



Town of Huachuca City

The Sunset City

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RESOLUTION NO. 2019-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SIERRA VISTA FOR ANIMAL CARE SERVICES.

WHEREAS, the City of Sierra Vista operates an animal care facility; and

WHEREAS, due to damage sustained at its animal shelter that makes it temporarily uninhabitable, Huachuca City has an immediate need to provide alternative animal care services to its community; and

WHEREAS, Sierra Vista is willing and able to provide to Huachuca City animal care services to care for stray and unwanted animals efficiently, effectively, and at a reasonable cost; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and Huachuca City and Sierra Vista desire to jointly exercise their powers and enter into an Intergovernmental Agreement whereby Sierra Vista will allow the use of its animal care facilities and services, pursuant to the terms of the agreement attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit "A".
- Section 2.** The Town's officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.
- Section 3.** The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24th DAY OF JANUARY, 2019.



Johann Wallace, Mayor

ATTEST:



Jennifer Fuller, Town Clerk

Approved as to Form:



Thomas Benavidez, Town Attorney

EXHIBIT A

[Agreement with City of Sierra Vista must be attached.]

INTERAGENCY GOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF SIERRA VISTA

AND

THE TOWN OF HUACHUCA CITY

FOR

ANIMAL CARE SERVICES

This Interagency Governmental Agreement (hereinafter referred to as AGREEMENT) is entered into, in accordance with Arizona Revised Statutes, Section 11-952, on this ____ day of _____, 20____, by and between the City of Sierra Vista (hereinafter referred to as Sierra Vista), a municipal corporation, organized under the laws of the State of Arizona and the Town of Huachuca City (hereinafter referred to as Huachuca City).

BACKGROUND AND INTENT

WHEREAS, due to damage sustained at its animal shelter that makes it uninhabitable, Huachuca City has an immediate and severe need to provide animal care services to its community; and

WHEREAS, Sierra Vista can and is willing to provide to Huachuca City animal care services to care for stray and unwanted animals efficiently, effectively, and at a reasonable cost.

WHEREAS, pursuant to Arizona Revised Statutes, Section 11-952, which allows contracts/agreements between public agencies for cooperative actions, Sierra Vista and Huachuca City desire to enter into an Interagency Governmental Agreement for Sierra Vista to provide animal care services to Huachuca City.

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

SCOPE

Sierra Vista agrees to provide animal care services to Huachuca City as set forth in Schedule A, attached, subject to the terms and conditions set forth herein. Sierra Vista's services pursuant to this AGREEMENT are provided solely to Huachuca City for the purposes described herein.

Sierra Vista will charge Huachuca City for the animal care services provided pursuant to this AGREEMENT, at the rates established in Schedule A, attached. Sierra Vista reserves the right to adjust Schedule A on an annual basis and at any time unusual circumstances dictate. Sierra Vista agrees to provide Huachuca City with sixty (60) days notice prior to instituting any changes to the fees and terms detailed in Schedule A.

Sierra Vista personnel will perform the services identified herein and in the attached Schedule in accordance with generally-accepted practices and procedures. Sierra Vista shall endeavor to rectify any post-service problems upon notice by Huachuca City that a problem exists and will attempt to reach a mutually acceptable solution.

Sierra Vista may decline to perform any service that would not otherwise be performed pursuant to this AGREEMENT, and may temporarily suspend this AGREEMENT. Reasons for a decision to decline to perform a service or suspend the AGREEMENT include, but are not limited to, the extent, complexity or type of work requested, workloads or prior commitments. Huachuca City is not obligated, pursuant to this AGREEMENT, to have services performed by Sierra Vista, and may, in its sole discretion, elect to have services performed by other parties at any time.

TERM

The initial term of this AGREEMENT shall be from December 1, 2018 through June 30, 2019. Thereafter, it shall be deemed renewable for successive one-year terms as of July 1 of each year, unless terminated by mutual written agreement of both parties, or pursuant to the conditions of this AGREEMENT.

TERMINATION, DEFAULT, AND REMEDIES

Either party may request termination of this AGREEMENT with a 60-day prior written notice.

If Huachuca City fails to pay any of the sums required to be paid or fails to do any other things required to be done by Huachuca City under this AGREEMENT, Huachuca City

shall be deemed to be in default. If Sierra Vista fails to perform the services required to be performed, fails to pay any of the sums required to be paid or fails to do any other thing required to be done by Sierra Vista under this AGREEMENT, Sierra Vista shall be deemed to be in default.

If Huachuca City, after written notice, fails to remedy any default within 30 days, or if the remedy requires more than 30 days or fails to begin and diligently pursue remedy of the default within 30 days, Sierra Vista may, at its option, terminate this AGREEMENT by giving written notice of such termination to Huachuca City. Sierra Vista may also pursue any other remedies available to it under applicable law by reason of Huachuca City's default.

