be **\$229,500 (\$19,125 per month)** and City portion paid to the County shall be **\$280,500 (\$23,375 per month)** and total monthly payment in combined amount of **\$42,500** to be remitted by County to the IC.

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 30th of the calendar year, in order to meet the Agencies budget process time lines.

IV. Term of Agreement:

The Term of this Agreement is for the period from 16th day of October 2018, through the 30th day of June 2024.

This Contract may be renewed for up to one (1) additional, five (5) year extension by mutual written consent of the parties.

V. 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. The 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.

VI. 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.

VII. Insurance:

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County and City. Prior to providing services, the Independent Contractor will provide the County and City with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified above 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
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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 contract 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, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
- E. Volunteer accident insurance in amount not less than \$100,000 payable to volunteers for bodily injury due to their work in the scope and service of your organization while on the premises of the 11665 N Highway 89 building, and not covered by any other available medical insurance. Or element G shown below.
- F. Provide a waiver signature form for volunteers to acknowledge they waive any right to recovery from IC or Coconino County for bodily injury including disease, dismemberment or death which may occur as a result of their participation in volunteer activities for IC. 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. The Independent Contractor will name the County, its 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 the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

VIII. Indemnification

The 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 the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The 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.

IX. Independent Contractor's Status

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

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the 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. The independent contractor will operate as an independent entity and none of the employees of the 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. The 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 contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as 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 Contractor.
- E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

X. Immigration and Scrutinized Business

- a. Licensee 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 contract and is subject to penalties up to and including termination of the contract.
- c. The County and City retain legal rights to inspect the papers of Licensee or any of its subcontractors who work on the contract to ensure that the Licensee or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.
- d. Licensee 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 contract.

XI. Certification Pursuant to A.R.S. § 35-393.01

To the extent required by law, pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, "boycott of Israel" shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XII. 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.

XIII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all 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.

XIV. Records

The 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.

XIII. Approval by the County and City

Before this Agreement can become effective and binding upon the County, 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.

XV. 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.

XVI. Non-Assignment

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

XVII. Cancellation of Agreement

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

XVIII. Non-Discrimination

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

XIX. Notice

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

XX. 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.

XXI. 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.

XXII. Controlling Documents

To the extent there exists any conflict between this Agreement, RFP 2018-104 and the Independent Contractor's response, this Agreement shall control over the RFP, and the RFP shall control over the Independent Contractor's responses thereto.

XXIII. 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.

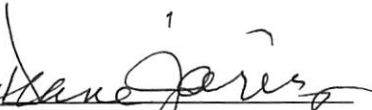
XXIV. Authority

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 doing business as HIGH
COUNTRY HUMANE

COCONINO COUNTY

By 
Diane Jarvis
President

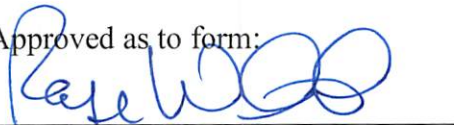
By 
Art Babbott
Chairman, Board of Supervisors


ACKNOWLEDGED before me
by (Name) as (title) of and for
(Independent Contractor) on
this 16th day of October, 20118.

ATTEST:

Clerk of the Board

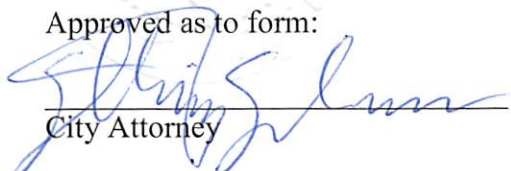

Notary Public
TAMI M. SUCHOWIEJKO
OFFICIAL SEAL
NOTARY PUBLIC - STATE OF ARIZONA
COCONINO COUNTY
My commission expires Jan. 30, 2020.
CITY OF FLAGSTAFF

Approved as to form:

Deputy County Attorney

By 
Coral Evans
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney