

**TOWN OF CAREFREE, ARIZONA  
RESOLUTION 2020-03**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE  
TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA,  
ADOPTING AND APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR  
ANIMAL CONTROL SERVICES**

**WHEREAS**, the Town Council of the Town of Carefree, Maricopa County, Arizona previously entered into an Intergovernmental Contract ("IGA") with Maricopa County, Animal Care and Control for animal control services on September 17, 2019; and

**WHEREAS**, the terms of the IGA allows for provide for amendment of the terms and provides for renewal of the Agreement; and

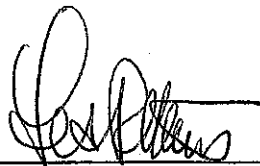
**WHEREAS**, the Agreement for Animal Control Services, attached hereto as Exhibit "A" renews the terms of the Agreement for a one (1) year terms, effective July 1, 2020 through June 30, 2021 of the IGA provide for annual amendment to the service costs; and

**WHEREAS**, the Agreement amends those services, including the response time and priority during Limited Operation Hours pursuant to Appendix B of the First Amendment to Agreement for Animal Control Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the Town of Carefree, Maricopa County, Arizona, as follows:

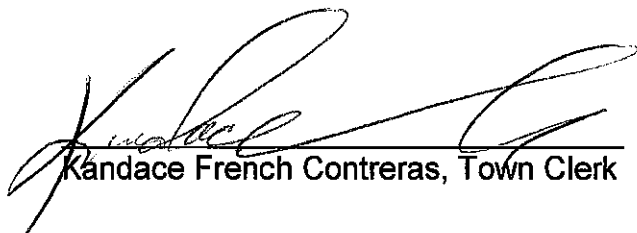
**APPROVING** and adopting the First Amendment to Agreement for Animal Control Services.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Carefree, Arizona, this 5<sup>th</sup> day of May, 2020.



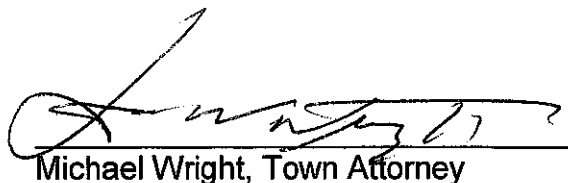
\_\_\_\_\_  
Les Peterson, Mayor

ATTEST:



\_\_\_\_\_  
Kandace French Contreras, Town Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael Wright, Town Attorney

# **EXHIBIT "A"**

## **FIRST AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL SERVICES**

C-79-20-019-3-01  
**FIRST AMENDMENT TO AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL SERVICES ("First Amendment") is entered into by and between the **Town of Carefree** ("TOWN") and **Maricopa County**, administered through Animal Care and Control ("COUNTY"). The COUNTY and TOWN 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, 2024 ("Agreement").
- II. The Parties now desire to amend the Agreement upon the terms and conditions contained in this First Amendment.

**FIRST 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 TOWN'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 TOWN 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 TOWN 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 from July 1, 2019 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 First 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 First Amendment on this 15<sup>th</sup> day of June, 2020

**Maricopa County  
Board of Supervisors**

**Town of Cave Creek**

By: 

Chairman of the Board

BY: 

Mayor

Attest: 

Clerk of the Board 061020

Attest: 

Town 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 Town

**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	\$2,750
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## **APPENDIX B**

### **SERVICES**

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

#### **Chapter 5, Article 5-1 Animal Rules and Regulations**

5-1-3(A)	Dog at Large
A.R.S. §11-1008E	Failure to License
A.R.S. §11-1029	Vicious

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