

## **ANIMAL SHELTER AGREEMENT**

Whereas, the City of Bisbee, hereinafter “the City” and the Bisbee Community Development Department hereinafter “the Department,” have the responsibility of maintaining the Bisbee Animal Shelter, hereinafter “the Shelter,” for the safe and humane custodial protection of animals pursuant to state statute and City ordinance; and

Whereas, Ms. Kathy Flood, hereinafter “Shelter Administrator,” agrees to oversee the Shelter in that capacity, with her stated mission and purpose to include:

The reasonable and prudent reduction of animal overpopulation through facilitation of spay and neuter programs; and

The promotion of the health and humane treatment of all animals maintained at the Shelter; and

The facilitation of adoptions of animals maintained at the Shelter; and

Whereas, Shelter Administrator is willing to provide assistance in the operation of the Shelter and the City is willing to accept this administrative assistance,

### **IT IS THEREFORE AGREED AND STIPULATED AS FOLLOWS:**

The Shelter Administrator shall be responsible for the supervision of all adoptions of animals from the Shelter. Such supervision shall include screening of interested parties, completion and maintenance of all adoption-related records, collection of adoption fees and follow-up on adopted animals.

The Shelter Administrator will be responsible, through paid or volunteer representatives, for the operation and maintenance of the Shelter during the following periods of time:

Tuesday thru Sunday 10:00 a.m. to 5:00 p.m.

The Shelter Administrator may also provide volunteer representatives, as available, to operate and maintain the Shelter at additional times during each week. “Maintenance” shall include feeding of the animals, cleaning of the kennels and cat cages, monitoring the health of the animals, and – as practicable – walking of the dogs.

The Shelter Administrator duties shall also include supervision of the activities of the volunteer and paid personnel who operate and maintain the Shelter. The Shelter Administrator will be compensated by the City at the rate of \$250 per week. The compensated rate is subject to review and adjustment by the City Manager with approval by the Mayor and Council.

The Shelter Administrator shall acknowledge that the City and the Department, by and through the City Manager, have the exclusive legal authority and responsibility for

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all animal intakes at the Shelter, as well as the legal authority and responsibility for investigation of animal matters, including the issuance of citations and decisions in cases of dog bites, quarantine and other animal-related problems. Any citizen call to Shelter requesting intervention in an animal-related problem, including unwanted or stray animals, will be referred to the Bisbee Police Department's dispatcher as soon as possible after the call is received, in order so that he/she may dispatch the Humane Officer.

The Shelter Administrator will be responsible for monitoring and coordinating an animal's medical well-being upon intake, including scheduling veterinary medical and shelter exams, should that kind of medical care be required. Animals impounded in the Shelter become the physical and financial responsibility of City and The Department, and so any medical financial debt incurred must be reasonable.

The parties to this Agreement acknowledge and agree that, pursuant to Ordinance O-14-07 passed in 2014, no animal will be euthanized as long as that animal can be humanely, safely, and sustainably cared for at the Shelter. That said, no animal may be housed in over-crowded or dangerous conditions with other animals, and no animal may be subject to conditions that cause psychological distress. The Department shall be responsible for euthanasia after consultation with the Shelter Administrator.

The Shelter Administrator shall be responsible, in coordination with the Humane Officer and Shelter Coordinator, for transportation of animals to and from veterinary clinics for the purpose of sterilization, vaccination and other veterinary care as necessary. The City shall provide a vehicle for transportation of animals.

In order for the Shelter Administrator to carry out their duties and responsibilities, as set forth in this Agreement, the City and the Department shall provide the Shelter Administrator with reasonable access to the Shelter. Keys to the Shelter shall be issued to the Shelter Administrator.

The Humane Officer and other Bisbee Police Department officers, as necessary, are responsible for the confiscation, intake and impounding of all animals at the Shelter. To the extent possible, the Humane Officer is also responsible for gathering and providing appropriate information for all new animals, including but not limited to, name, age, address (or area found), sterilization status, shots, vet records, and any noteworthy animal condition or personality traits.

As soon as reasonably possible, the Humane Officer shall notify the Shelter Administrator of any ill, injured, or potentially dangerous animal brought to the Shelter or taken to a veterinary clinic by the Humane Officer. The Humane Officer will coordinate with the Shelter Administrator and/or Shelter Coordinator to provide timely transportation of such animals for necessary care.

The City shall be responsible for the purchase of necessary animal supplies, including medical, feed, cat litter, cleaning supplies and other materials necessary for the maintenance of the animals and the Shelter.

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The City shall maintain appropriate liability insurance coverage for all persons who may be present at the Shelter, including all volunteers, as well as any person visiting the Shelter to view the animals.

The City shall be responsible for maintaining the physical plant and all necessary utilities at the Shelter, including but not limited to: water, gas, electricity, the City's phone line, and fencing.

This Agreement shall remain in effect until June 30, 2016. It shall be automatically renewed for two (2) additional one-year terms unless either party, with thirty days' notice, shall advise the other in writing of its intent to terminate or non-renew. This Agreement may be subject to termination pursuant to A.R.S. § 38-511, in the event of any unlawful conflict of interest.

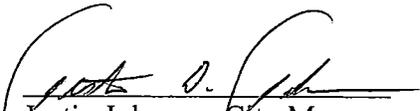
Either party (the City or Ms. Kathy Flood) may cancel this agreement for any reason with thirty (30) days' notice in writing to the other, and the City may terminate this agreement sooner, if necessary, for cause. Notices shall be mailed or delivered to the parties at the following addresses:

Ashlee Coronado, City Clerk  
City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603

Kathy Flood  
PO Box 283  
Bisbee, AZ 85603

Authorized during a properly noticed meeting of the City of Bisbee Mayor and Council held on January 6, 2015;

**DATED** this 6<sup>th</sup> day of January, 2015

  
Justin Johnson, City Manager  
City of Bisbee

  
Kathy Flood

Approved as to form:



Anne Carl  
City Attorney