CITY COUNCIL REPORT

Meeting Date: ***July 1, 2020***
General Plan Element: ***Neighborhoods***
General Plan Goal: ***Enhance and protect neighborhoods***

ACTION

Intergovernmental Agreement with Maricopa County. Adopt Resolution No. 11855, authorizing Intergovernmental Agreement No. 2020-110-COS between the City of Scottsdale and Maricopa County for the provision of Animal Care and Control Services.

BACKGROUND

Since 1977, Maricopa County ("County") has provided animal care and control services to the City of Scottsdale ("City") as well as most other County communities. Today, the County maintains facilities, equipment, and trained personnel for the maintenance, control and impoundment and/or destruction of unclaimed or vicious animals, vaccination, licensing of dogs, and rabies control. Services regularly provided to the City coming from this (based on the most recent and past Agreements between the County and City) include responding to stray dog complaints, animal bite investigations, warnings and citations for leash law violations, impoundment and sheltering of animals allowed by law, enforcement of violations of state and city animal control codes and ordinances, plus guidance to City services working to handle, resolve and/or mitigate community animal care, control, and nuisance issues. The City presently does not maintain the facilities, equipment, and trained personnel necessary to complete this mission independent of the County. As a result, contracting with the County has and remains the most efficient means available to the City for the delivery of these services to Scottsdale residents.

The current Agreement (2012-030-COS) expires on June 30, 2020. The proposed new Intergovernmental Agreement is for an initial one-year period starting on July 1, 2020 but it may be renewed annually. The Agreement also includes costs for animal control services for the McDowell Sonoran Preserve area.

ANALYSIS & ASSESSMENT

City staff have reviewed the proposed Intergovernmental Agreement and believe that it is the most cost-effective method to provide animal control services within the City of Scottsdale.

The proposed Agreement covers fiscal year 2020/21 and provides for an expiration date of June 30, 2021 with the possibility of renewing the Agreement. It also covers the cost of additional services for the McDowell Sonoran Preserve area consisting of six (6) additional patrol shifts beginning in October 2020 and six (6) additional patrol shifts beginning in March 2021 at a total cost of $9,888. The annual cost is set at $183,134 for the upcoming fiscal year when taking in the cost of the additional service provided to the Preserve. All other terms and conditions of the Agreement are similar to the current Agreement and should result in no adverse impacts to service delivery to Scottsdale residents. The County will be held accountable to these terms and conditions based on performance standards set forth in the Agreement.

RESOURCE IMPACTS

Available Funding/Future Budget Implications

The cost of the Amended Agreement was planned for and included in the FY 2020/21 adopted budget supported by the General Fund within Community Services and Public Safety (Police Department) and provides for a flat fee of $183,134 for the current fiscal year once the new Agreement goes into effect.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 11855, authorizing Intergovernmental Agreement No. 2020-110-COS between the City of Scottsdale and Maricopa County for the provision of Animal Care and Control Services.

Description of Option B

Do not adopt Resolution No. 11855 thereby rejecting Intergovernmental Agreement No. 2020-110-COS, and direct City staff to develop an alternate solution to provide for Animal Care and Control Services.

RESPONSIBLE DEPARTMENT(S)

Police Department, Community Services

STAFF CONTACT(S)

Michael Keran, Police Operational Support Director, mkeran@scottsdaleaz.gov

APPROVED BY

Luis Santaella for (signed on behalf w/permission) — 6/9/2020

Alan G. Rodbell, Chief of Police — Date

(480) 312-1900 arodbell@scottsdaleaz.gov

Luis Santaella for (signed on behalf w/permission) — 6/9/2020

Judy Doyle, Budget Director — Date

(480) 312-2603 jdoyle@scottsdaleaz.gov

William B. Murphy — 6/11/2020

William B. Murphy, Assistant City Manager — Date

(480) 312-7954 bmurphy@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No.11855
2. Intergovernmental Agreement No. 2020-110-COS

RESOLUTION NO. 11855

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING INTERGOVERNMENTAL AGREEMENT NUMBER 2020–110-COS WITH MARICOPA COUNTY FOR THE PROVISION OF ANIMAL CARE AND CONTROL SERVICES

WHEREAS, Maricopa County ("the County") is authorized to enter into intergovernmental agreements with cities and towns for the provision of animal control services that include the enforcement of city animal control ordinances and applicable state laws; and

