

C-79-19-008-3-00

INTERGOVERNMENTAL
AGREEMENT

July 1, 2018 through June 30, 2021

AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The Town of Paradise Valley

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 Town of Paradise Valley, ("TOWN"). The County and Town 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 Town of Paradise Valley is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

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

The TOWN 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 Paradise Valley Town Code Chapter 7 Animal Control, Article 7-1 thru 7-7, Sections 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, 2021 ("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 TOWN this Contract shall be terminated and COUNTY obligations hereunder shall immediately cease.

9. County Reporting Obligations:

COUNTY shall provide TOWN 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 Town 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 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 TOWN, 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 TOWN 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 TOWN, 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 TOWN 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 TOWN will submit payment to COUNTY within 30 days of receiving of a correct invoice. For the initial term of this agreement, the Town agrees to pay the County \$9898.00 in quarterly payments after receipt of invoice. Thereafter, the Town 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 TOWN in any State or Federal Court.
- D. The COUNTY and TOWN 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 27th Avenue
Phoenix, AZ 85009

Town of Paradise Valley:
Peter Wingert, Chief of Police
Paradise Valley Police department
6433 E. Lincoln
Paradise Valley, AZ 85253

Copy to:
Town Clerk
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253


- 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**

By:



Chairman


Attest:



Clerk of the Board 061510

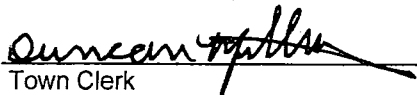
TOWN OF PARADISE VALLEY

By:



Town Manager


Attest:



Town Clerk

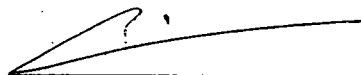
This Agreement has been reviewed pursuant to A.R.S. § 11-952 *et. seq.* by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

By:



Attorney for Board of Supervisors

By:



Town Attorney

APPENDIX A

COMPENSATION SCHEDULE ANIMAL CONTROL SERVICES

1.	COUNTY Service Level:	Basic
2.	Service Cost	
	July 1, 2018 through June 30, 2019	\$9,898
	July 1, 2019 through June 30, 2020	\$10,393
	July 1, 2020 through June 30, 2021	\$10,888

APPENDIX B

SERVICES

1. The COUNTY shall be responsible for and enforce rabies/animal control all provisions in the Paradise Valley Town Code Chapter 7 Animal Control, Article 7-1 thru 7-7, Sections attached hereto as Appendix E within the geographic boundaries of Paradise Valley 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:

Priority 1 -	1 hour
Priority 2 -	2 hours
Priority 3 -	5 hours
Priority 4 -	6 hours
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 Town of Paradise Valley.

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 and police urgency: Direct Dispatch</i>	24/7 including 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 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 Paradise Valley

CHAPTER 7 ANIMAL CONTROL

Article 7-1 DEFINITIONS

Article 7-2 UNLAWFUL ACTS

~~7-2-1 Cruelty~~

~~7-2-2 Dangerous Animals~~

~~7-2-3 Animal Noises~~

~~7-2-4 Strays~~

~~7-2-5 Diseased Animals~~

~~7-2-6 Feeding Wild Coyotes~~

~~7-2-7 Control of Animals~~

7-2-8 Unlawful Keeping of Dogs

~~7-2-9 Destruction of Property~~

7-2-10 Dogs Not Permitted at Large

7-2-11 Unlawful Interference with Enforcement Agent

~~7-2-12 Removal of Feces~~

~~7-2-13 Fowl Not Permitted at Large~~

Article 7-3 LICENSE AND VACCINATION

7-3-1 License Fees for Dogs; Issuance of Dog Tags; Records; Penalties; Classification

7-3-2 Anti-rabies Vaccination; Vaccination and License Stations

Article 7-4 POUND

7-4-1 Impounding

7-4-2 Impounding and Disposing of Animals; Reclaiming Impounded Animals; Pound Fees

~~7-4-3 Dangerous and Fierce Animals~~

7-4-4 Stray Dogs

7-4-5 Proper Care, Maintenance and Destruction of Impounded Animals

7-4-6 Removing Impounded Animals

Article 7-5 RABIES CONTROL

7-5-1 Handling of Biting Animals; Responsibility for Reporting Animal Bites; Authority to Destroy Animals

