Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 052213

IMPOUND AGREEMENT

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.
AND
GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

This Agreement is entered into by and between Humane Society of Central Arizona, Inc, hereinafter referred to as **Contractor**, and Gila County Division of Health and Emergency Services, hereinafter referred to as **County**.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties' hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, County, or Contractor in any State or Federal Court.

GENERAL PROVISIONS

1. General Requirements
   A. The term of this Agreement shall be construed in accordance with Arizona law, any action thereon shall be brought in the appropriate court in the State of Arizona.
   B. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
   C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

2. Amendments
   All Amendments to this Agreement must be in writing and signed by both parties

3. Assignments/Subcontracting
   No right, liability, obligation of duty under this Agreement can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Gila County Manager.

4. Default

The County may suspend, terminate, or modify this Agreement immediately upon written notice to Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

5. Termination

A. Either party may terminate this Agreement at any time, with thirty (30) days notice in writing to the other party (unless terminated by Gila County under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.

B. This Agreement may be terminated by mutual agreement of the parties specifying the termination date therein.

6. Severability

Any provision of this Agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

7. Non-Liability

The County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or agreements made by the Contractor in anticipation of funding hereunder.

8. Indemnity

The Contractor agrees to indemnify, hold harmless, and defend the County, its officers and employees, its Grantor agencies, their officers, boards, commissions and employees, from and against any and all claims, damages, costs or expenses of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any Subcontractor or anyone directly or indirectly employed by either the Contractor or the Subcontractor. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorney's fees prevailing in the community, for defense of any litigation. Contractor shall include a clause to this effect in all subcontracts enduring to the benefit of the above named entities.

9. Technical Assistance

The County shall provide reasonable technical assistance to the Contractor to assist in complying with state and Federal laws, regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance and in accordance with the terms of this Agreement.

10. Officials Not to Benefit

No member of the County, the Arizona State Legislature, or member of or delegate to Congress, or a resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

11. Prohibition of Lobbying

The Contractor agrees that Contractor's employees or agents shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

12. Religious Activities

The Contractor agrees that costs, planned or claimed, including costs endured by any Subcontractor shall not include any expense for any religious activity or for any religious organization.

13. Political Activity Prohibited

None of the funds, materials, property or services contributed by the County or Contractor under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

14. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability.

15. Contract Compliance Monitoring

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for Agreement compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all record and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and Agreements.

16. Minimum Wage Requirements

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended if Contractor has any such employees.

17. Recognition of County Support

The Contractor agrees to give recognition to the County and the funding source of its support when the Contractor publishes material or releases public information which is paid for totally or in part with funds received by the Contractor under the terms of this Agreement

18. Non-Discrimination

The Contractor in connection with any service or other activity under this Agreement shall not in any way otherwise discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts enduring to the benefit of the Contractor or the County.

19. Financial Management

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Agreement, or any accounting system that assures the safeguarding and accountability of all assets provided under this Agreement. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. This bank account will be a non-interest bearing account. Any interest earned must be disposed of in a manner specified by the County in accord with applicable State and Federal regulations. If a separate bank account is established, the Contractor will provide a signed special bank account agreement authorizing the County to obtain information about the account. If any accounting system is used it must meet generally accepted accounting principles.

20. Retention of Records

The Contractor agrees to retain all financial books, records, and other documents relevant to this Agreement for four (4) years after final payment or until after the resolution of any audit questions which could be more than four (4) years, whichever is longer, and the County, Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

21. Legal Arizona Workers Act Compliance

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

22. Anti-Terrorism Warranty

Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

23. Cancellation
This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

24. Notifications
Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice.

Humane Society of Central Arizona, Inc.
Attn: Sara Hock, Manager
605 W. Wilson Court
Payson, Arizona 85541
Phone: 928-474-5590

Gila County Division of Health & Emergency Services
Attn: Michael O'Driscoll, Director
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501
Phone: 928-402-8767

SPECIAL PROVISIONS

1. All Gila County Rabies Control Officers will check in at the Humane Society of Central Arizona Shelter Office upon arrival. However, it is not necessary to call the shelter manager after hours.

2. Gila County Rabies Control Officers, when on Humane Society of Central Arizona property, will follow the shelter's policies. Officers are also expected to work with the shelter manager.

3. Gila County Rabies Control Officers will conduct themselves in a professional and respectful manner towards animals, staff, volunteers and visitors while conducting business at the Humane Society of Central Arizona Shelter.

4. Animals left after the three (3) working day period, are the property of the Contractor and will be treated the same as any other Humane Society of Central Arizona animal.

5. All County impounded animals will receive the same medical care, daily board provisions and staff care as Human Society of Central Arizona animals. Modification as follows: County impounded animals will receive a check up four (4) times a year by a Veterinarian at the shelter. If any animal requires immediate medical attention, it will be taken to the Veterinarian's office.

6. One (1) cage will be kept available for County use during staff off hours.

7. An unlimited number of animals will be accepted by the Contractor from the Gila County Rabies Control Officers.

8. Animals which need to be quarantined in excess of ten (10) days will be quarantined in a location other than the Payson Humane Society.

9. Quarantines, for ten (10) days, will be charged one hundred dollars ($100.00) to the owner and the shelter will keep the total fee.

10. All impound fees are to be kept by the Contractor.

11. The County will be billed each month for the monthly base fee of Two Thousand Six Hundred Dollars ($2,600.00). Payment will be due in thirty (30) calendar days. The fee will be pre-billed one (1) month in advance by the Contractor and pre-paid by the County. All invoices submitted by the Contractor shall reference the County Purchase Order Number and be submitted to Gila County Accounts Payable, 1400 E. Ash Street, Globe, Arizona, 85501.

12. The above listed terms shall be in effect from July 1, 2013, to June 30, 2014. The County shall have the option to extend the Agreement for two (2) more one (1) year terms upon agreement of both parties.

13. Any disputes which arise and cannot be settled between the County and the Contractor will be settled by a neutral third party arbiter.

IN WITNESS WHEREOF, Service Agreement No. 052213 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/29/13

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.

Signature

Sarah J Hack

Print Name