

RESOLUTION NO. 2013-21

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

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

SECTION 1. The Intergovernmental Agreement with Maricopa County for Animal Shelter Services (the "Agreement") is hereby approved in substantially 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, Arizona, May 16, 2013.

FOR THE TOWN OF FOUNTAIN HILLS:

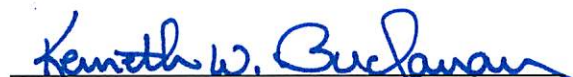
ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Kenneth W. Buchanan, Town Manager

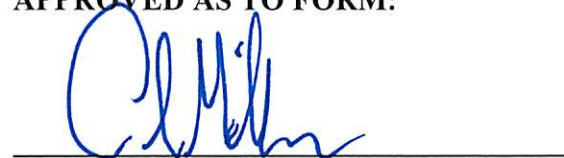

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2013-21

[Agreement]

See following pages.

INTERGOVERNMENTAL
AGREEMENT
FISCAL YEARS 2014-2018

AGREEMENT FOR ANIMAL SHELTER SERVICES

BETWEEN
Maricopa County
and the
Town of Fountain Hills

INTERGOVERNMENTAL AGREEMENT USE OF COUNTY ANIMAL SHELTERS

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") for animal shelter services is made and entered into July 1, 2013, by and between Maricopa COUNTY ("COUNTY"), a political subdivision of the State of Arizona and the TOWN of Fountain Hills ("TOWN"), a municipal corporation of the State of Arizona.

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.

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 the 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 fiscal year 2014 budget to pay for fees charged pursuant to this Agreement. Appropriations for subsequent fiscal years shall be subject to approval by the TOWN.

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 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, 2013 through June 30, 2014 (the "Initial Term"). After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") by the mutual written agreement of the Parties, subject to the availability and appropriations for funds for renewal. 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.

5. Default

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 60 days.

6. 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 of this Agreement on behalf of the terminating Party is at any time while this Agreement or any extension thereof is in effect an employee of the other Party to this Agreement in any capacity with respect to the subject matter of this Agreement.

7. Applicable Law

This Agreement and all obligations upon the COUNTY or TOWN arising therefrom shall be subject to any limitations of budget law or other applicable local laws or regulations.

8. 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.

9. 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.

10. 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 11(C).

11. General Provisions

- A. The COUNTY and TOWN warrant they are in compliance with the provisions of A.R.S. §41-4401 (e-verify).
- B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
- 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 Shelter Services:

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

Town of Fountain Hills:

Kenneth W. Buchanan, Town Manager
16705 E. Avenue of the Fountains
Fountain Hills, Arizona 85268

Copy to:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004

- 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 laws of the State of Arizona.
- F. Each Party shall comply with all applicable Federal and State laws, ordinances, Executive Orders, rules, regulations, standards and codes whether or not specifically referenced herein.

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

"COUNTY"

Maricopa County, a political subdivision
of the State of Arizona

"TOWN"

Town of Fountain Hills, an Arizona
Municipal corporation

By: _____
Chairman, Board of Supervisors

By: 
Mayor

Date: _____

Date: May 16, 2013

ATTEST:

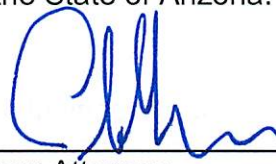
Clerk of the Board of Supervisors

ATTEST:


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.

Attorney for the County


Town Attorney

APPENDIX A

FOUNTAIN HILLS ESTIMATED COSTS*			
SERVICE	AMOUNT	FEE	TOTAL COST
Impounds	87	\$45.00 each	\$3915.00
Kennel Days	473	\$31.00 per day	\$14663.00
Feral Cat Impounds	6	\$96.00 each	\$576.00
Total Euthanized	31	\$23.00 each	\$713.00
Deceased Animals to the State Lab	0	\$105.00 each	0
Euthanized Animals to the State Lab	0	\$125.00 each	0

*Based on FY2006-2013 Results

COMPENSATION SCHEDULE

- COUNTY Service:** Shelter Services
- Minimum Staffing:** Adequate to maintain shelter services
- Estimated Service Cost:** \$20,000 per fiscal year.