



Board of Supervisors Memorandum

June 2, 2015

City of Tucson Intergovernmental Agreements for Animal Care Services and Prisoner Housing

Introduction

The County currently has intergovernmental agreements (IGAs) with the City of Tucson for animal care services and prisoner housing. Both of these IGAs expire on June 30, 2015, and staff has been in negotiations with the City on both of these IGAs. It would appear that, as of this date, there are still outstanding issues on both IGAs that must become effective on July 1, 2015 for continuation of County services.

I have placed this item on the Board of Supervisors agenda to receive direction from the Board regarding how to proceed, as there are differences of opinion between City and County staff regarding each IGA, which are discussed below.

Intergovernmental Agreement with the City of Tucson for Prisoner Housing

I will first discuss the prisoner housing IGA and the corresponding County and City differences of opinion. It should be remembered that the booking rate and housing rate will increase for Fiscal Year (FY) 2015/16. Table 1 below shows our booking and housing rates for the current fiscal year and the coming fiscal year, the dollar amount increase in the rate and the percentage increase. For comparison purposes, I am including the booking rate and housing rate for Maricopa County. The booking rate in Maricopa County will be slightly higher than that of Pima County, and the housing rate is essentially the same.

Table 1: Prisoner Booking and Housing Rates.

Description	FY 2014/15	FY 2015/16	Dollar Increase	Percentage Increase
Pima County Booking Rate	\$257.53	\$279.51	\$21.98	8.5
Pima County Housing Rate (Daily)	80.10	85.15	5.05	6.3
Maricopa County Booking Rate		285.94		
Maricopa Housing Rate (Daily)		85.49		

Pima County Sheriff staff and City staff conducted numerous meetings regarding the prisoner housing IGA. Following those meetings, the Tucson City Court Administrator provided a draft proposed IGA for FY 2015/16. Staff reviewed this proposal and does not

agree with several City-requested changes. These requested changes are shown in Table 2 below.

Table 2: City-requested IGA Changes and County Responses.

City-requested Change	County Response
An agreed upon date, and not later than April 15, when the City is to be notified of the billing rates for the following fiscal year.	The County cannot agree to publish rates for the upcoming fiscal year by April 15, since the County budget for the upcoming fiscal year is not yet determined.
Additional information to be provided to the City in regard to the prisoner. The additional information requested includes booking number, date of birth, arresting organization, warrant and/or citation number, charge description, court docket number for confinement orders.	The County previously provided access to its Spillman database to allow the City to research individuals and has provided training and support for data analysis.
An increase in the timeframe where disputed charges are made known to the County. The change is from 30 days to 60 days.	An increase in this timeframe is not necessary. The County provides both hard copies of invoices, as well as electronic (Excel) version via email to the Tucson City Court Administrator. The Excel version could be electronically validated through the City's system if they chose to do so.
Following the resolution of disputed charges, outstanding charges not paid by the City accrue interest at the rate of 10 percent per annum. The City is requesting this rate be reduced to one percent per annum.	The County disagrees with this interest reduction request, since it essentially eliminates any incentive for the City to pay the outstanding charges in a timely manner.
Inclusion of language giving the City the right to audit the books and records of the Pima County relating to the Pima County Adult Detention Center and to the calculation of the billing rate and prisoner charges.	The County has previously provided all of the financial data available for the jail rate calculation.

Inclusion of language requiring the County to fully disclose its billing rate calculation documentation and worksheets.	The County has previously provided all of the financial data available for the jail rate calculation. The City is requesting detailed line item budgets for jail expenses and staff no later than April 15. As stated previously, County budgets are not normally available by April 15.
Change the criteria for assessment of billing for City prisoners charged in the Superior Court or a Justice Court.	The change requested by the City would, in essence, not require the City to pay a split bill if an individual is booked on both a City and a Justice Court misdemeanor. They would be billing nothing. The City is currently billed a one-half day until the City matter is released.

Based on the County's responses to the City's requested changes, I recommend that no modifications be made and that the IGA shown in Attachment 1 be set for approval by the Board at the June 16, 2015 meeting.

