MARANA TOWN COUNCIL
STUDY SESSION
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 17, 2016, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on May 17, 2016, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

The Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

This Notice and Agenda posted no later than Monday, May 16, 2015, 6:00 PM, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov on the Town Clerk page under Agendas, Minutes and Recent Actions.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities and the Town's overhead projector/document reader. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Animal Control; discussion, direction and possible action regarding the provision of animal control services within the Town of Marana, including consideration of continuing the Town's contractual relationship with Pima Animal Care Center (PACC) and/or direction to explore alternatives to PACC for animal control services (Lisa Shafer)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

Notwithstanding the mayor’s discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

Council-Study Session **D1**

Meeting Date: 05/17/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: May 17, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Animal Control; discussion, direction and possible action regarding the provision of animal control services within the Town of Marana, including consideration of continuing the Town's contractual relationship with Pima Animal Care Center (PACC) and/or direction to explore alternatives to PACC for animal control services (Lisa Shafer)

Discussion:

Animal Control for the Town is governed by Title 6 of the Marana Town Code. Section 6-8-1 of that code gives the authority to any peace officer or town animal enforcement agent to enforce the provisions of this title and to issue citations for violations of it. Pima County Animal Care officers have been designated the town animal enforcement agent by intergovernmental agreement (IGA) since the 1980's. In the early IGAs with the County, animal care services were provided to the Town at a charge not to exceed $10,000 for the fiscal year once any revenues received were applied to cover expenditures. Over the years the Town has seen that number escalate to an anticipated $220,000 this current fiscal year, resulting in a net cost of $124,000 to be paid from the Town's general fund once offset by the anticipated $96,000 in revenues received from licensing and adoption fees. As an alternative to this IGA, we are currently exploring the option of bringing animal control in house and contracting out the sheltering and veterinarian services with a different outside provider. This would give the Town the ability to control the enforcement and licensing of the dogs in our Town as well as provide our citizens with outstanding responsive animal care services.

All of the jurisdictions within Pima County currently have IGA's with the County for Pima Animal Care Center (PACC) to provide animal care services. The combined amounts that all of the jurisdictions pay to the County are more than 50% of the operating budget for PACC. However, the jurisdictions have limited input into the overall operations of PACC, including

what programs are offered or even special adoption days where fees are reduced or waived. All of these activities have a direct effect on the Town's budget. Bringing animal control in-house allows the Town to be fiscally responsible with the dollars dedicated to animal care by controlling costs and providing only the services that are in the best interest of the Town. This also gives Town staff the ability to provide Marana residents with the quality customer service and responsiveness they are accustomed to receiving from our organization.

Town staff is currently exploring animal control/care alternatives, by reaching out to other jurisdictions around the state and beyond, to see how each jurisdiction handles its animal control. Staff has also met with the Humane Society of Southern Arizona to determine their capabilities to provide animal care services to the Town as well as gain guidance on how the Town can best develop an independent animal control/care program for our jurisdiction. While they could offer the Town the needed sheltering and veterinarian services, there may be other agencies in the area that could also provide those same services. Therefore, the Town would be required to issue a request for proposal on any future services that the Town cannot accommodate in house.

During the study session, staff will present elements of a comprehensive animal control/care program and seek the Council's input and direction. For the Council's convenience, the Town's current IGA with Pima County, which expires June 30, 2016, and the County's proposed IGA for FY 2017, are included in the materials.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$220,000

Outside animal control services have been budgeted in the amount of $220,000. This amount is based on the past year's expenditures billed to the Town for services provided by PACC. Any changes to the service delivery model could impact this amount positively or negatively.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

2017 Draft IGA
Current IGA with Pima County

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE TOWN OF MARANA
FOR ANIMAL CARE AND ENFORCEMENT SERVICES

This Intergovernmental Agreement (hereinafter "Agreement") is entered into pursuant to A.R.S. § 11-952 by and between the Town of Marana (hereinafter "the Town"), a body politic and corporate of the State of Arizona and Pima County, (hereinafter "the County") a political subdivision of the State of Arizona.

