

INTERGOVERNMENTAL AGREEMENT

MARICOPA COUNTY ANIMAL CONTROL FACILITIES USE AGREEMENT FOR SHELTERING SERVICES

BETWEEN

MARICOPA COUNTY

[Administered by its Animal Care & Control Department]

and

THE CITY OF CHANDLER

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for use of Maricopa County Animal Pounds as prescribed in A.R.S. § 11-1013 (hereinafter “Animal Control Facilities”) is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (collectively referred to as “County”), and the **CITY OF CHANDLER** (“City”), a municipal corporation of the State of Arizona. The County and City are collectively referred to as “Parties” and individually as “Party.”

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities related to the County’s provision, and the City’s use, of County Animal Control Facilities.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-201(A)(3) authorizes the Board of Supervisors to contract on behalf of the County.
- 2.2 A.R.S. §§ 11-952 and 11-1013 authorize the County and City, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of Animal Control Facilities.
- 2.3 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances.
- 2.4 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the City to enforce the provisions of any City ordinance enacted for the control of dogs if the provisions are not specific to breed.

2.5 A.R.S. §11-1005(C), and County Ordinance No. P-13 authorize the County to establish fees for impounding and maintaining Domestic Animals at Animal Control Facilities.

3.0 TERM: This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).

4.0 AMENDMENTS: Any modification or amendment to the terms and conditions of this Agreement must be made by mutual written agreement signed by authorized signers for the Parties, including a new effective date.

5.0 RENEWAL: The Parties may renew this Agreement as many times as is desirable, but each extension may not exceed the duration of the Term (“Renewal”).

6.0 DEFINITIONS

6.1 The Definitions at A.R.S. § 11-1001 and City Code, § Chapter 14-15 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and City definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.

6.2 **Capacity:** Means the following:

6.2.1 West Valley:

6.2.1.1 350 large kennels for adoptable and/or stray dogs

6.2.1.2 24 kennels for small adoptable and/or stray dogs

6.2.1.3 15 “Life Rooms” for adoptable dogs

6.2.1.4 30 quarantine kennels for bite dogs

6.2.1.5 10 clinic kennels for injured dogs

6.2.1.6 10 kennels for stray cats

6.2.1.7 10 kennels for underage kittens

6.2.1.8 40 spaces for adoptable cats

6.2.2 East Valley:

6.2.2.1 354 medium/large kennels for adoptable and/or stray dogs

6.2.2.2 48 kennels for puppies and/or cats

6.3 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.

6.4 **Eligible Animals:** The County will accept the following Animals from the City’s Animal Enforcement Agent and its residents for Impound and/or quarantine in County Animal Control Facilities that have the Capacity to receive Eligible Animals (“Eligible Animals”):

6.4.1 Bite Cats: unvaccinated cats that have bitten a person;

- 6.4.2 Bite Dogs: unvaccinated dogs that have bitten a person;
- 6.4.3 Stray Dogs;
- 6.4.4 Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services (“DHS”) provided the City supplies the necessary paperwork;
- 6.4.5 Owner surrender bite dogs for euthanasia only at cost; and
- 6.4.6 Any Animals not listed above, with prior written approval by the County.
- 6.5 **Ineligible Animals:** The County will not accept the following Animals from the City for Impound and/or quarantine in County Animal Shelters (“Ineligible Animals”):
 - 6.5.1 Any Animal required to be impounded pursuant to a police investigation, arrest, or warrant;
 - 6.5.2 Any Animal required to be impounded pursuant to any animal cruelty, neglect, abandonment, or welfare check case;
 - 6.5.3 Sick or injured Animals;
 - 6.5.4 Animals impounded after a traffic accident;
 - 6.5.5 Animals other than dogs or cats for bite quarantine;
 - 6.5.6 Any species other than a dog or cat except as noted in 6.4.6, above;
 - 6.5.7 Animals, alive or dead, that are to be submitted to DHS for rabies testing;
 - 6.5.8 Animals to be held pursuant to a vicious case OR relinquished to the City due to a vicious case;
 - 6.5.9 Animals associated with police actions not in violation of this ordinance or that are seized from an owner;
 - 6.5.10 Dogs ordered into custody pursuant to a court order; and
 - 6.5.11 Owner surrenders except pursuant to 6.5.6.
- 6.6 **Intake Hours:** The County will accept Eligible Animals for Impound and/or quarantine Monday through Sunday during the hours of 11:00 a.m. to 1:00 p.m. at an Animal Control Facility with Capacity to receive Eligible Animals (“Intake Hours”).

7.0 COUNTY RESPONSIBILITIES

The County agrees to perform the following services (“County Services”):

- 7.1 Establish written intake/booking procedures (“Intake Procedure”) for the City prescribing recordkeeping requirements and tracking of, at minimum, source or caller identification, breed, animal gender, approximate age, circumstances of impound, species, location of impound by street and zip code, City tracking number.
- 7.2 Create an intake form to collect information necessary to track Animal intake (“Intake Form”) and provide Intake Procedure and Intake Form to City.