I have discussed prisoner housing with the City Manager, and we agree it is in both our interest to keep the jail population as low as practically possible. Some of the modifications requested by the City were for the purpose of helping them identify inappropriate law enforcement bookings and to take appropriate managerial action regarding those bookings. We will continue to work with and assist the City to identify such cases and help prevent such from recurring in the future. This should save the City additional money and will save the County critical space in our Adult Detention Facility.

It should also be noted that the County has received what we hope is just the first phase of a MacArthur Foundation grant to examine various actions, including law enforcement, community support systems and other factors that can be mobilized to permanently reduce our jail population. It is important we be proactive in reducing this population and providing assistance to offenders to reduce recidivism, as well as assist chronic offenders to break the cycle of multiple jail detention for minor crimes and offenses. These minor offenses drain public resources in the areas of prosecution, defense and housing, as well as court, time. These resources are better used to break the cycle of the repeat offender.

Intergovernmental Agreement with the City of Tucson for Animal Care Services

County staff, through Deputy County Administrator Jan Leshner and the Pima Animal Care Center (PACC), has been meeting with the City of Tucson since November 2014 regarding the animal care IGA. At the November meeting, it was suggested that cities and towns did

not like the County using the same IGA each year. County staff asked the cities and towns to submit draft IGAs they would prefer.

On March 18, 2015, County staff contacted the City to discuss the IGA. County staff did not provide a draft IGA to the City, since the City indicated they were working on a draft they would share with the County. Since we had not received a version of an IGA from the City, we transmitted to the City Manager on April 8, 2015 a draft redlined IGA for FY 2015/16. On May 18, 2015, the current iteration of the FY 2015/16 IGA was again emailed to the Interim City Manager (Attachment 2). To date, we have not received any substantive comments on the draft IGA.

The City remains in arrears on the financial payments that are a City obligation by virtue of the adopted FY 2014/15 IGA. These outstanding obligations are shown in Table 3 below.

Table 3: City of Tucson Amounts Due for Animal Care Services for 2014 and Billed Services through March 2015.

Service Description	Outstanding Amount		
	FY 2014	FY 2015	Total
Administration – County Overhead	\$252,210.64	\$220,741.68	\$472,952.32
Administration – PACC		44,089.50	44,089.50
Education		4,865.92	4,865.92
Enforcement		105,172.17	105,172.17
Licensing		21,595.34	21,595.34
Shelter	6,527.76	115,067.19	121,594.95
Tent Construction	238,049.85		238,049.85
Veterinary Services		42,236.10	42,236.10
Spay/Neuter		46,869.96	46,869.96
Subtotal Due	496,788.25	600,637.86	1,097,426.11
Finance Charges on Delinquent Amounts		24,401.75	24,401.75
Total Due	496,788.25	625,039.61	1,121,827.86

Note: the amounts above include credit to the City of Tucson in the amount of \$293,680.88, which is 55 percent of the total donation amount of \$534,119.77 received by PACC during the service period.

In discussing this matter with the City Manager, I understand their objections to paying the County administrative overhead. As you can see from Table 2 above, there are two administrative charges. One is direct charges such as for the utilities to operate the facility. The other is an indirect charge commonly known as County overhead, which is an

allocated portion of the County's costs for administrative systems support such as Finance, Human Resources, Procurement, Legal and other indirect County support services. These are legitimate costs and were legitimately analyzed based on the federally-approved internal cost allocation plan. However, the City is likely correct that these charges are not specifically and clearly identified in the IGA. Hence, I would be willing to reduce these costs provided the Board concurs with same in order to bring closure to the current dispute with the City over animal care costs. I would recommend the Board waive these costs, provided the City agrees going forward that these are legitimate costs and will be charged as well as paid. Any funding shortfall that would occur from waiving these costs would be absorbed by the Animal Care fund balance.

Many of the other charges in Table 3 are related to the billing cycle, and I assume they will be paid by the City. I have also asked the City Manager to follow up on the spay/neuter payment to the County that had previously been authorized by the City Council. They claim the amount has been paid; however, County staff indicates it has not, which is due to the City withholding an amount of payment equal to the spay/neuter charge. This was, in reality, a charge for normal services. The City then reinstated that payment and is under the incorrect assumption they paid the spay/neuter cost when they actually only paid the cost of normal operations.

