

INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE CITY OF MARICOPA FOR ANIMAL CARE AND CONTROL SERVICES

This Intergovernmental Agreement (the “Agreement” or “IGA”) is entered into this ____ day of _____, 2026 by and between PINAL COUNTY, a political subdivision of the State of Arizona on behalf of the Pinal County Animal Care and Control Department (“County”) and THE CITY OF MARICOPA, a municipal corporation of the State of Arizona [“City”] for the provision and acquisition of animal care and control services from Pinal County Animal Care and Control (“PCACC”). County and City may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties 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 A.R.S. §§ 11-951 *et seq.*;

WHEREAS, the City has the responsibility for animal care and control regulations and certain services within its unincorporated limits pursuant to A.R.S. §§ 9-240 and 9-449.04;

WHEREAS, the County has animal control officers to enforce these animal care and control regulations, to perform certain services, and the County has established a region wide animal control facility located at 1150 South Eleven Mile Corner Road, Casa Grande, AZ;

WHEREAS, the County has authority to enforce City Ordinances for the control of dogs pursuant to A.R.S. § 11-1001 *et seq.*; and

WHEREAS, the City has requested the County to provide animal care and control services within the City’s incorporated boundaries as its Animal Control Officer, and enters into this Agreement with the County in order for the County to have jurisdiction to provide these services.

NOW THEREFORE, the County and City, pursuant to the above and in consideration of the matters and other items hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. PURPOSE AND INTENT. This IGA sets forth the terms and conditions under which County will provide Animal Care and Control services to City.
2. TERM, TERMINATION, AND RENEWAL.
 - a. This Agreement shall become effective on the ____ day of _____, 2026 and shall remain in effect through and until June 30, 2029 unless terminated in accordance with the terms of this Agreement.
 - b. Either party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other party. Furthermore, in the event that a Party fails to observe or perform any of the covenants, conditions, and terms of this Agreement which are required to be observed or performed, where such failure continues for a period of thirty (30) days after written notice thereof from the non-defaulting party,

then the non-defaulting party may terminate this Agreement immediately and proceed with whatever steps the non-defaulting party may deem necessary in order to enforce the rights and remedies available to the non-defaulting party under this Agreement at law or in equity.

- c. No renewals of this agreement after its expiration on June 30, 2029 are available to either Party.

3. OBLIGATIONS OF PARTIES.

A. County and City agree that the provisions of the Pinal County Animal Care and Control Ordinance 101817-ACC shall be the only source for enforcement actions by the County under this Agreement. The City has adopted by reference the Pinal County Animal Care and Control Ordinance 101817-ACC and codified said adoption in City of Maricopa Code, Section 6.05.010. Either Party shall immediately notify the other Party of an anticipated amendment to their respective ordinance that may affect this Agreement.

B. County agrees to provide the following Animal Care and Control Services:

1. Impound of stray, sick, injured, or aggressive animals;
2. Humane care and maintenance of impounded dogs and cats, sheltering services;
3. Quarantine at an available shelter of County's choosing, quarantine in place monitoring and posting;
4. When necessary, as determined by the County, the humane euthanasia and disposal of impounded animals;
5. Provide documentation and/or invoicing to City's point of contact as designated in this Agreement;
6. Upon request from City, provide access to reports arising from calls for service originating from within City;
7. Provide kenneling of animals from City as provided in Appendix "A."

C. City agrees to:

1. Timely send payment to County for all services arising out of this Agreement in accordance with Appendix "A";
2. City shall deliver animals to be boarded to the County facility unless other advance arrangements have been made with the County;
3. Make any and all necessary records for information and evidence available to County upon request;
4. Pay County invoices within thirty (30) calendar days of receipt.

D. Billing and Payment. Billing, invoicing, and payment of costs arising out of this agreement shall be administered according to the schedule provided in Appendix "A".

4. INSURANCE. The City shall have in effect at all times, 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 Town's liability under this IGA.

5. INDEMNITY. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the Parties shall cooperate to the maximum extent possible. The Parties further agree to a joint defense agreement for any and all liability, property, and casualty claims arising out of this Agreement. The obligations under this Section shall survive termination of this Agreement.

6. WORKERS' COMPENSATION. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided under A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this Section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required.

7. NOTICES. All notices and insurance certificates required under this Agreement shall be sent as follows:

If to City:

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

If to the County:

Director
Pinal County Animal Care and Control
1150 S. Eleven Mile Corner Rd.
Casa Grande, AZ 85194
Phone: 520-509-3555

Email: audra.michaels@pinal.gov

8. **AUTHORITY TO EXECUTE.** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such Parties, and represent that upon execution. This Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.
9. **COMPLIANCE WITH LAWS AND POLICIES.** The Parties shall comply with all applicable federal, state and local laws, regulations, standards, and Executive Orders without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
10. **CONFLICTS OF INTEREST.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
11. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
12. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variant of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
13. **GOVERNING LAW AND VENUE.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County, provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity.
14. **HEADINGS.** The Section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
15. **INCORPORATION OF DOCUMENTS.** All documents referred to in the Agreement are hereby incorporated by reference.
16. **INTERPARTY DISPUTE RESOLUTION.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation and to split the mediator fee(s). If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
17. This Agreement shall not be modified except by mutually signed written agreement. All other unaffected provisions set forth in this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on the day and date first written above.

(Signatures on Following Page)

For Pinal County:

Chairman, Board of Supervisors

Date

Attest:

Clerk of the Board

Approved as to Form:

Deputy County Attorney

Date

For City of Maricopa:

Mayor

Date

Attest:

Town Clerk

Approved as to Form:

City Attorney

Date