- 7.3 Maintain facilities, equipment, and trained personnel for provision of County Pounds.
- 7.4 Accept Eligible Animals for Impound and/or quarantine from the City during Intake Hours. If the City's Animal Enforcement Agent delivers an Eligible Animal to a County Animal Control Facility outside of Intake Hours during After Hours, the County may refuse delivery or accept delivery and charge the City an After Hours delivery fee.
- 7.5 Provide proper care and maintenance in accordance with A.R.S. §§ 11-1013(B) and 11-1021 to all Eligible Animals impounded and/or quarantined at Animal Control Facilities.
- 7.6 Impound Eligible Animals in accordance with the impound periods as outlined in A.R.S. §§ 11-1013 and 11-1014.
- 7.7 Invoice the City on a quarterly basis for services rendered according to the fees and costs schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered.
- 7.8 The County reserves the right to deny intake of an Animal for any behavior issue deemed by the County to be a threat to public health or safety.
- 7.9 The County reserves the right to return Animals to the City at the expiration of the legal holding period.
- 7.10 The County may temporarily suspend this Agreement without notice and in its sole discretion if the County determines:
 - 7.10.1 The City is non-compliant with a provision of this Agreement; or,
 - 7.10.2 The health and safety of an Animal or person is in jeopardy.
 - 7.10.3 A temporary suspension imposed by the County shall remain in effect unless and until the City comes into compliance or until the County enters a permanent order after notice and opportunity for hearing.
 - 7.10.4 The City shall be notified in writing for the reason for the temporary suspension upon issuance of the suspension and the City shall have five (5) business days to respond in writing from the date of the notice. The notice shall comply with the Notice provisions in Section 13, below.

8.0 CITY RESPONSIBILITIES

The City agrees to perform the following services ("City Services"):

- 8.1 Only deliver Eligible Animals to the County for impounding and/or quarantining.
- 8.2 In the case of a bite animal, provide a copy of the agency bite report which shall include owner name, address, and phone number (if known); victim name, address, phone number, and age; circumstances of bite, date, and time bite occurred, location where bite occurred, including zip code; victim relationship to animal owner, severity of bite, wound location on body, and what medical treatment, if any, was provided or sought.

- 8.3 Before attempting delivery of an Eligible Animal to a County Pound, conduct lost and found efforts to return the Animal to its Owner, including but not limited to, scanning Eligible Animal for microchips and contacting potential Owner.
- 8.4 Deliver only Eligible Animals to a County Animal Control Facility for impound and/or quarantine during Intake Hours.
- 8.5 Deliver Animals that are or, are suspected to be, victims of abandonment, cruelty or neglect to the provider contracted by the City for such services.
- 8.6 Deliver sick or injured Animals directly to a vet of the City's choosing.
- 8.7 Comply with County Intake Procedure.
- 8.8 Upon delivery of the Eligible Animal by the City to the County, provide the following information for all Eligible Animals delivered to the County by the City:
 - 8.8.1 Documentation showing attempts to return Eligible Animal to its Owner;
 - 8.8.2 Prior complaints made to the City about the animal;
 - 8.8.3 Bite history; and all information as outlined in 8.2;
 - 8.8.4 Information necessary to aide in the control of rabies, such as knowledge of bites, knowledge of rabies, etc.; and,
 - 8.8.5 Any additional information requested by the County that is necessary to properly impound, care for and pathway the Eligible Animal.
- 8.10 Daily boarding fee for the mandatory 3 day hold for all Animals of the same species as established in Appendix A to this Agreement.
- 8.11 Reserve sufficient funds in fiscal budget to pay for fees and costs charged pursuant to Appendix A to this Agreement.
- 8.12 Promote and enforce licensing as prescribed in A.R.S. §§ 11-1008, 11-1012, and City Code City Code, § Chapter 14-15.

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement ("Records"):
 - 9.1.1 Intake counts;
 - 9.1.2 Electronic impound records;
 - 9.1.3 Documentation of City attempts to return animal to Owner;
 - 9.1.4 All documentation related to dog licenses;
 - 9.1.5 All documentation related to rabies; and
 - 9.1.6 Any other books, accounts, reports, files or other documents related to this Agreement.
- 9.2 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The City shall retain records in accordance with the CITY Records Management Administrative Regulation, CC-01.
- 9.3 The Parties waive their respective public records procedure for obtaining Records.

- 9.4 The Parties shall have full access to, and the right to examine, copy, and make use of all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.5 The City will have access to County dog licensing data through a web portal, calls to the Animal Control Facility, and by email. The City will pay an annual Data Access and Maintenance fee to maintain this access. Use of the web portal, phone calls, or emails for licensing data are not subject records requests.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

10.0 FINANCING: The City will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendix A to this Agreement.

11.0 NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the City or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

12.0 AUDITS

- 12.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 12.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 12.3 The owner of the Records shall produce the requested Records as designated in this Agreement.
- 12.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 13.0.