Article 7-6 ENFORCEMENT AGENT

7-6-1 Powers and Duties of Enforcement Agent

7-6-2 Dogs at Large; Enter Private Property

Article 7-7 KENNELS, LIABILITY, DANGEROUS ANIMALS, CLASSIFICATION

7-7-1 Kennel Permit; Fee; Violation; Classification

7-7-2 Dogs; Liability

~~7-7-3 Killing Dangerous Animals~~

~~7-7-4 Repealed~~

Article 7-8 VIOLATIONS, NUISANCE AND ENFORCEMENT

CHAPTER 7 ANIMAL CONTROL

Article 7-1 DEFINITIONS

1. "Animal" means any species of mammals which is susceptible to rabies, except man. Fowl, including but not limited to any species of bird or fowl, are included in the definition of "animal".
2. "At large" means off the premises of owner and not under the immediate control of owner or other person physically capable of restraining the animal.
3. "Department" means the State Department of Health Services.
4. "Enforcement agent" means the Chief of Police.
5. "Impound" means 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.
6. "Kennel" means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors, or maintains five or more dogs.
7. "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.
8. "Owner" or "responsible party" means any person keeping an animal other than livestock for more than six consecutive days.
9. "Pound" means 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 official duties.
- 9.a. "Rabies Vaccination Certificate" means 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.
10. "Rabies quarantine area" means 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.
11. "Stray dog" means any dog four months of age or older running at large that is not wearing a valid license tag.
12. "Vaccination" means the administration of an anti-rabies vaccine to animals by a veterinarian, or in authorized pounds by employees trained by a veterinarian.
13. "Veterinarian", unless otherwise indicated, means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.
14. "Veterinary hospital" means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals 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.
15. "Vicious animal" means any animal of the order carnivore that has a propensity to attack human beings without provocation, and has been so declared after a hearing before a justice of the peace or a Town Magistrate.

Article 7-2 UNLAWFUL ACTS

- ~~7-2-1 Cruelty~~
- ~~7-2-2 Dangerous Animals~~
- ~~7-2-3 Animal Noises~~
- ~~7-2-4 Strays~~
- ~~7-2-5 Diseased Animals~~
- ~~7-2-6 Feeding Wild Coyotes~~
- ~~7-2-7 Control of Animals~~
- 7-2-8 Unlawful Keeping of Dogs
- ~~7-2-9 Destruction of Property~~
- 7-2-10 Dogs Not Permitted at Large
- 7-2-11 Unlawful Interference with Enforcement Agent
- ~~7-2-12 Removal of Feces~~

~~7-2-13 Fowl Not Permitted at Large~~

~~Section 7-2-1 Cruelty~~

~~It is unlawful for any person to treat any animal cruelly. It is unlawful to beat, underfeed, overload, or abandon any animal.~~

~~Section 7-2-2 Dangerous Animals~~

~~It is unlawful to exhibit or parade animals which are ferae nature.~~

~~Section 7-2-3 Animal Noises~~

~~A. It is unlawful and a public nuisance to own, harbor or keep any animal which disturbs the peace, comfort or repose of others, or makes disturbing noises, including but not limited to, frequent, loud, habitual or repeated howling, barking, whining or other utterances, which cause unreasonable annoyance, disturbance or discomfort to others or neighbors in proximity to the premises where the animal is owned, kept or harbored.~~

~~B. A criminal violation of this section shall not be established except upon the testimony of not less than three (3) competent witnesses as to the facts constituting the violation.~~

~~Section 7-2-4 Strays~~

~~It is unlawful to permit cattle, horses, mules, swine, sheep, goats, or other livestock, or poultry to run at large; any such animal running at large in the Town shall be impounded. It is unlawful to picket or tie any animal in the right-of-ways of the Town for the purpose of grazing or feeding.~~

~~Section 7-2-5 Diseased Animals~~

~~It is unlawful to allow any domestic animal afflicted with a contagious or infectious disease to be exposed in any public place. The enforcement agent shall arrange disposition of any diseased animal and such treatment of affected premises so as to prevent the communication and spread of the contagion or infection, except in cases where the State Health Officer or State Veterinarian is empowered to act.~~

