INTERGOVERNMENTAL AGREEMENT NO. 062014
BETWEEN
GILA COUNTY
AND
THE CITY OF GLOBE

THIS AGREEMENT is made and entered into effective this _____ day of _____ ___, 2014, by and between Gila County, a Political subdivision of the State of Arizona, hereinafter referred to as "County" and the City of Globe, an Arizona Municipal Corporation, hereinafter referred to as the "City".

RECITALS

WHEREAS, County is authorized, pursuant to A.R.S. §11-952 to contract for services or jointly exercise common powers for joint cooperative action; and

WHEREAS, City is authorized, pursuant to the Globe City Code to contract for services or jointly exercise common powers for joint cooperative action; and

WHEREAS, the City operates an animal enforcement program but is without the facilities to properly impound, care for, vaccinate, license and dispose of animals; and

WHEREAS, the County operates a County pound which includes impound, maintenance, vaccination, licensing and disposition of animals pursuant to A.R.S. § 11-1001, et seq.; and

WHEREAS, it is in the best interest of both parties to enter into this agreement whereby the County and the City cooperate with each other for the impoundment, licensing, vaccination, maintenance, and disposition of animals.

SCOPE

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

SECTION 1

All terms in this Intergovernmental Agreement (IGA) shall be given their definitions as stated in A.R.S. § 11-1001 through 11-1029.

SECTION 2

1. If City law enforcement personnel, in the performance of their duties, come into the custody of any cats or dogs, or if private citizens bring cats or dogs to the County pound, the County must accept all cats or dogs brought to the County Pound in Globe, Arizona by the City law enforcement personnel or private citizens.

2. County hours of operations are 8 A.M. to 5 P.M. for calls and patrol, during which time they will respond to all calls within the Globe city limits. After 5 P.M. and before 8:00 A.M., the globe Police Department will handle all calls unless the calls involve an animal bite or a vicious animal. An officer cannot handle animal bites or a vicious animal.

SECTION 3

The County will bring dogs and cats to the Pound under the following circumstances:

a. Unlicensed animals found running at large.

b. Animals exposed to animal cruelty, pursuant to Globe City Code.

c. Animals subject to quarantine after it has bitten a person or other animal.

d. Licensed animals impounded pursuant to the Gila County Animal Control Ordinance No.'s 01-3 and 01-4.

e. Suffering animals.

f. Unwanted animals.

The City may also bring dogs and cats to the Pound under the above-listed circumstances, provided the officer(s) can do so without exposure to undue risk. The City shall abide by the Gila County Animal Control Ordinance No.'s 01-3 and 01-4 when performing activities pursuant to this Section.

SECTION 4

The County will perform the following services for animals brought into the pound:

a. All cats and dogs impounded shall be given proper care and maintenance.

b. Each unlicensed cat or dog impounded shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours unless earlier claimed by its owner.

c. Each animal exposed to animal cruelty impounded shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours.

d. Each licensed animal impounded shall be kept and maintained at the Pound for a minimum of seven (7) days unless earlier claimed by its owner. The City and the County will attempt to notify or contact the owner within the seven (7) day period so the owner may reclaim the animal.

e. Unlicensed suffering animals impounded may be destroyed if destruction is necessary to prevent the dog or cat from suffering or to prevent the spread of disease.

f. Unvaccinated dogs or cats impounded shall be confined and quarantined for not less than ten (10) days to determine if the animal has rabies. The quarantine period shall start on the date of the bite incident. If the date of the bite is not known, the quarantine period shall start on the first day of impoundment.

The County may destroy any animal confined and quarantined for rabies observation prior to the termination of the minimum ten (10) day confinement period if:

1. The animal shows clear clinical signs of rabies, or
2. The animal's owner consents to its destruction for rabies testing.

If destruction does not occur, the animal shall be returned to its owner provided all applicable fees established by this IGA are paid.

g. Unwanted animals impounded, if healthy, may immediately be placed for adoption by the County but shall not be destroyed until after seventy-two (72) hours of impound.

SECTION 5

PURCHASE OF ANIMALS OR RECLAMATION OF ANIMALS BY THE OWNER:

a. Any impounded licensed animal may be reclaimed by its owner or such owner's agent provided that the person reclaiming the animal furnishes proof of his right to do so and pays all applicable fees set by state statute or the County. The current fees are as follows: An owner reclaiming an animal shall be charged $10.00 per day. The owner shall also pay a $20.00 impound fee (first offense), $45.00 impound fee (second offense), $85.00 impound fee (third offense and recurring) and the following fees as applicable:

1. If the license is expired, $30.00 if the animal is not spayed or neutered; $10.00 if the animal is spayed or neutered.
2. If rabies vaccination has expired, $25.00.
3. If the animal is reclaimed after a 10 day aggressive/quarantine, $200.00.

b. Any impounded unlicensed dog or cat may be purchased after the seventy-two (72) hour period.

SECTION 6

Persons adopting or reclaiming an animal must pay the applicable fees which currently are:

a. Dog – four (4) months or older:
Adoption fee $20.00; Rabies vaccination $25.00; License fee $30.00 for unspayed or unneutered dog, License fee for spayed or neutered, $10.00; Spay Deposit $40.00, Neuter Deposit $30.00 and Micro Chip $40.00.

b. Dog-under the age of four(4) months:
Adoption fee $20.00; Spay Deposit $40.00, Neuter Deposit $30.00 and Micro Chip $40.00.

c. Cat:
Adoption fee $20.00; Spay Deposit $30.00, Neuter Deposit $25.00.

SECTION 7

PAYMENT BY THE CITY OF GLOBE TO THE COUNTY:

The City shall pay the County an amount of $40,000.00 in eleven monthly payments in the amount of $3.333.33 due on the thirtieth day after the execution of the contract and the same day of each succeeding month thereafter except the last payment of each contract year will be $3,333.37 for the term of this Intergovernmental Agreement, for the scope of services as provided for in Sections 1 through 6.

SECTION 8

TERM:

This Agreement shall commence upon the date first signed and shall terminate one year after signing. This Agreement shall be renewed from year to year, automatically at each termination date, unless either party at any time, terminates this agreement by giving the other party thirty (30) days prior written notice of its intention to terminate the Agreement.

SECTION 9

Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

City of Globe
Attn: Terence O. Wheeler
150 N. Pine Street
Globe, Arizona 85501

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: To the extent permitted by law, the CITY shall indemnify, defend and hold harmless, County, its officers, employees and agents, from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the CITY, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the County, are caused by the act, omission, negligence, misconduct or other fault of the City, its officers, officials, agents, employees or volunteers, provided, however, that the City shall have no obligation to indemnify the County for the County's passive negligence.

2. To the extent permitted by law the County shall indemnify, defend and hold harmless, CITY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the City, are caused by the act, omission, negligence, misconduct or other fault of the County, its officers, officials, agents, employees or volunteers, provided, however, that the County shall have no obligation to indemnify the City for the City's passive negligence.

3. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

5. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

6. The County and the CITY shall each maintain a budget to fulfill their obligations under this Intergovernmental Agreement.

7. The County shall furnish to the City a semi-annual listing of all animals brought to the Pound by the City. The listing shall include the date the animal was impounded and the amount of days the animal was maintained and final disposition of the animal.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No 062014, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

CITY OF GLOBE

Terence O. Wheeler
Mayor

ATTEST

Shelly Salazar, City Clerk

APPROVED AS TO FORM

William J. Sims, City Attorney