In addition, I would ask that our staff include in the FY 2015/16 IGA with the City the cost of the additional shelter capacity (the tent) and allow the City to pay this cost over three fiscal years. This would significantly reduce the short-term financial impact on the City.

The recently approved ordinance allowing a \$1 increase over five years for licensing will also assist the County and the City in meeting our financial responsibilities for animal care services. However, we must do much better in licensing compliance. Licensing compliance varies by jurisdiction from an estimated low of 13.9 percent in South Tucson to as high as 58.2 percent in Oro Valley. Licensing compliance in the City of Tucson is estimated to be 39.7 percent.

I have asked the Health Director to review a number of alternatives to improve license compliance. His May 22, 2015 memorandum is Attachment 3 for your review. I have also provided a copy of this memorandum to the City Manager. I am hopeful we can conduct a number of licensing incentive activities within the City to improve licensing compliance, which will go to the bottom line and assist both the County and City to finance animal care services.

Next year's estimated City animal care services cost of approximately \$4.9 million is significantly more than has been budgeted by the City for this year. The cost components for the FY 2015/16 IGA are shown in Table 4 below.

**Table 4: Estimated City of Tucson FY 2015/16
 Animal Care Services Costs.**

Service Description	Estimated Cost
Administration – County Overhead	\$ 294,322
Administration – Animal Care Center	479,757
Education	60,485
Enforcement	1,572,320
Licensing	284,140
Shelter	1,588,429
Tent Construction	N/A
Veterinary Services	¹ 535,116
Spay/Neuter Services	² 69,758
Total Estimated Cost	\$4,884,327

¹ Veterinary services are budgeted to increase due to the addition of one veterinarian and veterinarian technical personnel.

² Prior to this year, community spay/neuter expenses were born solely by the County and not passed on to the City of Tucson. Since City residents historically used over 60 percent of these critical medical services, expenses and donations (revenues) associated with these procedures have now been appropriately allocated.

The City's share of spay/neuter services for the current fiscal year is \$62,500. The City has indicated it paid \$247,000 for spay/neuter services earlier this year. This is not correct. When paying an October 2014 invoice, the City deducted \$247,000 for spay/neuter services, but such services had not been billed. When this was pointed out, the City paid the \$247,000 owed for other animal care services.

These components are being broken out so the City can select from a menu of services that meets their budget capacity. I have indicated to the City that the County will not alter our sheltering model or reduce costs in that area of the budget; hence, the area that could be reduced would be enforcement. Such would be a choice of the City whether to reduce this cost component of animal care services.

The County and the region should also consider an alternative funding model for animal care services. The present system, which has been in place for a number of years, is not the most efficient. We spend an inordinate amount of time in billing and allocation of costs among jurisdictions, which detracts from the basic animal care mission. Licensing compliance is difficult, we are stressed to provide basic services, and frankly do little to

address the real problem of animal overpopulation through effective spay/neuter programs. We are much, much better at doing so than we have been in the past, but still inadequate resources are devoted to this task.

I recommend we begin exploring alternative financing models for animal care services, including developing a regional countywide special district similar to the Library or Regional Flood Control where the County is primarily responsible for providing animal care services and jurisdictions would no longer need IGAs or contribute to the financial support of the PACC. This means a countywide revenue source, such as a property tax, which is the traditional method of funding a special district.

However, given our high property tax, such a model may not be the most desirable. Perhaps a countywide one-tenth-of-one-cent sales tax could be utilized to fund the special district. Such would provide sufficient revenues to operate the current shelter model and would eliminate all of the resource competition for providing adequate and humane animal care services. This model would require legislation, and such an alternative funding model should begin to be discussed with the jurisdictions and community at large.

The County has current and in-force IGAs with the Towns of Marana, Oro Valley and Sahuarita; and these IGAs do not expire until June 30, 2016. For a variety of reasons, the City of South Tucson has not renewed their IGA for animal care services, likely related to confusion caused by management transition within the City of South Tucson. South Tucson is, however, current on their financial obligations for animal care services through November 2014.