WHEREAS, the County has provided the City of Scottsdale with animal control services, through an intergovernmental agreement, for many years and the current intergovernmental agreement expires on June 30, 2020; and

WHEREAS, the City of Scottsdale is satisfied with the animal care and control services the County has been providing to the City and its citizens, and the County offers municipalities a cost-effective means of providing this service and the City wishes to extend the Agreement for another year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Intergovernmental Agreement No. 2020–110-COS, between the City and Maricopa County for the provision of animal control and care services at the cost of $183,134 for fiscal year 2020/2021.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 1st day of July 2020.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

W.J. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

APPROVED AS TO FORM:

Sherry R. Scott
City Attorney
By: Luis E. Santaella
Deputy City Attorney

INTERGOVERNMENTAL AGREEMENT

JULY 1, 2020 THROUGH JUNE 30, 2021

AGREEMENT FOR ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County

And

The City of Scottsdale

Attachment #2

AGREEMENT FOR ANIMAL CONTROL SERVICES

This Intergovernmental Agreement, ("Agreement"), is entered into by and between Maricopa County, administered through its Maricopa County Animal Care and Control Department ("Department"), (collectively, "COUNTY") and the City of Scottsdale, ("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 and 11-1007.

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

The CITY is in need of animal control services and desires to enter into this Agreement with the COUNTY to appoint the COUNTY as the statutory Enforcement Agent for the CITY in order to administer Basic Animal Control Services.

The CITY and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to Basic Animal Control 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:

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 At-Large: A dog that is not contained by an enclosure or physically restrained by a leash.

Animal Control Ordinance: City of Scottsdale Code, Chapter 4, Article III – Animal Control, attached hereto as Appendix E.

Basic Animal Control Services: Includes the following services performed within the response periods prescribed in Appendix B:

a. control or impound of Animals (dogs) At-Large;
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 in Appendix D.

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.

Limited Operation Hours: Refers to the hours of 5 p.m. to 10 p.m. seven (7) days a week except County Observed Holidays. Restricted access available to police and fire needing assistance with Priority 1 and 2 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.

Normal Hours of Operation: Refers to the hours of 8 a.m. to 5 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. May include lower level calls for service that require immediate attention based on the situation.

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. The location of the dog and dog owner is known and a violation witnessed and reported for investigation of leash law.

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.

Third Party: A person or group, not under contract with the County or other municipality, that receives, traps, picks up, and/or confines for any period of time, Animals from another. For example, veterinarians and citizen groups who receive Animals from others are Third Parties under this Agreement. Businesses contracted by government jurisdictions to provide animal control services are not Third Parties under this Agreement.

2. Term:

The term of this Agreement is from July 1, 2020 through June 30, 2021 ("Initial Term"). This Agreement is effective upon full execution of the Parties.

3. Renewal:

An agreement or contract may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.

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 authorized signers for Parties.

5. Termination:

Either party may, with or without cause, terminate this Agreement by giving the other Party sixty (60) 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 sixty (60) 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 the CITY, this Contract shall be terminated as of the date of delinquency and the COUNTY obligations hereunder shall immediately cease.

9. County Reporting Obligations:

The COUNTY shall provide the CITY with quarterly routine statistical and/or management reports which provide 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 as the CITY's Enforcement Agent. 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 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 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. The COUNTY will submit an invoice quarterly for Services to be provided. The CITY will submit payment to COUNTY within thirty (30) days of receiving a correct invoice. For the initial term of this Agreement, the CITY agrees to pay the COUNTY $183,134. 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, 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, and acts of war, epidemics, and 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 27th Avenue
Phoenix, AZ 85009

City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

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 laws 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 persons 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 of the Board

Attest:

_____
Clerk of the Board

CITY OF SCOTTSDALE

By:

_____
W.J. "Jim" Lane, Mayor

Attest:

_____
Carolyn Jagger, City Clerk

In accordance with A.R.S. §§ 11-201, 11-251, and 11-952, undersigned counsel has reviewed the foregoing Agreement and have determined that said Agreement is 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:

_____
Sherry R. Scott, City Attorney
By: Luis Santaella, Deputy City Attorney

APPENDIX A

COMPENSATION SCHEDULE FOR ANIMAL CONTROL SERVICES

1. COUNTY Service Level: Basic
2. Service Cost for Initial Term: $183,134

APPENDIX B

SERVICES

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

2. The CITY has also requested additional services for the Scottsdale McDowell Sonoran Preserve area, consisting of six (6) additional patrol shifts beginning in October 2020 and six (6) additional patrol shifts beginning in March 2021.

