

**FIRST ADDENDUM TO JANUARY 24, 2023,
INTERGOVERNMENTAL AGREEMENT
FOR POLICE AND FIRE SERVICES
BETWEEN THE TOWNS OF
EAGAR, ARIZONA AND SPRINGERVILLE,
ARIZONA**

ANIMAL CONTROL SERVICES

THIS FIRST ADDENDUM (“Addendum”) is made and executed on the date of the last authorizing signature thereto, by and between the TOWN OF EAGAR and the TOWN OF SPRINGERVILLE, which are collectively referred to as the “Parties” and individually as a “Party”:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated January 24, 2023, (the “Original Agreement”) for the joint exercise of powers regarding the Parties’ need for police and fire services through the creation of joint departments. All capitalized terms used without definition in this Addendum shall have the definitions ascribed to them in the Original Agreement, as modified by this Addendum.

WHEREAS, the Parties now desire to add to the Original Agreement upon the terms and conditions contained in this Addendum to address the joint exercise of powers by the Parties regarding animal control matters.

WHEREAS, the recitals in the Original Agreement are incorporated herein by this reference in addition to the recitals above

NOW, THEREFORE, it is hereby agreed between the Parties as follows in order to supplement the Original Agreement between the Parties:

1. Purpose of Addendum.

The purposes of this Addendum are:

- a. To formalize a process whereby animal protection and control activities can be provided jointly within the Towns of Springerville and Eagar.

2. Basic Services.

Services to be provided include, but are not limited to, the following:

- a. Operation and maintenance of animal shelter and impound facilities for all dogs, cats, and other pet animals and other animals that require humane care within the Towns of Eagar and Springerville. The service will be for animals brought to the shelter by their owners or caretakers for humane disposition as well as for animal protection and control actions authorized or ordered by the Parties to this Addendum.

b. Additional services rendered under this Addendum may also include:

(1) Humane enforcement of animal control laws; and

(2) Licensing of animals.

3. Animal Control Employees.

All Animal Control employees will be considered employees of the TOWN OF SPRINGERVILLE and will receive all compensation from the TOWN OF SPRINGERVILLE. Pursuant to this Addendum, such employees shall be given authority and jurisdiction to act within the boundaries of the TOWN OF EAGAR to enforce animal control laws of the TOWN OF EAGAR, including but not limited to citations.

4. Animal Control Expenses

The TOWN OF SPRINGERVILLE is hereby designated with authority and responsibility for providing all services related to animal control, and to be reimbursed for these expenses at the same percentage contained in the Original Agreement. These services include but are not limited to the following:

a. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the State of Arizona.

b. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities.

c. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of all Animal Control employees.

d. The cost of all animal control services and shelter activities.

5. Terms for Default and Early Termination.

In the event that one Party to this Addendum fails to perform any of the obligations or provisions hereof, then the other parties to this Addendum may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Addendum. Termination of this Addendum shall not be a termination of the Original Agreement unless such intent is expressly made in writing as part of the termination of this Addendum by a Party.

Any Party to this Addendum may, with 90-day prior written notice, terminate, in whole or in part this Addendum. There shall not be any penalty, consequence or other damages for an early termination of this Addendum. Termination of this Addendum shall not be a termination of the Original Agreement unless such intent is expressly made in writing as part of the termination of this Addendum by a Party.

6. Arbitration.

In the event of a dispute between any of the Parties to this Addendum relating to the construction of this Addendum or animal control or Addendum shelter services rendered pursuant to this Addendum, such dispute shall be settled by arbitration in the manner described in the Original Agreement.

7. Term.

The term of this Addendum shall match the Original Agreement unless or until this Addendum is terminated either on its own or in concert with termination of the Original Agreement.

8. Severability.

If any term or condition of this Addendum or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable within this Addendum and in regard to the Original Agreement.

9. Review of Addendum.

The terms and conditions of this Addendum shall be reviewed periodically by the TOWN OF SPRINGERVILLE and TOWN OF EAGAR for appropriateness and currency.

10. Amendments.

Any addition, deletion or change to the terms and conditions of this Addendum shall be in the form of a written amendment approved by each of the Parties.

11. Governing Law.

Governing law and venue under this Addendum shall be the same as stated in the Original Agreement.

12. Supersedes Prior Agreements.

This Addendum supersedes all prior agreements between these parties on the same subject matter of animal control services. **This Addendum is only meant as a supplement and does not supplant the Original Agreement between the Towns of Eagar, Arizona and Springerville, Arizona.**

13. Section 20(A) of the Original Agreement is updated to reflect the updated contact information for the attorney for TOWN OF SPRINGERVILLE as “Copy To: Mangum Wall Stoops & Warden, PLLC; Attn: Brandon J. Kavanagh, Esq.; 112 N. Elden Street; Flagstaff, AZ 86001”. The other subsections of Section 20 of the Original Agreement remain as written.

Town of Springerville, an Arizona municipal corporation

By: _____
Shelly Reidhead, Mayor

Date: _____

Attest:

By: _____
Kelsi Miller, Town Clerk

Town of Eagar, an Arizona municipal corporation

By: _____
Steve Erhart, Mayor

Date: _____

Attest:

By: _____
Jessica Vaughan, Town Clerk

PROPER FORM AND AUTHORITY:

This Addendum has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

By: _____
Town of Eagar Legal Counsel
Brett Rigg

By: _____
Town of Springerville Legal Counsel
Mangum, Wall, Stoops & Warden, PLLC