INTERGOVERNMENTAL AGGREEMENT BETWEEN PINAL COUNTY AND THE CITY OF COOLIDGE FOR ANIMAL CARE AND CONTROL SERVICES

This intergovernmental agreement (the "Agreement") is entered into this ____ day of _____, 2023 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 COOLIDGE, a municipal corporation of the State of Arizona ("Coolidge") for the provision and acquisition of animal care and control services from the Pinal County Animal Care and Control ("PCACC"). County and Coolidge are sometimes 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.;* and

WHEREAS County maintains a region wide animal control facility located at 1150 South Eleven Mile Corner, Casa Grande, AZ; and

WHEREAS The Coolidge is interested in contracting with the County to assist the Coolidge in certain animal control services to include emergency euthanasia and rabies procedures, as well as emergency boarding and care services.

NOW, THEREFORE, the County and City, pursuant to the above and in consideration of the matters and things 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 the City Coolidge.

2. **TERM, TERMINATION, AND RENEWAL.**

   a. Unless terminated as otherwise provided in the agreement, this agreement shall become effective on the 1st day of July, 2023 and shall remain in effect until the 30th day of June 2024, and may be renewed for up to 2 successive one year terms after that date.
   b. Either party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other party.

c. Either party to this agreement may request renewal of this Agreement, for a maximum of two (2) subsequent one-year term (s) by providing sixty (60) days advance notice prior to the date of expiration of the Party's intent to extend.

3. **MUTUAL OBLIGATIONS.**

A. **County agrees to:**

1. Provide the following Animal Care and Control Services:

a. Impound of stray, sick, injured or aggressive animals;
b. Humane care and maintenance of impounded dogs and cats, sheltering services;
c. Quarantine at an available shelter of County's choosing. Quarantine in place monitoring and posting;
d. When necessary, as determined by the County, the humane euthanasia and disposal of impounded animals;
e. Provide billing/invoicing documentation to Coolidge's POC per section 8.A and Appendix;
f. Upon request from the City, provide access to reports arising from City calls for service;
g. Provide kenneling of City animals as provided in Appendix "A."

B. **Coolidge agrees to:**

a. Timely send payment to County POC for all services arising out of this Agreement in accordance with Appendix "A;"
b. Coolidge shall deliver animals to be boarded to the County facility unless other arrangements are made with the County in advance;
c. Make any and all necessary records for information and evidence available to County upon request;
d. Pay County invoices within 30 calendar days of receipt.

C. **Billing and Payment.** Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **App. "A."**

4. **INSURANCE**. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.

5. **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.

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

If to Coolidge:

Gilbert Lopez
Director, Development Services
130 W. Central Avenue
Coolidge, AZ 85128
Phone:_____

Copy to:

City Manager
130 W. Central Ave.
Coolidge, AZ 85128

If to the County:

Director
Pinal County Animal Care and Control
1150 S Eleven Mile Corner Rd Casa
Grande Arizona 85194
Phone: 520-866-7605

7. **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.

8. **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.

9. **CONFLICTS OF INTEREST.** The provisions of A.R.S. § 38-511 relating to cancellation or contracts due of interest shall apply to this Agreement.

10. **INDEMNITY.** 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.

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 APP 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 misses 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. 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. **MODIFICATION.** This Agreement shall not be modified or extended except by mutually

signed written agreement.

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

CITY OF COOLIDGE

Mayor

ATTEST:

City Clerk

Date: 8/28/23

Approved as to form and within the Scope of authority of the City of Coolidge

City Attorney

Date: 8/28/2023

PINAL COUNTY

Chairman,
Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Date: _____

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

County Attorney

Date: _____

Appendix " A"
2023 Services Cost Schedule

Kenneling Fees[1]

1st Day Dog Impound	$80.00
1st Day Cat Impound	$35.00
Daily Maintenance Fee Dog/Cat (2nd + day)	$35.00/day/animal
Quarantine Fee	$300.00

Billing, Invoicing, and Payment

County agrees to send all invoices for costs of services arising from this IGA to Coolidge according to Section 8.A ("Notices") of the IGA. Invoices for other fees will be sent as they arise according to the Operations of the County. Coolidge agrees to send payment in full (in the form, manner and tender deemed acceptable by The County) for each invoice no more than 30 days after receipt of such invoice.

Note: *The above costs are subject to adjustment according to the County's sole discretion. Any adjustment in fees will not take effect without mutual written agreement of the parties.*

1. There is no charge to Coolidge for:

    a. Euthanasia/disposal;
    b. Rabies testing;
    c. Animals maintained after the required waiting period and made available for adoption/rescue;
    d. The preparation, transportation of specimen to the Arizona State Health Depm1ment laboratory in Phoenix or Tucson Arizona.

[1] Kenneling fees consist of an initial (first day) impound fee and daily maintenance fees thereafter beginning 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 some holidays and some Sundays, an animal may be maintained 24-72 hours beyond the minimum requirement. In such case the additional day(s) or two will be billed at the daily maintenance fee of $35.00. The City of Coolidge will be charged for animals not claimed by an owner. If owner information is available Coolidge will be provided.