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

4. Response Times: The COUNTY will respond during Normal Hours of Operation. 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

**See Appendix C for call for service types by priority.

5. Response Time during Limited Operations Hours: The COUNTY will only act on Priority 1 and 2 calls for service during Limited Operation Hours 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.

6. 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.

7. Law enforcement agencies needing assistance in accordance with this IGA can call the COUNTY 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.

8. While the COUNTY is closed for business on all COUNTY Observed Holidays, the COUNTY reserves the right to provide limited response times from 8am to 10pm on County Observed Holidays.

9. The COUNTY shall provide lost and found service 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 during the holiday coverage prescribed in Paragraph 7.

10. The COUNTY shall provide call center services during Normal Hours of Operation 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 during the holidays prescribed in Paragraph 7.

11. The COUNTY at its discretion may deny the pickup of dogs from Third Parties.

APPENDIX C

PRIORITY CLASSIFICATIONS

Priority 1 1 hour or less	Priority 2 2 hours	Priority 3 48 hours	Priority 4 72 hours	Priority O - Other 24 hours or by appointment		
Officer needs assistance: police/fire/animal control officer. Officer on scene aggressive animal	Menacing animal at large imminent safety hazard.	On duty municipal employees, not LEO	Area check no aggression.	Vicious animal petition	Maricopa County Constables or Public Fiduciary	
Animal bite running at large / imminent safety hazard within last hour.	Animal in trap	Trap check/Trap Pick up	Leash Law	Court appearance or delivery	Kennel permit inspections.	
Animal at large on school grounds. (school in session) does not include colleges	Sick or injured stray	Confined stray dog at business or home.		Animal bite investigations follow up second sequence.	Canvassing	
Attack which has taken place in the last hour, dog still at large and possess immediate threat.	Officer needs assistance: police/fire/animal control officer. Officer not on scene non aggressive animal	Attack older than 3 hours.		Barking dog	Public Information Booth	
	Attack within the last 3 hours dog still at large.	Dog confined on school grounds.		Kennel Permit		
	Animal bite investigation(not at large)	Will show		Admin duties		

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

- Officers work every day of the year. Enforcement services operate every day of the year. Reduced service is noted on the holidays listed above. The call center is closed to the public. The dispatch police back line is open to law enforcement every day of the year. Field officer response is limited to priority 1 calls on the major holidays listed.

APPENDIX E

City of Scottsdale

ARTICLE III. - ANIMAL CONTROL[2]

Footnotes:

--- (2) ---

State Law reference— Dog control generally, A.R.S. § 24-361 et seq.; local dog control ordinances, A.R.S. § 24-376.

Sec. 4-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any animal of a species that is susceptible to rabies, except man.

At large means on or off the premises of the owner and not under the control of the owner, or other persons acting for the owner. Any dog in a suitable enclosure which actually confines the dog shall not be considered to be running at large.

Collar means a band, chain, harness, or suitable device worn around the neck of a dog to which a license may be affixed.

Department means the state department of health services.

Dog means a member of the *canis familiaris* family.

Enforcement agent means that person in the county who is responsible for the enforcement of this article and the regulations promulgated hereunder.

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.

Kennel means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five (5) or more dogs under controlled conditions.

Livestock means neat animals, horses, sheep, goats, swine, mules, and asses.

Owner means any person owning, keeping, possessing, harboring, or maintaining an animal other than livestock for more than six (6) consecutive days.

Pound means any establishment authorized by the enforcement agent for the confinement, maintenance, safekeeping, and control of dogs and other animals which come into custody of the enforcement agent in the performance of his official duties.

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.

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.

Stray dog means any dog three (3) months of age or older running at large that is not wearing a valid license tag.

Vaccination means the administration of an anti-rabies vaccine to animals by a veterinarian, or in authorized pounds by employees trained by a veterinarian.

Veterinarian means any veterinarian licensed to practice in this state or any veterinarian employed in this state by a governmental agency.

Veterinary hospital means 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 any integral part of it, pens, stalls, cages, or kennels for quarantine, observation, or boarding.

Vicious animal means 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.

(Code 1972, § 4-101; Ord. No. 1826, § 1, 9-16-85; Ord. No. 1968, 7-20-87; Ord. No. 3535, § 1, 11-17-03)

State Law reference— Similar provisions, A.R.S. § 11-1001.

Sec. 4-32. - Powers and duties of the enforcement agent.