Recommendations

1. I recommend no modifications to the Prisoner Housing Intergovernmental Agreement with the City of Tucson reviewed by City and County staff, with the County draft being advanced for Board of Supervisors approval on June 16, 2015.
2. I further recommend the Animal Care Intergovernmental Agreement with the City of Tucson be approved with the following modifications:
 - A. Specific delineation of the required payment of County administrative overhead;
 - B. Addition of the additional shelter expansion cost to be paid over three fiscal years, which means a line item of \$79,349.95 in the intergovernmental agreement for Fiscal Year 2015/16;

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **City of Tucson Intergovernmental Agreements for Animal Care and Prisoner Housing**
June 2, 2015
Page 8

C. Inclusion of a breakdown of the cost components of animal care services from Table 4 above to be inserted in the intergovernmental agreement so there is no misunderstanding about the cost components of providing animal care services;

D. Inclusion of language allowing the City to select the level and degree of enforcement services desired if their budget restrictions prevent them from paying the full intergovernmental agreement amount; and

E. A waiver of the \$472,952.32 for Fiscal Year 2014 and Fiscal Year 2015 County administrative overhead charges.

Respectfully submitted,



C.H. Huckelberry
County Administrator

CHH/mjk – May 28, 2015

Attachments

c: The Honorable Clarence Dupnik, Pima County Sheriff
Christopher Nanos, Chief Deputy Sheriff
Jan Leshner, Deputy County Administrator for Medical and Health Services
Dr. Francisco Garcia, Director, Health Department

ATTACHMENT 1

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
CITY OF TUCSON
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and the City of Tucson, a municipal corporation (“City”) pursuant to A.R.S. § 11-952.

Recitals

County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

County and City desire to enter into an agreement to incarcerate City’s municipal prisoners in the Pima County Adult Detention Complex (“PCADC”).

NOW, THEREFORE, County and City, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which City’s municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all City municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

“City municipal prisoner” shall mean any person who has been incarcerated as a result of a charge pending in the Tucson City Court, or as a result of an agreement between the City and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Tucson City Court and for whom the City has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by City of Tucson Police Department solely on another governmental entity’s warrant is not a City prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all City arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. City agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the City. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. City agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, City shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, City shall not be charged twice for the first day billing rate of \$279.51. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Tucson City Court or other locations, only as ordered by Tucson City Court, shall be the responsibility of the City. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

City shall pay a first day billing rate of \$279.51 to cover booking and intake expenditures. For each billable day following the first day, City shall pay \$85.15 per day. The two rates are applicable to the period July 1, 2015 through June 30, 2016. The billing day as defined herein applies to each City prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the City prisoner is in the custody or control of the PCADC.
2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial City defendants who are booked between 1800-2359 hours one day and released on the City charge at the first AM initial appearance the following day.

3. “Billable custody” means any pretrial custody involving a misdemeanor offense which will be tried or adjudicated in Tucson City Court, or any custody pursuant to a sentence imposed by Tucson City Court.
4. “Local limited jurisdiction courts” means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of City prisoners shall commence on the day the prisoner is booked or held based on a City charge into, or sentenced by, Tucson City Court. Costs for incarceration shall cease under the guidelines established under the definition of “billable day.” For City pretrial defendants booked between 1800 and 2359 hours one day and released on all City charges at or by the AM initial appearance the following morning, the City shall be billed according to the guidelines established under the definition of “modified billable day.”
2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of “billable day” among those jurisdictions from which the joint custody arises.
3. A City prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.
4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of City prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If City notifies County of a dispute within thirty (30) days of receipt of the monthly billing, City may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. City agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. City agrees that when a check is sent to County in payment of a previously disputed charge, City will attach an invoice detailing what specific charges are being paid. City agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. City agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2015 through June 30, 2016 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or City employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to City other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

City:

CITY OF TUCSON
270 South Stone
Tucson, AZ 85701

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the City Council and attested to by the City Clerk:

PIMA COUNTY:

CITY OF TUCSON

Chair, Board of Supervisors

Mayor

Date

Date

Clerk, Board of Supervisors

City of Tucson Clerk

Date

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the CITY OF TUCSON has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

CITY OF TUCSON

Deputy County Attorney

City of Tucson Attorney

ATTACHMENT 2

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE CITY OF TUCSON
FOR ANIMAL CARE AND ENFORCEMENT SERVICES**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into pursuant to A.R.S. § 11-952 by and between the City of Tucson (hereinafter "the City"), a body politic and corporate of the State of Arizona and Pima County, (hereinafter "the County") a political subdivision of the State of Arizona.

