



MEMORANDUM Police Department - Staff Memo No. 2013-035

DATE: MAY 8, 2013
TO: MAYOR AND COUNCIL
THRU: RICH DLUGAS, CITY MANAGER
PAT McDERMOTT, ASSISTANT CITY MANAGER
SHERRY KIYLER, POLICE CHIEF
DAVID LIND, ASSISTANT POLICE CHIEF
FROM: RANDALL GREELEY, POLICE PLANNING & RESEARCH MANAGER
SUBJECT: RESOLUTION 4681, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY FOR ANIMAL CARE AND CONTROL SERVICE

SUMMARY: The City's current Intergovernmental Agreement (IGA) with Maricopa County Animal Care and Control Services (ACCS) will expire on June 30, 2013. The City wishes to have ACCS continue to act as our enforcement agent and to provide animal control services as outlined in the appropriate paragraphs of Chapter 14 of the City Code.

DISCUSSION: In order to have ACCS continue to provide the City with animal control services after June 30, 2013, we must enter into a new IGA with them to formalize our request for services. This IGA meets that need and if approved will expire on June 30, 2018.

FINANCIAL IMPLICATIONS: For fiscal year 2013-14, our animal control service cost is \$184,000.

RECOMMENDATION: In order to retain animal control services for the citizens of Chandler, it is recommended that the Mayor and City Council approve the attached Resolution.

PROPOSED MOTION: Move to approve City of Chandler Resolution 4681, authorizing and approving an Intergovernmental Agreement (IGA) between the City of Chandler and Maricopa County for Animal Care and Control Service, and authorize the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with such IGA.

Attachments: Resolution No. 4681
Copy of IGA

RESOLUTION NO. 4681

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA), BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY FOR ANIMAL CARE AND CONTROL SERVICE.

WHEREAS, Maricopa County Animal Care and Control Service (ACCS) wishes to enter into an IGA with the City of Chandler for the provision of animal control services, and

WHEREAS, the City of Chandler, through its Police Department, wishes to have ACCS provide animal control services for the citizens of Chandler.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the City of Chandler to have ACCS provide animal control services for the citizens of Chandler.

Section II. THAT the Chandler Police Chief is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said program. The Police Chief/designee is authorized to approve and execute, on behalf of the City of Chandler, any such future extensions to this Contract, on the same terms and conditions, with any one-year contract increase amount not to exceed ten percent per year.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2013.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4681 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2013, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED AS TO FORM

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ASSISTANT CITY ATTORNEY

INTERGOVERNMENTAL
AGREEMENT
FISCAL YEARS 2013-2018

AGREEMENT FOR ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The City of Chandler

AGREEMENT FOR ANIMAL CONTROL SERVICES

This intergovernmental agreement, hereinafter called Agreement, is entered into by and between Maricopa County, administered through Animal Care and Control, hereinafter called COUNTY and the City of Chandler, hereinafter called CITY hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

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.

The Parties are authorized to enter into this Agreement by A.R.S. § § 11-201(A)(3), 11-952, 11-1005(A)(3) and the Chandler City Charter, Article I, Section 3.

The CITY is in need of the animal control services provided by COUNTY for dogs as set forth in Appendix B ("Services") and desires to enter into this contract for enhanced animal control services.

It is beneficial to the CITY to receive enhanced services as it will ensure that animal control will provide the CITY with priority service in response to calls and that animal control will respond to 100% of the calls for service generated by the City as provided in this Agreement.

The CITY and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Services.

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 CITY in any State or Federal Court.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL PROVISIONS

1. Term:

Upon its execution by both Parties this agreement is effective from July 1, 2013 through June 30, 2018. Any modification or amendment to the terms and conditions of this agreement shall be approved by both Parties in writing. Pursuant to A.R.S. § 11-952(G) this Agreement shall be filed with the COUNTY Recorder.

2. Amendment:

This Agreement supersedes all previous Agreements between the Parties concerning animal control services. Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by both Parties.

3. Termination:

Either party may, with or without cause, terminate this Agreement by giving the other Party sixty (60) days prior written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.

4. Insurance:

The Parties agree to secure and maintain sufficient 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.

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 Federal and State laws, rules and regulations. 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 15 (C).

6. Default:

In the event of non-payment by CITY this Contract shall be terminated and COUNTY obligations hereunder shall immediately cease.

7. COUNTY Reporting Obligations:

COUNTY shall provide CITY with quarterly routine statistical and/or management reports which provided 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.

8. Amendments to Ordinances:

Should the CITY amend or repeal its ordinances during the term of this Agreement, the COUNTY may decline to enforce ordinance changes or may require a modification in compensation for enforcement, if the changes to the ordinance(s) result in amending or modifying the services to be provided by COUNTY under this Agreement.

9. Conflict of Interest:

Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capa City to any other Party to the Agreement with respect to the subject matter of the Agreement.