(a) The enforcement agent shall:

(1) Enforce the provisions of this article and the regulations promulgated hereunder.

(2) Issue citations for the violation of the provisions of this article and the regulations promulgated hereunder. The procedure for the issuance of notices to appear shall be as provided for peace officers in Arizona Revised Statutes section 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 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 Arizona Revised Statutes section 13-3899.

(c) The enforcement agent may designate deputies.

(Code 1972, § 1-104; Ord. No. 1826, § 1, 9-16-85)

State Law reference— County enforcement agents, A.R.S. § 24-366.

Sec. 4-33. - Interference with enforcement agent.

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

(Code 1972, § 4-111(A); Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-373.

Sec. 4-34. - Keeping of dogs generally.

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

(Code 1972, § 4-111; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-375.

Sec. 4-35. - Dog license; tags; records.

(a) The county board of supervisors shall set an annual license fee which shall be paid for each dog three (3) months of age or over that is kept, harbored or maintained within the boundaries of the county for at least thirty (30) consecutive days of each calendar year. License fees shall become payable at the discretion of the county board of supervisors. The licensing period shall not exceed the period of time for revaccination as designated by the state veterinarian. License fees shall be paid within ninety (90) days to the county treasurer or his authorized representative.

(b) Durable dog tags shall be provided by the county board of supervisors. Each dog licensed under the terms of this article receive, at the time of licensing, such 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 shall be attached to a collar or harness which shall be worn by the dog at all times while running at large, except as otherwise provided in this article. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of fee established by the county board of supervisors to the county treasurer or his authorized representative.

(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 (15) days after written notification from the county enforcement agent to obtain a license for a dog required to be licensed, counterfeits or attempts to counterfeit an official dog tag, or removes such tag from any dog for the purpose of wilful 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.

(Code 1972, § 4-105; Ord. No. 1826, § 1, 9-16-85; Ord. No. 1859, § 1, 12-16-85; Ord. No. 1901, § 1, 10-6-86; Ord. No. 2315, § 1, 10-1-90; Ord. No. 3535, § 1, 11-17-03)

State Law reference— Licensing of dogs, A.R.S. § 11-1008.

Sec. 4-36. - Kennels.

(a) A person operating a kennel shall obtain a permit issued by the board of supervisors of the county except if each individual dog is licensed.

(b) The annual fee for the kennel permit is seventy-five dollars ($75.00).

(c) A dog remaining within the kennel is not required to be licensed individually under Arizona Revised Statutes section 24-367. A dog leaving the controlled kennel conditions shall be licensed under Arizona Revised Statutes section 24-367 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 twenty-five dollars ($25.00) in addition to the annual fee.

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

(Code 1972, § 4-105; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-367.01.

Sec. 4-37. - Vaccination of dogs.

(a) Before a license is issued for any dog, the owner shall 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 and date revaccination is due. A duplicate of each rabies vaccination certification 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 any regulations promulgated hereunder.

(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 that 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.

(Code 1972, § 4-106; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-368.

Sec. 4-38. - Rabies control fund.

(a) The enforcement agent or his authorized representative shall place the monies collected by him 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 hereunder.

(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.

(Code 1972, § 4-107; Ord. No. 1826, § 1, 9-16-85)

State Law reference— County rabies control fund, A.R.S. § 24-369.

Sec. 4-39. - Dogs not permitted at large; wearing licenses; penalties.

(a) Leash as used in this article means a chain, rope or strap, made of leather, fabric or other material, that is: (i) not more than six (6) feet in length; (ii) capable of being fastened to a collar or harness of a dog and used to lead, restrain and control the dog; and (iii) of sufficient strength for those purposes. Except as otherwise expressly provided in this article, dogs that are upon public streets, public parks or public property and that are not in compliance with this section, shall be considered at large.

(b) All dogs over the age of three (3) months, except as expressly provided in this article, shall wear a collar or harness to which is attached a valid license tag, at all times when the dog is off the premises

of its owner. Dogs used for control of livestock or while being used or trained for hunting or 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) No dog shall be permitted at large. Each dog shall be confined within an enclosure on the owner's property, secured so that the dog is confined entirely to the owner's property, or on a leash not to exceed six (6) feet in length and directly under the owner's physical control when not on the owner's property.