RECITALS

WHEREAS, The City desires to enter into an agreement with the County for the provision of animal control services within the geographical jurisdiction of the City relating to enforcement of the City Code Article I, Section 4-28 of Article II, Article III, and Article V of Chapter 4, and Section 16-31(b)(3) of Article IV of Chapter 16, (hereinafter City Animal Control Ordinances) as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise; and

WHEREAS, Pursuant to A.R.S. § 11-1013, the County operates the Pima Animal Care Center for the intake and sheltering of stray and surrendered animals; and

WHEREAS, The County has the experience and expertise to enforce City Animal Control Ordinances, and is engaged in certain activities relating to vaccination and licensing activities, rabies control, stray and surrendered animal intake; and

WHEREAS, The City and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11 -95 1, et seq.

NOW, THEREFORE, the City of Tucson and the County, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1.0 Purpose. The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of animal control services within the geographical jurisdiction of the City relating to enforcement of the City Code Article I, Section 4-28 of Article II, Article III, and Article V of Chapter 4, and Section 16-31(b)(3) of Article IV of Chapter 16, (hereinafter City Animal Control Ordinances) as amended from time to time, and having to do with rabies vaccination and dog licensing requirements, dog license fees, leash laws, sheltering and humane care of surrendered and stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise.

2.0 Term/Effective Date. This Agreement is effective for one (1) year from July 1, 2015 through June 30, 2016. The Parties shall have the option to extend this Agreement for up to four (4) additional one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties. Ninety days prior the expiration, COUNTY will, utilizing data for the prior twenty-four month period, determine the percentage of the Pima Animal Care annual budget attributable to CITY and provide CITY with the adjusted annual cost of services for the next fiscal year.

3.0 Scope of Services.

3.1 The County Enforcement Agent, herein before designated by the Pima County Board of Supervisors to be Pima Animal Care Center (PACC), and all employees thereunder, shall be referred to as “City Enforcement Agents” for the purpose of this Agreement. The City Enforcement Agents shall, but not limited to:

3.1.0 Administer and enforce the provisions of the City Animal Control Ordinances and state and County law, and all services related thereunder, including amendments to said laws as may be passed from time to time.

3.1.1 Pursuant to this Agreement, be granted limited police powers necessary from time to time to carry out duties imposed by this Agreement, together with any and all such further powers as may be necessary for such agents to engage in vaccination, licensing, seizure of stray, dangerous, neglected, diseased or abused animals, and other activities arising from their duties as City Enforcement Agents.

3.1.2 Collect such fees as may be rendered applicable by the City Animal Control Ordinances. All fees collected by the City Enforcement Agents as a result of this Agreement shall be retained by City.

3.2 The City Attorney shall prosecute and the City Court shall handle criminal and civil matters arising out of the enforcement of the City Animal Control Ordinances, as amended, pursuant to this Agreement. All fines collected by the City Court as a result of enforcement of the City Animal Control Ordinances, as amended, shall be retained by City.

3.3 Field Enforcement

3.3.1 Complete field services shall be provided from 6:00 a.m. to 9:00 p.m. by two full shifts of Animal Care Officers operating seven days per week, holidays included. Emergency enforcement response services will be provided by a minimum of one Animal Care Officer from 9:00 p.m. to 6:00 a.m. daily, holidays included.

3.3.2 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of animal control services in the City.

