

**INTERGOVERNMENTAL AGREEMENT**

Between  
The Pinal County Government, a political subdivision of the State of Arizona  
And  
The City of Maricopa

**WHEREAS** Pinal County, a political subdivision of the State of Arizona, hereinafter referred to “County”, and the City of Maricopa, a political subdivision of the State of Arizona, hereinafter referred to as “City” are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to ARS 11-952 *et seq.* and

**WHEREAS** the City has the, authority to adopt and enforce animal care and control regulations and certain services within its unincorporated limits pursuant to ARS 9-240 and 9-499.04 and

**WHEREAS** the County has authority to enforce city ordinances for the control of dogs pursuant to A.R.S. 11-1005, and

**WHEREAS** the County has established a County Enforcement Agent, a Division of Animal Care and Control and a County Shelter pursuant to ARS 11-1001 *et seq.* and

**WHEREAS** the City has requested the County to provide animal care and control services within the City’s boundaries and enters into this agreement with the County in order for the County to have jurisdiction to provide those services.

**NOW, THEREFORE,** the County and City (collectively, the “Parties”), pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**I. Term**

The term of this agreement is for two years beginning July 1, 2017, ending June 30, 2019 and is effective upon being recorded in the Pinal County Recorder’s Office.

**II. Complaints**

The County agrees that the County Division of Animal Care and Control, in cooperation with the City, will respond to and investigate all animal care and control complaints within the incorporated limits of the City

**III. County and City ordinance Provisions To Be Enforced**

The City and County agree that the provisions of the Pinal County Animal Care and Control Ordinance 050510-ACC, (provisions pertaining to kennels may be exempted),

shall be the only source for enforcement actions by the County under this agreement. City agrees to adopt the Pinal County Animal Care and Control ordinance 050510-ACC. Less the kennel provisions if applicable, as part of its municipal ordinances, and to make all necessary modification to their municipal ordinances to remove or suspend provisions which are inconsistent with this agreement. Either party shall immediately notify the other party of an anticipated amendment to their respective ordinance that may effect this agreement.

**IV. Agreement amendment**

The parties to this agreement may amend, modify, or supplement this agreement in writing at any time by mutual consent. All other unaffected provisions set forth in this agreement shall remain in effect.

**V. Termination**

Either party may terminate this agreement at any time, with 30 days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail.

**VI. Insurance**

The City shall have in effect at all time, during the term of this IGA, insurance which is adequate to protect Pinal County, its officers and employees, participants and equipment. The City shall provide the County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Pinal County as an additional insured and shall inform the County of a cancellation or decrease in coverage of any insurance required under this contract at least 30 days before such action takes place. The following insurance and minimum coverage are required.

- A. Public Liability, Bodily Injury and Property Damage:
  - 1. General Liability, each occurrence \$1,000,000
  - 2. Property damage \$1,000,000
  - 3. Combined single limit, each occurrence \$1,000,000
- B. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the City.
- C. Minimum insurance requirements stated herein are not to be considered limits on the City's liability under this IGA.

**VII. Indemnity**

The City agrees, to the extent permitted by law, to indemnify, defend and hold harmless Pinal County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of

any kind or nature which result from any act or omission of the City, its agents, employees or anyone acting under its direction, control or on its behalf in connection with the performance of this agreement unless due solely to county negligence.

**VIII. Miscellaneous Provisions**

- A. Assign-ability.** This agreement is non-assignable in whole or in part by either party without the written consent of both parties.
- B. Authority of Signatory.** Each individual executing this agreement on behalf of the City represents and warrants that they are duly authorized to execute and deliver this agreement on behalf of the City.
- C. Cancellation.** This agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by ARS 38-511
- D. Incorporation of Documents.** All documents referred to in this agreement are hereby incorporated by reference into the agreement.
- E. Integration.** This agreement contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written agreement and signed by both parties shall be valid or binding.
- F. Notices.** Any notice or demand under this agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's address provided herein. Either party may at any time change such address by delivering or mail in, as aforesaid, to the other party a notice stating the change.

**County**

County Manager  
P.O. Box 827  
Florence, Az. 85232

**City**

City Manager  
39700 W Civic Center Plaza  
Maricopa, Az. 85138

- G. Severability.** The provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
- H. Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include but be limited to, acts of God, riots, acts of war, epidemics, fire, communication failures or power failures.

