

C-79-19-010-3-00  
INTERGOVERNMENTAL  
AGREEMENT

July 1, 2018 through June 30, 2019

AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The City of Goodyear

Contract No. \_\_\_\_\_

## AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES

This Intergovernmental Agreement, ("Agreement"), is entered into by and between Maricopa County, administered through Maricopa County Animal Care and Control, ("COUNTY") and the City of Goodyear, ("CITY"). The County and City may be referred to individually as "Party or collectively as "Parties."

### RECITALS

The COUNTY maintains facilities, equipment, and trained personnel for provision of animal control services.

The County is authorized to enter into this Agreement by A.R.S. § § 11-201, 11-952, 11-1005;

The City of Goodyear is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

The CITY is in need of the animal control services and desires to enter into this Agreement with the County for Basic animal control services.

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

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. Definitions:

**Afterhours operations:** refers to the hours of 10 p.m. to 8 a.m. seven days a week and all County Observed Holidays.

**Aggressive Dog:** any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

**Animal:** refers generally to dogs, but may also include cats that have bitten a human.

**Animal Control Ordinance:** Maricopa County Animal Control Ordinance and the Goodyear City Code Chapter 7: Animals, Article 7-1-1, 7-1-2, Article 7-2 attached hereto as Appendix E.

**Animal At-Large:** Dog that is not contained by an enclosure or physically restrained by a leash.

**Animal Control Services:** Includes:

- a. control or impound of animals (dogs) at large; and
- b. enforcement of licensing and rabies vaccination laws and ordinances; and
- c. rabies surveillance and impound of dogs and cats who have bitten a human.

**Bite Animal At-Large:** a dog or cat that has bitten a human.

**County Observed Holidays:** Holidays identified on Appendix D.

**Basic Animal Control Services:** Basic animal control services performed within the response periods prescribed for priority dispatch in Appendix B & C.

**Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.

**Limited Operations Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven days a week except County Observed Holidays.

**Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a bite animal at-large.

**Priority 2 Dispatch:** Request for service involving an animal at-large on school property while school is in session; aggressive dogs or injured or sick stray dogs in imminent harm.

**Priority 3 Dispatch:-** Request for service to impound stray dogs and to quarantine and investigate dog and cat bites to human; confined stray at business or private home; citizen request contact with officer to provide information on stray dog issue.

**Priority 4 Dispatch:** Request for service to enforce license or leash laws.

**Response Time:** The time within which the County will respond to a call for service which varies based on the time of the call and the priority assigned to the call.

**Stray dogs:** Means any dog three months of age or older running at large that is not wearing a valid license tag.

**2. Term:**

The term of this Agreement is from July 1, 2018 through June 30, 2019 ("Initial Term"). This Agreement is effective upon full execution of the Parties.

**3. Renewal:**

This Agreement may be renewed for up to two successive three-year terms by the mutual agreement of the Parties, subject to availability and appropriation of funds for renewal. Any extension, modification or amendment to this Agreement shall be approved by both Parties in writing.

**4. 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.

**5. Termination:**

Either party may, with or without cause, terminate this Agreement by giving the other Party one hundred twenty (120) 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.

**6. 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.

**7. 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 one hundred and twenty (120) calendar days notice to the other Party. Notice shall be given as provided in section 15 (E).

**8. Default:**

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

**9. 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.

**10. Amendments to Ordinances:**

By this Agreement, the County has agreed to provide enforcement of the Animal Control Ordinances. If the City changes its Ordinance, the County may at its option, decline to enforce the changes to the Animal Control Ordinance or enter into a written amendment adding enforcement of such changes which may include modification of service and additional payment terms

**11. 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 City to any other Party to the Agreement with respect to the subject matter of the Agreement.

**12. 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, 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 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, its officers, employees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

**13. Services:**

The COUNTY agrees to provide the animal control services described in Appendix B.

**14. Payment for Services:**

The CITY agrees to pay the COUNTY for services performed under this Agreement in accordance with Appendix A of this Agreement as may be amended. COUNTY will submit an invoice quarterly for Services to be provided. The CITY will submit payment to COUNTY within 30 days of receiving of a correct invoice for the initial term of this agreement; the City agrees to pay the County \$77,600. Thereafter, the City shall pay the County those fees approved by the Maricopa COUNTY Board of Supervisors 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. See Appendix A.