~~Section 7-2-6 Feeding Wild Coyotes~~

~~It is unlawful to feed wild coyotes.~~

~~Section 7-2-7 Control of Animals~~

~~It is unlawful for the owner of an animal which has bitten a person, or which is dangerous or vicious, to allow the animal off the premises of the owner.~~

~~Section 7-2-8 Unlawful Keeping of Dogs~~

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

~~Section 7-2-9 Destruction of Property~~

~~It is unlawful for the owner of an animal to allow the animal to destroy or impair any property belonging to someone other than the owner. The enforcement agent or his delegate is authorized to determine, upon the complaint of any person, whether the owner of an animal is in violation of this section and upon making a determination the enforcement agent or his delegate must proceed as provided in Section 7-4-1.~~

~~Section 7-2-10 Dogs Not Permitted at Large~~

~~It is unlawful to allow a dog to run at large on public streets, in public parks, on school property, on public property, on private property other than the property of its owner, or on any combination of property. A dog is not at large if:~~

A. It is restrained by a leash, chain, rope or cord of not more than six feet in length and of sufficient strength to control the dog.

B. It is used for control of livestock, or while being used or trained for hunting, or being exhibited at or trained for, a kennel club event or while engaged in races approved by the Arizona Racing Commission.

C. It is actively engaged in dog obedience training, accompanied by and under the control of an owner or trainer, provided that the person training the dog has in possession a dog leash of not more than six feet in length and of sufficient strength to control the dog, and further, that the dog is actually enrolled in or has graduated from a dog obedience training school; the person accompanying the dog must show any peace officer documentary evidence of attendance or training.

D. It is within a suitable enclosure which confines the dog.

Section 7-2-11 Unlawful Interference with Enforcement Agent

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

~~**Section 7-2-12 Removal of Feces**~~

~~It is unlawful for any person to fail to provide for the sanitary removal of feces defecated by a dog or cat owned or controlled by that person.~~

~~**Section 7-2-13 Fowl Not Permitted at Large**~~

~~It is unlawful to allow fowl to be at large in the Town.~~

Article 7-3 LICENSE AND VACCINATION

7-3-1 License Fees for Dogs; Issuance of Dog Tags; Records; Penalties; Classification

7-3-2 Anti-rabies Vaccination; Vaccination and License Stations

Section 7-3-1 License Fees for Dogs; Issuance of Dog Tags; Records; Penalties; Classification

A. Each dog four months of age or over that is kept, harbored or maintained within the boundaries of the Town for at least thirty consecutive days of each calendar year must be licensed by the county, pursuant to A.R.S. 24-367. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. The fee shall be the amount set by resolution. A penalty not to exceed four dollars shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this ordinance. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession less than thirty consecutive days.

B. Durable dog tags shall be provided. Each dog licensed under the terms of this ordinance shall receive, at the time of licensing, a tag on which shall be inscribed the name of the county, the number of the license, and the date on which it expires. The tag must be attached to a collar or harness which must be worn by the dog at all times, except dogs used for control of livestock, or while being exhibited at or trained for a kennel club event, or dogs while engaged in races approved by the Arizona Racing Commission. 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. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of a fee.

C. The County Board of Supervisors may set license fees that are lower for dogs permanently incapable of procreation. An applicant for a license for a dog claimed to be incapable of procreation shall furnish adequate proof satisfactory to the county enforcement agent that such a dog has been surgically altered to be permanently incapable of procreation.

D. Any person who fails within fifteen days after written notification from the enforcement agent to obtain a license for a dog required to be licensed, or counterfeits or attempts to counterfeit an official dog tag, or remove such tag from any dog for the purpose of willful and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog is guilty of a Class 2 misdemeanor.

Section 7-3-2 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 ordinance and the regulations promulgated hereunder.

