

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY
AND
Pima County Community College District**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between PINAL COUNTY (“COUNTY”) and PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“COLLEGE”), located in Tucson, Arizona.

AUTHORITY AND DEFINITIONS:

- A. COLLEGE is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-1401, and 15-1444;
- B. COUNTY is a public entity and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-201, 11-952, and 11-1005.
- C. ANIMALS shall mean dogs and cats.

PURPOSE

COUNTY has established an Animal Control Department (“Agency”) to promote the welfare of residents and animals, including the care of animals in the custody of the COUNTY. COLLEGE operates a Veterinary Technology Program which requires the use of animals for instructional purposes. The purpose of this Agreement is to provide the framework for the delivery of ANIMALS by AGENCY for use by the College’s Veterinary Technology Program for educational purposes only. Therefore, in exchange, the COLLEGE will provide the ANIMALS for adoption in a permanent home based on availability.

AGREEMENT

NOW, THEREFORE, in consideration of mutual agreements set forth herein, the parties agree as follows:

1. SERVICES; COMPENSATION

- 1.1. COLLEGE shall provide AGENCY the Adoption Services described in Attachment 1, which is attached to and made part of this Agreement.
- 1.2. In exchange for the Adoption Services, AGENCY shall provide ANIMALS based on what is available in Attachment 1.

- 2. **TERM** The term of this Agreement shall commence on **September 1, 2016** and expire on **June 30, 2021** (“Term”).

3. TERMINATION

- 3.1. Notwithstanding the Term, either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party.
- 3.2. Additionally, the parties understand that the continuation of the Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for COUNTY and COLLEGE. Each party shall notify the other party in writing as soon as reasonably possible after the unavailability of funding comes to its attention.
- 3.3. Upon termination, the Agreement shall become null and void except for any payments required to compensate a party for expenses which that party has reasonably and necessarily incurred prior to receiving the other party's notice of termination.
- 3.4. Upon expiration or termination of this Agreement, any personal property used by COLLEGE and AGENCY in administering this Agreement shall remain the property of the purchasing party.

4. OBLIGATIONS OF COLLEGE

COLLEGE shall:

- 4.1. Provide program coordination and liaison to AGENCY to facilitate execution of Animal Services.
- 4.2. Provide adoption services for the ANIMALS provided by AGENCY.
- 4.3. Provide administrative support, including supervision, coordination, and direction, to all appropriate instructional staff, instructors, and instructional aides.

5. OBLIGATIONS OF AGENCY

AGENCY shall:

- 5.1. Appoint an AGENCY liaison who will work with the COLLEGE liaison to facilitate execution of Animal Services.
- 5.2. Provide ANIMALS to the COLLEGE for adoption at no charge.
- 5.3. Provide administrative support, including but not limited to supervision, coordination and direction to the appropriate AGENCY staff.

6. STANDARD PROVISIONS

- 6.1. FERPA; Educational Records.** If it applies, educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
- 6.2. Conflict of Interest.** Either party may cancel this Agreement for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 6.3. Indemnification.** Each party shall be responsible only for liabilities arising out of its employees' conduct in connection with performance of services under this Agreement.
- 6.4. Compliance with All Laws.** The parties shall comply with the requirements of all state and federal rules and regulations, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 6.5. Scope of Relationship.** Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between COLLEGE and COUNTY, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- 6.6. Employees.** Each party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party's employees shall not be entitled to employment benefits or any compensation from the other party.
- 6.7. Dispute Resolution.** This Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 6.8. Notice.** Any notice to be given under this Agreement must be in writing and sent to the intended party's address indicated below:

To COLLEGE:

Pima County Community College District
 Veterinary Technology Program
 East Campus
 Attn: Timothy M. Krone, DVM, MPH
 8181 E. Irvington Road
 Tucson, Arizona 85709

To AGENCY:

Pinal County Animal Control
 Attn: Audra Michael
 Director of Operations
 Phone: 520-509-3555
 1150 S Eleven Mile Corner
 Casa Grande, AZ 85194

- 6.9. Entire Agreement.** This document, including all attachments, constitutes the entire agreement between the parties.

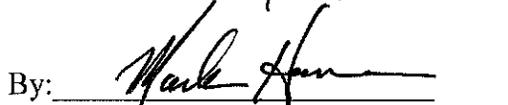
6.10. Amendments. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement on the dates indicated below.