RECITALS

WHEREAS, the Town desires to enter into an agreement with the County for the provision of animal control services within the geographical jurisdiction of the Town relating to enforcement of the Marana Town Code, Title 6 Animal Control, (hereinafter Town Animal Control Ordinances) as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise; and

WHEREAS, pursuant to A.R.S. § 11-1013, the County operates the Pima Animal Care Center for the intake and sheltering of stray and surrendered animals; and

WHEREAS, the County has the experience and expertise to enforce Town Animal Control Ordinances, and is engaged in certain activities relating to vaccination and licensing activities, rabies control, stray and surrendered animal intake; and

WHEREAS, the Town and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the Town of Marana and the County, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1.0 **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of animal control services within the geographical jurisdiction of the Town relating to enforcement of the Town Animal Control Ordinances, as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise.

2.0 **Term/Effective Date.** This Agreement is effective for one (1) year from July 1, 2016 through June 30, 2017. The Parties shall have the option to extend this Agreement for up to four (4) additional one (1) year periods or any portion thereof. Any modification,

termination, or extension shall be made by formal written amendment executed by the Parties.

3.0 <u>Scope of Services</u>.

3.1 The County Enforcement Agent, herein before designated by the Pima County Board of Supervisors to be Pima Animal Care Center (PACC), and all employees thereunder, shall be referred to as "Town Enforcement Agents" for the purpose of this Agreement. The Town Enforcement Agents shall, but are not limited to:

3.1.1 Administer and enforce the provisions of the Town Animal Control Ordinances and State and County law, and all services related thereunder, including amendments to said laws as may be passed from time to time.

3.1.2 Pursuant to this Agreement, be granted limited police powers necessary from time to time to carry out duties imposed by this Agreement, together with any and all such further powers as may be necessary for such agents to engage in vaccination, licensing, seizure of stray, dangerous, neglected, diseased or abused animals, and other activities arising from their duties as Town Enforcement Agents.

3.1.3 Collect such fees as may be rendered applicable by the Town Animal Control Ordinances. All fees collected by the Town Enforcement Agents as a result of this Agreement shall be retained by Town.

3.2 The Town Attorney shall prosecute and the Town Court shall handle criminal and civil matters arising out of the enforcement of the Town Animal Control Ordinances, as amended, pursuant to this Agreement. All fines collected by the Town Court as a result of enforcement of the Town Animal Control Ordinances, as amended, shall be retained by Town.

3.3 Field Enforcement Within Jurisdiction

3.3.1 Complete field services shall be provided from 6:00 a.m. to 9:00 p.m. by two full shifts of Animal Care Officers operating seven days per week, holidays included. Emergency enforcement response services will be provided by a minimum of one Animal Care Officer from 9:00 p.m. to 6:00 a.m. daily, holidays included.

3.3.2 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of animal control services in the Town.

3.3.3 Dead animal pickup services shall be provided during one shift operating seven days per week, holidays included.

3.4 Licensing of Animals

3.4.1 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of licensing services in the Town.

3.4.2 The Pima Animal Care Center shall maximize the number of dogs vaccinated and licensed within the geographical jurisdiction of the Town. Dog vaccination requirements and spay/neutering information shall be distributed to all owners of licensed dogs and other interested parties upon request.

3.4.3 License applications shall be processed and returned, electronically or via mail, to the applicant within ten (10) working days. A licensing reminder program shall be conducted to improve compliance with license regulations.

3.4.4 Should Pima Animal Care Center consider outsourcing the licensing functions to take advantage of online registration via the Internet, Pima Animal Care Center shall ensure that day-to-day licensing and registration operations, including telephone services, remain equivalent to those currently provided by the Center.

3.5 Pima Animal Care Center Shelter

3.5.1 The County shall staff, equip, furnish, support and maintain the Pima Animal Care Center, and provide all facilities and vehicles, including replacements, maintenance, repair, gasoline, and oil as necessary for the operation of the Pima Animal Care Center.

