

INTERGOVERNMENTAL AGREEMENT ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County
Administered by its Animal Care & Control Department

and

The City of Goodyear

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for Animal Control Services is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (“MCACC”) (collectively referred to as “COUNTY”), and the **City of Goodyear** (“CITY”), a municipal corporation of the State of Arizona. The COUNTY and CITY are collectively referred to as “Parties” and individually as “Party.” In consideration of the following, the Parties agree as follows:

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities regarding the COUNTY’S provision of Animal Control Services to the CITY. The CITY needs Animal Control Services and desires to enter into this Agreement with the COUNTY to appoint the COUNTY as the statutory Enforcement Agent for the CITY to administer Animal Control Services, as defined in this Agreement.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-952 and 11-1013 authorize the COUNTY and CITY, as public agencies, to enter IGAs for joint cooperative action, which includes animal control services;
- 2.2 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;
- 2.3 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;
- 2.4 A.R.S. § 11-201(A) authorizes the Board of Supervisors (“BOS”) to act on behalf of the COUNTY;

- 2.5 Pursuant to A.R.S. § 11-1005 (A)(1), the BOS has designated MCACC as the “COUNTY enforcement agent” to perform animal control services. A.R.S. § 11-1007 authorizes the COUNTY enforcement agent to carry out its duties; and,
- 2.6 City of Goodyear Charter Article VIII authorizes the City to enter into agreements and City of Goodyear Code Ordinance Chapter 18 authorizes city civil code enforcement.

3.0 TERM: This Agreement is effective on July 1, 2021 (“Effective Date”) and terminates on June 30, 2022 (collectively, “Term”).

4.0 RENEWAL: The Parties may renew this Agreement up to two successive two-year terms/ as many times as desirable, but each extension may not exceed the duration of the Term (“Renewal”).

5.0 AMENDMENTS: Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for Parties. The Parties may renew or amend this Agreement upon the mutual written agreement signed by authorized signers for the Parties.

6.0 DEFINITIONS

6.1 The Definitions at A.R.S. § 11-1001 and CITY of Goodyear Code, § Chapter 7 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 **Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

6.3 **Animal:** Refers to dogs but may also include cats that have bitten a human.

6.4 **Animal At-Large:** A dog that is not contained by an enclosure or physically restrained by a leash.

6.5 **Animal Control Ordinance:** Laws set forth by A.R.S. Title 11, ordinances adopted by Maricopa County for unincorporated Maricopa County, and ordinances adopted by CITYs and Cities contracted with MCACC to provide Animal Control Services.

6.6 **Animal Control Services:** Services provided by MCACC that have been contracted and approved by the CITY or City and Maricopa County. Animal Control Services includes the following services performed within the response periods prescribed in Appendix B:

6.6.1 control or impound of Animals (dogs) At-Large;

6.6.2 enforcement of licensing and rabies vaccination laws and ordinances; and

6.6.3 rabies surveillance and impound of Animals who have bitten a human.

- 6.7 **Bite Animal At-Large:** An Animal that has bitten a human.
- 6.8 **Confined Stray-** Any dog which has been found roaming at large and the primary finder has taken into their private home or business for the purpose of confinement at the County Pound.
- 6.9 **County Observed Holidays:** Holidays identified in Appendix D.
- 6.10 **Domestic Animal:** As defined at A.R.S. § 11-251 (47), an animal kept as a pet and not primarily for economic purposes.
- 6.11 **Enforcement Agent:** As defined at A.R.S. § 11-1001 (4), the person in each County who is responsible for the enforcement of the animal control statutes and any rules adopted pursuant to those statutes.
- 6.12 **Limited Operation Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven (7) days a week except County Observed Holidays. Restricted access available to police and fire needing assistance with Priority 1 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.
- 6.13 **Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.
- 6.14 **Owner:** As defined in A.R.S. § 11-1001(10), any person keeping an animal other than livestock for more than six consecutive days.
- 6.15 **Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.
- 6.16 **Priority 2 Dispatch:** Request for service involving an Animal At-Large on school property while school is in session, Aggressive Dog(s), or if the dog is reported to have any type of injury or sickness Stray Dogs in imminent harm. May include lower level calls for service that require immediate attention based on the situation.
- 6.17 **Priority 3 Dispatch:** Request for service to impound stray dogs confined by the primary finder, at a private home or business. Bite cases, which have not just occurred, to investigate and/or advise quarantine.
- 6.18 **Priority 4 Dispatch:** Request for service to enforce license or leash laws. The location of the dog and dog owner is known, and a violation witnessed and reported for investigation of leash law.
- 6.19 **Primary Finder:** Citizen who has personally located and confined a stray dog and has taken the dog into their private home or business for purposes of confinement at the COUNTY Pound.
- 6.20 **Response Time:** The time within which the COUNTY will respond to a call for service which varies based on the time of the call and the priority assigned to the call.
- 6.21 **Stray Dog:** Means any dog three months of age or older running at-large that is not wearing a valid license tag.