**15. General Provisions:**

- A. 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.
- B. 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.
- C. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the COUNTY or the CITY in any State or Federal Court.
- D. The COUNTY and CITY warrant they are in compliance with the provisions in A.R.S. § 41-4401 (e-verify).
- E. 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:**

Finance Division  
Maricopa County Animal Care and Control  
2500 South 27<sup>th</sup> Avenue  
Phoenix, AZ 85009

**City of Goodyear:**

Jerry Geier, Chief of Police  
Goodyear Police Department  
14455 West Van Buren Street, Ste. E-101  
Goodyear, AZ 85338

**Copy to:**

Roric Massey, City Attorney  
City of Goodyear  
190 North Litchfield Road  
Goodyear, AZ 85338

- F. 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.

- G. This Agreement shall be construed in accordance with the law of the State of Arizona.

- H. 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.
- I. 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 GOODYEAR**

By:

  
\_\_\_\_\_  
Chairman

By:

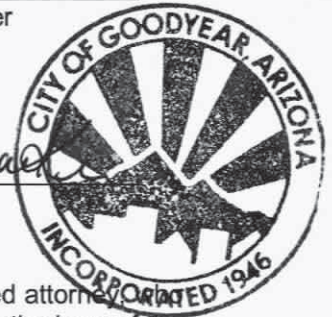
  
\_\_\_\_\_  
Julie Arendall, City Manger

Attest:

  
\_\_\_\_\_  
Clerk of the Board 08/15/18

Attest:

  
\_\_\_\_\_  
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

**APPENDIX A**

**COMPENSATION SCHEDULE ANIMAL CONTROL SERVICES**

1. COUNTY Service Level:Basic
2. Service Cost

Fiscal Year 19	2018-2019	\$77,600
Fiscal year 20	2019-2020	\$79,928
Fiscal year 21	2020-2021:	\$82,326

## APPENDIX B

### SERVICES

1. The COUNTY shall be responsible for and enforce rabies/animal control all provisions in the Goodyear City Code Chapter 7: Animals, Article 7-1-1, 7-1-2, and Article 7-2 within the geographic boundaries of Goodyear and in accordance with the terms of this Agreement.
2. Minimum Staffing: Staff sufficient to respond to approximately 90% of service requests within the time prescribed below.
3. Response Times during Ordinary Operation Hours: During Ordinary Operation Hours, the County staff shall arrive at the scene of an animal control incident within the time prescribed below based on the Priority Dispatch classification:

<b>Priority 1 -</b>	<b>1 hour</b>
<b>Priority 2 -</b>	<b>2 hours</b>
<b>Priority 3 -</b>	<b>5 hours</b>
<b>Priority 4 -</b>	<b>6 hours</b>

4. Response Times during Limited Operation Hours: During Limited Operation Hours the County will respond only to Priority 1 and 2 calls. The County will respond to such calls within 1 and 2 hours of dispatch, respectively. The County will not respond to Priority 3 and 4 calls received after 5 p.m. until the commencement of the next Ordinary Operations period. Response times for such calls will be 5 and 6 hours respectively measured from the commencement of the next Ordinary Operation period.
5. After Hour Response Times: After hours, the County will respond to Priority 1 calls involving bite animals within 3 hours of the dispatch within the geographic boundaries of the City of Goodyear.



**APPENDIX C – HOURS OF OPERATION**

The facilities and locations specified below and will be available during the hours of operation indicated.

Services	DAYS & HOURS OF OPERATION	Telephone no.
<i>Regular Operation Hours: Call Center</i>	Monday – Sunday 8:00 a.m. to 5:00 p.m. except County Observed Holidays	(602)506-7387(public)
<i>Limited Operation Hours: Recording</i>	Monday – Sunday 5:00 p.m. to 10:00 p.m. except County Observed Holidays	(602)506-7387(public)
<i>After hours Operations: Direct Dispatch</i>	Monday-Sunday 10:00 p.m. to 8:00 a.m. and all County Observed Holidays	(602)506-1309(not published) Police Only