3.5.2 Humane treatment of all animals housed at the Pima Animal Care Center shall be provided, including provision of adequate food, water, shelter, and timely and appropriate veterinary care in accordance with nationally accepted shelter care standards. The Pima Animal Care Center shall develop a strategy and procedures to further reduce euthanasia of saveable animals through effective adoption and rescue programs. If necessary, animals shall be euthanized in such a manner that provides for humane treatment of the animal and in accordance with the standards set forth by the American Veterinary Medical Association Guidelines for the Euthanasia of Animals: 2013 Edition. Effort shall be made to decrease shelter intake through but not limited to owner education and community wide spay/neuter programs.

3.5.3 Animal Welfare Community Outreach. The Pima Animal Care Center shall refine and increase outreach and educational efforts at schools, neighborhood association meetings, etc. in order to increase public awareness of health and safety issues related to animals, to promote responsible ownership/companion animal guardianship, including compliance with licensing and other Town Animal Control Codes, and to disseminate information regarding vaccination clinics, spaying and neutering, and care of animals.

4.0 Payment. The Town will reimburse the County approximately $221,165[1] for Fiscal Year 2016-2017. The County will bill the Town monthly for services. The total cost delineated in 4.1 below is the estimated cost of service for the Town of Marana. Actual cost may vary and will be based on documented services provided to the Town or Town residents. Monthly bills may be adjusted on a quarterly basis as set forth in Section 5.2.1.

4.1 Town will reimburse the County for expenses associated with providing the scope of services outlined in Section 3. Annual costs of service units are projected below. The Town may elect to reduce its overall costs by declining or reducing the scope of Enforcement services provided to Town by County.

Expenses	**Amount**	**Allocation Basis**
Administrative Service Charges	$ 21,750	Ratio of all Services Provided
Operations and Management	$ 23,670	Ratio of all Services Provided
Education	$ 2,810	Ratio of all Services Provided
Enforcement	$ 48,490	Ratio of Enforcement Call Responses
Licensing	$ 22,745	Ratio of Licenses Issued
Shelter	$ 65,350	Ratio of Animals Handled
Emergency Sheltering Expansion and animal Response Services	*Contingency - based on emergency*	Ratio of all Services Provided
Veterinary Services	$ 20,360	Ratio of Animals Handled
Spay/Neuter Services	$ 10,660	Per Capita
Community Cat Project	$ 5,330	Per Capita
TOTAL	$ 221,165	

4.2 Town will reimburse County for County indirect service expenses associated with providing PACC administrative systems support such as Finance, Human Resources, Procurement, Legal and other indirect County support services based on the federally approved internal cost allocation plan. Such services are listed as Administrative Service Charges.

4.3 Donations to and solicited by PACC are the sole property of PACC and will be allocated against Town expenses in accordance with PACC fund development policies. Should budget restrictions prevent the Town from paying for the full Fiscal Year 2016-2017 intergovernmental agreement amount set out in Section 4.0, the

[1] The annual estimated allocation is based on the average of the previous two full fiscal years' ratio of expenses incurred in the provision of animal services to the Town as compared to the total expenses for services provided for all jurisdictions. For example, Fiscal Year 2016/17 allocation to the Town is 2.46% of the total PACC budget and represents an average of the Town's percent allocation of total animal services expenditures incured by the County for Services in the Town for Fiscal Years 2013/14 and 2014/15. The County will provide the Town the annual estimated expenses for PACC and the Town's estimated share of expenditures for Fiscal Year 2017/18 no later than January 30, 2017.

Town may adjust enforcement service levels and or types to mitigate funding shortfalls.

4.4 All payments received from constituents on behalf of the Town will be deposited regularly with the Pima County Treasurer's Office into a Fiduciary Agency Account. The County will submit a statement to the Town monthly for actual costs incurred on behalf of the Town, and will instruct the Pima County Treasurer's Office to remit to Town all revenues collected on behalf of the Town on a monthly basis. Any interest earned on the Account shall be credited to the Town.

5.0 <u>Reporting</u>. The County will provide the Town the following information:

5.1 Monthly:

5.1.1 By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.

5.1.2 By jurisdiction, the percentage of administrative services allocated, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of animals adopted, the number of animals euthanized, the number of animals spayed and neutered, the number of dead animals picked up, the number of animals that died in the kennels and the number of educational event units performed.

