

RESOLUTION NO. 2010-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO ANIMAL SHELTER SERVICES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. That the Intergovernmental Agreement between the Town of Fountain Hills and Maricopa County dated July 1, 2010, relating to animal shelter services (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, May 20, 2010.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:



Jay T. Schlum, Mayor



Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Richard L. Davis, Town Manager



Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2010-08

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT FOR USE OF COUNTY ANIMAL SHELTERS
BETWEEN MARICOPA COUNTY AND THE TOWN OF FOUNTAIN HILLS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") for animal shelter services made and entered into July 1, 2010 by and between Maricopa County (the "County"), a political subdivision of the State of Arizona and the "Town of Fountain Hills" (the "Town"), a municipal corporation of the State of Arizona.

RECITALS

WHEREAS, the County maintains facilities, equipment and trained personnel for the intake and humane sheltering of animals; and

WHEREAS, the Town desires to enter into an agreement with the County for animal sheltering services; and

WHEREAS, the County and the Town are authorized pursuant to A.R.S. § 11-952, A.R.S. § 11-201(A)(3) and A.R.S. § 11-1001 *et. seq.* to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, the parties mutually agree:

1. **Responsibilities of the County.**

1.1 County shall impound and quarantine in accordance with A.R.S. § 11-1014, any animal suspected of having rabies and delivered by Town or any resident of Town to a County animal shelter.

1.2 County shall keep and maintain, at a County animal shelter, stray dogs and stray cats not suspected of having rabies, and delivered by Town or any resident of Town for a minimum of 72 hours unless claimed by their owners. County may place any dog or cat not redeemed by its owner for sale or may dispose of the animal in a humane manner in accordance with law. County may euthanize impounded, sick or injured animals whenever necessary to prevent inhumane, unhealthy or dangerous conditions or circumstances.

1.3 County shall bill Town on a quarterly basis for services rendered.

2. **Responsibilities of Town.**

2.1 The Town shall pay the County an impound fee of \$45.00 for each stray dog and cat impounded by the County pursuant to this Agreement.

2.2 The Town shall pay the County an impound fee of \$96.00 for each feral cat impounded by the County pursuant to this Agreement;

2.3 The Town shall pay the County a euthanasia fee of \$23.00 for each animal euthanized by the County pursuant to this Agreement.

2.4 The Town shall pay the County a boarding fee of \$31.00 per day for each animal impounded by the County pursuant to this Agreement, with the exception of feral cats, in which case, the daily boarding fee is included in the \$96.00 impound fee.

2.5 The Town shall pay the County a \$105.00 fee for each deceased animal not involved in a bite situation that is submitted to the Arizona State Laboratory and \$125.00 for each animal not involved in a bite situation and is euthanized by the County and submitted to the Arizona State Laboratory.

2.6 The Town shall compensate the County quarterly for services performed under this Agreement in accordance with Appendix A of this Agreement, as may be amended pursuant to this Agreement.

2.7 The Town has appropriated sufficient funds in its FY2010-2011 budget to pay for fees charged pursuant to this Agreement.

3. Indemnification.

To the extent permitted by law, County and Town shall indemnify, defend and hold harmless each other, each other's officers, employees, contractees and agents for, from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any intentional or negligent act or omission of the indemnitor or indemnitor's officers, employees, contractees, agents and anyone acting under its direction or control.

4. Duration and Termination.

The term of this Agreement shall be from July 1, 2010 through June 30, 2013 and may be renewed for subsequent one-year periods upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time and without cause by giving written notice 90 days prior to the actual date of termination. This Agreement may be terminated at any time without notice and without further obligation to the terminating party when the other party is found to be in default of any material provision of this Agreement.

5. Record Keeping and Audits.

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

6. Payment for Services.

The Town agrees to pay County for services performed under this Agreement in accordance with Appendix A of this Agreement. The County agrees to bill for services performed on a quarterly basis, payable by the Town on April 1st, July 1st, October 1st, and January 1st.

7. Conflict of Interest.

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.

8. Applicable Law.

This Agreement and all obligations upon the County or Town arising there from shall be subject to any limitations of budget law or other applicable local law or regulations.

9. E-Verification of Employees.

Both parties certify that they are in compliance with A.R.S. § 41-4401 and further acknowledge the following:

9.1 That they and their subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

9.2 That a breach of a warranty under subsection 9.1 above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

9.3 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 9.1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

9.4 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

10. Business in Sudan or Iran

Both parties certify that under A.R.S. § 35-391.06 and 35-393.06, they do not have scrutinized business operations in either Sudan or Iran.

11. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and any modification or amendment to the terms and conditions of this Agreement shall be done in writing and signed by both parties.

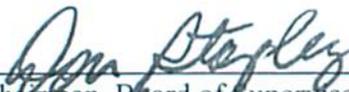
IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the date first set forth above.

“County”

“Town”

MARICOPA COUNTY, a political subdivision of the State of Arizona

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

By: 
Chairman, Board of Supervisors

By: 
Richard L. Davis, Town Manager

Date: JUN 30 2010

Date: May 20, 2010

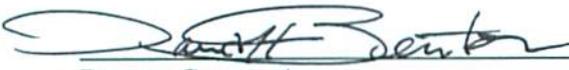
ATTEST:

ATTEST:


DEPUTY Clerk of the Board of Supervisors 062310


Bevelyn J. Bender, Town Clerk

Pursuant to A.R.S. § 11-952(D), the attorneys for the parties have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted to the parties under the laws of the State of Arizona.


~~Deputy County Attorney~~
Attorney for BOS


Andrew J. McGuire, Town Attorney

APPENDIX A

FOUNTAIN HILLS ESTIMATED COSTS*			
SERVICE	AMOUNT	FEE	TOTAL COST
Impounds	90	\$45.00 each	\$4050.00
Kennel Days	941	\$31.00 per day	\$29171.00
Feral Cat Impounds	0	\$96.00 each	\$0
Total Euthanized	29	\$23.00 each	\$667.00
Deceased Animals to the State Lab	0	\$105.00 each	\$0
Euthanized Animals to the State Lab	0	\$125.00 each	\$0

*Based on FY2008-2009 Results

COMPENSATION SCHEDULE

1. **County Service:** Shelter Services
2. **Minimum Staffing:** Adequate to maintain shelter services
3. **Estimated Service Cost:** **\$35,000.00**