



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 21, 2022

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

***Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County and the City of Tucson for Animal Care and Control Services.

***Purpose:**

The new contract extends the partnership between Pima Animal Care Center and the City of Tucson for a three-year contract cycle with the opportunity for one additional two-year extension. The IGA reflects an ongoing partnership between the City and PACC for animal care and control services. Pima County will provide assistance with animal care and control services within the geographic boundaries of the City of Tucson relating to the enforcement of the City Code having to do with vaccination, dog licensing, leash laws, animal cruelty and neglect, dangerous animals, diseased animal, biting animals, and the provision of sheltering and humane care and rehoming of surrendered and stray animals.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Improve the safety and health of animals and reduce stray and dangerous animals, animal cruelty, neglect, waste, and excessive noise within the community.

***Public Benefit:**

By providing quality, humane animal sheltering, welfare, and enforcement services, the City and the County promote the health and safety of all residents, visitors, and their companion animals.

***Metrics Available to Measure Performance:**

The County will provide bi-annual reporting to include shelter statistics, veterinary statistics, enforcement statistics and licensing statistics. Representatives from Pima County Administration, Pima Animal Care Center, and each jurisdiction with which the County has an IGA to provide PACC services will meet bi-annually.

***Retroactive:**

No

TO: COB 6-7-2022 (1)
Vers: 1
pgs: 9

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: PAC Contract Number (i.e., 15-123): 22-167
Commencement Date: 07/01/2022 Termination Date: 06/30/2025 Prior Contract Number (Synergen/CMS): CTN20-012
Expense Amount \$ 0.0 Revenue Amount: \$ 0.0

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Monica Dangler

Department: PAC

Telephone: 520 724-5934

Department Director Signature: Date: 6/13/22

Deputy County Administrator Signature: Date: 3 June 2022

County Administrator Signature: Date: 6/3/2022

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE CITY OF TUCSON
FOR ANIMAL CARE AND ENFORCEMENT SERVICES**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into pursuant to A.R.S. § 11-952 by and between the City of Tucson (hereinafter "the City"), a body politic and corporate of the State of Arizona and Pima County (hereinafter "the County"), a political subdivision of the State of Arizona.

RECITALS

WHEREAS, the City desires to enter into an agreement with the County for the provision of animal control services within the geographical jurisdiction of the City relating to enforcement of the Tucson City Code, Article I, Section 4-28 of Article II, Article III, and Article V of Chapter 4, and Section 16-31(b)(3) of Article IV of Chapter 16, (hereinafter City Animal Control Ordinances) as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of domestic animals; and

WHEREAS, pursuant to A.R.S. § 11-1013, the County operates the Pima Animal Care Center for the intake and sheltering of stray and surrendered animals; and

WHEREAS, the County has the experience and expertise to enforce City Animal Control Ordinances, and is engaged in certain activities relating to vaccination and licensing activities, rabies control, stray and surrendered animal intake;

WHEREAS, the County operates in accordance to the principals of community centered sheltering that prioritizes shelter resources to those pets who are sick or injured, neglected or abused, or need specialized help in finding behaviorally compatible homes; engages the community to keep pets out of the shelter and in their homes; and provides community members support and resources to assist community cats, healthy, friendly loose dogs, pets with minor medical needs, and rehoming of owned pets; and

WHEREAS, the City and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the City of Tucson and the County, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1.0 Purpose. The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of animal control services within the geographical jurisdiction of the City relating to enforcement of the City Animal Control Ordinances, as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty

and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise.

2.0 Term/Effective Date. This Agreement is effective for three (3) years from July 1, 2022 through June 30, 2025. The Parties shall have the option to extend this Agreement for up to one (1) additional two (2) year period or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

3.0 Scope of Services.

3.1 The County Enforcement Agent, herein before designated by the Pima County Board of Supervisors to be Pima Animal Care Center (PACC), and all employees thereunder, shall be referred to as “City Enforcement Agents” for the purpose of this Agreement. The City Enforcement Agents shall, but are not limited to:

3.1.1 Administer and enforce the provisions of the City Animal Control Ordinances and State and County law with respect to domestic animals as defined in A.R.S. A.R.S. § 13-2910(H)(4), and all services related thereunder, including amendments to said laws as may be passed from time to time.

