



Contract No. CTN. HD. 13 * 112
 Effective Date 4-9-2013
 Term Date 6-30-2014
 Cost _____
 Revenue _____
 Total ACTION NTE: _____
 Renewal By _____
 Term 6-30-2014
 Reviewed by JA

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: Next Available

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Pima County is contracting with Pinal County for the provision of emergency care and housing of domestic animals. This intergovernmental agreement will allow for the adequate care and housing for abandoned and/or impounded animals due to conditions which are beyond the control of a jurisdiction and which require the cooperative assistance of participating jurisdictions.

CONTRACT NUMBER (If applicable): CTN 120000000000000000112

STAFF RECOMMENDATION(S): *Approval*

Procedure Dept 03/21/13 PM 12:05

CORPORATE HEADQUARTERS: 1150 S Eleven Mile Corner Rd, Casa Grande, AZ 85222

10: CoB. 3-27-13
 Agenda 4-9-13
 (2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$0 and/or REVENUE TO PIMA COUNTY: \$ 0

FUNDING SOURCE(S): _____
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

<input type="checkbox"/>	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
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IMPACT:

IF APPROVED: Pima County Animal Control Center will have the ability to work with Pinal County for emergency care and housing of domestic animals.

IF DENIED: Public health and safety could be in jeopardy if adequate emergency care and housing of domestic animals was not available.

DEPARTMENT NAME: Health Department

CONTACT PERSON: Denise Sauer TELEPHONE NO.: (520) 243-7947

CONTRACT
NO. <u>CTN-40-13000000000000000000</u> / 12
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID FOR EMERGENCY CARE AND HOUSING OF DOMESTIC ANIMALS

This Agreement is made and entered into by and among various bodies politic and corporate as indicated by their execution below.

RECITALS

WHEREAS, each jurisdiction has the authority to provide care and shelter of abandoned and/or impounded animals pursuant to A.R.S. § 11-1013; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-951 et seq.; and

WHEREAS, from time to time a jurisdiction may find itself unable to provide adequate care and housing for domestic animals in its custody, due to conditions which are believed to be beyond its control (hereinafter, "Emergency"), and may require the assistance of other jurisdictions; and

WHEREAS, each of the jurisdictions wish to assist the others when such Emergency occurs by providing such resources as are available and needed; and

WHEREAS, it would be beneficial to have established a plan and procedures in case of an Emergency; and

WHEREAS, it is desirable that the manner of financing such cooperative undertakings be resolved in advance of such Emergency.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

AGREEMENT

1. Purpose.

Emergencies may overwhelm the ability of anyone party to provide adequate care and housing of domestic animals. These Emergencies may require assistance in the form of personnel, equipment, services, supplies, and facilities from outside the area of the jurisdiction experiencing the Emergency. Through this Agreement, the jurisdictions shall coordinate response activities and share resources during Emergencies. This Agreement sets forth the procedures for the administration of the Mutual Aid.

2. *Scope.*

The scope of this Agreement is to (1) provide procedures to notify Members of the need for aid, (2) provide procedures for responding Members to provide the aid requested, and (3) provide a mechanism for compensation of resources expended.

3. *Definitions.*

Agreement means this Mutual Aid Agreement for Emergency Care and Housing of Domestic Animals.

Authorized Designee means a Director, Manager, or other authorized person Responsible for operating a city's, county's, or town's official pound.

Costs mean the actual expenditures of funds by a Responding jurisdiction.

Domestic Animals mean household pets, unclaimed animals and service animals excluding livestock.

Emergency means a county, city, or town's inability to provide adequate care and housing for domestic animals in their custody, due to conditions which are or are believed to be beyond the control of the services, personnel, equipment, and facilities of such political subdivision.

Governing Body means the body (e.g., board of supervisors, city council) elected to manage the affairs of the county, city, or town.

Member means a city, county, or town participating in this Agreement.

Period of Assistance means the period of time when a Responding Member assists a Requesting Member. The period commences when a Responding Member provides its services, personnel, equipment, and/or facilities to a Requesting Member in response to a request for assistance and ends when the Responding Member no longer provides its services, personnel, equipment, and/or facilities to a Requesting Member.

Requesting Member means a Member that requests assistance in accordance with the terms and conditions of this Agreement.

Responding Member means a Member that provides assistance to a request for assistance under the terms and conditions of this Agreement.

4. *Procedures for Requesting Assistance.*

A Requesting Member may request assistance from any Member of this Agreement. Prior to requesting assistance, the Requesting Member shall take into consideration the geographical proximity of other jurisdictions and specify the resources needed and the estimated period of assistance, if known. Requests for assistance should be submitted to the Authorized Designee.

5. *Responding Party's Assessment of Availability of Resources and Ability to Render Assistance.*

Upon receipt of request for assistance, the Responding Member shall make every reasonable effort to provide the Requesting Member with assistance. The Responding Member shall only be obligated to provide assistance consistent with its own service needs at the time, taking into consideration the Responding Member's existing commitments within its own jurisdiction. If a Responding Member agrees to provide assistance to a Requesting Member at the time of Emergency, the Responding Member is not obligated to continue to provide assistance during the Emergency if the Responding Member determines it no longer has the resources to assist and may withdraw its assistance at any time.