B. The county enforcement agent shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

Article 7-4 POUND

7-4-1 Impounding

7-4-2 Impounding and Disposing of Animals; Reclaiming Impounded Animals; Pound Fees

~~7-4-3 Dangerous and Fierce Animals~~

7-4-4 Stray Dogs

7-4-5 Proper Care, Maintenance and Destruction of Impounded Animals

7-4-6 Removing Impounded Animals

Section 7-4-1 Impounding

The enforcement agent or his delegate is authorized to determine whether an animal is in violation of this Chapter; if the animal is in violation of the provisions of this chapter, the enforcement agent or his delegate must cause the animal to be impounded in a suitable place, including either the Maricopa County Dog Pound by arrangement with the County, or a private veterinary hospital by arrangement with the veterinarian, at the expense of the owner of the animal. The period of the impoundment for the first offense shall be five days and for each succeeding offense an additional five days. The owner, if known, must be notified of such impoundment.

Section 7-4-2 Impounding and Disposing of Animals; Reclaiming Impounded Animals; Pound Fees

A. All animals impounded shall be given proper care and maintenance. Each animal impounded shall be kept and maintained at the pound for a minimum of seventy-two hours unless claimed by its owner. If an animal is not claimed within the impoundment period, the enforcement agent shall take possession and may place the animal for sale or may dispose of the animal in a humane manner. Any person may purchase such an animal upon expiration of the impoundment period, provided such person pays all pound fees and complies with the licensing and vaccinating provisions of this ordinance. If such animal is to be used for medical research, no license or vaccination shall be required. The enforcement agent may destroy impounded sick or injured animals whenever such destruction is necessary to prevent such animal from suffering or to prevent the spread of disease.

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

~~Section 7-4-3 Dangerous and Fierce Animals~~

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

Section 7-4-4 Stray Dogs

Any stray dog shall be impounded.

Section 7-4-5 Proper Care, Maintenance and Destruction of Impounded Animals

- A. All impounded animals shall be given proper and humane care and maintenance.
- B. Any dog or cat, destroyed while impounded in a county, city or Town pound, shall be destroyed only by the use of one of the following:
 - (1) Sodium pentobarbital or a derivative of sodium pentobarbital,
 - (2) T-61 Euthanasia solution or its generic equivalent.
- C. If an animal is destroyed it shall be done by a licensed veterinarian or in accordance with procedures established by the state veterinarian pursuant to Section 24-153 of Arizona Revised Statutes.

Section 7-4-6 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 ordinance.

Article 7-5 RABIES CONTROL

7-5-1 Handling of Biting Animals; Responsibility for Reporting Animal Bites; Authority to Destroy Animals

Section 7-5-1 Handling of Biting Animals; Responsibility for Reporting Animal Bites; Authority to Destroy Animals

- A. An unlicensed or unvaccinated dog or a cat that bites any person must 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 ordinance, that bites any person may be confined and quarantined 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 must be confined and quarantined in a pound or, upon the request of and at the expense of the owner, at a veterinary hospital for a period of not less than fourteen days, provided that livestock shall be confined and quarantined for the fourteen-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 that bites any person may be killed and submitted to the enforcement agent or his deputies for transmission to an appropriate diagnostic laboratory.~~
- D. Whenever an animal bites any person, the incident must 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 section prior to the termination of the minimum confinement period for laboratory examination for rabies if:
 - 1. Such animal shows clear clinical signs of rabies, or

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 owners shall be deemed unowned.

~~G. The enforcement agent shall destroy a vicious animal upon an order of a Justice of the Peace or a Town Magistrate. A Justice of the Peace or Town Magistrate may issue such an order after notice to the owner, if any, and a hearing.~~

Article 7-6 ENFORCEMENT AGENT

7-6-1 Powers and Duties of Enforcement Agent

7-6-2 Dogs at Large; Enter Private Property

Section 7-6-1 Powers and Duties of Enforcement Agent

A. The enforcement agent shall:

1. Enforce the provisions of this ordinance.
2. Issue citations for the violation of the provisions of this ordinance. The procedure for the issuance of notices to appear shall be as provided for peace officers in Arizona Revised Statutes 13-3903, except that the enforcement agent shall not make an arrest before issuing the notice. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. 13-3899.
3. Be responsible for declaring a rabies quarantine area within 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 said area. Any regulations restricting or involving movements of livestock within said area shall be subject to approval by the state veterinarian.

