

**CITY CLERK  
ORIGINAL**

C-8521  
06/25/2013

**INTERGOVERNMENTAL  
AGREEMENT**

**FISCAL YEARS 2014-2018**

*C-79-14-002-3.00*

**AGREEMENT FOR ANIMAL CONTROL SERVICES**

**BETWEEN**

**Maricopa County**

**And**

**The City of Glendale**

## AGREEMENT FOR ANIMAL CONTROL SERVICES

C-79-14-002-3-00

This intergovernmental agreement, hereinafter called Agreement, is entered into by and between Maricopa County, administered through Animal Care and Control (hereinafter called COUNTY), and the City of Glendale (hereinafter called CITY) and hereinafter collectively referred to as the "Parties"

The COUNTY maintains facilities, equipment, and trained personnel for the maintenance, control, and impoundment and/or destruction of unclaimed or vicious dogs and cats, including vaccination and licensing of dogs, and rabies control, and administration of animal ordinance offender diversion program.

The Parties are authorized to enter into this Agreement by A R S. § 11-201(A)(3), 11-952, 11-1005(A)(3).

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as a consent to any suit or waiver of any defense in a suit brought against the State of Arizona, the COUNTY, or the CITY in any State or Federal Court

### GENERAL PROVISIONS

**1. Term:**

Upon its execution by both Parties, this Agreement is effective from July 1, 2013 through June 30, 2018

**2. Amendment:**

This Agreement supersedes all previous Agreements between the Parties concerning animal control services. Nothing in this Agreement may be modified or waived except by written amendment, duly executed by both Parties

**3. Termination:**

Either party may, with or without cause, terminate this Agreement by giving the other Party one hundred eighty (180) calendar days' written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same

**4. Insurance:**

The Parties agree to secure and maintain sufficient insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement

**5. Record Keeping and Audits:**

The Parties agree to maintain and furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement as may be required by this Agreement and any applicable Federal and State laws, rules and regulations. Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party.

**6. Default:**

In the event of non-payment by CITY, this Contract shall be terminated and COUNTY obligations hereunder shall immediately cease.

**7. COUNTY Reporting Obligations:**

COUNTY shall provide CITY with quarterly routine statistical and/or management reports normally prepared by Maricopa County Animal Care & Control (hereafter referred to as the Department) concerning the services provided pursuant to this Agreement.

**8. Amendments to Ordinances:**

CITY may amend or repeal its ordinances related to companion animals. In the event of such amendment or repeal, if practicable, the CITY shall give COUNTY one hundred eighty (180) days written notice prior to implementing any changes to its ordinances related to companion animals. If the CITY cannot provide the COUNTY with one hundred eighty (180) days written notice prior to implementing any changes to its ordinances related to companion animals, the CITY will give the COUNTY such notice as is practicable. In the event the COUNTY objects to such amendment(s) or repeal, COUNTY may request additional compensation for enforcement of the amended ordinance or may terminate this Agreement.

**9. Conflict of Interest:**

Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is, at any time while the Agreement or any extension thereof is in effect, an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

**10. Indemnification:**

To the extent permitted by law, the COUNTY and the Department does hereby covenant and agree to indemnify, defend and hold harmless the CITY, its officers, elected officials, employees, contractors and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the COUNTY and the Department, its officers, employees, contractors, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

To the extent permitted by law, the CITY does hereby covenant and agree to indemnify, defend and hold harmless the COUNTY its officers, employees, contractors and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the CITY, its officers, employees, contractors, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

**11. Services:**

The COUNTY agrees to provide the field enforcement services described in Appendix B.

**12. Payment for Services:**

The CITY agrees to pay the COUNTY for services performed under this Agreement in accordance with Appendix A of this Agreement. The annual amounts due for each fiscal year shall be paid quarterly on August 1<sup>st</sup>, November 1<sup>st</sup>, February 1<sup>st</sup>, and May 1<sup>st</sup>.

**13. Pricing:**

Fees for services provided under this Agreement will be those currently approved by the Maricopa COUNTY Board of Supervisors, and identified on Appendix A, "Compensation Schedule." For the Fiscal year beginning July 1, 2013 and each subsequent fiscal year during the term of this Agreement, the COUNTY will notify the CITY by April 1 of the fee Compensation Schedule for services requested and provided under this Agreement for the following fiscal year. Fees for services shall be prepared in accordance with a formula developed by the Department and the COUNTY Office of Management and Budget, in accordance with Board of Supervisors Budgeting for Results Guidelines, which require full recovery of the COUNTY's direct and indirect costs. Any fee compensation Schedule change that exceeds five percent (5%) of the preceding fiscal year base fee shall be executed as an Amendment to this Agreement. Any fee adjustment that does not exceed the preceding fiscal year base fee by five percent (5%) shall be deemed accepted by the City and this agreement shall be automatically renewed for one (1) additional year without any further action by the parties. Any decision not to renew or amend this Agreement is subject to the Termination provisions of this Agreement.