- I. **E-Verify.** The County and the City warrant they are in compliance with the provisions of A.R.S. 41-4401.
  
- J. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
  
- K. **No Third Party Beneficiaries.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.
  
- L. **Waiver of Terms and Conditions.** The failure of City or County to insist on any one or more instances of performance of any of the terms of conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

**IX. Services**

The County agrees to provide the following services:

- A. Two rabies vaccination / license clinic per calendar year.
  
- B. To respond to all priority or emergency calls regarding animal care and control from the incorporated area of the City.
  
- C. Trapping of nuisance dog and cats.
  
- D. Impound of stray, sick, injured or aggressive animals
  
- E. Humane care and maintenance of impounded dogs and cats, sheltering services
  
- F. Quarantine at shelter

- G. Quarantine in place monitoring and posting
  - H. When necessary, the humane euthanasia and disposal of impounded animals.
  - I. Dedicate one animal care and control officer to the incorporated areas of Maricopa, within Pinal County. In the event the officer dedicated to the City is absent from work, another officer will assist with calls for service while still serving the un-incorporated areas surrounding the City of Maricopa.
  - J. Investigation of animal cruelty and neglect complaints, hoarding cases, at the request of the Maricopa Police Department.
  - K. Seek civil and criminal prosecution of civil violations and criminal statues involving animals, within the scope or authority of Pinal County Animal Care and Control.
- X. **Vehicle:** The City owned animal care and control vehicle will be used to primarily service the incorporated areas of the City of Maricopa. The city owned animal care and control truck will be assigned to the officer primarily assigned to work the incorporated area of the City of Maricopa. The city owned animal care and control truck will be used to transport animals to and from the incorporated City of Maricopa and the Pinal County Shelter, to transport animals to and from veterinarian establishments, adoption / rescue missions throughout Pinal County, for in-state transportation for training of the animal care and control officer assigned to work in the incorporated City of Maricopa. The city owned truck will be used for on-call rotation for the incorporated and unincorporated, City of Maricopa, during the assigned officers on-call assignment. The City owned animal care and control vehicle will be used to assist county officers in urgent need.

**XI. Fees**

The City agrees to the following fees: Billing will be sent within 30 days of end of monthly billing cycle.

\$4200.00 per month for a full time Animal Care and Control Officer dedicated to the incorporated, City of Maricopa.

\$63.00 per hour between 7 p.m. and 7 a.m. Monday through Friday, week-ends and holidays.

Kenneling Fees:

\$32.00	First Day impounding fee for licensed dog
\$47.00	First Day impounding fee for unlicensed dog
\$20.00	First Day impounding fee for Cat
\$15.00	Daily maintenance fee of dogs / cats
\$35.00	Field tranquilization of aggressive dogs
\$225.00	Quarantine Fee

Kenneling fees consist of an initial (first day) impound fee and daily maintenance fees which begin on day two. Per ARS 11-1013 unlicensed dogs and all cats must be maintained a minimum of 72 hours; licensed dogs must be maintained a minimum of 120 hours. Due to the fact the shelter is closed on Holidays and Sundays, an animal may be maintained 48 hours beyond the minimum requirement, in such case an additional day or two will be billed, at the daily maintenance fee of \$15.00

The City will be charged for animals that are not claimed by an owner. If owner information is available the City will be provided the information.

IRS Standard mileage for miles incurred providing services in a County vehicle, if the vehicle is used outside the standard on-call rotation. The animal care and control officer assigned to the City will be placed in the on-call rotation for the City and the un-incorporated area's immediately surrounding the City.

There is no charge for the use of the adoption / rescue trailer in cases such as hoarding, adoption events, or community education events.

There is no charge to the City for euthanasia/disposal

There is no charge to the City for animals maintained after the required waiting period and made available for adoption / rescue.

There is no charge, during or after business hours, to the City for calls involving animal bites, rabies exposure, or suspected exposure involving any fur bearing animal.

There is no charge to the City for the preparation, transportation of specimen to the Arizona State Health Dept. laboratory in Phoenix or Tucson, Arizona where a bite, rabies exposure, or suspected Exposure, has been investigated by Pinal County Animal Care and Control.

There is no charge for rabies testing.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the date and year specified below.

**CITY OF MARICOPA**

**PINAL COUNTY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Supervisors

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and within the  
Scope of authority of the City of  
Maricopa.

Approved as to form and within the  
scope of authority of Pinal County.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_