13.0 NOTICE: Whenever written notice is required or permitted under this Agreement, such notice shall be 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 – or electronically mailed, addressed to:

MARICOPA COUNTY

Maricopa County Animal Care & Control

CITY OF CHANDLER

CITY of Chandler Police Department

c/o Al Aguinaga, Field Enforcement
Division Manager
2500 S. 27th Avenue
Phoenix, AZ 85009
Al.Aguinaga@maricopa.gov
(602) 506-2737

Candace Hammond, Planning &
Research Manager
PO Box 4008, MS 303M
Chandler, AZ 85255-4008
(480)782-4087

cc:
Maricopa County Animal Care & Control
c/o Kristi McMahon, Finance Manager
2500 S. 27th Avenue
Phoenix, AZ 85009
Kristi.McMahon@maricopa.gov
(602) 372-0602

cc:

14.0 TERMINATION

- 14.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice ("Termination").
- 14.2 Partial termination is prohibited.
- 14.3 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.
- 14.4 In the event of non-payment by City, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 14.5 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the City at the end of the hold period established by statute and will be governed by this Agreement.

15.0 INDEPENDENT CONTRACTOR: The City is an independent contractor, including the City's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other

Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.

- 16.0 SUBCONTRACTING:** The City shall not subcontract any portion of this Agreement to a subcontractor without the prior express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 17.0 ASSIGNMENT:** 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.
- 18.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 19.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Parties may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.
- 20.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by

the Indemnitor against all Claims. It is agreed that the City will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the City in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

21.0 PARTIAL PERFORMANCE: The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

22.0 INSURANCE: The Parties agree to secure and maintain sufficient insurance coverage for 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.

23.0 HEADINGS: Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

24.0 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement.

25.0 APPLICABLE LAW: Each Party shall comply with all applicable federal, state, and local laws, ordinances, Executive Orders, rules, regulations, standards, and codes whether or not specifically referenced herein.

26.0 VENUE; CHOICE OF LAW

26.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

26.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law.

IN WITNESS WHEREOF, the undersigned executing this Agreement on behalf of each Party represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the date last set forth below ("Effective Date").

MARICOPA COUNTY

CITY OF CHANDLER

By:

By:

Jack Sellers, Chairman
Maricopa County Board of Supervisors

Joshua Wright, City Manager
City of Chandler

Date

Date

Attest:

Attest:

Juanita Garza, Clerk of the Board

Dana Lang, City of Chandler Clerk

Date

Date

Approved as to Form:

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and City.

Karen Hartman-Tellez,
Maricopa County Deputy Attorney

Kelly Schwab,
Attorney for City of Chandler

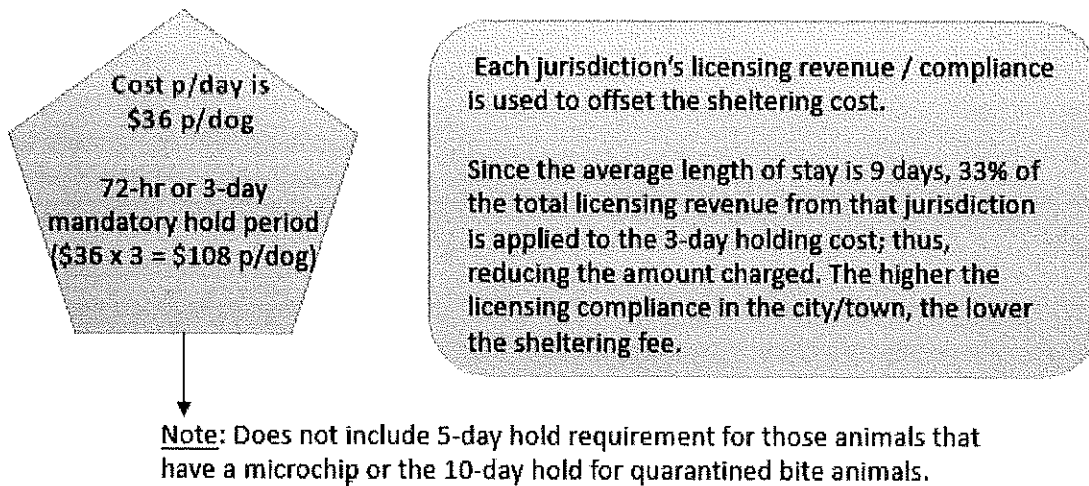
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Date

Date

APPENDIX A IMPOUND FEE SCHEDULE

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has authority to establish the following fees for impounding and maintenance of animals at County Animal Control Facilities. The City shall pay these fees on a quarterly basis to Animal Control Fund 572.



AVG FY20/FY21 Calculations for Initial Year (FY2023 or 7/1/22 - 6/30/23):

Yearly # of Impounds	At \$108 each	City's Licensing Revenue	33% Licensing Offset	Adjusted Sheltering Cost (cost-offset)
608	\$65,664	\$484,051	\$159,737	\$0