**14. Force Majeure:**

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

**15. General Provision**

- A. The COUNTY and CITY each warrant that they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).
- B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
- C. Notices. Whenever written notice is required or permitted to be given by any party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to

To Animal Care and Control.

Maricopa County Animal Care & Control  
Rodrigo A. Silva  
Assistant County Manager  
2500 S 27<sup>th</sup> Ave  
Phoenix, Arizona 85009

To City of Glendale:

City of Glendale  
Stuart Kent  
Public Works Executive Director  
6210 W Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
Email: SKent@glendaleaz.com

With a Copy to.

City of Glendale  
Nick DiPiazza  
Acting City Attorney  
5850 W. Glendale Avenue, Suite 450  
Glendale, Arizona 85301  
Email: NDipiazza@glendaleaz.com

- D This Agreement shall not be assigned, in whole or in part, without the prior written consent of the parties, and any purported assignment in contravention of this provision shall be null and void.
- E. This Agreement shall be construed in accordance with the law of the State of Arizona.
- F Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.
- G. The person signing this Agreement warrant that he/she has full authority to execute and shall bind the Parties he/she represents

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IN WITNESS WHEREOF, the Parties enter into this Agreement:

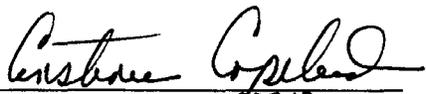
**MARICOPA COUNTY  
BOARD OF SUPERVISORS**

By:



Chairman

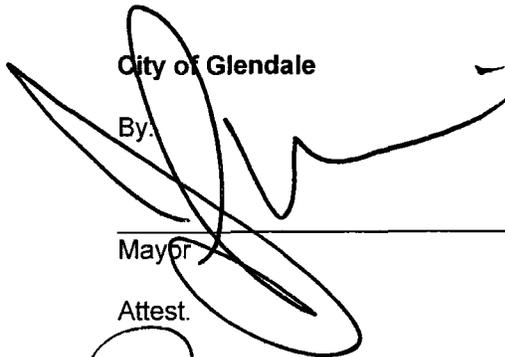
Attest:



DEPUTY Clerk of the Board 080713

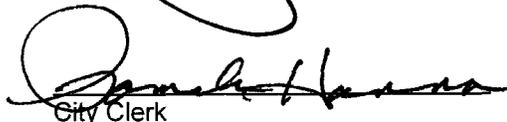
**City of Glendale**

By:



Mayor

Attest:



City Clerk

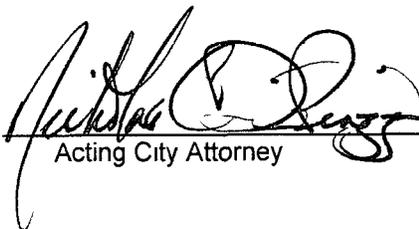
This Agreement has been reviewed pursuant to A.R.S. § 11-952 et. seq by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

By:



Deputy COUNTY Attorney

By:



Acting City Attorney

**APPENDIX A**

**COMPENSATION SCHEDULE Field Enforcement**

1	COUNTY Service Level Basic	
2	Minimum Staffing:	Adequate to respond to approximately 90% of Service Area
3	Service Cost	
	Fiscal Year 2013-2014	\$314,432
	Fiscal Year 2014-2015	An amount to be determined pursuant to Section 13 of this Agreement.
	Fiscal Year 2015-2016	An amount to be determined pursuant to Section 13 of this Agreement
	Fiscal year 2016-2017	An amount to be determined pursuant to Section 13 of this Agreement.
	Fiscal year 2017-2018	An amount to be determined pursuant to Section 13 of this Agreement

**APPENDIX B**

**SERVICES**

- 1 **Response Time.** The County shall arrive at the scene of an animal control incident in accordance with the schedule listed below:

Schedule 1 – 7:00 a.m. to 10:00 p.m.

Priority 1 -	Police/fire/school bite animal at large	1 hour
Priority 2 -	Aggressive stray at large	2 hours
Priority 3 -	Impound stray dogs Quarantine and investigate dog, and bat bites to human victims	5 hours
Priority 4 -	Enforce license/leash law	6 hours

Priorities 3 and 4, received after the public call center closes (5p m ), the response time will carry over until the next normally scheduled work shift (Review detail summary sheet Appendix B)

Schedule 2 – 10:00 p.m. to 7:00 a.m.

Emergency Response Third Shift 3 hours  
Imminent danger stray bite dog at large in process of attacking people.