3.1.2 Pursuant to this Agreement, be granted limited police powers necessary from time to time to carry out duties imposed by this Agreement, together with any and all such further powers as may be necessary for such agents to engage in vaccination, licensing, seizure of stray, dangerous, neglected, diseased or abused animals, and other activities arising from their duties as City Enforcement Agents.

3.1.3 Collect such fees as may be rendered applicable by the City Animal Control Ordinances. All fees collected by the City Enforcement Agents shall be retained by the County to defray its costs in providing licensing and related services under this Agreement.

3.2 The City Attorney shall prosecute and the City Court shall handle criminal and civil matters arising out of the enforcement of the City Animal Control Ordinances pursuant to this Agreement. All fines collected by the City Court as a result of enforcement of the City Animal Control Ordinances shall be retained by City.

3.3 Field Enforcement Within Jurisdiction

3.3.1 Complete field services shall be provided from 6:00 a.m. to 9:00 p.m. by two full shifts of Animal Care Officers operating seven days per week, holidays included. Emergency enforcement response services will be provided by a minimum of one Animal Care Officer from 9:00 p.m. to 6:00 a.m. daily, holidays included.

3.3.2 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of animal control services in the City.

- 3.3.3 Dead animal pickup services shall be provided during one shift operating seven days per week, holidays included.
- 3.4 Licensing of Animals
 - 3.4.1 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of licensing services in the City.
 - 3.4.2 The Pima Animal Care Center shall maximize the number of dogs vaccinated and licensed within the geographical jurisdiction of the City. Dog vaccination requirements and spay/neutering information shall be distributed to all owners of licensed dogs and other interested parties upon request.
 - 3.4.3 License applications shall be processed and returned, electronically or via mail, to the applicant within ten (10) working days. A licensing reminder program shall be conducted to improve compliance with license regulations.
 - 3.4.4 Should Pima Animal Care Center outsource the licensing functions to take advantage of online registration via the Internet, Pima Animal Care Center shall ensure that day-to-day licensing and registration operations, including telephone services, remain equivalent to those currently provided by the Center.
- 3.5 Pima Animal Care Center Shelter
 - 3.5.1 The County shall staff, equip, furnish, support and maintain the Pima Animal Care Center, and provide all facilities and vehicles, including replacements, maintenance, repair, gasoline, and oil as necessary for the operation of the Pima Animal Care Center.
 - 3.5.2 Humane treatment of all animals housed at the Pima Animal Care Center shall be provided, including provision of adequate food, water, shelter, and timely and appropriate veterinary care in accordance with nationally accepted shelter care standards. The Pima Animal Care Center shall develop a strategy and procedures to further reduce euthanasia of savable animals through effective adoption and rescue programs. If necessary, animals shall be euthanized in such a manner that provides for humane treatment of the animal and in accordance with the standards set forth by the American Veterinary Medical Association Guidelines for the Euthanasia of Animals: 2013 Edition. Effort shall be made to decrease shelter intake through but not limited to owner education and community wide spay/neuter programs.
 - 3.5.3 Animal Welfare Community Outreach. The Pima Animal Care Center shall refine and increase outreach and educational efforts at schools, neighborhood association meetings, etc. in order to increase public awareness of health and safety issues related to animals, to promote responsible ownership/companion animal guardianship, including compliance with licensing and other City Animal Control Codes, and to disseminate information regarding vaccination clinics, spaying and neutering, and care of animals.