**APPENDIX D –County Observed Holidays include the following marked days:**

- |  |   |  |  |  |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day                   | <input type="checkbox"/> Washington's birthday      | <input checked="" type="checkbox"/> Memorial Day     | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day    |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur    | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Lincoln's birthday               | <input type="checkbox"/> Good Friday                | <input checked="" type="checkbox"/> Labor Day        | <input type="checkbox"/> Columbus Day  | <input checked="" type="checkbox"/> Christmas Day    |
| OTHER HOLIDAYS:  |   |  |  |  |
| <input checked="" type="checkbox"/> Day After Thanksgiving           | <input type="checkbox"/> Floating Holiday –         | <input type="checkbox"/> Day Before Christmas        | <input type="checkbox"/>               | <input type="checkbox"/>                             |
|  |   |  | _____                                  | _____  |
|  |   |  | (specify)                              | (specify)  |
| <input type="checkbox"/> Cesar Chavez Birthday                       |   |  |  |  |

**APPENDIX E**  
**City of Goodyear**

**CHAPTER 7: Animals**

Article

- 7-1. RULES AND REGULATIONS
- 7-2. RABIES/ANIMAL CONTROL LEASH LAW
- 7-3. REPEALED
- 7-4. ANIMALS AT LARGE

**ARTICLE 7-1**

Rules and Regulations

Section

- 7-1-1 Dangerous animals
- 7-1-2 Killing dangerous animals
- 7-1-3 Noises
- 7-1-4 Restrictions on keeping animals

Cross-reference:

Sexual assault of an animal, see § 11-1-22

**7-1-1 DANGEROUS ANIMALS.**

It is unlawful to permit any dangerous, vicious animal of any kind to run at large within the city, and such animals shall be immediately impounded by the enforcement agent. Exhibitions or parades of animals which are *ferae naturae* in the eyes of the law may be conducted only upon securing a permit from the Chief of Police or such person that he or she may appoint.

(Prior Code, § 7-1-1) Penalty, see Art. 1-8

**7-1-2 KILLING DANGEROUS ANIMALS.**

The members of the Police Department or the enforcement agent are authorized to kill any dangerous animal of any kind when it is necessary for the protection of any person or property.

(Prior Code, § 7-1-2)

**7-1-3 NOISES.**

It is unlawful to harbor or keep any animals or fowl that disturb the peace by loud noises at any time of the day or night.

(Prior Code, § 7-1-3) Penalty, see Art. 1-8

**7-1-4 RESTRICTIONS ON KEEPING ANIMALS.**

(A) Unless permitted by this code or the zoning regulations of the city, it is unlawful to keep or cause to be kept any horses, mules, cattle, burros, goats, sheep, swine or pigs or livestock, pigeons or poultry within the corporate limits of the city.

(B) Household pets, as defined in Article 7-2 of this chapter, and service animals, as defined by federal and state law, may be kept in the City, but it shall be unlawful to keep, harbor or maintain more than four household pets, to include no more than one potbellied pig (not to exceed 100 pounds) on any residential property within the City.

(C) The maintaining or keeping of all animals within the city in accordance with this code and applicable regulations shall be allowed only as long as they do not cause, create or contribute to or become a public or private nuisance due to noise any time of the day or night, the presence of flies, mosquitos, insects, vermin, rodent harborage, odors, dust, ponded water, accumulation of manure, garbage, refuse or other obnoxious or putrescible material or for any other like reason.

(D) Manure and droppings shall be removed from yards, pens, stables, cages and other enclosures at least twice weekly and shall be removed from the premises at least twice each week or more frequently as dictated by customary husbandry like health and sanitary conditions due to weather and other circumstances. For the purposes of this provision, PREMISES means the lot or parcel of ground upon which the yard, pen, stable, cage or other enclosure is located. Spillage and leftovers from animal feedings shall be disposed of in the same manner as the aforesaid manure and droppings.

(E) An owner or handler of a household pet, which is required to be leashed or harnessed, shall be required to remove any droppings or feces at the time of discharge when said animal is on public or private property other than that of such owner or handler which such household pet is leashed or harnessed.

(F) All enclosures or other structures used for the purpose of housing, keeping or caring for any animal shall be structurally sound so as to contain such animals safely and securely.

