

GENERAL SERVICES CONTRACT
New Hope General Program

This CONTRACT made and entered into by and between Maricopa County, administered by Maricopa County Animal Care and Control Department (MCACC) collectively referred to hereinafter as "COUNTY" and {NAME}, {ADDRESS}, referred to hereinafter as "CONTRACTOR." County and Contractor may be referred to collectively as "Parties" and individually as "Party."

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

RECITALS

WHEREAS, pursuant to A.R.S. § 11-201 (A)(3), the County is authorized to enter into contracts as may be necessary to the exercise of its powers;

WHEREAS, County receives a surplus of homeless animals every year, some of which may be euthanized after held by the period prescribed by law;

WHEREAS, County wishes to reduce the number of animals within its facilities by transferring animals to the care and custody of New Hope contractors;

WHEREAS, New Hope participants provide shelter and care to homeless animals as an alternative to adoption or euthanasia; 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 become effective upon execution of the last signer and expire on XX-XX-XXXX.

ARTICLE II- RENEWAL/AMENDMENT

The Parties may renew or amend this Contract as many times as desired, but each renewal may not exceed the duration of the previous agreement.

ARTICLE III- 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 IV – SCOPE

A. DUTIES OF COUNTY

1. County may in its sole discretion allow Contractor, under the New Hope Program, to assume responsibility for animals as an alternative to adoption when these animals have been deemed

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not ready for adoption due to medical or behavioral issues and have been held by the period prescribed by law or have been available to the public for adoption for a period of time deemed appropriate by MCACC.

2. The County reserves the right to deny the placement of an animal for any reason deemed by the County as a threat to public health or safety.
3. County shall provide a no cost dog license with one (1) permanent tag, good for one year from date of vaccination, to each dog three months of age or older and the completed rabies vaccination certificate at no cost to Contractor.
4. County shall provide the initial license transfer to initial new owner within the Contractor's initial license year at no cost to Contractor when utilizing the established online system.
5. County may offer medical spay or neuter for select animals released to Contractor. The fee is set by the County and requires full cost recovery.
6. County shall hold one or more Contractors meetings in an annual period.
7. County may inspect the Contractor's facility annually or on a more frequent basis as the County in its sole discretion deems necessary. County shall provide a minimum of 12 (twelve) hours' notice prior to any inspection.
8. County may remove animals from Contractor upon inspection when Contractor has not adequately provided proper food, medical resources, housing, confinement, or when poor sanitary conditions exist that may jeopardize the health and safety of the animals.
9. County may temporarily suspend this Contract without notice and in its sole discretion if the County determines that:
 - a. The Contractor is non-compliant with the provisions of this Contract;
 - b. The health and safety of an animal in the care of the Contractor is in jeopardy.
10. Contractor shall be informed in writing of the reason for temporary suspension upon issuance of the suspension and Contractor shall have five (5) business days to respond in writing from the date of the notice.
11. A temporary suspension imposed by the County shall remain in effect unless and until Contractor comes into compliance.
12. County does not guarantee the condition of any animal, its age, health, temperament or behavior. County does not warranty any medical problems, complications, and/or illnesses that were not detected or that may arise with an animal.
13. County will accept returns of transferred animals within seven (7) days of transfer at no charge to the Contractor. An Owner Surrender fee will apply after day seven (7) unless the fee is waived at the discretion of the County.

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B. DUTIES OF CONTRACTOR

1. Contractor including representatives, agents, and employees shall carry a state-issued identification card with their picture and shall present their identification card at time of animal release and upon demand by the County.
2. Contractor shall conduct business with County from two hours prior to opening of the shelters to the general public until closing.
3. The County maintains a list of animals at risk of euthanasia due to medical or behavioral issues (New Hope Portal). The Contractor may request that the County pull an at-risk animal. However, the Contractor must take delivery of any animal from the New Hope Portal within twenty-four (24) hours of the request.
4. Contractor shall assume full and sole responsibility for the cost and maintenance of all animals transferred from County, including but not limited to the following:
 - a. Additional necessary vaccinations;
 - b. Sexual sterilization at the veterinary clinic of Contractor's choice shall be at the expense of the Contractor. 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 pregnant or medically compromised animals that prevents the immediate sterilization for medical reasons, sexual sterilization shall be performed as soon as medically possible, and a copy of the sterilization certificate shall be made available to County if requested;
 - c. Appropriate veterinary care for any illness or injury;
 - d. Euthanasia performed by or under the supervision of a licensed veterinarian when necessary to prevent suffering; and
 - e. Provide behavioral modification training as necessary.
5. Within fifteen (15) days of adopting an animal to a new owner, Contractor shall complete license and ownership transfer of the animal to the new owner through the established online licensing system.
6. Contractor shall not adopt out any animal that has not been sterilized.
7. Contractor shall keep and maintain complete books and records concerning its performance of this Contract at the address listed on this Contract. These records shall include:
 - a. The location of each animal and the address or the persons responsible for their care.
 - b. Records and books shall be made available for inspection and audit by County for a period of not less than two (2) years from the date the service is rendered.
8. Contractor shall report all bites to County and quarantine any animal in accordance with Arizona Revised Statutes § 11-1014 (E).