4.0 Reporting.

4.1 The County will provide the City the following information:

4.1.1 Bi-Annual Reporting:

4.1.1.1 PACC Statistical Volumes by Jurisdiction:

4.1.1.1.1 Shelter Statistics: Number of animals processed at the shelter, number of animals adopted and / or fostered,; number and type of education and outreach activities in the community

4.1.1.1.2 Veterinary Statistics: Number and type of surgeries performed on PACC pets and at PACC, number of surgeries performed in the community, number of animal spayed and neutered, number of animals that were euthanized or died in the shelter

4.1.1.1.3 Enforcement Statistics: Number of calls that resulted in a response from PACC, number and types of dog licenses issued, Dates of dispatched enforcement calls, Activity types of dispatched enforcement calls (e.g., leash law, stray)

4.1.1.1.4 Licensing Statistics: Types of licenses issued, Dates of issuance of licenses, Payment received for each license issued, and associated data extract containing detailed information regarding records of requests and revenue attributed to the City.

4.1.1.2 The City will designate a representative to attend bi-annual meetings with representatives from Pima County Administration, Pima Animal Care Center and each jurisdiction with which the County has an Intergovernmental Agreement to provide PACC services.

5.0 Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the City or the County. This Agreement and all obligations upon the City or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.

6.0 Audit. The parties shall have the right to audit the books of the other relating to the Pima Animal Care Center and to the collection of licensing fees and other fines and fees.

7.0 Termination. Either party may terminate this Agreement by giving written notice to the other party not less than six (6) months prior to the termination date. In the event of termination, each party shall be liable for its proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring

prior to the termination date. Termination of this Agreement shall not relieve either party from liabilities or costs already incurred under this Agreement.

8.0 Assignment of Rights. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

9.0 Construction of Agreement.

9.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

9.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

10.0 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

11.0 Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

12.0 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the City and any County employees or between the County and any City employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

13.0 No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to 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.

14.0 Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

14.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona, and Tucson City Code §28-138 are incorporated by this reference as a part of this Agreement.

14.2 Americans with Disabilities Act. This Agreement is subject to all 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 CFR Parts 35 and 36.

15.0 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

15.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

16.0 Non-Waiver. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

17.0 Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

18.0 Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pima County:

Francisco Garcia, MD, MPH
Pima County Assistant County Administrator
130 W. Congress
Tucson, Arizona 85701

Monica Dangler

City of Tucson:

Michael Ortega
City Manager
255 W. Alameda Street, 10th Floor
Tucson, Arizona 85701

Anna Rosenbery

Pima Animal Care Center Director
4000 N. Silverbell Road
Tucson, Arizona 85745

CFO / Assistant City Manager
255 W. Alameda Street, 10th Floor
Tucson, Arizona 85701

19.0 Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

20.0 Indemnification. 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) (hereinafter collectively referred to as “claims”) arising out of the 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, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

21.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

22.0 Legal Arizona Workers Act.

22.1 City hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to City’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). City shall further ensure that each subcontractor who performs any work for City under this Contract likewise complies with the State and Federal Immigration Laws.

22.2 County shall have the right at any time to inspect the books and records of City and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

22.3 Any breach of City’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting City to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, City shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

22.4 City shall advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

23.0 Entire agreement. This instrument 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. Any exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Pima County Board of Supervisors, as attested to by the Clerk of the Board, and the City of Tucson has caused this Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and Council, as attested to by the City Clerk.

PIMA COUNTY:

CITY OF TUCSON:

Chair, Board of Supervisors Date _____
City Mayor Date

ATTEST

ATTEST

Clerk of the Board Date _____
City Clerk Date

APPROVED AS TO CONTENT

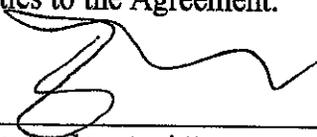
APPROVED AS TO CONTENT



Department Director or designee 6/13/22
Date _____
Department Director or designee Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.



Deputy County Attorney 6/2/22
Date _____
City Attorney Date