PINAL • COUNTY
wide open opportunity

GENERAL SERVICES CONTRACT
PINAL COUNTY NEW HOPE PROGRAM

This CONTRACT made and entered into by and between Pinal County, hereinafter referred to as "COUNTY" AND AZ CENTER FOR ANIMALS RESCUE AND EDUCATION (AZ CARE), a 501(c)3 corporation, 4390 E SANTA CLARA DR SAN TAN VALLEY AZ 85140, referred to hereinafter as "CONTRACTOR" . (or Individual Name, d.b.a. Rescue Name, Address, City, State Zip,

For and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

WITNESSETH

WHEREAS, COUNTY receives a surplus of unwanted animals every year many of which need to be euthanized after being held by the period prescribed by law in A.R.S. 11-1013: and

WHEREAS, COUNTY wishes to reduce the number of animals that are euthanized within its facility; and

WHEREAS, CONTRACTOR has the personnel, facilities and experience to maintain these animals until a home is found for each animal.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – TERM

This CONTRACT shall expire on January 18, 2018, unless terminated earlier as provided herein or further extended in accordance herewith.

ARTICLE II – ENTIRE CONTRACT

This document contains the entire CONTRACT between the parties and it may not be modified, amended, altered or extended except through a written amendment signed by the parties.

ARTICLE III – SCOPE

A. DUTIES OF COUNTY

1. COUNTY may in its sole discretion allow CONTRACTOR, under the Pinal County New Hope Program, to assume responsibility for animals outside of its adoption requirements, when these animals have been deemed unadoptable for medical conditions or age or have been available to the public for adoption for more than a reasonable amount of time, to be determined by Pinal County Animal Care & Control, and have not been adopted or cannot be kept by Pinal County any longer.

2. COUNTY shall provide a micro-chip for each animal rescued, at no cost to CONTRACTOR.

B. DUTIES OF CONTRACTOR

1. CONTRACTOR shall assume full and sole responsibility for the cost and maintenance of the animals received from Pinal County Animal Care and Control facilities, including but not limited to the following:

   - Rabies and all additional vaccinations. Proof of rabies vaccination must be furnished by CONTRACTOR within 30 days.
   - Sexual sterilization at the veterinary clinics of CONTRACTOR'S choice. Sexual sterilization of each animal shall be performed immediately upon gaining control of the animal and prior to its release to the final adopter. In the case of injured or ill animals or those in such an advanced state of pregnancy that prevents the immediate sterilization for medical reasons, sexual sterilization shall be performed as soon as medically possible. Animal Care & Control requires a letter from vet within 30 days if sterilization is not medically possible.
   - Appropriate veterinary care for any illness or injury: and
   - Euthanasia performed by or under the supervision of a licensed veterinarian when necessary to prevent suffering.
   - Provide behavioral modification training as deemed necessary by the COUNTY for animals with social behavior issues. The COUNTY reserves the right to deny the placement of an animal for any social behavior issue deemed by the COUNTY a threat to public health and safety.

2. CONTRACTOR shall report all bites to Pinal County Animal Care and Control and quarantine any animal at the request of the COUNTY in accordance with A.R.S 11-1014 (D).

3. Unsterilized animals shall be brought back to Pinal County Animal Care and Control immediately upon request by COUNTY.

4. If the CONTRACTOR has not found a permanent adopter within 90 days of rescue from COUNTY, CONTRACTOR shall be deemed owner for licensing and microchipping purposes.

5. Within 30 days, CONTRACTOR shall provide the COUNTY with proof of sterilization for all animals received from COUNTY during the previous month.

6. CONTRACTOR shall keep and maintain complete books and records concerning its performance of this CONTRACT, including the location of each animal and the address or the persons responsible for their care, which shall be made available for inspection and audit by COUNTY for a period of not less than three (3) years from the date the service is rendered.