- 3.3.3 Dead animal pickup services shall be provided during one shift operating seven days per week, holidays included.
- 3.4 Licensing
 - 3.4.1 The County shall provide staffing levels, administrative support, materials, supplies, and equipment sufficient to ensure the provision of licensing services in the City.
 - 3.4.2 The Pima Animal Care Center shall maximize the number of dogs vaccinated and licensed within the geographical jurisdiction of the City. Dog vaccination requirements and spay/neutering information shall be distributed to all owners of licensed dogs and other interested parties upon request.
 - 3.4.3 License applications shall be processed and returned, electronically or via mail, to the applicant within ten (10) working days. A licensing reminder program shall be conducted to improve compliance with license regulations.
 - 3.4.4 Should Pima Animal Care Center consider outsourcing the licensing functions to take advantage of online registration via the Internet, Pima Animal Care Center shall ensure that day-to-day licensing and registration operations, including telephone services, remain equivalent to those currently provided by the Center.
- 3.5 Pima Animal Care Center
 - 3.5.1 The County shall staff, equip, furnish, support and maintain the Pima Animal Care Center, and provide all facilities and vehicles, including replacements, maintenance, repair, gasoline, and oil as necessary for the operation of the Pima Animal Care Center.
 - 3.5.2 Humane treatment of all animals housed at the Pima Animal Care Center shall be provided, including provision of adequate food, water, shelter, and timely and appropriate veterinary care in accordance with nationally accepted shelter care standards. The Pima Animal Care Center shall develop a strategy and procedures to further reduce euthanasia of saveable animals through effective adoption and rescue programs. If necessary, animals shall be euthanized in such a manner that provides for humane treatment of the animal and in accordance with the standards set forth by the American Veterinary Medical Association Guidelines for the Euthanasia of Animals: 2013 Edition. Effort shall be made to decrease shelter intake through but not limited to owner education and community wide spay/neuter programs.
 - 3.5.3 Animal Welfare Community Outreach. The Pima Animal Care Center shall refine and increase outreach and educational efforts at schools, neighborhood association meetings, etc. in order to increase public awareness of health and safety issues related to animals, to promote responsible ownership/companion animal guardianship, including compliance with licensing and other City Animal Control Codes, and to disseminate information regarding vaccination clinics, spaying and neutering, and care of animals.

4.0 Payment. The CITY will reimburse the County a total amount of \$4,884,327.47 payable in 12 equal monthly installments of \$404,027.29 due on the 28th of each month.

4.1 All payments received from constituents on behalf of the CITY will be deposited regularly with the Pima County Treasurer's Office into a Fiduciary Agency Account. The COUNTY will submit a statement to the CITY monthly for actual costs incurred on behalf of the CITY, and will instruct the Pima County Treasurer's Office to remit to CITY all revenues collected on behalf of the CITY on a monthly basis. Any interest earned on the Account shall be credited to the CITY.

5.0 Reporting. The County will provide the City the following information:

5.1 Monthly

5.1.1 By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.

5.1.2 By jurisdiction, the percentage of administrative services allocated, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of animals adopted, the number of animals euthanized, the number of animals spayed and neutered, the number of dead animals picked up, the number of animals that died in the kennels and the number of educational event units performed.

5.1.3 The total Pima County Animal Care adopted budget, including operating revenues by revenue source and operating expense by type of expense.

5.2 Quarterly: The COUNTY will perform an address audit to verify jurisdictional information on a quarterly basis. If the outcome of the audit results in additional funds being due to CITY, COUNTY shall transfer the additional funds to the Account within ninety (90) days following the end of the quarter.

5.3 Fiscal Year End: The County shall prepare a final financial report for each Fiscal Year that includes the following information:

5.3.1 By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.

5.3.2 By jurisdiction, the percentage of administrative services allocated, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of animals adopted, the number of animals euthanized, the number of animals spayed and neutered, the number of dead animals picked up, the number of animals that died in the kennels and the number of educational event units performed.

5.3.3 The total Pima County Animal Care adopted budget including operating revenues by revenue source and operating expenses by type of expense.