(Prior Code, § 7-1-4) (Am. Ord. 92-470, passed 9-22-1992; Am. Ord. 12-1260, passed 6-11-2012; Am. Ord. 13-1287, passed 8-19-2013) Penalty, see Art. 1-8

## **ARTICLE 7-2 Rabies/Animal Control Leash Law**

### Section

- 7-2-1 Definitions
- 7-2-2 Powers and duties of the State Veterinarian and the Livestock Board
- 7-2-3 Powers and duties of State Department of Health Services
- 7-2-4 Powers and duties of Enforcement Agent
- 7-2-5 License fees for dogs; tags; records; penalties; classification
- 7-2-6 Anti rabies vaccination; vaccination and license stations
- 7-2-7 Kennel permit; fee; violation
- 7-2-8 Rabies Control Fund
- 7-2-9 Dogs not permitted at large; wearing license
- 7-2-10 Establishment of pounds; impounding and disposing of dogs and cats; reclaiming impounded dogs and cats; pound fees
- 7-2-11 Handling of biting animals; responsibility for reporting animal bites
- 7-2-12 Unlawful interference with enforcement agent
- 7-2-13 Removing impounded animals
- 7-2-14 Unlawful keeping of dogs
- 7-2-15 Violation; classification
- 7-2-16 Dogs; liability
- 7-2-17 Proper care, maintenance and destruction of impounded animals

### **7-2-1 DEFINITIONS.**

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ANIMAL.** Any animal of a species that is susceptible to rabies, except man.

**AT LARGE** On or off premises of the owner and not under control of the owner or other person acting for the owner. Any dog in a suitable enclosure or confined shall not be considered to be running at large.

**DEPARTMENT.** The State Department of Health Services.

**ENFORCEMENT AGENT.** That person in each county who is responsible for the enforcement of this article and the regulations promulgated thereunder.

**HOUSEHOLD PETS.** Those dogs, cats and potbellied pigs which are commonly kept as pets and whose primary value is personal enjoyment which shall not be raised for breeding or commercial purposes and which shall be limited to species whose presence in the neighborhood does not arouse unusual community interest or curiosity sufficient to attract the community residents to a specific neighborhood.

**IMPOUND.** The act of taking or receiving into custody by the enforcement agent any dog or other animal for the purpose of confinement in an authorized pound in accordance with the provisions of this article.

**KENNEL.** An enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five or more dogs under controlled conditions.

**LIVESTOCK.** Neat animals, horses, sheep, goats, swine, mules and asses.

**OWNER.** Any person keeping an animal other than livestock for more than six consecutive days.

**POUND.** Any establishment authorized for the confinement, maintenance, safekeeping and control of dogs and other animals that come into the custody of the enforcement agent in the performance of his or her official duties.

**RABIES QUARANTINE AREA.** Any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.

**RABIES VACCINATION CERTIFICATE.** A method of recording and duplicating rabies information that is in compliance with the county enforcement agent's licensing system and/or county enforcement agent's prescribed forms.

**STRAY DOG.** Any dog four months of age or older running at large that is not wearing a valid license tag.

**VACCINATION.** The administration of an anti rabies vaccine to animals by a veterinarian or in authorized pounds by employees trained by a veterinarian.

**VETERINARIAN.** Unless otherwise indicated, means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.

**VETERINARY HOSPITAL.** Any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it, or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.

**VICIOUS ANIMAL.** Any animal of the order carnivora that has a propensity to bite human beings without provocation and has been so declared after a hearing before a justice of the peace or a city magistrate.

(Prior Code, § 7-2-1) (Am. Ord. 12-1260, passed 6-11-2012)

#### **7-2-2 POWERS AND DUTIES OF THE STATE VETERINARIAN AND THE LIVESTOCK BOARD.**

(A) The state veterinarian shall designate the type or types of anti-rabies vaccines that may be used for vaccination of animals, the period of time between vaccination and revaccination and the dosage and method of administration of the vaccine.

(B) The Arizona Livestock Board shall regulate the handling and disposition of animals classed as livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.

(Prior code, § 7-2-2)

#### **7-2-3 POWERS AND DUTIES OF STATE DEPARTMENT OF HEALTH SERVICES.**

(A) The State Department of Health Services shall regulate the handling and disposition of animals other than livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.

(B) The State Department of Health Services may require the enforcement agent to submit a record of all dog licenses issued and in addition any information deemed necessary to aid in the control of rabies.

(Prior Code, § 7-2-3)

#### **7-2-4 POWERS AND DUTIES OF ENFORCEMENT AGENT.**

(A) The enforcement agent shall:

(1) Enforce the provisions of this article and the regulations promulgated thereunder;

(2) Issue citations for the violation of the provisions of this article and the regulations promulgated

thereunder. The procedure for the issuance of notices to appear shall be as provided for peace officers in A.R.S. § 13-3903, except that the enforcement agent shall not make an arrest before issuing the notice;

(3) Be responsible for declaring a rabies quarantine area within the area of jurisdiction. When a quarantine area has been declared, the enforcement agent shall meet with the state veterinarian and representatives from the Department of Health Services and the Game and Fish Department to implement an emergency program for the control of rabies within the area. Any regulations restricting or involving movements of livestock within the area shall be subject to approval by the state veterinarian.

