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**AGREEMENT BETWEEN HUACHUCA CITY AND COCHISE COUNTY  
FOR OPERATION OF AN ANIMAL SHELTER**

The Town of Huachuca City (hereinafter the "Town"), and the County of Cochise, State of Arizona (hereinafter the "County"), hereby agree to operate an Animal Shelter according to the provisions set forth herein. This agreement is authorized by A.R.S. Section 11-952 and Section 24-371(A), and the resolutions of the Town and County annexed as Exhibits to this agreement.

WHEREAS, the Town and County jointly constructed an Animal Shelter within the Town of Huachuca City in 1987;

WHEREAS, the Town wishes to continue use of this shelter for confinement of dogs and other animals that come into the custody of the Town's employee in the performance of their official duties, and

WHEREAS, the County wishes to continue use of this shelter for the confinement of dogs and other animals that come into the custody of the County enforcement agent, as that term is used in A.R.S. Section 11-1005 or any successor statute, in the performance of their official duties;

NOW THEREFORE, it is mutually agreed that the Town and County shall establish, operate and maintain a shelter upon the following terms and conditions;

**(1) TERM:**

The duration of this Agreement shall be from July 1, 2003 until terminated by a party, provided that the Agreement shall be effective only when it is recorded in the Cochise County Recorder's office. This Agreement supersedes and replaces all prior Agreements between the parties for the operation of an Animal Shelter in Huachuca City.

**(2) RESPONSIBILITIES OF PARTIES:**

**(A) RESPONSIBILITY OF TOWN:**

(1) The Town shall furnish the shelter located on following land, to which Town shall retain title:

Those portions of Lots two (2) and three (3) and the Southwest quarter of the Northeast quarter of Section eight (8), in the Township Twenty-one (21) South, Range Twenty (20) East of the Gila and Salt River Base and Meridian, in the County of Cochise, State of Arizona, more particularly described as follows:

Beginning at the Northeast corner of said Lot (3); thence South (0) degrees (00) minutes (15) seconds West, along the easterly line of said Lot (3) identical with the westerly line of the Ft. Huachuca Military Reservation, a distance of 261.23 feet; thence North 89

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degrees 54 minutes 45 seconds west 79.85 feet to a point on the easterly line of a street dedicated by instrument recorded March 28, 1960, in Docket 242, at page 3; thence North 01 degree 10 minutes 45 seconds East, 231.25 feet along the easterly line of said street; thence North 68 degrees 12 minutes east, 83.08 feet to the point of beginning.

(2) The Town shall be responsible for operating the shelter, paying all expenses associated with operation of the facility.

(3) Town shall provide manpower to fully operate the shelter. Town shall collect applicable revenues for County animals and shall be responsible for issuing receipts and turning over such collected funds to the County.

(4) The Town Clerk shall also provide an annual budget for the operation and maintenance of the shelter at least ninety (90) days prior to the beginning of each fiscal year, including an accounting of the animals housed/euthanized for the County, and submit it to the County for review and approval.

**(B) RESPONSIBILITIES OF COUNTY:**

(1) The County shall pay the town the sum of three thousand five hundred dollars for each month, or part thereof, for actual and reasonable operational costs of the facility.

(2) Payment by County shall be made upon receipt of Demands for payment in accordance with applicable County purchasing procedures.

**(C) RESPONSIBILITIES OF BOTH PARTIES:**

(1) Town shall perform all maintenance and repairs of the facility. If expansion of the facility is required, the Town will provide the labor and the County will provide the materials, if there has been prior written approval by the County Administrator for the County and Town Administrator for the Town for such expansion.

(2) County will provide the syringes and the euthanistic chemicals.

(3) The Town and County shall each maintain a minimum of One Million Dollars of liability insurance covering personal injury and property damage caused by the operation of the animal shelter, and particularly insuring against damage caused by animals and animal bites. Each party agrees to be responsible for any and all liability for damages to the extent attributable to negligent or wrongful acts of its officers, agents or employees.

**(3) OPERATION:**

All animals, which come into the custody or control of the shelter, shall be treated in accordance with all applicable statutes, rules and regulations of the State of Arizona or any duly authorized agency or political subdivision thereof, and in any case, humanely. The shelter shall be operated so as to conform to any reasonable guidelines for shelters

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which are propounded by the Society of the Prevention of Cruelty of Animals. The day-to-day operation of the shelter shall be the responsibility of the Town.

**(4) TERMINATION:**

Either the Town or the County may terminate this Agreement upon giving the other party thirty (30) days written notice of its intention not to renew the agreement or upon 60 days written notice if during the fiscal year. Upon termination, the Town shall pay to the County a sum equal to the cost of materials for any buildings and personal property paid for by the County within 180 days of the date of termination, pursuant to an appraisal by an independent appraiser hired by the County and agreed to by the Town.

**(5) CANCELLATION:**

This Agreement may be cancelled as provided in A.R.S. 38-511, the pertinent provisions of which are incorporated herein by reference.

**APPROVED:**

Cochise County Board of Supervisors

Town of Huachuca City



Patrick Call  
Board of Supervisors, Chairman

George Nerhan  
Mayor, Huachuca City

**ATTEST:**



Nadine Parkhurst, Clerk

**APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THIS STATE TO THE RESPECTIVE PUBLIC AGENCY:**

Attorney, Cochise County

  
Attorney, Huachuca City

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