B. The enforcement agent may designate deputies.

Section 7-6-2 Dogs at Large; Enter Private Property

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

A. The agent has the right to enter upon private property when necessary to apprehend any dog that has been running at large. Entrance upon private property shall be in reasonable pursuit of the dog and shall not include entry into a domicile unless invited by the occupant.

B. An 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 Section 13-3903, A.R.S. 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 provisions of Section 13-3899, A.R.S.

Article 7-7 KENNELS, LIABILITY, DANGEROUS ANIMALS, CLASSIFICATION

7-7-1 Kennel Permit; Fee; Violation; Classification

7-7-2 Dogs; Liability

~~7-7-3 Killing Dangerous Animals~~

~~7-7-4 Repealed~~

Section 7-7-1 Kennel Permit; Fee; Violation; Classification

A. A person operating a kennel must obtain a permit issued by the Board of Supervisors of Maricopa County unless each individual dog is licensed.

B. The annual fee for the kennel permit shall be set by resolution.

C. A dog remaining within the kennel is not required to be licensed individually. A dog leaving the controlled kennel conditions shall be licensed except if the dog is only being transported to another kennel which has a permit issued by the Board of Supervisors of Maricopa County.

D. A person who fails to obtain a kennel permit under this section is subject to a penalty of twenty-five dollars in addition to the annual fee.

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

Section 7-7-2 Dogs; Liability

The owner of a dog is responsible for all injuries to persons or property, or both, caused by the dog at large.

Section 7-7-3 Killing Dangerous Animals

~~The members of the police department are authorized to kill any dangerous animal when it is necessary for the protection of any person or property.~~

Article 7-8 VIOLATIONS, NUISANCE AND ENFORCEMENT

~~A. Violations of this chapter are in addition to any other violation enumerated within the Town Codes and ordinances and state law and in no way limits the civil or criminal penalties, actions or abatement procedures which may be taken by the Town for any violation of this chapter.~~

~~B. Violations of this chapter may be prosecuted by citation for civil sanctions, with a maximum sanction not to exceed two hundred fifty dollars (\$250.00), or by criminal complaint punishable in accordance with the general penalties of § 1-9-2 of this Code.~~

~~C. A violation of this chapter is also declared to be a public nuisance which may be abated as provided in Article 8-5 of this Code or in any other manner authorized by law.~~

~~D. In addition to any other sanction or penalty authorized by law or ordinance for civil or criminal prosecution of violations herein the court may issue an order which includes but is not limited to any of the sanctions and remedies in Subsection E of this section to the extent authorized by law, in addition to issuing an order permitting the Town to abate the condition giving rise to the violation, with the reasonable costs of any such abatement the responsibility of the person found responsible or guilty of the violation.~~

~~E. As a part of any order issued pursuant to this chapter, a court, or officer pursuant to Article 8-5 of this Code, shall have the authority to order the following remedies to the extent such order is within powers authorized by law:~~

- ~~1. Obedience training for the animal (s) in question;~~
- ~~2. Muzzling of an animal while on or off the property of the owner;~~
- ~~3. Confinement of an animal indoors;~~
- ~~4. Confinement of an animal in a secure enclosure;~~
- ~~5. Reduction of the number of animals kept at any one location;~~

- ~~6. Removal of an animal from the custody of the animal's owner or custodian in cases of neglect or cruelty;~~
- ~~7. Sterilization of an animal;~~
- ~~8. Ban on keeping other animals in the Town;~~
- ~~9. Placement of warning sign(s) in prominent place(s) on premises where an animal is kept, as directed in the order, easily readable by the public;~~
- ~~10. Acquisition of liability insurance to protect against damage to persons or property;~~
- ~~11. Destruction of an animal;~~
- ~~12. Spaying, neutering, defanging, declawing, testing or quarantine of an animal;~~
- ~~13. Mediation or arbitration with the expenses borne as specified in the order;~~
- ~~14. Any other measure or sanction designed to eliminate a violation, prevent future violations or protect the health and safety of the public.~~

~~F. A civil citation issued hereunder will be substantially in the same form as the Arizona traffic citation form currently in use, processed in accordance with the Arizona rules of court for civil traffic violation cases.~~