If Sierra Vista, after written notice, fails to remedy any default within 30 days, or if the remedy requires more than 30 days or fails to begin and diligently pursue remedy of the default within 30 days, Huachuca City may, at its option, terminate this AGREEMENT by giving written notice of such termination to Sierra Vista. Huachuca City may also pursue any other remedies available to it under applicable law by reason of Sierra Vista's default.

INSURANCE

It is understood that Huachuca City and Sierra Vista are both public bodies in the State of Arizona. Each party shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage insurance and automobile liability insurance with respect to its activities under this AGREEMENT.

Except as may be required by statute, the liability insurance referred to above shall provide, as a minimum, liability coverage for not less than \$1,000,000 combined single limit.

The limits of the required insurance shall be adjusted in accordance with the maximum limit of liability imposed on political subdivisions of the State of Arizona during the term of this AGREEMENT.

The insurance shall stipulate that the coverage shall not terminate or be canceled without thirty days written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the AGREEMENT, the Insuring Party shall provide a new policy with the same or greater limits. The Insuring Party agrees to maintain continuous, uninterrupted coverage for the duration of the AGREEMENT and to provide the Insured Party with evidence thereof.

INDEMNIFICATION

To the fullest extent permitted by law, Huachuca City shall defend, indemnify, and hold harmless Sierra Vista, its agents officers, officials and employees from and against all tortuous claims, damages, losses and expenses, including but not limited to attorney fees, court costs and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Huachuca City, its agents or employees. Huachuca City's duty to defend, hold harmless and indemnify Sierra Vista, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from caused by any of Huachuca City's acts, errors, mistakes, omissions, work or services in the performance or failure to perform under this AGREEMENT, including any employee of Huachuca City or any other person for whose acts, errors, mistakes, omissions, work or services Huachuca City may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, Sierra Vista shall defend, indemnify, and hold harmless Huachuca City, its agents officers, officials and employees from and against all tortuous claims, damages, losses and expenses, including but not limited to attorney fees, court costs and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Sierra Vista, its agents or employees. Sierra Vista's duty to defend, hold harmless and indemnify Huachuca City, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from caused by any of Sierra Vista's acts, errors, mistakes, omissions, work or services in the performance or failure to perform under this AGREEMENT, including any employee of Sierra Vista or any other person for whose acts, errors, mistakes, omissions, work or services Sierra Vista may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ADMINISTRATION OF AGREEMENT

Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this AGREEMENT and providing other administrative services as necessary. Any disputes arising under this AGREEMENT which cannot be resolved by the above-mentioned representatives, shall be referred to the City Managers for joint resolution. Disputes not resolved at this level shall be referred to binding arbitration to be

conducted by a panel of three arbitrators, one selected by each party, and the third selected by the two arbitrators.

NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

CITY

AGENCY

ASSIGNMENT

Neither party shall assign the rights or duties under this AGREEMENT to a third party without the written consent of the other party. Any such assignment in violation of this AGREEMENT will be grounds for termination of the AGREEMENT.

NON-DISCRIMINATION

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

RIGHTS OF PARTIES

The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

SEVERABILITY

The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

OTHER TERMS

1. **WORKER'S COMPENSATION:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

2. **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

3. **NO BOYCOTT OF ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

4. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

5. **INSPECTION AND AUDIT.** The parties agree to retain and dispose of all books, accounts, reports, files, and other records pursuant to the provisions of the Arizona State Library, Archives & Public Records General Records Retention Schedule for All

State and Local Agencies. The parties further agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

6. PUBLIC RECORDS LAW. Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

7. JURISDICTION AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, two identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first above written.

APPROVED BY:
TOWN OF HUACHUCA CITY

APPROVED BY:
CITY OF SIERRA VISTA

By _____
Johann Wallace, Mayor

By _____
Frederick W. Mueller, Mayor

DATED: _____

DATED: _____

ATTEST:

By _____
Jill Adams, City Clerk
City of Sierra Vista

Pursuant to A.R.S. §11-952, this AGREEMENT has been reviewed by legal counsel for each party to determine it is in proper form and is within the power and authority granted under the laws of the State of Arizona to the respective client agency.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas Benavidez, City Attorney
Town of Huachuca City

Nathan Williams, City Attorney
City of Sierra Vista

Schedule A

**City of Sierra Vista
Nancy J. Brua Animal Care Center**

Animal Services Agreement

1. Any domestic stray animals found within the city limits of Huachuca City will be dropped off at the Nancy J. Brua Animal Care Center (NJBACC) by a Huachuca City Animal Control Officer (HCACO), Huachuca City employee or volunteer. An impound sheet with the following information shall be provided:

- a) Date and time found
- b) Address or general location of where the animal was found
- c) Incident description
- d) Owner or possible owner information (if known)
- e) Tag information (if available)
- f) Microchip number (if available)

2. If the animal has tags, or microchip, or there is a known possible owner, the HCACO shall be responsible for attempting to make contact with the stray animal's owner.