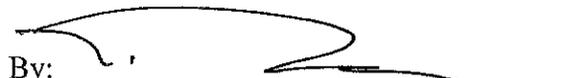
For COLLEGE:

By: 
Print Name: Dr. Lee Lambert
Title: Chancellor
Date: 9/20/16

By: 
Print Name: Andrew Michael
Title: Director
Date: 10-10-16

By: 
Print Name: Mark Hanna
Title: Board Chair
Date: 9/20/16

By: _____
Print Name: Todd House
Title: Chair, Board of Supervisors
Date: _____

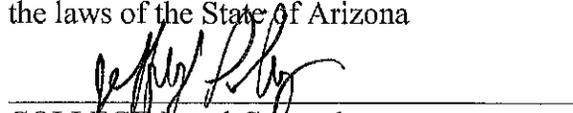
By: 
Print Name: Martha Durkin
Title: Board Vice Chair and Secretary
Date: 9-28-16

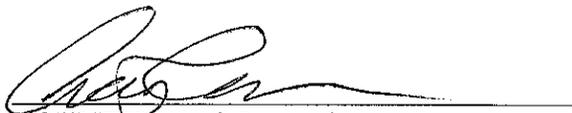
By: _____
Print Name: Sheri Cluff
Title: Clerk, Board of Supervisors
Date: _____

AGENCY:

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each party has determined that this Agreement is in proper form and is within the powers and authority granted to each respective party under the laws of the State of Arizona


COLLEGE Legal Counsel
Print Name: Jeffrey Silvyn
Date: 8/30/2016


COUNTY Legal Counsel
Print Name: Craig Cameron
Date: 10-17-16

Attachment:

1 – Animal Services for Educational Purposes

ATTACHMENT 1
To INTERGOVERNMENTAL AGREEMENT

1. Name of Educational Services.

Provide ANIMALS for Veterinary Technology Program for educational purposes and adoption.

2. Description of Educational Services.

During the Term of this Agreement, COLLEGE shall:

2.1 Provide all ANIMALS provided by AGENCY with a complete physical examination. The ANIMALS will also receive the following:

- Bathe and grooming
- Internal and external parasite detection and prevention
- Fecal examination
- Urine analysis
- Blood chemistry and electrolyte panels
- Serologic testing for Valley Fever
- CBC
- FELV/FIV or heartworm testing
- Vaccinations as appropriate
- Sterilization surgery
- Daily socialization, exercise, and enrichment
- Treatment for health issues that may arise while in the COLLEGE's care
- Emergency care at a local clinic if necessary

2.2 Use ANIMALS in the instruction of the following procedures:

- Complete physical examinations
- Grooming and bathing techniques
- Non-chemical restraint techniques
- Urine collection techniques
- Ocular examination and diagnostic testing
- Ear examinations and associated medical care for ears
- Nail trimming
- Administration of oral and injectable medications
- Venipuncture and intravenous catheter placement
- Dental care
- Radiologic imaging techniques
- Any other tasks that are within the scope of practice for Veterinarian Technicians or Veterinary Practice Assistants.

2.3 Not permit students to work with ANIMALS until competency is demonstrated using models. All students will be supervised by staff members, veterinarians or Certified Veterinary Technicians during all procedures.

2.4 House ANIMALS at the Veterinary Technology Program kennel facility located at the COLLEGE's East Campus, 8181 East Irvington Road, Tucson, AZ 85709.

Note: This facility meets United States Department of Agriculture protocols on animal care in accordance with the Animal Welfare Act <https://www.nal.usda.gov/awic/animal-welfare-act>

2.5 Assist with finding permanent homes for the ANIMALS to be adopted after the ANIMALS have had their complete physical examination, sterilization surgery as indicated, adopted screening and placement protocols adopted by the COLLEGE.

2.6 Return those ANIMALS to the AGENCY that the COLLEGE has been unsuccessful in adopting to permanent homes by the end of each semester, or by arrangement moving ANIMALS to another rescue group or shelter.

2.7 Work with ANIMALS that are based on the availability by the AGENCY.

3. Payments; Funding.

3.1 No moneys will be exchanged between COLLEGE and COUNTY. Each party will be responsible for funding and maintaining a budget for any aspect of the Program for which that party is responsible.