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9. Contractor shall make any and all premises where animals are maintained available for inspection by County upon twelve (12) hours-notice.
10. Contractor shall conduct themselves in a professional and courteous manner at all times when dealing with County, its officers, departments, employees, agents, volunteers, and customers. Contractor shall not interfere or disrupt the functions of the County or fail to comply with the procedures established by County.
11. Contractor will ensure that when a concern arises that the County will be the first point of contact toward resolution of the issue. Harassment directed at or about any County employees or volunteers in any forum, print or in person, will not be tolerated.
12. Contractor agrees that during and after their status as a New Hope partner they shall not disclose confidential or sensitive information that Contractor learns about County, including information about specific animals' medical, behavioral, or other records, including personal identifying information about any County employee; the identity or personal information of a foster, previous owner, adopter, or potential adopter. Contractor should disclose any medical or behavior information provided by County about a specific animal to potential adopters for that animal.

ARTICLE V – NO COST CONTRACT

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 VI - INDEPENDENT CONTRACTOR

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

ARTICLE VII - 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 this 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.

ARTICLE VIII – E-VERIFICATION OF EMPLOYEES

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

- (1) 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;

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- (2) That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
- (3) 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.
- (4) That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

ARTICLE IX - INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless Maricopa County, its officers, departments, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs for claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its directors, officers, agents or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

AGENCY

Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties, or create any employer-employee relationship between a Party and the employees of the other Party.

ARTICLE X - INSURANCE

General Liability. Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Automobile Liability. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$100,000/\$300,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the

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Contractor's work or services or use or maintenance of the Premises under this Contract.

Workers' Compensation. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

ARTICLE XI - NON-ASSIGNMENT

This Contractor may not assign this Contract without prior written consent of the County. Any assignment or attempted assignment of this Contract without the prior written consent of County shall be void. If the County agrees in writing to an assignment this Contract, the Contract shall be binding on any and all successors and assigns of Contractor.

THIRD-PARTY CLAIMS

Nothing in this Contract is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

ARTICLE XII - 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 XIII - TERMINATION

Either Party may terminate this Contract at any time by giving 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.

ARTICLE XIV - TERMINATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within one to three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other Party to the Contract in any capacity or consultant to any other Party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the County from any other Party to the Contract arising as the result of the Contract.

ARTICLE XV – NOTICE

All notices provided for herein shall be in writing and sent by USPS mail, and/or email, and/or

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facsimile to the Parties at the following addresses:

CONTRACTOR

{NAME}, Executive Director
{CONTRACTOR NAME}
{CONTRACTOR ADDRESS}
{CONTRACTOR ADDRESS}

COUNTY

Dr. Robyn Jaynes, Director
Maricopa County Animal Care and Control
2500 South 27th Avenue
Phoenix, Arizona 85009
Fax: (602) 506-2739

XVI - ISRAEL BOYCOTT

If Contractor engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

ENTIRE AGREEMENT

This Contract represents the entire agreement between the Parties. It supersedes and replaces all previous representations, understandings, and agreements, written or oral, relating to its subject matter. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party.

XVII - SEVERABILITY

Any provision of this Contract that is determined to be invalid, void, or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

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

CONTRACTOR:

MARICOPA COUNTY:

By: _____
NAME, Executive Director
CONTRACTOR NAME

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

By: _____
Attorney for Board of Supervisors

By: _____
Clerk of the Board of Supervisors