(B) The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. § 13-3899.

(C) The enforcement agent may designate deputies.  
(Prior Code, § 7-2-4)

**7-2-5 LICENSE FEES FOR DOGS; TAGS; RECORDS; PENALTIES; CLASSIFICATION.**

All persons who keep or harbor or maintain a dog or dogs within the boundaries of the City of Goodyear shall comply with all Maricopa County licensing, tags, reporting and records requirements for dogs as provided in Title 11, Chapter 7, Article 6 of the Arizona Revised Statutes and as amended.  
(Prior Code, § 7-2-5) (Am. Ord. 13-1287, passed 8-19-2013)

**7-2-6 ANTI-RABIES VACCINATION; VACCINATION AND LICENSE STATIONS.**

(A) Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine used and date revaccination is due.

A duplicate of each rabies vaccination certificate issued shall be transmitted to the enforcement agent on or before the tenth day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this article and the regulations promulgated thereunder.

(B) A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona, provided that, at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in the state or a veterinarian employed by a governmental agency in that state, stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this article and the regulations promulgated thereunder.

(C) The enforcement agent shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.  
(Prior Code, § 7-2-6)

**7-2-7 KENNEL PERMIT; FEE; VIOLATION.**

(A) A person operating a kennel shall obtain a permit issued by the Board of Supervisors of the county where the kennel is located except if each individual dog is licensed.

(B) The annual fee for the kennel permit shall be set by the Maricopa County Board of Supervisors.

(C) A dog remaining within the kennel is not required to be licensed individually under A.R.S. § 11-1008. A dog leaving the controlled kennel conditions shall be licensed under A.R.S. § 11-1008, except if the dog is only being transported to another kennel which has a permit issued under this section.

(D) A person who fails to obtain a kennel permit under this section is subject to a penalty of \$25 dollars in addition to the annual fee.

(E) A person who knowingly fails within 30 days after written notification from the county enforcement agent to obtain a kennel permit is guilty of a class 2 misdemeanor.

(Prior Code, § 7-2-7)

**7-2-8 RABIES CONTROL FUND.**

(A) The enforcement agent or his or her authorized representative shall place the monies collected by him or her under the provisions of this article in a special fund to be known as the Rabies Control Fund to be used for the enforcement of the provisions of this article and the regulations promulgated thereunder.

(B) Any unencumbered balance remaining in the Rabies Control Fund at the end of a fiscal year shall be carried over into the following fiscal year.

(Prior Code, § 7-2-8)

**7-2-9 DOGS NOT PERMITTED AT LARGE; WEARING LICENSE.**

(A) In a rabies quarantine area, no dogs shall be permitted at large. Each dog shall be confined within an enclosure on the owner's property, secured so that a dog is confined entirely to the owner's property or on a leash not to exceed six feet in length and directly under the owner's control when not on the owner's property.

(B) Any dog over the age of four months running at large shall wear a collar or harness to which is attached a valid license tag. Dogs used for control of livestock or while being used or trained for hunting, dogs while being exhibited or trained at a kennel club event or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and controlled.

(C) If any dog is at large on the public streets, public parks or public property, then said dog's owner or custodian is in violation of this article.

(D) Any person whose dog is at large is in violation of this article. A dog is not at large if:

(1) The dog is restrained by a leash, chain, rope or cord of not more than six feet in length and of sufficient strength to control action of said dog;

(2) The dog is used for control of livestock, while being used or trained for hunting or being exhibited or trained at a kennel club event or while engaged in races approved by the Arizona Racing Commission;

(3) While the dog is actively engaged in dog obedience training, accompanied by and under the control of his or her owner or trainer, provided that the person training said dog has in his or her possession a dog leash of not more than six feet in length and of sufficient strength to control said dog, and further, that said dog is actually enrolled in or has graduated from a dog obedience training school;

(4) The dog, whether on or off the premises of the owner, or person acting for the owner, is controlled as provided in subsection (1) or is within a suitable enclosure which actually confines the dog.

(E) Any dog at large shall be apprehended and impounded by an enforcement agent.

