

# CONTRACT COVER SHEET



For Contract Review - please route Contract through Finance – Procurement Dept. A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.

*Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.*

Date Submitted for Review: \_\_\_\_\_

Type (check one):

- Construction       Contract      Change Order/Modification  #NA Drop Down  
 IGA       Development Agreement      Amendment  #2 Drop Down  
 Easement       Lease/Property Acquisition      Other  (please specify):

**IDENTIFYING INFORMATION: (Please fill in each field)**

Requesting Dept., Contact Name, Ext. #: Police Department, Jennifer Calovini X7805  
 Contractor Name, Address, Tel. No.: Lieutenant Chris Kunszt  
 Communication/Field Enforcement Supervisor  
 2500 S 27<sup>th</sup> Ave, Phoenix, AZ 85009  
 602-526-1740  
 Assigned Contract Number: CON – 18-4398-A2

Brief Summary of the Services to be provided: Amendment 2 to the agreement for animal control services with Maricopa County  
**Terms:**  
 Start: Upon Signature Expire: 6/30/2021  
 Contract Amount: \$ 82,326  
 Council Date: 6/13/2020 COAC #2020-6998 N/A:

Link to: CX-4398-18

City Clerk's Office Use – Retention Date: \_\_\_\_\_

**REVIEWED AND APPROVED:**

- Procurement: \_\_\_\_\_ Date: \_\_\_\_\_ Contracts/Procured Services  
 Legal: \_\_\_\_\_ Date: \_\_\_\_\_ All documents  
 City Manager: \_\_\_\_\_ Date: \_\_\_\_\_ When required

**CONTRACT REVIEW REQUIREMENTS**

**PROCUREMENT PROCESS – NOTE:** IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- Less than \$5000     \$5,000 to \$50,000 – 3 written quotes     Cooperative Agreement     On-Call /Task Order  
 Formal Solicitation, Incl. Solicitation Number: OP- \_\_\_\_\_  
 Other – please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted:  Yes  No Requires Council Action: Yes  No  If yes, Council Date: \_\_\_\_\_ **Attach COAC**

Additional Funding Source?  Federal – Identify: \_\_\_\_\_  State – Identify: \_\_\_\_\_

Grant/Other – Identify: \_\_\_\_\_ \*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? Provide two signed copies to Jennifer Calovini. Thank you.

**INSURANCE & BONDS (To be completed by Procurement Specialist)**

- Insurance Certificate:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_  
 Bid Bond:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_  
 Performance Bond:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_  
 Payment Bond:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_

Changes are required to this contract/document as follows: \_\_\_\_\_

**SECOND AMENDMENT TO AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL SERVICES (“Second Amendment”) is entered into by and between the **City of Goodyear** (“CITY”) and **Maricopa County**, administered through Animal Care and Control (“COUNTY”). The COUNTY and CITY are collectively referred to as “Parties” and each individually as “Party.”

**RECITALS:**

- I. The Parties entered into an Agreement for animal control services effective July 1, 2018 through June 30, 2019, which term was extended by amendment (“First Amendment”) for a three (3) year period from July 1, 2019 through June 30, 2022, together the “Agreement”.
- II. The Parties now desire to amend the Agreement upon the terms and conditions contained in this Second Amendment.

**SECOND AMENDMENT:**

NOW, THEREFORE, for and in consideration of the foregoing and other valuable considerations, the Parties hereby amend the Agreement as follows:

- I. Modify the Recitals section to include recitals of the COUNTY’S authority to enforce the CITY’S ordinance, as follows:

*The COUNTY is authorized to enter into this Agreement by  
A.R.S. §§ 11-201, 11-952, 11-1005 and 11-1007.*

*The CITY is in need of the animal control services and  
desires to enter into this Agreement with the COUNTY to  
appoint the COUNTY as the Enforcement Agent for the CITY  
in order to administer basic animal control services.*

- II. Include a definition for “Enforcement Agent” under the General Provisions, Section 1 Definitions, as follows:

**Enforcement Agent:** As defined at A.R.S. §11-1001(4), the person in each county who is responsible for the enforcement of the animal control statutes and any rules adopted pursuant to those statutes.

- III. The Term of the Agreement is reduced and effective for a one (1) year period from July 1, 2020 through June 30, 2021.

