



When recorded mail to:

Marian Sheppard, BOS

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**CAPTION HEADING:** Intergovernmental Agreement between Gila County and San Carlos Apache Tribe for impound, licensing, vaccination, maintenance, and disposition of animals by Gila County Rabies Control brought to the County by the Tribe.  
(September 5, 2000)

**DO NOT REMOVE**

**This is part of the official document.**

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of September, 2000, by and between the COUNTY OF GILA, a body politic, through its Board of Supervisors, hereinafter referred to as "COUNTY", and the SAN CARLOS APACHE TRIBE, a federally recognized Indian Tribe, acting through its Governing Council, hereinafter referred to as "TRIBE."

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, the TRIBE is authorized pursuant to its Constitution to contract for services or jointly exercise common powers for joint cooperative action, and;

WHEREAS, the TRIBE operates an animal enforcement program pursuant to Ordinance 63-1, but is without the facilities to properly impound, care for, vaccinate, license and dispose of animals subject to Ordinance 63-1; and,

WHEREAS, the COUNTY operates a County pound which includes impound, vaccination, maintenance, 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 TRIBE cooperate with each other for the impound, licensing, vaccination, maintenance, and disposition of animals.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

### SECTION 1

All terms in this Intergovernmental Agreement ("IGA") shall be given their definitions as stated in Ordinance 63-1.

## **SECTION 2**

The COUNTY will accept all cats or dogs brought to the County Pound in Globe, Arizona, by the TRIBE's law enforcement authority, authorized under Ordinance 63-1 to enforce their animal enforcement program.

## **SECTION 3**

Pursuant to Ordinance 63-1, the TRIBE will bring dogs and cats to the Pound under the following circumstances:

- a. Unlicensed animals found running at large, pursuant to section 8.2 of Ordinance 63-1.
- b. Animals exposed to animal cruelty, pursuant to section 8.3 of Ordinance 63-1.
- c. Animals subject to quarantine after it has bitten a person or other animal, pursuant to section 8.4 of Ordinance 63-1.
- d. Licensed animals impounded pursuant to section 8.7 of Ordinance 63-1.
- e. Unlicensed suffering animals, pursuant to section 8.10 of Ordinance 63-1.
- f. Unwanted animals, pursuant to section 8.11 of Ordinance 63-1.

## **SECTION 4**

The COUNTY will perform the following services for animals brought to the pound:

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

and maintenance.

b. Each unlicensed cat or dog impounded under section 3(a) of this IGA 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 under section 3(b) of this IGA shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours.

d. Each licensed animal impounded under section 3(d) of this IGA shall be kept and maintained at the Pound for a minimum of seven (7) days unless earlier claimed by its owner. The TRIBE 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 under section 3(e) of this IGA 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 under section 3(c) of this IGA 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 day of the bite incident. If the date of the bite is not known, the quarantine period shall start of 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 under section 3(f) of this IGA 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 established by section 6 of this IGA. An owner reclaiming an animal shall be charged \$7.00 per day. The owner shall also pay a \$15.00 impound fee and the following fees as applicable:

- (1) If the license is expired, \$15.00 if the animal is not spayed or neutered; \$7.00 if the animal is spayed or neutered.
- (2) If rabies vaccination has expired, \$10.00.
- (3) If the animal is reclaimed after a 10 day rabies quarantine, \$70.00

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

by a person who pays all applicable fees established by section 6 of this IGA.

### **SECTION 6**

Persons adopting or reclaiming an animal must pay the following fees, as applicable:

- a. Dog -- four (4) months or older:  
Adoption fee \$12.00; Rabies vaccination \$10.00; License fee \$15.00; Spay/Neuter Deposit \$40.00.
- b. Dog -- under the age of four months:  
Adoption fee \$12.00; Spay/ Neuter Deposit \$40.00.
- c. Cat --  
Adoption fee \$12.00; Spay/Neuter Deposit \$25.00.

### **SECTION 7**

Gila County licenses issued by the COUNTY to TRIBE residents under this IGA shall be recognized within San Carlos Tribal boundaries. Likewise, the COUNTY shall recognize licenses issued by the TRIBE.

### **SECTION 8**

PAYMENT BY THE TRIBE TO THE COUNTY:

- a. The TRIBE shall reimburse the COUNTY \$7.00 per animal per day of impound and \$10.00 for any animal that is disposed of.
- b. If the animal is a stray, the TRIBE shall reimburse the COUNTY \$7.00 per animal per day for ten (10) days for quarantine pursuant section 4 (f) of this agreement.
- c. If an animal is immediately destroyed under section 4(e), the

TRIBE shall reimburse the COUNTY \$10.00.

d. If the animal is impounded as unwanted pursuant to section 3(f) and 4(g), the TRIBE shall reimburse the COUNTY \$21.00.

