



Chandler • Arizona
Where Values Make The Difference

#11

JUN 14 2007

MEMORANDUM

Police Department – Memo 2007- 058

DATE: MAY 14, 2007

TO: MAYOR AND CITY COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
SHERRY KIYLER, CHIEF OF POLICE
RICHARD BRZUCHALSKI, COMMANDER

FROM: RANDALL GREELEY, MANAGER, POLICE PLANNING & RESEARCH

SUBJECT: RESOLUTION NUMBER 4069, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY FOR THE PROVISION TO THE CITY OF ANIMAL CONTROL SERVICES BY MARICOPA 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, 2007. 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, 2007, 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, 2010.

FINANCIAL IMPLICATIONS: For Fiscal Year 2008, our animal control service cost is \$182,768.

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 that City of Chandler Resolution No. 4069, pertaining to authorizing and approving an Intergovernmental Agreement between the City of Chandler and Maricopa County for the provision to the City of animal control services by Maricopa Animal Care and Control Service, be approved.

3. Attachments:

1. Resolution No. 4069
2. Copy of IGA
3. Original of IGA (3 copies)

RESOLUTION NO. 4069

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 THE PROVISION TO THE CITY OF ANIMAL CONTROL SERVICES BY MARICOPA COUNTY 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 provides 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 1. That approval is granted for the City of Chandler to have ACCS provide animal control services for the citizens of Chandler.

Section 2. That Sherry Kiyler, Chief of Police, is authorized to execute said intergovernmental agreement on behalf of the City of Chandler.

Section 3. That the various City officers and employees be, and they hereby are, authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this ____ day of _____, 2007.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

MDH

CITY ATTORNEY

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4069 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2007, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL
AGREEMENT
FISCAL YEARS 2008-2010

AGREEMENT FOR ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The City of Chandler

AGREEMENT FOR ANIMAL CONTROL SERVICES

This agreement is entered into by and between Maricopa County, hereinafter called COUNTY and the City of Chandler, hereinafter called CITY/TOWN hereinafter collectively referred to as the "Parties".

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

The Parties are authorized to enter into this Agreement by A.R.S. § 11-201(A)(3), 11-952, 11-1005(A)(3).

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/TOWN in any State or Federal Court.

GENERAL PROVISIONS

1. Term:

Upon its execution by both Parties this agreement is effective from July 1, 2007 through June 30, 2010. 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 written amendment, duly executed by both Parties.

3. Termination:

Either party may, with or without cause, terminate this Agreement by giving the other party one hundred eighty (180) calendar days 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 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.

6. Default:

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

7. COUNTY Reporting Obligations:

COUNTY shall provide CITY/TOWN with quarterly routine statistical and/or management reports normally prepared by Maricopa County Animal Care & Control hereby referred to as the Department concerning the services provided pursuant to this Agreement.

8. Amendments to Ordinances:

CITY/TOWN shall not amend or repeal its ordinances related to companion animals without giving COUNTY one hundred eighty (180) days written notice prior to implementing any changes. COUNTY may decline to enforce ordinance changes or may require additional compensation for enforcement.

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 capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10. Indemnification:

To the extent permitted by law, the COUNTY and the Department does hereby covenant and agree to indemnify, defend and hold harmless the CITY/TOWN, its officers, employees, contractees and agents 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 the Department, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

To the extent permitted by law, the CITY/TOWN does hereby covenant and agree to indemnify, defend and hold harmless the COUNTY its officers, employees, contractees and agents 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 CITY/TOWN, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement

11. Services:

The COUNTY agrees to provide the field services indicated in Appendix B, Services.

12. Payment for Services:

The CITY/TOWN agrees to pay the COUNTY for services performed under this Agreement in accordance with Appendix A of this Agreement as may be amended. This Agreement will be financed by the CITY/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.

13. Pricing:

Fees for services provided under this Agreement will be those currently approved by the Maricopa COUNTY Board of Supervisors, and identified on Appendix A, "Compensation Schedule." For the Fiscal year beginning July 1, 2007 and each subsequent fiscal year during the term of this Agreement, the COUNTY will notify the CITY/TOWN by April 1 of the fee Compensation Schedule for services requested and provided under this Agreement for the following fiscal year. Fees for services shall be prepared in accordance with a formula developed by the Department and the COUNTY Office of Management and Budget, in accordance with Board of Supervisors Budgeting for Results Guidelines, which require full recovery of the COUNTY's direct and indirect costs. Any fee Compensation Schedule change shall be executed as an Amendment to this Agreement. Any decision not to renew or amend this Agreement is subject to the Termination provisions of this Agreement.

14. Force Majeure:

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

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/TOWN 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: _____
Deputy COUNTY Attorney

By: MDH _____
CITY/TOWN Attorney

APPENDIX A

COMPENSATION SCHEDULE

1. **COUNTY Service Level:** Enhanced
2. **Minimum Staffing:** Adequate to respond to 100% of Service Area calls
3. **Service Cost** **\$182,768**

APPENDIX B

APPENDIX B

SERVICES

PERFORMANCE STANDARDS

The City/Town is purchasing the County "Enhanced" level of service, which means that the County shall respond to each and every request for assistance from City/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 10:00 p.m.

Priority 1 -	Police/fire/bite animal at large	1 hour
Priority 2 -	School	2 hours
Priority 3 -	Confined stray dogs and investigations on dogs, cats and bats that have bitten a human being	5 hours
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 – 10:00 p.m. to 7: 00 a.m.

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

Chapter 14 – Animal Control.

In addition, the County may respond to requests from the City 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 a.m. to 5 p.m. seven days a week, excluding Thanksgiving and Christmas; the County shall provide dispatch coverage from 7:00 a.m. until 10:00 p.m. seven days a week, excluding Thanksgiving and Christmas. The County shall provide Priority 1 response services from 10:00 p.m. until 7:00 a.m., and on Thanksgiving and Christmas.