5.1.3 The total Pima County Animal Care adopted budget, including operating revenues by revenue source and operating expense by type of expense.

5.2 Quarterly:

5.2.1 The County will perform an audit to assure correct cost allocation and to verify jurisdictional information on a quarterly basis. If, pursuant to paragraph 4.1, the outcome of the audit indicates an overpayment by the Town or results in additional funds being due to Town, County shall transfer the additional funds to the Account within ninety (90) days following the end of the quarter. If, pursuant to paragraph 4.1 the outcome of the audit indicates an underpayment by the Town or additional funds being due to the County, the amount of the underpayment will be billed to the Town by the County in the next monthly statement.

5.2.2 County will provide to Town on a quarterly basis a data extract or extracts containing detailed information regarding records of requests for services and records of revenue attributed to Town. This report shall include the following:

5.2.2.1 Dates of dispatched enforcement calls

5.2.2.2 Activity types of dispatched enforcement calls (e.g., leash law, stray)

5.2.2.3 Physical address of response site

5.2.2.4 Dates of issuance of licenses

5.2.2.5 Types of licenses issued

5.2.2.6 Payment received for each license issued

5.2.3 The Town will designate a representative to attend quarterly meetings with representatives from Pima County Administration, Pima County Health Department, Pima Animal Care Center and each jurisdiction with which the County has an Intergovernmental Agreement to provide PACC services.

5.3 Fiscal Year End: The County shall prepare a final financial report for each Fiscal Year that includes the following information:

5.3.1 By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.

5.3.2 By jurisdiction, the percentage of administrative services allocated, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of animals adopted, the number of animals euthanized, the number of animals spayed and neutered, the number of dead animals picked up, the number of animals that died in the kennels and the number of educational event units performed.

5.3.3 The total Pima County Animal Care adopted budget including operating revenues by revenue source and operating expenses by type of expense.

6.0 Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Town or the County. This Agreement and all obligations upon the Town or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.

7.0 Audit. The Town shall have the right to audit the books of the County relating to the Pima Animal Care Center and to the collection of licensing fees and other fines and fees.

8.0 Termination. Either party may terminate this Agreement by giving written notice to the other party not less than six (6) months prior to the termination date. In the event of termination, each party shall be liable for its proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring prior to the termination date. Termination of this Agreement shall not relieve either party from liabilities or costs already incurred under this Agreement.

9.0 Assignment of Rights. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

10.0 Construction of Agreement.

10.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

10.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

11.0 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

12.0 Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

13.0 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the Town and any County employees or between the County and any Town employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

14.0 No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to effect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

15.0 Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

15.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

15.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

16.0 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

16.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract,

and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

17.0 Non-Waiver. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

18.0 Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19.0 Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pima County:
Francisco Garcia, MD, MPH, Director
Pima County Health Department
3950 S. Country Club Road #100
Tucson, Arizona 85714

Kim Janes
Chief of External Affairs
Pima Animal Care Center
3950 S. Country Club #100
Tucson, Arizona 85714

Town of Marana:
Gilbert Davidson
Town Manager
11555 W. Civic Center Drive
Marana, Arizona 85653

Town Staff Member
Title
11555 W. Civic Center Drive
Marana, Arizona 85653

20.0 Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

21.0 Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless, the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

22.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

23.0 Legal Arizona Workers Act.

23.1 Town hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Town's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Town shall further ensure that each subcontractor who performs any work for Town under this Contract likewise complies with the State and Federal Immigration Laws.

23.2 County shall have the right at any time to inspect the books and records of Town and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

23.3 Any breach of Town's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Town to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

23.4 Town shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract

subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

24.0 Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Pima County Board of Supervisors, as attested to by the Clerk of the Board, and the Town of Marana has caused this Agreement to be executed by the Mayor of the Town of Marana, upon resolution of the Mayor and Council, as attested to by the Town Clerk.