- 6.0 Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the City or the County. This Agreement and all obligations upon the City or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.
- 7.0 Audit.** The City shall have the right to audit the books of the County relating to the Pima Animal Care Center and to the collection of licensing fees and other fines and fees, said fees and fines to be deposited in the County Rabies Control Fund and designated as City receipts, in accordance with A.R.S. § 11-1011.
- 8.0 Termination.** Either party may terminate this Agreement by giving written notice to the other party not less than six (6) months prior to the termination date. In the event of termination, each party shall be liable for its proportionate share of the costs and expenses incurred or arising out of performance of activities required by this Agreement occurring prior to the termination date. Termination of this Agreement shall not relieve either party from liabilities or costs already incurred under this Agreement.
- 9.0 Assignment of Rights.** Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.
- 10.0 Construction of Agreement.**
- 10.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- 10.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- 11.0 Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 12.0 Severability.** In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- 13.0 No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the City and any County employees or between the County and any City employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

14.0 No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

15.0 Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

15.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463, Executive Order Number 2009-09 issued by the Governor of the State of Arizona, and Tucson City Code §28-138 are incorporated by this reference as a part of this Agreement.

15.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

16.0 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

14.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

17.0 NON-WAIVER. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute 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. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

18.0 Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or

failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state, or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19.0 Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pima County:
Francisco Garcia, MD, MPH, Director
Pima County Health Department
3950 South Country Club Road
Tucson, Arizona 85714

City of Tucson:
Martha Durkin, Interim City Manager
City Hall Tower
255 West Alameda Street, 10th Floor
Tucson, Arizona 85701

Kim Janes
Chief of External Affairs
Pima Animal Care Center
3950 S. Country Club
Tucson, Arizona 85715

Joyce Garland, Budget and Internal
Audit Program Director
City Hall Tower
255 West Alameda Street, 4th Floor
Tucson, AZ 85701

20.0 Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

21.0 Indemnification. Each party (as “indemnitor”) agrees to indemnify, defend and hold harmless, the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

22.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

23.0 Legal Arizona Workers Act.

23.1 CITY hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CITY’S employment of its employees,

and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CITY shall further ensure that each subcontractor who performs any work for CITY under this Contract likewise complies with the State and Federal Immigration Laws.

- 23.2 COUNTY shall have the right at any time to inspect the books and records of CITY and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.
- 23.3 Any breach of CITY’S or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CITY to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CITY shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.
- 23.4 CITY shall advise each subcontractor of COUNTY’S rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR’S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR’S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

24.0 Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chair of the Pima County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and the City of Tucson has caused this Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and Council, attested to by the City Clerk.

PIMA COUNTY:

CITY OF TUCSON:

Chairman, Board of Supervisors Date

City Mayor Date

ATTEST

ATTEST

Clerk of the Board Date

City Clerk Date

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Department Director or designee Date

Department Director or designee Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Deputy County Attorney Date

City Attorney Date

ATTACHMENT 3

Date: 22 May 2015

To: C.H. Huckelberry
County Administrator

From: Francisco García 
Kristin Barney
PACC Chief of Operations
Kim Janes
Chief of External Affairs

Via: Jan Leshner 
Deputy County Administrator

Re: Animal Care Activities That May Increase Licensing Compliance

In your memo dated April 20, 2015, you asked us to develop policy options for increasing dog licensing compliance. Specifically you asked staff to explore the feasibility of licensing events, provisional licensing, and delegation of such functions to the partner jurisdictions. This memorandum provides our response to your specific query as well as other policy options for your consideration.

Community Licensing Events (Animal Care Fairs)

Community events to promote free or low-cost vaccinations, micro-chip, and licensing may be an innovative approach to increase compliance. This effort has significant opportunity costs for PACC associated with it and would ultimately require coordination and partnership with the participating jurisdictions. The opportunity to bring more pets into licensing potentially creates the opportunity for license associated revenue in the future which may be attractive to participating jurisdiction. Micro-chipped pets may be returned to their owners before ever being impounded at PACC and vaccinated pets when entering the shelter remain healthier and help with disease control for the unvaccinated population. Based on prior participation in community pet vaccination events it is estimated that these events could generate as many 50 to 60 new licensed pets, at a cost of approximately \$22 per animal.

Given existing staffing constraints, one such event each month on the last Sunday of the month (when PACC is closed to the public) is feasible. These events also represent an important opportunity for PACC staff to train jurisdictional staff and volunteers should they choose to process licenses at satellite locations.

Of note, although PACC staff is authorized by Pima County Code 6.04.060 to waive *vaccination and microchip fees*, the County, cities or towns codes do not provide for waiving *licensing or*

associated late fees. Authorization to waive such fees would need to be addressed by each jurisdiction.