- IV. Appendix A to the Agreement, "Compensation Schedule", is replaced in its entirety with the Appendix A attached hereto and incorporated herein.
- V. Appendix B to the Agreement, "Services", is replaced in its entirety with the Appendix B attached hereto and incorporated herein.
- VI. Appendix C to the Agreement, "Hours of Operation", is stricken from the Agreement.
- VII. Appendix D to the Agreement, "County Observed Holidays", is replaced in its entirety with the Appendix D attached hereto and incorporated herein.
- VIII. The foregoing paragraphs contain all changes made by this Second Amendment. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Maricopa County  
Board of Supervisors**

**City of Goodyear**

By: \_\_\_\_\_  
Chairman of the Board

BY: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
City Clerk

In accordance with A.R.S. §§ 11-201, 11-251, and 11-952, undersigned counsel has reviewed the foregoing amendments to the Agreement and have determined that said amendments are in proper form and within the powers and authority granted to the public body represented by their respective attorneys.

BY: \_\_\_\_\_  
Attorney for Board of Supervisors

BY: \_\_\_\_\_  
Attorney for City

**APPENDIX A**

**COMPENSATION SCHEDULE ANIMAL CONTROL SERVICES**

1. COUNTY Service Level: Basic Animal Control Services
2. Service Cost  
July 1, 2020 through June 30, 2021                      \$82,326

## APPENDIX B

### SERVICES

1. The COUNTY, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the CITY.

#### Chapter 7 – Animals

7-2-5	Failure to License
7-2-9(B)	Failure to Wear
7-2-9(C)	Dog at Large Public Property
7-2-9(D)	Dog at Large
7-2-11(A)	Failure to Quarantine
7-2-12	Unlawful Interference
7-2-13	Unlawful Removal
7-2-14	Unlawful Keeping

2. **Minimum Staffing:** Staffing will be sufficient to respond to approximately ninety percent (90%) of service requests within the time frame prescribed below

3. **Response Times:** Normal Hours of Operation is defined as the operating hours from 8am to 5pm seven (7) days per week, except COUNTY observed holidays. COUNTY staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification:

Priority 1	1 hour
Priority 2	2 hours
Priority 3	48 hours
Priority 4	72 hours

4. **Response Time during Limited Operations Hours:** Limited Operations Hours will be from 5pm to 10pm seven (7) days per week, except COUNTY observed holidays, and only Priority 1 and 2 calls for service will be acted upon and only when the requesting police agency agrees to remain on scene for the duration of the time needed to handle the call for service. The COUNTY will not respond to priority 3 or 4 calls for service after 3pm until the commencement of the next Normal Hours of Operation. The response time for Limited Operations Hours will be two (2) hours maximum. The response time could be longer should a higher priority call for service be received. The choice to respond to higher priority calls is at the discretion of the COUNTY.

5. The COUNTY shall not respond to scenes involving owned animals being seized or impounded as a part of a police function related to neglect, abuse, abandonment, arrests, crime scene investigations, fire scenes, or any situation where the law enforcement officer has seized an owned animal. The COUNTY will not respond to citizen response requests for abuse, neglect, or cruelty of animals.

6. Law enforcement agencies needing assistance in accordance with this IGA can call the Field Dispatch non-public phone line (602-506-1309) to request general assistance during Normal Hours of Operation and after 5pm for Priority 1 or 2 calls. The decision to respond is based on the information provided to staff at the time of the request. The COUNTY reserves the right to respond to non-emergency requests at the beginning of the next Normal Hours of Operation.

7. The COUNTY will be closed for business on all COUNTY observed holidays. The COUNTY reserves the right to provide Limited Operations Hours response times from 8am to 10pm on County observed holidays.

8. The COUNTY shall provide Lost and Found Services from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs. This service will not be provided for the holiday coverage prescribed in Paragraph 7.

9. The COUNTY shall provide Call Center services 8am to 5pm, seven (7) days per week and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions. Call Center services will not be provided for the holidays prescribed in Paragraph 7.

10. The COUNTY at its discretion may deny the pickup of dogs from third parties who are part of rescue groups who work to trap, confine, and/or pick-up found dogs from other parties who are not reporting the found animal directly to the COUNTY, or from parties who take in stray dogs from private citizens for the sole purpose of holding the animal for short periods of time until contacting the COUNTY. The COUNTY, at its discretion, may deny pickup of dogs from individuals who habitually confine stray dogs and are not contracted by a local jurisdiction to provide animal control services for cities or towns within Maricopa County.

**APPENDIX D**

**COUNTY OBSERVED HOLIDAYS**

New Year's Day  
Martin Luther King  
Presidents Day  
Memorial Day  
Veterans Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day