(1) The agent shall have the right to enter upon private property when it is necessary to do so in order to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of such dog and shall not include entry into a domicile unless it be at the invitation of the occupant.

(2) The agent may issue a citation to the dog owner when the dog is at large. The procedure for the issuance of notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the enforcement agent shall not make an arrest before issuing the notice. The issuance of citations pursuant to this article shall be subject to the provisions of A.R.S. § 13-3899.

(3) In the judgment of the enforcement agent, if any dog at large or other animal that is dangerous or fierce and a threat to human safety cannot be safely impounded, it may be immediately slain.

(Prior Code, § 7-2-9)

**7-2-10 ESTABLISHMENT OF POUNDS; IMPOUNDING AND DISPOSING OF DOGS AND CATS; RECLAIMING IMPOUNDED DOGS AND CATS; POUND FEES.**

(A) Any stray dog shall be impounded. All dogs and cats impounded shall be given proper care and maintenance.

(B) Each stray dog or any cat impounded shall be kept and maintained at the pound for a minimum of 72 hours unless claimed by its owner. Any person may purchase such a dog or cat upon expiration of the impoundment period, provided such person pays all pound fees and complies with the licensing and vaccinating provisions of this article. If the dog or cat is not claimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. If such dog or cat is to be used for medical research, no license or vaccination shall be required. The enforcement agent may destroy impounded sick or injured dogs or cats whenever such destruction is necessary to prevent such dog or cat from suffering or to prevent the spread of disease.

(C) Any impounded licensed dog or any cat may be reclaimed by its owner or such owner's agent, provided that the person reclaiming the dog or cat furnishes proof of right to do so and pays all pound fees. If the dog or cat is not reclaimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. Any person purchasing such dog or cat shall pay all pound fees.

(Prior Code, § 7-2-10)

**7-2-11 HANDLING OF BITING ANIMALS; RESPONSIBILITY FOR REPORTING ANIMAL BITES.**

(A) An unlicensed or unvaccinated dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than seven days. A dog properly licensed and vaccinated pursuant to this article that bites any person may be confined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the enforcement agent.

(B) Any animal other than a dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon the request of and at the expense of the owner, at a veterinary hospital for a period of not less than 14 days, provided that livestock shall be confined and quarantined for the 14 day period in a manner regulated by the Arizona Livestock Board. If the animal is a caged rodent, it may be confined and quarantined at the home of the owner or where it is harbored or maintained, for the required period of time, with the consent of and in a manner prescribed by the enforcement agent.

(C) Any wild animal which bites any person may be killed and submitted to the enforcement agent or his or her deputies for transmission to an appropriate diagnostic laboratory.

(D) Whenever an animal bites any person, the incident shall be reported to the enforcement agent immediately by any person having direct knowledge.

(E) The county enforcement agent may destroy any animal confined and quarantined pursuant to this article prior to the termination of the minimum confinement period for laboratory examination for rabies if:

- (1) Such animal shows clear clinical signs of rabies;
- (2) The owner of such animal consents to its destruction.

(F) Any animal subject to licensing under this article found without a tag identifying its owner shall be deemed unowned.



(G) The county enforcement agent shall destroy a vicious animal upon an order of a justice of the peace or a city magistrate. A justice of the peace or city magistrate may issue such an order after notice to the owner, if any, and a hearing.

(Prior Code, § 7-2-11)

**7-2-12 UNLAWFUL INTERFERENCE WITH ENFORCEMENT AGENT.**

It is unlawful for any person to interfere with the enforcement agent in the performance of his or her duties.

(Prior Code, § 7-2-12) Penalty, see Art. 1-8

**7-2-13 REMOVING IMPOUNDED ANIMALS.**

No person may remove or attempt to remove an animal which has been impounded or which is in the possession of the enforcement agent except in accordance with the provisions of this article and the regulations promulgated thereunder.

(Prior Code, § 7-2-13)

**7-2-14 UNLAWFUL KEEPING OF DOGS.**

It is unlawful for a person to keep, harbor or maintain a dog within the city except as provided by the terms of this article.

(Prior Code, § 7-2-14) Penalty, see Art. 1-8

**7-2-15 VIOLATION; CLASSIFICATION.**

Any person who fails to comply with the requirements of this article, or violates any of its provisions, is guilty of a misdemeanor.

