

INTERGOVERNMENTAL AGREEMENT NO. 070114
BETWEEN
GILA COUNTY
AND
THE SAN CARLOS APACHE TRIBE

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 San Carlos Apache Tribe, a federally recognized Indian Tribe, acting through its Governing Council, hereinafter referred to as "Tribe".

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, 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 San Carlos Apache Tribe Law and Order Code Ordinance 63-1, but is without the facilities to properly impound, care for, vaccinate, license and dispose of animals subject to San Carlos Apache Tribe Law and Order Code 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.

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

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 San Carlos Apache Tribe Law and Order Code Ordinance 63-1, to enforce their animal enforcement program.

SECTION 3

Pursuant to San Carlos Apache Tribe Law and Order Code 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 the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- b. Animals exposed to animal cruelty, pursuant to Section 8.3 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- c. Animals subject to quarantine after it has bitten a person or other animal, pursuant to Section 8.4 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- d. Licensed animals impounded pursuant to Section 8.7 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- e. Diseased, licensed or unlicensed animals, pursuant to Section 8.10 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- f. Unwanted animals are the responsibility of the owner, pursuant to Section 8.11 of the Ordinance 63.1.

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 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. With exception, at the request of Tribe, animals will be held as needed for investigation. Costs incurred will be charged to the Tribe.
- d. Each licensed animal impounded under section 3(d) of this IGA shall be kept and maintained at the Pound for a minimum of six (6) days unless earlier claimed by its owner. The Tribe and the County will attempt to notify or contact the owner within the six (6) day period so the owner may reclaim the animal.
- e. Licensed or unlicensed diseased suffering animals impounded under section 3(e) of this IGA may be destroyed as necessary to prevent the animal from suffering and/or to prevent the spread of disease.
- f. Unvaccinated dogs and 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 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.

(Section 4 continued)

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 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 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, \$20.00.
 3. If the animal is reclaimed after a 10 day rabies quarantine, \$200.00.
 4. Spay or neuter deposit of no more than \$40.00.
 5. Micro-chip \$40.00.
- 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 state statute or Section 6 of this IGA.

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 \$20.00; License fee \$30.00; Spay/Neuter deposit no more than \$40.00; Micro-chip \$40.00.
- b. Dog-under the age of four (4) months:
Adoption fee \$20.00; Spay/Neuter Deposit no more than \$40.00; Micro Chip \$40.00.
- c. Cat:
Adoption fee \$20.00; Spay/Neuter Deposit no more than \$40.00.

SECTION 7

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

SECTION 8

PAYMENT BY THE SAN CARLOS APACHE TRIBE TO THE COUNTY:

- a. The Tribe shall reimburse the County \$10.00 per animal per day of impound and \$50.00 for any animal that is disposed of.
- b. If the animal is a stray, the Tribe shall reimburse the County \$20.00 per animal per day for ten (10) days for quarantine pursuant to section 4(f) of this agreement.
- c. If an animal is immediately destroyed under section 4(e), the Tribe shall reimburse the County \$50.00.
- d. If the animal is impounded as unwanted pursuant to section 3(f) and 4(g), the Tribe shall reimburse the County \$50.00.

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 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:

The San Carlos Apache Tribe
Attn: Terry Rambler
P.O. Box 0
San Carlos, Arizona 85550

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

SECTION 12

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 the final disposition of the animal.

GENERAL TERMS

1. **Indemnification:** To the extent permitted by law, the TRIBE 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 TRIBE, 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 Tribe, its officers, officials, agents, employees or volunteers, provided, however, that the Tribe 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, TRIBE, 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 Tribe, 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 Tribe for the Tribe'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 TRIBE shall each maintain a budget to fulfill their obligations under this Intergovernmental Agreement.
7. 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.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No 070114, 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 of Supervisors

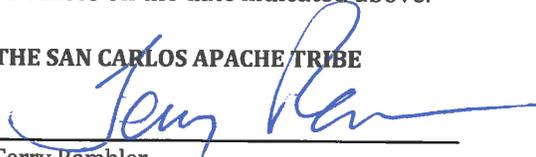
ATTEST

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal for Bradley D. Beauchamp, County Attorney

THE SAN CARLOS APACHE TRIBE



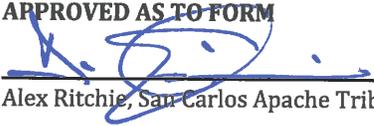
Terry Rambler
Chairman

ATTEST



Katrina Talkalai, Tribal Secretary

APPROVED AS TO FORM



Alex Ritchie, San Carlos Apache Tribe Attorney

**SAN CARLOS APACHE TRIBE
SAN CARLOS APACHE INDIAN RESERVATION
SAN CARLOS, ARIZONA**

RESOLUTION

No. NV-14-305

**(Approving Intergovernmental Agreement No. 070114 Between the Tribe and Gila County
for Use by the Tribe of the County's Pound)**

WHEREAS, San Carlos Apache Tribe ("Tribe") is a federally recognized Indian Tribe organized pursuant to the provisions of Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984); and

WHEREAS, the Tribal Council has the authority, among other things, to "negotiate and make contracts" with the State of Arizona pursuant to Article V, Section 1(b) of the Amended Constitution and By-Laws of the San Carlos Apache Tribe; and

WHEREAS, the County of Gila (the "County") is a political subdivision of the State of Arizona; and

WHEREAS, the County operates a pound that provides impound, vaccinations, maintenance, licensing and disposition of animals; and

WHEREAS, the Tribe operates an animal enforcement program, but has no facility to properly impound, care for, vaccinate, license and dispose of animals; and

WHEREAS, the Tribe and Gila County executed an Intergovernmental Agreement (No. 070114) (the "Agreement"), as attached and incorporated by reference, which provides that the County pound will accept all cats and dogs brought for impound by the Tribe's law enforcement authority; and

WHEREAS, in consideration for the County pound accepting animals off the Reservation, the Tribe will reimburse the County \$10.00 per animal per day of impound and \$50.00 for any animal disposed of, or in the case of stray animals, \$20.00 per animal per day for ten (10) days of quarantine; and

WHEREAS, the Tribal Council finds that the Agreement is in the best interest of the Tribe and will contribute to the public health and safety of the Reservation.

BE IT RESOLVED by the Tribal Council of the San Carlos Apache Tribe that the Intergovernmental Agreement No. 070114 between the Tribe and Gila County for use by the Tribe of the County's pound, as described herein and attached, is hereby approved.

BE IT FURTHER RESOLVED by the Tribal Council of the San Carlos Apache Tribe that the Chairman, or in his absence, the Vice Chairman, or designee, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

CERTIFICATION

I, the undersigned Secretary of the San Carlos Apache Tribal Council hereby Certify that the Tribal Council is presently composed of eleven (11) members of whom **eight (8)**, constituting a quorum were present at a **Regular Council Meeting** hereto held on the **5th** day of **November 2014**, and that the foregoing Resolution **No. NV-14-305** was duly adopted by a vote of **FOR; 7, 0 OPPOSED; 0 ABSTAINED**; of the Tribal Council pursuant to Section 1(a) of the amended Constitution and Bylaws of the San Carlos Apache Tribe effective February 24, 1954.



Katrina Talkalai, Tribal Secretary
SAN CARLOS APACHE TRIBE