

COUNCIL DECISION REQUEST

SUBJECT: IGA with Gila County for Animal Control

MEETING DATE: August 11, 2011

PAYSON GOAL: NEW: EXISTING:

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Debra A Galbraith

AMOUNT BUDGETED: \$174,000.00

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: \$0.00

CONT. FUNDING REQUIRED: \$0.00



EXHIBITS (If Applicable, To Be Attached):
Gila County IGA

POSSIBLE MOTION

- 1) I move to approve the IGA with Gila County for Animal Control funding and authorize the Mayor to sign all documents.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

Staff has worked with Gila County on a funding arrangement to recover some of the costs associated with the animal control function. Per state statute Animal control is a function of the County; it is a function that the Town has voluntarily taken on in the past.

This IGA is a cost recovery mechanism for the Fiscal year 2011/2012.

PROS:

CONS:

PUBLIC INPUT (if any):

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

FUNDING:

Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:
BA:	_____			Date: _____

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INTERGOVERNMENTAL AGREEMENT
RABIES ANIMAL CONTROL GRANT
GILA COUNTY
AND
TOWN OF PAYSON

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THIS AGREEMENT is made and entered into effective the 2nd day of August 2011, by and between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County", and the **TOWN OF PAYSON**, an Arizona Municipal Corporation, hereinafter referred to as "Town", for a one-time grant from the County to assist the Town with its rabies and animal control responsibilities.

RECITALS

The Mayor of the Town of Payson has requested and the Gila County Board of Supervisors hereby agrees to provide funding in the form of a one-time grant to the Town to supplement the funding of the Town's rabies and animal control program.

SCOPE

It is the intent of the County to provide \$135,000 in a one-time payment to the Town to cover the costs of administering the Town's rabies and animal control program within the Town limits. The Town has for a number of years performed this function within the Town limits and wishes to continue doing so.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The County will contribute the sum of \$135,000 to the Town for rabies and animal control operations within the Town limits.
2. The Town will perform all necessary and usual functions of a statutorily required rabies animal control program within the Town through June 30, 2012.
3. The Town agrees that the entirety of the \$135,000 will be used solely to fund the rabies and animal control operations of the Town.

4. The Town shall, prior to the issuance of the check by the County, submit to the County a copy of its Council approved 2012 Budget with sufficient line item detail to identify specifically where the funds are to be used.
5. The Town agrees to use all of the aforementioned funds by June 30, 2012, and further, to return to the County any funds not used for rabies and animal control.
6. The Town agrees to provide the County with an expenditure accounting of the \$135,000 as of June 30, 2012, by August 31, 2012, for the County fiscal year end.
7. The Town agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the Town as a result of the Town's use of the funds and its performance of the rabies and animal control operations.
8. If at any time during the term of this agreement, or within twenty-four months thereafter, the Town should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as result of the operations of the rabies and animal control function in the Town, the Town shall immediately notify the County Attorney and the Chief Deputy Clerk of the Board of Supervisors and provide all information requested concerning the claim.
9. The County and the Town both agree that the County will acquire no title or other real or personal property interest in any of the Town's buildings, vehicles or equipment and that the Town is solely responsible for the Town's rabies and animal control operation.
10. The County and the Town agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement (IGA) and that the IGA will expire after both parties have complied with their obligations under this agreement.
11. This IGA is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein set their hands and seals this 2nd day of August 2011.

TOWN OF PAYSON

Kenny Evans, Mayor

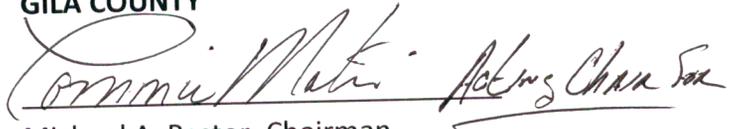
Approved as to form:

Tim Wright, Attorney

Attest:

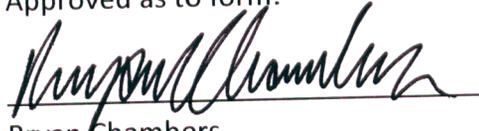
Silvia Smith, Clerk

GILA COUNTY



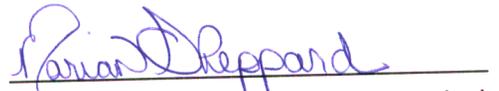
Michael A. Pastor, Chairman
Board of Supervisors

Approved as to form:



Bryan Chambers
Chief Deputy County Attorney

Attest:



Marian Sheppard, Chief Deputy Clerk