PIMA COUNTY:		**TOWN OF MARANA:**	
_____	_____	_____	_____
Chair, Board of Supervisors	Date	Town Mayor	Date
ATTEST		**ATTEST**	
_____	_____	_____	_____
Clerk of the Board	Date	Town Clerk	Date
APPROVED AS TO CONTENT		**APPROVED AS TO CONTENT**	
_____	_____	_____	_____
Department Director or designee	Date	Department Director or designee	Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

_____	_____	_____	_____
Deputy County Attorney	Date	Town Attorney	Date

MARANA RESOLUTION NO. 2014-082

RELATING TO ANIMAL CONTROL; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR THE PROVISION OF ANIMAL CONTROL SERVICES WITHIN THE TOWN OF MARANA.

WHEREAS the Town has been a party to an intergovernmental agreement with Pima County for many years, authorizing the County to perform animal control services within the Town limits; and

WHEREAS pursuant to the agreement, Pima Animal Care Center collects license and kennel fees for animals within the Town and transmits those fees to the Town, and then County bills the Town for the County's actual costs to provide animal control services for the Town; and

WHEREAS renewal of this intergovernmental agreement between the Town of Marana and Pima County will benefit the citizens of the Town of Marana and will be in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the intergovernmental agreement between the Town of Marana and Pima County, attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned intergovernmental agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 9th day of September, 2014.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA 1977 ARIZONA

CONTRACT
NO. CTN-HD-14000000000000194
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA

This Intergovernmental Agreement ("Agreement") is entered into between the Town of Marana, a municipal corporation, hereinafter referred to as "TOWN", and Pima County, a political subdivision of the State of Arizona, hereinafter referred to as "COUNTY".

I. RECITALS

WHEREAS, the Town Council of the TOWN desires to enter into an Agreement with COUNTY for the provision of animal control services relating to enforcement of leash law ordinances, biting dog ordinances, animal cruelty ordinances and to provide for the impoundment and sheltering of stray animals; and

WHEREAS, the COUNTY has trained personnel capable of enforcing the TOWN Animal Control Ordinances and has facilities for the impoundment and sheltering of stray animals; and

WHEREAS, the COUNTY is engaged in certain activities relating to the operation of a COUNTY pound, vaccination and rabies control, stray animal impoundment, including an Animal Care Center, and is therefore presently able to provide assistance and services to the TOWN for animal control purposes; and

WHEREAS, in accordance with A.R.S. §11-951 et. seq., the TOWN and COUNTY are authorized to enter into this Intergovernmental Agreement.

NOW, THEREFORE, the TOWN and COUNTY agree as follows:

II. PARTIES' OBLIGATIONS

1. The County Enforcement Agent, herein designated by COUNTY to be Pima Animal Care Center, and all employees thereunder, shall be referred to herein as "Town Enforcement Agents".

2. The Town Enforcement Agents shall administer and enforce the provisions of the Marana Animal Control Code, applicable state laws and all services related thereunder, including such amendments to said laws as may be passed from time to time.

3. For the purpose of this Agreement, that certain Ordinance known as the Town of Marana Animal Control Ordinance is hereby adopted and made a part of this Agreement by reference as if specifically set forth herein.

4. The Town Enforcement Agents shall be granted those limited police powers necessary to carry out duties imposed by this Agreement, together with any powers necessary for such agents to engage in the vaccination, licensing and other activities arising from their duties as Town Enforcement Agents.

5. The services performed under this Agreement shall be carried out in accordance with Pima Animal Care Center Policies and Procedures, and the desires of the COUNTY and TOWN

as such desires may be expressed from time to time by the Pima County Board of Supervisors or the Town Council of Marana. Such scope of service level requirements shall be revised, if necessary, in accordance with availability of funds allocated for animal control purposes by the TOWN. Any such revision shall be in the form of a written amendment to this Agreement.

6. The TOWN Prosecutor shall prosecute all criminal matters and the Marana Magistrate Court shall handle criminal and civil matters arising out of the enforcement of the Marana Animal Control Code, as amended, pursuant to this Agreement. All fines collected by the Marana Magistrate Court as a result of the enforcement of the Marana Animal Control Code, shall be the property of the TOWN, and the TOWN shall be entitled to use the funds for its purposes.