- 6.22 **Sick or Injured:** A stray dog which has been reported to have some type of injury or suffering from some type of illness. This can include but is not limited to hit by a car, limping, suffering from heat related issues.
- 6.23 **Third Party:** A person or group, not under contract with the County or other municipality, that receives from the primary finder, traps, picks up, and/or confines for any period of time, Animals from another. For example, veterinarians and citizen groups who receive Animals from others are Third Parties under this Agreement. Businesses contracted by government jurisdictions to provide Animal Control Services are not Third Parties under this Agreement.

7.0 COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- 7.1 Provide Animal Control Services to the CITY, as defined and further prescribed in Appendix B.
- 7.2 Submit invoices quarterly for Animal Control Services provided.
- 7.3 If the CITY changes its Ordinance, the COUNTY may at its option, decline to enforce the changes to the ordinance or enter a written amendment adding enforcement of such changes, which may include modification of service and additional payment terms.

8.0 CITY RESPONSIBILITIES

The CITY agrees to:

- 8.1 Pay the COUNTY for Animal Control Services performed under this Agreement in accordance with Appendix A of this Agreement. The CITY will submit payment to COUNTY within thirty (30) days of receiving an invoice.
- 8.2 Notify the COUNTY of CITY ordinance changes no later than 90 days prior to the effective date of the change.

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.
 - 9.1.6 All documentation related to Immigration; E-Verify, Section 20.
 - 9.1.7 Any other books, accounts, reports, files, or other documents related to this Agreement required under law.
- 9.2 The CITY will have access to COUNTY dog licensing data through a web portal, calls to the animal control facility, and by email.

- 9.3 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's approved retention schedule.
- 9.4 The Parties waive the public records procedure for obtaining Records, including when using the web portal, phone calls, or emails for licensing data.
- 9.5 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.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

10.0 REPORTING: The COUNTY shall provide the CITY with quarterly routine statistical and/or management reports which provide the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.

11.0 FINANCING: The CITY will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendices A and B to this Agreement.

12.0 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.

13.0 AUDITS

- 13.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 13.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 13.3 The owner of the Records shall produce the requested Records in accordance with this Agreement.

13.4 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 14.0.

14.0 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:

COUNTY

Maricopa COUNTY Animal Care & Control
Shelter and Field Operations
c/o Dr. Robyn Jaynes, Director
2500 S 27th Avenue
Phoenix, AZ 85009
Robyn.Jaynes@maricopa.gov
(602) 506-2766

cc:

Maricopa COUNTY Animal Care & Control
c/o Lisa Esquivel, Deputy Director
2500 S. 27th Avenue
Phoenix, AZ 85009
Lisa.Esquivel@Maricopa.Gov
(602) 506-5100

CITY

CITY of Goodyear
c/o Police Chief
14455 W Van Buren St Ste E101
Goodyear, AZ 85338

cc: Roric Massey, City Attorney
190 N. Litchfield Rd.
Goodyear, Arizona 85338

15.0 TERMINATION

15.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice in compliance with the Notice requirements of this Agreement in section 14. The County may terminate the Agreement immediately upon discovery that the life, health, or safety of an animal or person is in jeopardy because of the actions or inaction of the CITY. The intentional failure of the CITY to provide requested information on a bite incident, attack incident, and/or stray hold constitute[s] the jeopardy of life, health, and safety of an animal and person and is grounds for immediate termination..

15.2 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.

- 15.3 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.
- 15.4 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.
- 16.0 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.
- 17.0 SUBCONTRACTING:** The CITY shall not subcontract or assign any responsibility or 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.
- 18.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any assignment in contravention of this provision shall be null and void.
- 19.0 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.
- 20.0 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 Party 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.

21.0 INDEMNIFICATION: To the fullest extent permitted under Arizona law, each Party and its agents (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party and its agents (as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including but not limited to court costs, attorneys’ fees, claim processing) (collectively, “Claims”) arising out of bodily or personal injury (including death) of any person 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Indemnitor against all Claims. 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.

22.0 DISPUTE RESOLUTION: In the event a dispute under this Agreement arises between the Parties, the Parties will follow this process:

22.1 The Parties will meet and confer in person about the issue. The Parties will make their best efforts to reach a resolution at this meeting.

22.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.

22.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.

22.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each party shall bear its own arbitration fees, attorneys’ fees, and costs.

23.0 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.

24.0 FORCE MAJEURE: Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.

25.0 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.

26.0 APPLICABLE LAW: 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.

27.0 VENUE; CHOICE OF LAW

27.1 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.

27.2 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. This Agreement shall be construed in accordance with the laws of the State of Arizona.

28.0 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.

29.0 ENTIRE AGREEMENT: 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.

IN WITNESS WHEREOF, the undersigned 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 Effective Date, as defined in Section 3.0 of this Agreement (Term):

MARICOPA COUNTY

CITY OF GOODYEAR

By:

By:

Jack Sellers, Chairman
Maricopa County Board of Supervisors

Mayor
City of Goodyear

Date

Date

Attest:

Attest:

Juanita Garza, Clerk of the Board

Darcie McCracken, City of Goodyear 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.