6. *Authority for Request and Response.*

The determination to request mutual aid, or to respond to a request for mutual aid, shall be made by the Authorized Designee. The Responding Member's Authorized Designee shall be the sole judge of the mutual aid it has available to furnish to the Requesting Member pursuant to this Agreement.

7. *Reimbursement.*

The Requesting Member shall reimburse the Responding Member after receipt of an itemized voucher documenting all Costs.

8. *Effective Date.*

This Intergovernmental Agreement shall become effective for each Member when adopted and executed by each Governing Body.

9. *Term.*

Except as otherwise provided in this Agreement, this Agreement shall expire on June 30, 2016. Any modification or time extension of this Agreement shall be by formal written amendment.

10. *Termination.*

Any Member may terminate its participation in this Agreement through a resolution of its Governing Body which gives notice of termination of this Agreement by filing a certified copy of such resolution with the terminating Member's County Recorder's Office. The terminating Member must also notify all parties to this Agreement at least ten (10) days before filing such resolution. This Agreement is terminated as to such Member twenty (20) days after the filing of such resolution. The termination by one or more of the Members of its participation in this Agreement shall not affect the operation of this Agreement as between the other Members hereto.

Any Member may terminate its participation in this Agreement based upon an actual deficiency in response or reasonable basis for the belief that a deficiency in response exists.

Termination under this provision is effective upon written notice by a Member's Authorized Designee or Governing Body. Such written notice must be delivered, including delivery by fax, to all Members thirty (30) days prior to termination. The termination by one or more of the Members of its participation in this Agreement under this provision shall not affect the operation of this Agreement as between the other Members thereto.

11. Non-appropriation.

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason a Member's Governing Body does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, said Member shall have no further obligation other than for payment for services rendered prior to termination.

12. Indemnification.

To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

13. Compliance with Laws.

Each party shall comply with all applicable federal, state, and local laws, rules, regulations, codes, charters, ordinances, and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any changes in the governing laws, rules, regulations, codes, charters, ordinances, and Executive Orders during the terms of this Agreement shall automatically apply and do not require an amendment to this Agreement.

14. Worker's Compensation.

Each party shall be responsible for any injuries which may occur to their own personnel during the course of rendering mutual aid pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each party shall be considered the primary employer and shall have the sole responsibility for the payment of worker's compensation benefits to their respective employees, regardless of the incident command protocol in place. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

15. Insurance.

Each party represents that it is insured and/or self-insured pursuant to A.R.S. §§ 11-952.01 and/or 11-981.

16. *No Third Party Beneficiaries.*

Nothing in the provisions of this Agreement is intended to create duties, obligations, or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

17. *Jurisdiction.*

Nothing in this Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any party.

18. *Effect on Other Agreements.*

It is expressly understood that this Agreement is in addition to and shall not supplant existing agreements between some of the parties, which may provide for the exchange or furnishing or certain types of services on a compensated basis.

19. *Severability.*

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

20. *No Representations, Warranties, or Covenants.*

The parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein.

21. *ADA.*

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.

22. *Non-Discrimination.*

Each Member agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, the Members shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

23. *Conflict of Interest.*

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511 (A)-(G), the pertinent provisions of which are incorporated herein by reference.

24. *Construction.*

This Agreement has been negotiated by the parties and no party has acted under compulsion or duress, economic or otherwise. The parties waive any rule of interpretation which would construe any provision of this Agreement against any party who drafted this Agreement.

25. *Dispute Resolution.*

In the event of any controversy, which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed.

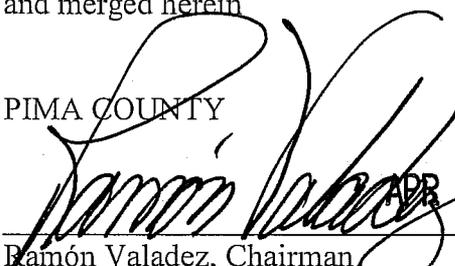
26. *Execution in Counterpart.*

This Agreement may be executed in separate counterparts and all the executed counterparts together shall constitute one Agreement and shall be binding on all parties.

27. *Entire Agreement.*

Except as specifically set forth elsewhere in this agreement, this document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein

PIMA COUNTY



Ramón Valadez, Chairman Date
Pima County Board of Supervisors

PINAL COUNTY



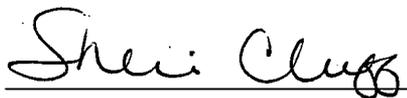
Chairman Date
Pinal County Board of Supervisor

ATTEST



Clerk of the Board Date

ATTEST



Clerk of the Board Date

REVIEWED

Mary M. Ferguson 3-18-13
Director Date
Pima County Health Department

REVIEWED

Loye L. Dickson, CPM
Director Date
Pinal County Animal Care & Control

Pursuant to A.R.S. § 11-952(D), the attorney for Pinal County has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

JE All 10/4/12
County Attorney, Pinal County Date

Pursuant to A.R.S. § 11-952(D), the attorney for Pima County has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Paul J. Duma 9.7.12
Deputy County Attorney, Pima County Date