



**"HUB OF THE SOUTHWEST"**

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ADDENDUM TO  
REGULAR CITY COUNCIL MEETING  
JULY 24, 2018  
6:00 P.M.

The items on the following agenda are for discussion or consideration and possible action:

**NEW BUSINESS:**

- B. Discussion/possible action regarding Intergovernmental Agreement with Navajo County for Animal Control Services from July 1, 2018 to September 30, 2018-Police Chief Christensen.

Posted this 20th day of July 2018.

  
Cher Reyes, CMC CPM, City Clerk

**INTERGOVERNMENTAL AGREEMENT**  
**for**  
**ANIMAL CONTROL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made as of July 1, 2018, (the "Effective Date") by and between the CITY OF HOLBROOK an Arizona municipal corporation, ("CITY"), and NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT, ("COUNTY"):

**I. RECITALS**

1. The Parties are authorized to enter into this agreement pursuant to A.R.S. §11-201(A)(3), 11- 952, and 11-1005(A)(3).
2. The parties are authorized by statute and ordinance to perform animal control activities within their respective jurisdictions.
3. The County and City maintain equipment, and trained personnel for the maintenance, control, and impoundment and/or destruction of unclaimed or vicious dogs and unclaimed cats, vaccination and licensing of dogs, and rabies control and enforcement of animal ordinances.
4. The City desires to contract for animal care and control with County to provide for the health of the community and its pets.

**II. AGREEMENT**

1. COUNTY shall provide the City with animal control services during the term of this agreement.
2. County shall respond to 100% of the calls received for animal control services.
3. County agrees to be responsible for and enforce rabies/animal control in accordance with the City's Rabies/Animal Control Ordinances during the term of this agreement.

**III. TERM**

1. Upon execution by both Parties, this Agreement is effective from July 1st, 2018 through September 30, 2018, unless terminated earlier.

**IV. AUTHORIZATION**

1. Each party warrants that each official executing this Agreement on its behalf has been duly authorized to do so by a duly adopted resolution, ordinance or other official action of its governing board or council. This Agreement may be executed in one or more counterparts.

**V. INDEMNIFICATION**

1. Each Party (as "Indemnitor") agrees to the extent allowed by law, indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims,

losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

## **VI. COMPLIANCE WITH APPLICABLE LAWS**

1. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:
  - A. Unless exempt under Federal law, both Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
  - B. Both Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
2. This IGA is subject to cancellation as provided by A.R.S. § 38-511.


***Remainder of page left intentionally blank, signature page to follow.***

Dated 7/10, 2018

Dated \_\_\_\_\_, 2018

Navajo County:

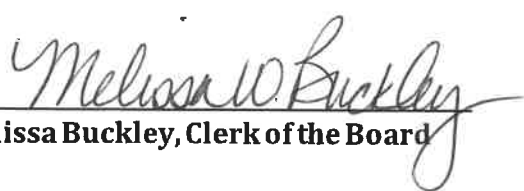
City of Holbrook:

By   
Steve Williams  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Bobby Tyler  
Mayor

Attest:

Attest:

  
Melissa Buckley, Clerk of the Board

\_\_\_\_\_  
Cher Reyes, City Clerk