Provisional Licensing

In consultation with the Pima County Attorney's Office, we believe the County can establish a provisional licensing procedure for Pima County dogs as a matter of policy. A provisional license would target dogs without a current rabies vaccination. However, the licensing fee for the pet would remain at the rate specified in Pima County Code 6.04.070. An owner choosing to maintain a provisional license provides the County with the pet and owner information and in return the owner is protected from a no license citation.

The provisional license could be issued in person or via phone, email communications and/or automatically through the existing self-service web interface without the need for immediate documentation of rabies vaccination or microchip placement. Once the owner provides current rabies vaccination information, the license would be upgraded to a current license status. Such documentation could be provided electronically within 12 months of the provisional license issue. The cost to the County associated with issuing provisional licenses is negligible since the investment in the interface and staffing has already been budgeted. Importantly jurisdictional partners would likely require a code amendment to have their citizens participate in such a strategy.

Licensing Amnesty

A licensing amnesty period could be designed to waive late fees for license renewals, or could waive licensing fees altogether. The jurisdictions should have significant say in what components would be included in such an amnesty and the length of time this opportunity would be available. Offering an amnesty period will result in initial lost revenue and there is no guarantee that those who purchase licenses within this period will renew at full cost in the future. Overall such an initiative is likely to have a negligible impact on licensing revenues, and allows bringing new pet owners in the automated subsequent renewal process. Moreover any strategy increases overall licensing and vaccination serves a public health function by linking existing pets to owners, and facilitating follow-up in the case of disease or bite investigation.

Other Licensing Scenarios for Partner Jurisdictions

Collaborating with contracted jurisdictions to process dog licenses could result in improved licensing compliance. With locations that are more convenient, pet owners have fewer barriers to follow through with licensing. Training and support for jurisdictional staff would be necessary, as would a mechanisms and processes to take payment from the pet owner. The costs to the jurisdiction and to the County would depend on the degree to which the participating jurisdictions would want to manage the process. Variations of all of the following scenarios should be considered:

1. *On-line Self-service Licensing* could be accomplished with almost no additional investment on the part of the County. Citizens would access the web-site and provide basic demographic and other regulatory information about the pet. Documentation of compliance with rabies vaccination and microchip provisions would be done by scanning the documentation into the system. The County would collect the fee on-line and issue the license and tags.
2. *Jurisdiction-Controlled Process* could be developed whereby city staff or other agents acting on behalf of the city could be given access to the Chameleon System to capture and document the data required for a license. In this case the County's only role would be to generate the actual license and tags at a cost of approximately \$7 per license. The jurisdiction would be responsible for collecting and accounting for appropriate fees. In this scenario they would also be charged \$50 per participating access point to offset this cost.
3. *Jurisdiction/County Hybrid Process* could also be contemplated in which the jurisdiction staff or their agents collect the required licensing information and documentation into an access database which in turn is transmitted to the County. PACC staff in turn would enter such data into Chameleon, and generate the license and tags as appropriate. In this case the investment on the part of the jurisdiction is likely to involve only the personnel time and some level of coordination for the transmission of the data to PACC.

The success of such strategies would be highly dependent on marketing the service to the relevant population as well as the ongoing training and support of appropriate staff that would be taking on these new functions. This effort would require some level of ongoing investment on the part of both the jurisdictions and the County. For the PACC it would involve the creation of new position to support both these functions.

Finally, regardless of the strategy implemented, PACC will need to develop a strategy to track new and renewing licensees captured through this process in order to most accurately account for the cost and revenues associated with each in subsequent years.

Recommendations

After careful analysis and investigation we recommend the following:

1. That the County establishes a Provisional License category and authorize staff to develop and implement appropriate policies and procedures governing the license.
2. That the County initiate a series of community no cost dog licensing/microchip fairs.
3. That PACC collaborate with jurisdictional partners to provide training for and to establish satellite dog licensing locations.
4. That PACC develop a quarterly report of the impact of proposed licensing policy on the license revenue, licensing compliance, and operational expenses of a multiyear dog license procedure.