(Prior Code, § 7-2-15) Penalty, see Art. 1-8

**7-2-16 DOGS; LIABILITY.**

Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog's owner or person or persons responsible for the dog when such damages were inflicted.

(Prior Code, § 7-2-16)

**7-2-17 PROPER CARE, MAINTENANCE AND DESTRUCTION OF IMPOUNDED ANIMALS.**

(A) Any animal impounded in a county or city pound shall be given proper and humane care and maintenance.

(B) Any dog or cat destroyed while impounded in a county or city pound shall be destroyed only by the use of one of the following:

- (1) Sodium pentobarbital or a derivative of sodium pentobarbital;
- (2) Nitrogen gas;
- (3) T 61 Euthanasia solution or its generic equivalent.

(C) If an animal is destroyed by means specified in (B)(1) or (3) of this section, it shall be done by a licensed veterinarian or in accordance with procedures established by the state veterinarian pursuant to A.R.S. § 3-1213.

(D) The governing body of any county or city which operates a pound shall establish procedures for the humane destruction of impounded animals by the methods described in subsections (B) and (C) of this section.

(Prior Code, § 7-2-17)



**CITY OF GOODYEAR  
COUNCIL ACTION REPORT**

<b>SUBJECT: Intergovernmental Agreement for basic animal control services between Maricopa County and city of Goodyear.</b>	<b>STAFF PRESENTER:</b> Jimmy Rodriguez, Deputy Chief of Police  <b>CASE NUMBER:</b> None  <b>OTHER PRESENTER:</b> None
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**PROPOSED ACTION:**

Authorize the City Manager or designee to execute the Intergovernmental Agreement between the city of Goodyear and Maricopa County for animal care and control services.

**BACKGROUND AND PREVIOUS ACTIONS:**

In 2013, the Intergovernmental Agreement with Maricopa County Animal Care and Control provided for enhanced services to ensure that Animal Control will provide the City with priority service in response to calls, guarantee Animal Control will respond to 100% of calls for service and provide increased hours for service.

Our current Intergovernmental Agreement with Maricopa County Animal Control is set to expire on June 30, 2018. The animal control and care services provided by Maricopa County Animal Control are at a cost far less than the City would be able to provide with its own staff, equipment and facilities. It is in the best interests of the City to renew this IGA with Maricopa County to provide Goodyear residents with animal control and care services.

**STAFF ANALYSIS:**

The renewal of the Intergovernmental Agreement between the City of Goodyear and Maricopa County Animal Care and Control is needed to respond to the numerous calls for service received for Goodyear residents involving the pickup, capture, and housing of unclaimed or dangerous dogs and other animals at large in accordance to the Goodyear City Code Chapter 7, Article 7-1 (Rules and Regulations), 7-2 (Rabies/Animal Control Leash Law) and 7-4 (Animals at Large).

Continuing this IGA to provide this service continues to be beneficial to the City, until the City has the resources available to provide this service in house.

**FISCAL ANALYSIS:**

The animal care and control services will be funded through the Police Department General Fund budget. The FY19 dollar amount is within the amount budgeted in FY2019.

Amounts due shall be paid as follows:

Fiscal Year 19 (2018-2019)	\$77,600
Fiscal Year 20 (2019-2020)	79,928

Fiscal Year 21 (2020-2021)

82,326

**RECOMMENDATION:**

Authorize the City Manager or designee to execute the Intergovernmental Agreement between the city of Goodyear and Maricopa County for animal care and control services.

**ATTACHMENTS:**

IGA for Animal Control Services with Maricopa County



**Maricopa County**  
Animal Care & Control

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2500 South 27<sup>th</sup> Avenue  
Phoenix, AZ 85009  
Phone: (602) 506-7387  
Fax: (602) 506-2739

[pets.maricopa.gov](http://pets.maricopa.gov)

August 28, 2018

City of Goodyear  
Office of City Clerk  
Attn: Matt Seitz  
190 N. Litchfield Rd.  
Goodyear, AZ 85338

RE: IGA with Maricopa County Animal Care & Control  
For Basic Animal Control Services  
C-79-19-010-3-00

Dear Mr. Seitz:

Please find enclosed a fully executed copy of the above referenced Agreement.

If you have any questions, please do not hesitate to ask. We look forward to our continued working relationship.

Regards,

A handwritten signature in black ink, appearing to read "Holly S. Martz-Horner", with a long horizontal line extending to the right.

Holly S. Martz-Horner  
Administrative Assistant

Enclosure