7. The Town Enforcement Agents, acting under this Agreement within the jurisdictional limits of the TOWN, shall collect animal licensing and kennel fees and such fees as may be required under the Marana Animal Control Code and/or state statutes, including but not limited to A.R.S. § 11-1011. All licensing, impound, adoption and other fees as may be required under the Marana Animal Control Code and state statutes collected by COUNTY on TOWN's behalf shall be credited in their entirety to the TOWN and applied to TOWN's expenses incurred pursuant to this Agreement.

8. The TOWN'S expenses for licensing, kennels, enforcement and education specifically requested by and held for TOWN shall be allocated by the year-to-date ratio of licenses processed, animals handled, enforcement calls completed, and events held for the jurisdiction, to the total mentioned services processed by COUNTY. The administrative expenses shall be allocated based on the average ratios of the year-to-date percentages of the total licensing, kennels and enforcement expenses of COUNTY. The TOWN'S expenses for the Spay/Neuter program will be allocated based on a fixed per capita percentage by jurisdiction.

9. The TOWN shall be extended cooperation and access to documents relating to the Pima Animal Care Center's operations in TOWN.

10. Persons employed by the COUNTY in performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service or other employees' rights granted by the TOWN to its officers and employees.

11. The Parties stipulate and agree that COUNTY is not an employee of the TOWN, and is performing its duties hereunder as an independent contractor, supplying its own employees, and maintaining its own insurance, worker's compensation and internal accounting. The TOWN in no way controls, directs or supervises the actions of the COUNTY under this Agreement.

12. The cost of services charged to TOWN by COUNTY under this Agreement shall include those costs associated with the use and access to certain departments within the COUNTY by the Town Enforcement Agents, which use and access is necessary for the performance of services and functions pursuant to this Agreement.

13. All payments received from constituents on behalf of the TOWN will be deposited daily with the Pima County Treasurer's Office into a Fiduciary Agency Account and COUNTY will instruct the Pima County Treasurer's Office to remit to TOWN all revenues collected on behalf of the TOWN on a monthly basis. Any interest earned on the Account shall be credited to the TOWN. The COUNTY will bill the TOWN monthly for actual costs incurred on behalf of the

TOWN. Payments are due within thirty (30) days of invoice date. Interest at the rate of 10% per annum will accrue on any outstanding invoice(s) greater than 30 days. Monthly billing information will include the following:

a. By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.
b. By jurisdiction, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of school presentations provided within the TOWN for which TOWN is financially responsible pursuant to paragraph 18 below, and the number of school children within the TOWN attending the presentations.
c. The total Pima County Animal Care adopted budget, including operating revenues by revenue source and operating expense by type of expense.
d. The total Spay/Neuter period-end expenses with the allocation based on a fixed per capita percentage.
e. The projected year-end balance for the Pima County Rabies Control Fund, including any projected surplus or deficit for the TOWN.

14. Address Audit. The COUNTY will perform an address audit to verify jurisdictional information, at least quarterly. Any adjustments resulting from the audit will be processed as needed. If the outcome results in additional:

a. Funds being due to TOWN, the COUNTY shall notify the TOWN in writing and shall remit the additional funds to the TOWN within thirty (30) days following the end of the quarter.
b. Expenditures for the TOWN, an invoice will be submitted to the TOWN due and payable to the COUNTY within thirty (30) days from the date of invoice.

15. COUNTY will also provide TOWN with a final billing, reconciliation and Financial Report for the Pima County Rabies Control Fund on or before September 30 for each fiscal year covered by this Agreement. This report shall contain the same information enumerated in paragraph 13 of this Agreement.

16. If TOWN expenses exceed TOWN revenues for a given period, TOWN shall remit payment in the amount of the revenue deficit to COUNTY for deposit in the Pima County Rabies Control Fund within thirty (30) days after TOWN's receipt of COUNTY's invoice, billing, and Financial Report, as described in paragraphs 13-15 above of this Agreement. Interest at the rate of 10% per annum, as stated by A.R.S.§ 44-1201 shall accrue on any balance outstanding 30 days from the date the official request for funds is received by the TOWN, unless the TOWN submits a written notice to COUNTY disputing the amount due within fifteen (15) days after TOWN's receipt of COUNTY's period reconciliation and Financial Report. Upon receipt of the TOWN's written notice, the COUNTY and the TOWN shall work cooperatively to reach prompt resolution of the dispute.