(d) Any dog over the age of three (3) months on or off the premises of owner and not under physical control of the owner or persons acting for the owner, or any dog not in a suitable enclosure which actually confines the dog, shall wear a collar or harness to which is attached a valid license tag. Any dog over the age of three months on the premises of the owner and either confined or under the physical control of the owner or persons acting for the owner need not wear a collar or harness with a valid license attached provided that they are properly vaccinated, licensed and in compliance with all sections of this ordinance. Dogs used for control of livestock or while being used or trained for hunting or 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.

(e) If any dog is at large on the public streets or public property, then said dog's owner or persons acting for the owner is in violation of this ordinance.

(f) If any dog is at large on the public parks or school property, then said dog's owner or persons acting for the owner is in violation of this ordinance.

(g) If any female dog during her breeding or mating season or any vicious dog is at large, then said dog's owner or persons acting for the owner is in violation of this ordinance.

(h) In a rabies quarantine area, no dog shall be at large.

(i) Any owner or persons acting for the owner who allows a dog to run at large as defined above shall be considered in violation of this ordinance unless one of the following four exceptions applies:

(1) A dog is not at large if said dog is restrained by a leash of not more than six (6) feet in length and of sufficient strength to control action of said dog.

(2) If said dog is used for control of livestock or 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 said dog is actively engaged in a dog obedience training class and accompanied by and under the control of his owner or persons acting for the owner or trainer as specified in section (j) below.

(4) If said dog, whether on or off the premises of the owner or persons acting for the owner, is controlled as provided in regulation (f)(1) of this ordinance, or is within a suitable enclosure which actually confines the dog.

(j) The owner or persons acting for the owner of a dog is responsible for the acts and conduct of the dog at all times when the dog is in a public park. All dogs three (3) months of age or older in or upon the premises of a public park must be currently licensed and shall wear a collar and durable valid license tag as provided by this ordinance.

(k) The owner or persons acting for the owner of a dog must restrain and control the dog at all times when in a public park by securing the dog with a leash of not more than six (6) feet, except when the dog is in an enclosed area within the park, which has been designated by a municipality as a dog exercise area.

(l) At all times when a dog is off leash in a designated dog exercise area as provided in above, the dog must be accompanied by and under the control of the owner or persons acting for the owner. Additionally, the owner or persons acting for the owner must at all such times, have a leash of not more than six (6) feet in length in his or her possession.

(m) At all times when a dog is off leash and participating in a dog show, exhibition or obedience class as provided in section (f) above:

(1) The dog must be accompanied by and under the control of its owner or persons acting for the owner or trainer or handler, who must at all times have a leash in his or her possession; and

(2) The owner or persons acting for the owner, trainer, handler or authorized representative of a club or organization to whom a permit has been issued, shall have the permit on their person at all times and shall present the permit for inspection upon request, to any police officer, authorized member of the public parks staff or the enforcement agent.

(n) Any dog at large shall be apprehended and impounded by the enforcement agent.

(1) Said 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 or enclosure which confines a dog unless it be at the invitation of the occupant.

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

(3) A violation of this section is a class 3 misdemeanor.

(4) 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 slain.

(Code 1972, § 4-108; Ord. No. 1826, § 1, 9-16-85; Ord. No. 3190, § 3, 4-19-99; Ord. No. 3535, § 1, 11-17-03)

State Law reference— Dogs at large, A.R.S. § 11-1012.

Sec. 4-40. - Biting animals and animal bites.

(a) An unlicensed or unvaccinated dog or any 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 (7) days. A dog properly licensed and vaccinated pursuant to this article 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 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 fourteen (14) 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 which 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 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 section prior to the termination of the minimum confinement period for laboratory examination for rabies if:

(1) Such animal shows clear clinical signs or 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.

(Code 1972, § 4-110; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-372.

Sec. 4-41. - Impoundment—Generally.

(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 seventy-two (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 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 furnished 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 a dog or cat shall pay all pound fees.

(Code 1972, § 4-109; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Impoundment of dogs, A.R.S. § 24-371.

Sec. 4-42. - Same—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 hereunder.

(Code 1972, § 4-112; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-374.

Sec. 4-43. - Same—Proper care, maintenance and destruction of impounded animals.

(a) Any animal impounded in a county, city or town pound 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 (1) of the following:

(1) Sodium pentobarbital or a derivative thereof 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 subsection (b), paragraph (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 Arizona Revised Statute, section 24-153.

(d) The governing body of any county, city or town 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.

(Code 1972, § 4-114; Ord. No. 1826, § 1, 9-16-85)

State Law reference— Similar provisions, A.R.S. § 24-381.