### **SECTION 9**

#### **BILLING CYCLE:**

COUNTY shall send the TRIBE monthly statements for services rendered and the TRIBE shall pay the sums in the statement within thirty (30) days of receipt.

### **SECTION 10**

#### **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 11**

#### **NOTICES:**

All notices shall be given to the parties if sent to the following persons:

#### **COUNTY**

Gila County Health Department,  
Dave Fletcher, Deputy Director,  
1400 E. Ash Street,  
Globe, Arizona 85501.

**TRIBE**

San Carlos Tribal Police Department  
Chief Harold Nofchissey  
P. O. Box O,  
San Carlos, Arizona 85550.

**SECTION 12**

**INDEMNIFICATION:**

The TRIBE agrees to assume all risks of loss and to indemnify and to hold COUNTY, its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, for injuries to persons and for loss or damage to or destruction of property arising out of or in connection with this agreement caused by the negligence or willful misconduct of the TRIBE, its officers, agents or employees. Likewise, the COUNTY shall assume all risks of loss and to indemnify and to hold TRIBE, its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, for injuries to persons and for loss or damage to or destruction of property arising out of or in connection with this agreement caused by the negligence or willful misconduct of the COUNTY, its officers, agents or employees.

**SECTION 13**

**REPORTING:**

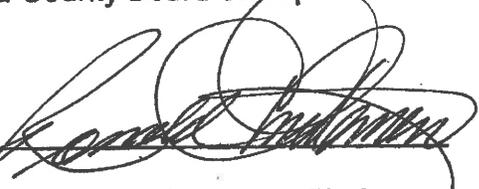
The COUNTY shall furnish to the TRIBE a semi-annual listing of all animals brought to the Pound by the TRIBE. The listing shall include the date the animal was impounded and the amount of days the animal was maintained and final disposition of the animal.

Executed this 5th day of September 2000

Executed this 11 day of July 2000

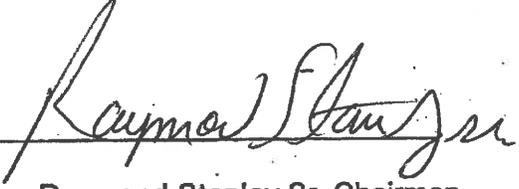
Gila County Board of Supervisors

By

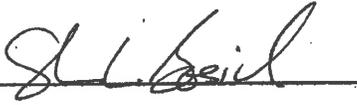
  
Ron Christensen, Chairman

San Carlos Apache Tribal Council

By

  
Raymond Stanley Sr. Chairman

Attest

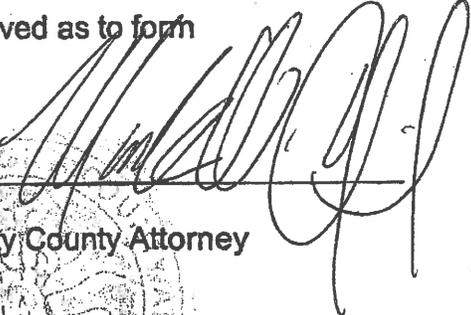
  
Steven L. Besich

Attest

  
Sandra Rambler, Secretary

  
Anthony Tribel, Secretary

Approved as to form

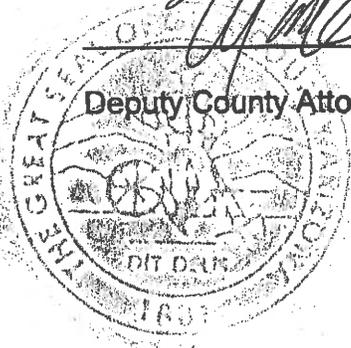
  
Deputy County Attorney

Approved as to form

  
Steven M. Titla, General Counsel

IGA between Tribe and County

re animal control program/impound



# BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

8

Submitter's Name and Department:	Mark Gunning, County Attorney
Presenter's Name:	<del>Martin Hetrick, Health Dept</del> Dave Fletcher
Date Received: (To be entered by Deputy Clerk)	
Requested date to be placed on Board of Supervisors' meeting agenda:	9-5-2000
Item Description: (Proposal and/or requested Board action)	<p style="text-align: center;"><b>Information/Discussion/Action</b></p> <p>Approve intergovernmental agreement with San Carlos Apache Tribe for impound, licensing, vaccination, maintenance, and disposition of animals by Gila County Rabies Control brought to the County by the Tribe.</p>

PRE-AGENDA ITEM REVIEWS	
Legal Review (Include initials of person reviewing):	
Written and approved by Mark Gunning	OK MG 9-1
Detailed Summary (To be provided in lieu of back-up material or when back-up material does not sufficiently explain purpose of proposal and/or request):	
<p>9/6 Recorded 16A                      1 copy to Dave Fletcher to give to Tribe                      1 copy to M Gunning</p>	
BOARD ACTION TAKEN	
9-5-00 approved	