3. If the animal was involved in an attack or bite incident, the HCACO is to complete the bite investigation and provide a copy of the bite case report to the NJBACC with the following information:

- a) Date and time of bite
- b) Address or location where bite occurred
- c) Name, age, address and phone number of bite victim
- d) Name, address and phone number of owner
- e) Site of the bite on victim's body
- f) Did victim seek medical attention?
- g) Rabies vaccination history
- h) Circumstance of the bite
- i) Does the owner want the dog back?
- j) Will the owner be cited?

4. If the animal was involved in any other type of nuisance incident, the HCACO is to complete the nuisance investigation and provide a copy of the case report to the NJBACC with the following information:

- a) Date and time of incident
- b) Address or location of the incident
- c) Name, age, address and phone number of victim
- d) Name, address and phone number of owner
- e) Incident description
- f) Does the owner want the dog back?
- g) Will the owner be cited?

5. Animals that were seized by HCACO or HCPD due to cruelty or neglect should be seen by a veterinarian immediately at Huachuca City's expense. HCACO may contact

the NJBACC to get assistance with scheduling an appointment with a Sierra Vista contracted veterinarian. Veterinary services may be billed to Huachuca City. Provide a copy of the veterinary report and case report to the NJBACC with the following information:

- a) Date and time of incident
- b) Address or location of the incident
- c) Name, address and phone number of owner
- d) Incident description
- e) Will the owner be cited?
- f) Can the owner have the animal(s) back?
- g) Does the animal(s) need to be held as evidence?
- h) Does the animal(s) need treatment/medication?

6. When animals are seized for any other reason, HCACO shall provide a copy of the report with the same information requested above.

7. Residents that live within the incorporated city limits area of Huachuca City may turn in their animals at the NJBACC. A spreadsheet will be kept by the NJBCC with the following information:

- a) Date and time of intake
- a) Animal's name
- b) Animal's ID number
- c) When available for adoption

8. Any stray animals without identification will be held at the NJBACC for 72 hours before being available for adoption, transferred or euthanized.

9. Any stray animals with identification (tags, license, microchip, tattoo, known owner, etc.) will be held at the NJBACC for 7 days before being available for adoption, transferred or euthanized.

10. If an HC animal is picked up after NJBCC business hours, the HCACO/PD officer should contact the dispatch non-emergency number at 520-458-3311. If the animal is a stray, a SVPD officer can meet the HCACO/PD at the NJBCC and place the animal in one of the overflow kennels. If the animal is injured or needs to be quarantined, the on call SVACO should be contacted by dispatch to meet with the HCACO/PD at the shelter.

11. Huachuca City will be responsible for sterilizing, rabies vaccinating, parvo/distemper/cat combo vaccinating and microchipping any animals dropped off by HCACO or turned in by a HC resident through the Cochise County Humane Society (CCHS). Huachuca City will schedule the appointment and transport the animals to the veterinarian designated by the CCHS. The sterilization cost is funded by the CCHS. The parvo/distemper/cat combo vaccine should be given to the animals within the first 48 hours of intake. The vaccinations, microchip and sterilization are to be completed before the animal is placed for adoption or transferred. If Huachuca City is unable to complete vaccinations, microchipping, and sterilization, NJBACC will have these actions performed through a Sierra Vista contracted veterinarian and Huachuca City will be billed for the cost.

12. Huachuca City will be charged \$8.00 per day boarding fee for each animal during the holding period and until they are vaccinated, microchipped and sterilized.

13. After the holding period, once the animal has been vaccinated, microchipped and sterilized, Huachuca City will be charged a onetime \$25.00 intake fee.

14. If the animal needs to be euthanized after the holding period, Huachuca City will be charged a \$50.00 euthanasia fee.

15. Any puppies under a year old are parvo tested and held for up to 14 days to ensure they are healthy. Huachuca City will be charged \$15 for the parvo test. Please note that only one puppy is tested from a litter.

16. Note that the NJBACC vaccinates new intakes for kennel cough and leptospirosis.

17. HCACO will be responsible for preparing and shipping rabies specimens. HCACO may use the NJBACC facility to prepare, label and store the specimen until it is shipped.

18. HCACO/PD will be responsible for relocating, placing and transporting any wildlife that is picked up in HC. The wildlife animal can be boarded at the NJBACC until the animal is relocated.

19. Animals picked up in the unincorporated areas of Cochise County will not be boarded at the NJBACC under this agreement.

20. Deceased animals may be stored at the NJBACC. HC will be charged a \$5 disposal fee.

Fee Schedule	
Service	Fee
Boarding per day	\$8
Intake	\$25
Euthanasia	\$50
Deceased Animal Disposal	\$5
Parvo Test	\$15
FIV/FELV	\$15
Fecal Test	\$20
Microchip	\$5
4 in 1 Cat Vaccine	\$5
5 in 1 Plus Lepto Dog Vaccine	\$5
Bordatella Vaccine	\$5
Sterilization	\$100 - \$300*
*Depends on the veterinarian	