

RESOLUTION NO. 2010-20

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

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

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

SECTION 2. 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. 2010-20

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL
AGREEMENT
FY 2011-2013

AGREEMENT FOR ANIMAL CONTROL SERVICES

BETWEEN

MARICOPA COUNTY

AND THE TOWN OF FOUNTAIN HILLS

C-79-10-140-3-00

INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN MARICOPA COUNTY AND THE TOWN OF FOUNTAIN HILLS

This Agreement for Animal Control Services (this "Agreement") is entered into July 1, 2010, between Maricopa County, a political subdivision of the State of Arizona (the "County") and the Town of Fountain Hills, an Arizona municipal corporation (the "Town").

RECITALS

Whereas, the County maintains facilities, equipment and trained personnel for the maintenance, control and impoundment and/or destruction of unclaimed or vicious dogs and cats including vaccination and licensing of dogs and rabies control; and

Whereas, the Town desires to contract for animal control services with the County; and

Whereas, the parties are authorized to enter into this Agreement by ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

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

2. Within the corporate boundaries of the Town, the County shall be primarily responsible for rabies/animal control in accordance with the Town's Rabies/Animal Control Ordinance and Leash Law.

3. Included as a material part of this Agreement are the General Provisions, attached hereto as Exhibit A and incorporated herein by reference.

4. The Town shall pay the County for animal control services as set forth in the Compensation Schedule, attached hereto as Exhibit B and incorporated herein by reference for the period from July 1, 2010 to June 30, 2013.

5. The County shall perform the animal control services in compliance with the Performance Service Standards, attached hereto as Exhibit C and incorporated herein by reference.

6. Every obligation of the County or the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If

funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the County or the Town at the end of the period for which the funds are available. No liability shall accrue to the County or the Town in the event this provision is exercised, and the County or the Town shall not be obligated or liable for any future payments as a result of termination under this section.

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

“COUNTY”

Maricopa County,
a political subdivision of the State of Arizona

By: *Don Stegley* JUN 30 2010
Chairman, Board of Supervisors

Attest:

By: *Cristina Copeland*
DEPUTY Clerk of the Board

The foregoing Intergovernmental Agreement C-79-01-266-2 has been reviewed pursuant to ARIZ. REV. STAT. § 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to Maricopa County under the laws of the State of Arizona.

David Beerton
~~Deputy County Attorney~~
Attorney for BOS

"TOWN"

Town of Fountain Hills,
an Arizona municipal corporation

By: 
Richard L. Davis, Town Manager

Attest:

By: 
Bevelyn J. Bender, Town Clerk

The foregoing Intergovernmental Agreement C-79-01-266-2 has been reviewed pursuant to ARIZ. REV. STAT. § 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the Town of Fountain Hills under the laws of the State of Arizona.

By: 
Andrew J. McGuire, Town Attorney

[Faint handwritten notes and signatures]

**EXHIBIT A
GENERAL PROVISIONS**

Amendment:

This Agreement supersedes all previous agreements or understandings between the parties with respect to animal control services. This Agreement may not be modified or waived except by written amendment, duly executed by both parties.

Term:

This Agreement is effective upon recordation with the Maricopa County Recorder and shall remain in effect until June 30, 2013. Any modification or amendment to the terms and conditions of the Agreement shall be approved by both parties in writing.

Termination:

Either party may, with or without cause, terminate this Agreement by giving the other party 90 days written notice of such termination.

Insurance:

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

Record Keeping and Audits:

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

Default:

In the event of non-payment by Town for a period of 90 days after notice thereof from the County, this Agreement shall be terminated and County's obligations hereunder shall immediately cease.

County Reporting Obligations:

County shall provide Town with quarterly routine statistical and/or management reports normally prepared by Maricopa County Animal Control Services ("Animal Control Services") concerning the services provided pursuant to this Agreement.

Amendments to Ordinances:

Town shall not amend or repeal its Dog Control Ordinance or its Vicious Dog Ordinance without giving County 90 days written notice prior to implementing any changes. County may decline to enforce ordinance changes or may require additional compensation for enforcement.

Conflict of Interest:

Pursuant to the provisions of ARIZ. REV. STAT. § 38-511, the Town or County may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating,

negotiating, securing, drafting or creating the contract on behalf of the Town or County is at any time while the contract or any extension thereof is in effect any employee of any other party to the contract in any capacity to any other party to the contract with respect to the subject matter of the contract.

Indemnification:

- A. **County.** To the extent permitted by law, the County and its Animal Care and Control Services Department does hereby covenant and agree to indemnify, defend and hold harmless the Town, its officers, employees 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 act or omission of the County and Animal Care and Control Services, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

- B. **Town.** To the extent permitted by law, the Town does hereby covenant and agree to indemnify, defend and hold harmless the County, its officers, employees 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 act or omission of the Town, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

E-Verification of Employees:

Both parties certify that they are in compliance with ARIZ. REV. STAT. § 41-4401 and further acknowledges:

- (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 ARIZ. REV. STAT. § 23-214, subsection A;

- (2) That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

- (3) That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 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.

- (4) That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

Business in Sudan or Iran:

Both Parties certify that under ARIZ. REV. STAT. § 35-391.06 and 35-393.06, they do not have scrutinized business operations in either Sudan or Iran.

**EXHIBIT B
COMPENSATION SCHEDULE**

The undertaking of this Agreement will be financed by the Town's general fund.

The annual amounts due for each fiscal year shall be paid quarterly on August 1st, November 1st, February 1st, and May 1st.

1. **COUNTY Service Level:** Enhanced
2. **Minimum Staffing:** Adequate to respond to 100% of Service Area calls
3. **Service Cost:** **\$19,463.85**

**EXHIBIT C
PERFORMANCE SERVICE STANDARDS**

The Town is purchasing the County "Enhanced" level of service, which means that the County shall respond to each and every request for assistance from Town residents for contracted services. The County shall also meet the following standards in the performance of this Agreement.

1. **Response Time.** The County shall arrive at the scene of an animal control incident in accordance with the schedule listed below, unless otherwise requested by caller:

Schedule 1 – 7:00 a.m. to 8:00 p.m.

Priority 1 -	Police/fire/bite dog at large	1 hour
Priority 2 -	School	2 hours
Priority 3 -	Confined stray dogs	5 hours
	And investigations on dogs, cats	
	And bats that have been exposed to dog or cat	
Priority 4 -	Will show/leash law/area check	6 hours

On priorities 3 and 4, if the call comes in after the call center closes (5 p.m.), then the response time will carry over until the next normally scheduled work shift.

Schedule 2 – 8:00 p.m. to 7:00 a.m.

Priority 1 -	Police/fire/bite dog at large	3 hours
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2. **Ordinance.** Within the Town, the County shall be responsible for and enforce rabies/animal control in accordance with the following sections of the Town Rabies/Animal Control Ordinance with Leash Law:

Chapter 6 (Sections 6-1-1, 6-1-2, 6-1-4 through 6-2-18)

Chapter 7 – Animal Control.

In addition, the County may respond to requests from the Town or its residents to enforce Title 11, Chapter 7, Article 6 and Article 6.1 of Arizona Revised Statutes, and Title 13, Section 13-2910.

3. **Hours of Operation.** The County shall operate a call center from 8:00 a.m. to 5:00 p.m. seven days a week, excluding Thanksgiving, Christmas and New Year's Day; the County shall provide dispatch coverage from 7:00 a.m. until 10:00 p.m. seven days a week. The County shall provide Priority 1 response services from 8:00 p.m. until 7:00 a.m., and on Thanksgiving, Christmas and New Year's Day.