

INTERGOVERNMENTAL AGREEMENT

Between

THE PINAL COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

And

THE CITY OF MARICOPA

WHEREAS Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and the City of Maricopa, a political subdivision of the State of Arizona, hereinafter referred to as "City" are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to ARS 11-952 *et seq.* and

WHEREAS the City has the responsibility for animal care and control regulations and certain services within its unincorporated limits pursuant to ARS 9-240 and 9-499.04 and

WHEREAS the County has the responsibility for animal care and control regulations and certain services within its unincorporated limits pursuant to ARS 11-1001 *et seq.* and

WHEREAS the County has established a County Enforcement Agent, a Division of Animal Care and Control and a County Shelter System pursuant to ARS 11-1001 *et seq.* and

WHEREAS the City has requested the County to provide animal shelter and care by utilizing the County's kenneling services, including impound and routine care and maintenance for the animals brought from Maricopa.

NOW, THEREFORE, the County and City (collectively, the "Parties"), pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

I. Term

The term of this agreement is for three years beginning July 1, 2020 ending June 30, 2022 and is effective upon being recorded in the Pinal County Recorder's Office.

II. Services

The County agrees that the County Division of Animal Care and Control, in cooperation with the City, will provide shelter and kenneling services for animals brought to the facility from and within the incorporated limits of the City.

III. Agreement Amendment

The parties to this agreement may amend, modify, or supplement this agreement in writing at any time by mutual consent. All other unaffected provisions set forth in this agreement shall remain in effect.

IV. Termination

Either party may terminate this agreement at any time with a 30-day notice, in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail.

V. Insurance

The City shall have in effect at all times, during the term of this IGA, insurance that is adequate to protect Pinal County, its officers, and employees, participants, and equipment. The City shall provide the County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Pinal County as an additional insured and shall inform the County of cancellation or decrease in coverage of any insurance required under this contract at least 30 days before such action takes place. The following insurance and minimum coverage are required:

- A. Public Liability, Bodily Injury, and Property Damage:
 - 1. General liability each occurrence \$1,000,000
 - 2. Property Damage \$1,000,000
 - 3. Combined Single limit, each occurrence, \$1,000,000
- B. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the City.
- C. Minimum insurance requirements stated herein are not to be considered limits on the City's liability under this IGA.

VI. Indemnity

The City agrees, to the extent permitted by law, to indemnify, defend and hold the County and its officers, directors, members, representative, employees, and agents harmless for, from and against any claims, damages, and causes of action, costs or expenses, including reasonable attorney's fees, caused by any negligent act or omission of City of any personnel provided by the City. County agrees to indemnify, defend and hold the City and its officers, directors, members, representatives, employees, and agent harmless for, from and against any claims, damages, and causes of action, costs or expenses, including reasonable attorney's fees, caused by any negligent act or omission of County or any personnel provided by County.

VII. Miscellaneous Provisions

- A. **Assign-ability.** This agreement is non-assignable in whole or in part by either party without the written consent of both parties.
- B. **Authority of Signatory.** Each individual executing this agreement on behalf of the City represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the City. Each individual executing this agreement on behalf of the County represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the County.

- C. **Cancellation.** The agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by ARS 38-511
- D. **Incorporation of Documents.** All documents referred to in this agreement are hereby incorporated by reference into the agreement.
- E. **Integration.** This agreement contains the entire arrangement between the parties. No statement, promise, or inducement made by either party that is not contained in this agreement and signed by both parties shall be valid or binding.
- F. **Notices.** Any notice or demand under this agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County

County Manager
P.O. Box 827
Florence, AZ 85132

City

City Manager
39700 W Civic Center
Maricopa, AZ 85138

- G. **Severability.** The provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

VIII. Services

The County agrees to provide the following services for the City:

- A. Impound of stray, sick, injured, or aggressive animals.
- B. Humane care and maintenance of impounded dogs and cats.
- C. When necessary, the humane euthanasia and disposal of impounded animals.
- D. Sheltering services.
- E. Personnel for after hour emergencies situations regarding animal complaints

IX. Fees.

The City agrees to the following fees:

\$42.00 per hour between 7 am and 7 pm Monday through Friday
\$63.00 per hour between 7 pm and 7 am Monday through Friday,
week-ends and holidays with a 3 hour minimum charge for each call.

Kenneling Fees:

\$35.00	First Day impounding fee for licensed dog
\$47.00	First Day impounding fee for an unlicensed dog
\$20.00	First Day impounding fee for Cat
\$15.00	Daily maintenance fee of dogs/cats
\$35.00	Field tranquilization of aggressive dogs
\$60.00	Field tranquilization of aggressive dogs/ when Telazol sedation is given.
\$225.00	Quarantine Fee

Kenneling Fees consist of an initial impound fee (day one) and daily maintenance fees which begin on day two. Per ARS 11-1013 unlicensed dogs and all cats must be maintained a minimum of 72 hours; licensed dogs must be maintained a minimum of 120 hours. Due to Holidays and Sundays, an animal may be maintained 48 hours beyond the minimum requirement, in such case an additional day or two will be billed, at the daily maintenance fee of \$15.00

The City will be charged for owner-owned animals that are not claimed by an owner. If owner information is available the City will be provided the information.

The City will be charged for the length of stay, medical treatment, and any other costs associated with animals recovered/seized in hoarding cases when criminal charges are filed with the Pinal County Attorney's Office.

The City will be charged the hourly rate for all officers involved with the the recovery process of hoarded animals or other agency assists.

There is no charge for euthanasia/disposal.

There is no charge to the City for the animals maintained after the required waiting period placed for adoption or released to an authorized rescue.

There is no charge to the City, during or after business hours for calls involving animal bites, rabies exposure, or suspected rabies exposure involving any fur-bearing animal.

There is no charge to the City for the preparation, transportation of potential rabid specimens to the Arizona State Health Dept. laboratory in Phoenix or Tucson, Arizona when a bite, rabies exposure, or suspected exposure, has been investigated by Pinal County Animal Care and Control and such transportation is deemed necessary by the Department of Pinal County Public Health.

IRS Standard mileage for miles incurred providing services.

After hours calls for emergency service will be dispatched through the City Police Department in conjunction with our "After Hours" call policy.

IN WITNESS WHEREOF, the parties here to have executed this agreement on the date and year specified below.

CITY OF MARICOPA

PINAL COUNTY

Mayor

Chairman, Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Clerk, Board of Supervisors

Date: _____

Date: _____

Approved as to form and within the Scope of authority of the City of Maricopa.

Approved as to form and within the scope of authority of Pinal County.

City Attorney

County Attorney

Date: _____

Date: _____