7. Upon request from the COUNTY, CONTRACTOR shall provide a list of all premises where unsterilized animals are being maintained, including the address, the person responsible and the number of animals kept at each facility.

8. CONTRACTOR shall make any and all premises where animals are maintained available for inspection by COUNTY if deemed necessary in event of complaints or concerns for animal welfare in general; COUNTY shall provide a minimum of 24 hours' notice prior to any inspection.

9. CONTRACTOR shall execute a separate waiver and release of liability form for each animal adopted.

10. CONTRACTORS shall conduct themselves in a professional and courteous manner at all times when dealing with COUNTY, its officers, departments, employees and agents. CONTRACTOR shall refrain from relating information that casts COUNTY in a negative or false light. Any such misconduct by CONTRACTOR may be grounds for termination of contract.

ARTICLE IV – NO COST AGREEMENT

Neither party shall be responsible for any costs incurred by the other party in the performance of its duties and obligations under this CONTRACT.

ARTICLE V – INDEPENDENT CONTRACTOR

The status of CONTRACTOR shall be that of an independent CONTRACTOR and CONTRACTOR, including employees and agents, shall not be considered and employee(s) of Pinal County and shall not be entitled to receive any benefits associated with regular employment, and will not be subject to the provisions of the Pinal County employee Merit System.

ARTICLE VI – COMPLIANCE WITH ALL LAWS

CONTRACTOR shall comply with all federal, state and local laws, rules, regulations, and professional standards, without limitation to those designated within this CONTRACT. The laws and regulations of Arizona shall govern the rights of the parties, the performance of the CONTRACT and any disputes hereunder. Any action relating to this CONTRACT shall be brought in the appropriate Arizona court. Any changes in the rules and regulations during the terms of this CONTRACT shall apply, but do not require an amendment. Current and amended versions will be posted on the Pinal County Animal Care & Control website.

ARTICLE VII – E-VERIFICATION OF EMPLOYEES

CONTRACTOR warrants that they are in compliance with A.R.S. 41-4401 and further acknowledges:

- That they and their subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer:
- That a breach of a warranty under the subsection above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
- That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee (s) available during normal working hours in order to facilitate such an inspection.
- That nothing herein shall make any contractor or subcontractor an agent or employee of the

contracting government entity.

ARTICLE VIII – INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless Pinal County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this CONTRACT which are attributed to any act or omission of CONTRACTOR, its agents, employees, officers or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

ARTICLE IX –NON-ASSIGNMENT

Any assignment or attempted assignment of this CONTRACT without the prior written consent of COUNTY shall be void. This CONTRACT shall be binding on any and all successors and assigns of CONTRACTOR.

ARTICLE X – NON-WAIVER

The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and conditions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

ARTICLE XI TERMINATION

Either party may terminate this CONTRACT at any time by giving 30 days written notice to the other party and by specifying the effective date. Upon termination of this CONTRACT all property of COUNTY in the possession of CONTRACTOR, including records and forms shall remain the property of COUNTY and shall be returned immediately to COUNTY. COUNTY may terminate this CONTRACT immediately when the life, health or safety of any animal is in jeopardy because of the actions or inactions of CONTRACTOR.

This CONTRACT is subject to cancellation pursuant to A.R.S. §38-511.

THE REMAINDER OF THIS PAGE IS BLANK.

CONTRACTOR:

IN WITNESS WHEREOF we have hereunto set our hands this _____day of _____. 20___.

By: _ __President___
Individual Name, Title

PINAL COUNTY:

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of _____, 20___.

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM

By: _____
Attorney for Board of Supervisors

ATTEST:

By:_____
Clerk of the Board of Supervisors

CONTRACTOR:

IN WITNESS WHEREOF we have hereunto set our hands this 13th day of August, 2016.

By: Nicole Egnay President
Individual Name, Title

PINAL COUNTY:

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of _____, 20__.

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM

By: _____
Attorney for Board of Supervisors

ATTEST:

By: _____
Clerk of the Board of Supervisors