17. If TOWN revenues collected exceed TOWN expenses for a given fiscal year, the COUNTY shall remit the excess funds to TOWN.

18. COUNTY shall not bill TOWN and TOWN shall not be responsible for the cost of outreach and education events performed by COUNTY in the TOWN'S corporate limits unless the outreach and education event is specifically requested by and held for TOWN. All other outreach and education events, such as school events, are not the financial responsibility of TOWN.

19. COUNTY will also provide to TOWN on a quarterly basis a data extract or extracts in an agreed upon file layout containing detailed information regarding records of requests for services and records of revenue attributed to TOWN. This report shall include the following:

a. Dates of dispatched enforcement calls
b. Activity types of dispatched enforcement calls (e.g., leash law, stray)
c. Physical address of response site
d. Dates of issuance of licenses
e. Types of licenses issued
f. Payment received for each license issued

III. DURATION AND EFFECTIVE DATE

The term of this Agreement shall become effective July 1, 2014 and shall continue until June 30, 2016. The Parties shall have the option of extending this Agreement for up to three (3) additional one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

IV. WORKERS' COMPENSATION

Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E), advising employees who provide services pursuant to this Agreement that they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

V. INDEMNIFICATION

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

VI. NON-DISCRIMINATION

The Parties agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

VII. AMERICANS WITH DISABILITIES ACT

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

VIII. APPLICABLE LAW

This Agreement and all obligations upon the COUNTY or TOWN arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulation. The Parties hereto shall comply with all applicable federal, state and local statutes, ordinances, regulations, rules, standards and executive orders.

IX. TERMINATION

This Agreement may be terminated by either Party, with or without cause, upon sixty (60) days written notice. Upon termination, a final statement shall be sent to the TOWN by the Pima County Animal Care Center. Within thirty (30) days of receipt thereof, the TOWN shall tender payment of any deficit or the Pima County Animal Care Center shall tender payment of any surplus.

X. ASSIGNMENT

Any assignment or attempted assignment of this Agreement by either Party without the prior written consent of the other Party shall be void.

XI. NON-WAIVER

The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

XII. CONFLICT OF INTEREST

This Agreement is subject to the provisions of A.R.S § 38-511.

XIII. NON-APPROPRIATION

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated with or without sixty (60) days notice if the Pima County Board of Supervisors or the Marana Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

XIV. NON-WARRANTY

The Parties do not warrant their respective right or power to enter into this Agreement and if the same is declared null and void by court action initiated by third persons, there shall be no liability to the other Party by reason of such action or by reason of the Agreement.

XV. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY
Director
Pima County Health Department
3950 S. Country Club, Ste. 100
Tucson, AZ 85714

TOWN OF MARANA
Mayor
Town of Marana
11555 W. Civic Center Dr. Bldg. A1
Marana, AZ 85653
(520) 382-1999

XVI. LEGAL ARIZONA WORKERS ACT COMPLIANCE

1. TOWN hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to TOWN'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). TOWN shall further ensure that each subcontractor who performs any work for TOWN under this Contract likewise complies with the State and Federal Immigration Laws.

2. COUNTY shall have the right at any time to inspect the books and records of TOWN and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

3. Any breach of TOWN'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting TOWN to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, TOWN shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

4. TOWN shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

XVII. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties and it may not be modified, amended, altered or extended except by a written amendment executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto approve this Intergovernmental Agreement.

PIMA COUNTY

FEB 03 2015

Chair, Board of Supervisors Date

TOWN OF MARANA

9-9-14

Mayor Date

ATTEST

FEB 03 2015

Clerk of the Board Date

ATTEST

9-9-14

Town Clerk Date

REVIEWED BY:

01.13.15

Department Head Date

APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for the Town of Marana has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Deputy County Attorney, Pima County

1.7.15

Date

Legal Counsel, Town of Marana

9/9/14

Date