2. **Ordinance.** Within the CITY, the COUNTY shall be responsible for and enforce rabies/animal control in accordance with the following sections of the CITY Rabies/Animal Control Ordinance: ARTICLE I. PART II, Chapter 6 – Animals

Sec 6-1 - Definitions

Sec 6-3 - Powers and duties of enforcement agent

Sec 6-4 - Dog licenses and tags

Sec 6-6 - Dogs not permitted at large, wearing licenses

Sec 6-8 - Handling of biting animals, responsibility for reporting animal bites. (a) (d) (f)

Sec 6-10 - Unlawful interference with county enforcement agent

3. **Hours of Operation.** The COUNTY shall operate a call center from 8 a.m. to 5 p.m. seven days a week, excluding observed COUNTY Holidays. Thanksgiving and Christmas. COUNTY shall provide Schedule 1 dispatch coverage from 7.00 a.m. until 10:00 p.m. seven days a week, excluding observed COUNTY Holidays. The COUNTY may close one day a year for all-hands training set on Columbus Day. The COUNTY shall provide Schedule 2, Priority 1 response services from 10.00 p.m. until 7:00 a.m. seven days a week, The COUNTY shall provide Schedule 2, Priority 1 response services from 12.00 a.m. until 11:59 p.m. on all observed COUNTY Holidays and the all-hands training day

**APPENDIX B (cont'd)**

<b>Service Level Response Time Matrix</b>			
<b>Service Level Schedule 1 &amp; 2</b>	<b>Hours</b>	<b>Phone</b>	<b>Priority</b>
Schedule 1 Normal Operating Hours Public	8a.m. to 5p.m.	602-506-7387 Call Center	1 to 4 and O
Schedule 1 Limited Service	5p.m. to 10p.m.	602-506-7387 Recording	1 to 4 and O
Schedule 2 Emergency Public Safety Limited Service	5p.m. to 10p.m.	602-506-1309 Dispatch Direct (non-public line)	1 to 3
Schedule 2 Third Shift Emergency Public Safety Imminent Danger	10p.m. to 7a.m.	602-506-1309 Dispatch Direct (non-public line)	Emergency

**APPENDIX B (cont'd)**

Clarification of Related Animal Activity Task		
<b>Function</b>	<b>Responsible Party or Agency</b>	<b>Department</b>
Barking Dog	Disturbance of peace	Glendale Police Department
Dead Animal	Public road way private contract	City of Glendale Public Works
Animal Cruelty Neglect	Police jurisdiction	Glendale Police Department
Sick Injured Animals strays	Contract Stray Maricopa County	MC Animal Care & Control
Abandoned Animals on private property	Land Lord/property owner/dog owner	Glendale Police Department
Misc Police Activities	(Police Task) Dog owner arrested dog abandoned. Dogs on private property confined on private property. Auto accident abandoned dog in car. Dog left in hot car. Police investigation of crime scene and owned dogs on property. Welfare check person dog owner died. Mental illness dog owner admitted. Owned dogs confined to property in dog fight. Dogs abandoned in hotel or motel. Stand- by support search warrant.	Glendale Police Department
Wildlife	State jurisdiction	Arizona Game & Fish
Feral Cat	No Ordinance	Private referral
Livestock	State Jurisdiction	Arizona Livestock
Bees	No ordinance	Fire Department or Private Organization
Dogs at large Municipal Park or Golf Course	Parks and Recreation & Maricopa County Animal Care & Control	Park Ranger, police or Maricopa County Animal Control
Exotic Dangerous Animals	No Ordinance	Glendale Police

**APPENDIX B (cont'd)**

<b>Service Contract Priority List</b>						
<b>Priority 1 1 hour or less</b>	<b>Priority 2 2 hours</b>	<b>Priority 3 5 hours</b>	<b>Priority 4 6 hours</b>	<b>Priority 0 - Other 24 hours or by appointment and contract approval</b>		
<b>Officer needs assistance: police/fire/animal control officer.</b>	<b>Aggressive animal at large imminent safety hazard.</b>	<b>Agency assist other than police</b>	<b>Leash law violator</b>	<b>Vicious animal petition</b>	<b>Community requested neighborhood sweeps.</b>	<b>License canvassing.</b>
<b>Animal bite running at large imminent safety hazard.</b>	<b>Animal in trap imminent health danger to animal</b>	<b>Dog in auto traffic public safety concern police not responding</b>	<b>Stray dog complaint at large. Area check.</b>	<b>Rabies license Check.</b>	<b>Kennel permits inspections.</b>	<b>Administrative and jurisdiction reports.</b>
<b>Animal at large on school grounds. (school in session)</b>	<b>Sick or injured stray imminent health danger to animal</b>	<b>Confined stray dog at business or private home.</b>		<b>Animal bite investigations follow up second sequence.</b>	<b>Live animal trap delivery or pickup.</b>	<b>Court Appearance or delivery</b>
		<b>Animal bite investigation follow up to open case</b>		<b>Bite Quarantine health check follow-up.</b>	<b>Release from Home Quarantine.</b>	<b>Neighborhood community events</b>
		<b>Dog confined on school grounds. No threat.</b>		<b>Rabies vaccination license compliance check</b>	<b>Chemical capture of stray dog</b>	
		<b>Animal complaint in progress: constituent will location of dog.</b>				