Talia Offord, Senior Deputy County Attorney
Attorney for Maricopa County

Roric Massey
Attorney for City of Goodyear

Date

Date

APPENDIX A

COMPENSATION SCHEDULE FOR ANIMAL CONTROL SERVICES

1. COUNTY Service Level: Animal Control Services
2. Service Cost for Initial Term: \$84,796

For the initial term of this Agreement, the CITY agrees to pay the COUNTY \$84,796. Thereafter, the CITY shall pay the COUNTY those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by the Department, which require full recovery of the COUNTY's direct and indirect costs. See Appendix A.

APPENDIX B

SERVICES

1. The COUNTY, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the CITY. See Appendix E.

2. Minimum Staffing: Staffing will be sufficient to respond to ninety percent (90%) of service requests within the period prescribed below

3. Response Times: The COUNTY will respond during Normal Hours of Operation. COUNTY staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification:

Priority 1	1 hour
Priority 2	2 hours
Priority 3	48 hours
Priority 4	72 hours

**See Appendix C for call for service types by priority.

4. Response Time during Limited Operations Hours: The COUNTY will only act on Priority 1 and 2 calls for service during Limited Operation Hours and only when the requesting police agency agrees to remain on scene for the duration of the time needed to handle the call for service. The COUNTY will not respond to priority 3 or 4 calls for service after 3pm until the commencement of the next Normal Hours of Operation. The response time for Limited Operations Hours will be two (2) hours maximum. The response time could be longer should a higher priority call for service be received. The choice to respond to higher priority calls is at the discretion of the COUNTY.

5. The COUNTY shall not respond to scenes involving owned animals being seized or impounded as a part of a police function related to neglect, abuse, abandonment, arrests, crime scene investigations, fire scenes, or any situation where the law enforcement officer has seized an owned animal. The COUNTY will not respond to citizen response requests for abuse, neglect, or cruelty of animals.

6. Law enforcement agencies needing assistance in accordance with this IGA can call the COUNTY Field Dispatch non-public phone line (602-506-1309) to request general assistance during Normal Hours of Operation and after 5pm for Priority 1 or 2 calls. The decision to respond is based on the information provided to staff at the time of the request. The COUNTY reserves the right to respond to non-emergency requests at the beginning of the next Normal Hours of Operation.

7. While the COUNTY is closed for business on all COUNTY Observed Holidays, the COUNTY reserves the right to provide limited response times from 7am to 10 pm on COUNTY

observed holidays. The police only line will be staffed for Priority 1 calls for service from 7am to 10pm on COUNTY Holidays.

8. The COUNTY shall provide lost and found service from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs at (602) 372-4598. This service will not be provided during the holiday coverage prescribed in Paragraph 7.

9. The COUNTY shall provide call center services during Normal Hours of Operation and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions. Call center services will not be provided during the holidays prescribed in Paragraph 7.

10. The COUNTY at its discretion may pick up dogs from Third Parties.

APPENDIX C

PRIORITY CLASSIFICATIONS

Maricopa County Animal Care & Control

Service Contract Priority List

Service hours: 8a.m. – 5 p.m. Normal Hours of Operation
5p.m. – 10p.m. Limited Hours of Operation and County Holidays

Priority-1 1-hour-or-less	Priority-2 2-hours	Priority-3 48-hours	Priority-4 72-hours	Priority-0--Other by appointment		
Officer needs assistance: police/fire/animal control officer. Officer on scene	Menacing animal at large imminent safety hazard	On duty municipal employees, not LEO	Area check no aggression	Vicious animal petition	Maricopa County Constables or Public Fiduciary	
Animal bite running at large / imminent safety hazard within last hour	Animal in trap	Trap check/Trap Pick up	Leash Law	Court appearance or delivery	Kennel permit inspections	
Animal at large on school grounds (school in session) does not include colleges	Sick or injured stray	Confined stray dog at business or home	Third Party Pick-ups		Canvassing	
Attack which has taken place in the last hour, dog still at large and possess immediate threat	Officer needs assistance: police/fire/animal control officer. Officer not on scene	Attack older than 3 hours. Animal bite investigations follow up second sequence		Barking dog	Public Information Booth	
	Attack within the last 3 hours dog still at large	Dog confined on school grounds		Kennel Permit		
	Animal bite investigation	Will show		Admin duties		

APPENDIX D
COUNTY OBSERVED HOLIDAYS

New Year's Day
Martin Luther King
Presidents Day
Memorial Day
Labor Day
Veterans Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

APPENDIX E

CITY of Goodyear

Dog not permitted at large	7-2-9D
Dog not permitted at large public	7-2-9C
Dog not permitted at large park	7-2-9C
Vicious	7-1-1
Failure to License	7-2-5
Unlawful Interference	7-2-12
Failure to wear	7-2-9B
Removal from impound	7-2-13
Failure to Quarantine	7-2-11A
Kennel Permit	7-2-7E
Unlawful Keeping	7-2-14