- C. Notices. Whenever written notice is required or permitted to be given by any Party to the other, such notice shall have been 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, addressed to:

Animal Care and Control:

Rodrigo Silva, Assistant County Manager
Maricopa County Animal Care and Control
2500 S. 27th Avenue
Phoenix, AZ 85009

City of Chandler:

City of Chandler Police Department
ATTN: Police Chief
250 E Chicago Street
Chandler, AZ 85225

Copy to:

City of Chandler Police Department
ATTN: Police Planning and Research Manager
250 E Chicago Street
Chandler, AZ 85225

- D. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the parties, and any purported assignment in contravention of this provision shall be null and void.
- E. This Agreement shall be construed in accordance with the law of the State of Arizona.
- F. 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.
- G. The person signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**MARICOPA COUNTY
BOARD OF SUPERVISORS**

CITY OF CHANDLER

By:

By:

Chairman

Mayor

Attest:

Attest:

Clerk of the Board

City Clerk

This Agreement has been reviewed pursuant to A.R.S. § 11-952 et. seq. by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

By: _____
Attorney for Board of Supervisors

By: _____
CITY Attorney

APPROVED AS TO FORM



ASSISTANT CITY ATTORNEY

APPENDIX A

COMPENSATION SCHEDULE Field Enforcement

1. **COUNTY Service Level:** Enhanced
2. **Minimum Staffing:** Adequate to respond to approximately 100% of Service Area
3. **Service Cost**

Fiscal Year 2013-2014	\$184,000
Fiscal Year 2014-2015	An amount to be determined pursuant to Section 13 of this Agreement.
Fiscal Year 2015-2016	An amount to be determined pursuant to Section 13 of this Agreement.
Fiscal year 2016-2017	An amount to be determined pursuant to Section 13 of this Agreement.
Fiscal year 2017-2018	An amount to be determined pursuant to Section 13 of this Agreement.

APPENDIX B

SERVICES

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

Schedule 1 7:00 a.m. to 10:00 p.m.

Priority 1 -	Police/fire/ bite animal at large	1 hour
Priority 2 -	School in session on property	2 hours
Priority 3 -	Impound stray dogs Quarantine and investigate dog, cat bites to human victims	5 hours
Priority 4 -	Enforce license/leash law	6 hours

Priorities 3 and 4, received after the public call center closes (5p.m.), the response time will carry over until the next normally scheduled work shift.

Schedule 2 10:00 p.m. to 7: 00 a.m.

**Emergency Response Third Shift 3 hours
Imminent danger stray bite dog at large in process of attacking people.**

2. **Ordinance.** Within the CITY the COUNTY shall be responsible for and enforce rabies/animal control in accordance with the following sections of the CITY Animal Control Ordinance: all provisions in the Chandler City Code Chapter 14: Animals, Article II. Dogs found in Sec.14-18, 14-19, 14-22, 14-26, 14-29,.
3. **Hours of Operation.** The COUNTY shall operate a call center from 8 a.m. to 5 p.m. seven days a week, excluding observed County Holidays: Thanksgiving and Christmas. COUNTY shall provide Schedule 1 dispatch coverage from 7:00 a.m. until 10:00 p.m. seven days a week, excluding observed County Holidays. The COUNTY may close one day a year for all-hands training set on Columbus Day. The COUNTY shall provide Schedule 2, Priority 1 response services from 10:00 p.m. until 7:00 a.m. seven days a week, The COUNTY shall provide Schedule 2, Priority 1 response services from 12:00 a.m. until 11:59 p.m. on all observed County Holidays and the all-hands training day.

APPENDIX B

Service Level Response Time Matrix			
Service Level Schedule 1 & 2	Hours	Phone	Priority
Schedule 1 Normal Operating Hours Public	8a.m. to 5:p.m.	602-506-7387 Call Center	1 to 4 and O
Schedule 1 Limited Service	5p.m. to 10p.m.	602-506-7387 Recording	1 to 4 and O
Schedule 2 Emergency Public Safety Limited Service	5p.m. to 10p.m.	602-506-1309 Dispatch Direct (non-public line)	1 to 3
Schedule 2 Third Shift Emergency Public Safety Imminent Danger	10p.m. to 7a.m.	602-506-1309 Dispatch Direct (non-public line)	Emergency

APPENDIX B

Service Contract Priority List						
Priority 1 1 hour or less	Priority 2 2 hours	Priority 3 5 hours	Priority 4 6 hours	Priority O - Other 24 hours or by appointment and contract approval		
Officer needs assistance: police/fire/animal control officer.	Aggressive animal at large imminent safety hazard.	Agency assist other than police	Leash violator law	Vicious animal petition	Community requested neighborhood sweeps.	License canvassing.
Animal bite running at large imminent safety hazard.	Animal in trap imminent health danger to animal	Dog in auto traffic public safety concern police not responding	Stray dog complaint at large. Area check.	Rabies license Check.	Kennel permits inspections.	Administrative and jurisdiction reports.
Animal at large on school grounds. (school in session)	Sick or injured stray imminent health danger to animal	Confined stray dog at business or private home.		Animal bite investigations follow up second sequence.	Live animal trap delivery or pickup.	Court Appearance or delivery
		Animal bite investigation follow up to open case		Bite Quarantine health check follow-up.	Release from Home Quarantine.	Neighborhood community events
		Dog confined on school grounds. No threat.		Rabies vaccination license compliance check	Chemical capture of stray dog	
		Animal complaint in progress: constituent will provide location of dog.				