

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PINAL COUNTY  
AND  
THE AK-CHIN INDIAN COMMUNITY  
FOR  
ANIMAL CARE AND CONTROL SERVICES**

This Intergovernmental Agreement (the “**Agreement**”), effective as of the date of the last signature below, is 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 AK-CHIN INDIAN COMMUNITY, a federally-recognized Indian tribe (“**Community**”) for the provision and acquisition of the animal care and control services, as described below, from the Pinal County Animal Care and Control Department (“**PCACC**”). County and Community 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**, the Community has the authority to adopt and enforce animal care and control regulations and certain services within its jurisdictional boundaries pursuant to applicable Tribal and Federal law; and

**WHEREAS** the County has authority to perform animal control public services and has established a County Enforcement Agent, a Division of Animal Care and Control and a County Shelter pursuant to A.R.S. § 11-1001 *et seq.*; and

**WHEREAS** the Community has requested the County to provide the animal care and control services described herein, and enters into this Agreement with the County in order for the County to have jurisdiction and authority to provide those services.

**NOW, THEREFORE**, the County and Community (collectively, the “Parties”), 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 Agreement sets forth the terms and conditions under which County will provide Animal Care and Control Services to Community.
2. **TERM, TERMICOMMUNITY, AND RENEWAL.**
  - A. This term of this Agreement shall continue for a period of one calendar year (three hundred sixty five days) after execution by all Parties, and shall automatically renew for two additional 1-year terms, unless terminated.
  - B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
3. **MUTUAL OBLIGATIONS.**
  - A. **County agrees to:**
    1. Provide the following Animal Care and Control Services:

- i. Impound/kenneling of stray, sick, injured or aggressive animals for up to a maximum of four (4) animals per month as provided in **App. 'A'**.
- ii. Humane care and maintenance of impounded/kenneled dogs and cats, sheltering services.
- iii. Quarantine at an available shelter of County's choosing.
- iv. When determined necessary by PCACC, the humane euthanasia and disposal of impounded animals.
- v. Provide billing/invoicing documentation to Community's Point of Contact ("POC") per **Section 7.A** and **Appendix ("App.") 'A'**.

**B. Community agrees to:**

1. Promptly convey/communicate calls for service to County as follows:
  - i. Via the Pinal County Call Center at **(520) 509-3555** during **normal business hours**; and
  - ii. Via the PCSO non-emergency line at **(520) 866-5111** during **after-hours**.
2. Timely send payment to County POC for all services arising out of this Agreement in accordance with **App. 'A'**.
3. Make any and all necessary records, information and evidence available to County upon request, provided that the records, information and evidence requested are reasonably related to the provision of services under this Agreement.
4. Cooperate with County in all practical matters necessary to effectuate the purpose and intent of this Agreement, including, but not limited to: transporting animals from origin to PCACC site and collection of remains and other necessary and appropriate items and/or evidence.

**C. Applicable Policies and Practices.** Community acknowledges and agrees that County will provide and perform animal care and control services according to applicable law, County Policies/Practices and the terms of this Agreement.

**D. Open Communications.** County and Community shall maintain open communications between each Party's designated POC (listed in **Paragraph 7.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this agreement. Parties shall maintain open communication regarding needs arising out of the Agreement.

**E. 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. SUPERVISION, EQUIPMENT AND MATERIALS.**

No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

County shall have sole supervisory authority over County personnel, operations, services, property, facilities and materials; and Community shall have sole supervisory authority over Community personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision

shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

5. **RECORDS.** The Parties acknowledge and agree that the County shall provide Community with the attendant records of Community matters and that requests for such records shall be referred to Community, to be administered by Community. Notwithstanding this, Community acknowledges and agrees that the County shall administer records in County's possession according to all attendant laws, regulations, rules and policies respectively applicable to County records
  
6. **LIABILITY, INSURANCE AND INDEMNITY.** Nothing in this Agreement shall be construed to mean that any of the parties hereto have, by executing this Agreement, waived any immunity or subjected themselves to any liabilities to which they would not be otherwise subjected by law. No party to this Agreement shall be held liable for any loss or damage by reason of its failure to effectively respond to any law enforcement problem in the territory or jurisdiction of any other party. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third parties and no third party or parties shall have the right of action hereunder for any cause whatsoever. The provisions of this entire section shall survive the termination of this Agreement. The parties further agree as follows:
  - A. **Liability.** Each Party shall be responsible and liable for damages caused by the acts or omissions of its officers, agents or other employees during that Party's participation under this Agreement. The employees of each Party to this Agreement shall remain under the ultimate control of said Party. Each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in this Agreement.
  
  - B. **Workers Compensation, Employee Rights and Benefits.** 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 in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of worker's compensation benefits for the purposes of this section. Each Party to this Agreement shall further comply with the provisions of A.R.S. § 23-1022(E) by posting the required public notice.

The employees of each Party to this Agreement shall remain under the ultimate control of that respective party. Employees of each Party participating under this Agreement are not considered employees of any other Party except in the case of the exception listed in the paragraph above. Each Party shall remain liable for its employees' salaries, employee-related benefits, discipline and civil liabilities and each employee shall be deemed to be performing regular duties for the primary employer party while performing services under this Agreement. All personnel retain all pension and disability rights, salaries, and all rights of regular employment while acting under authority conferred pursuant to this Agreement.

- C. **Insurance.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.
  
- D. **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 (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 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 to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to this Section, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The obligations under this Section shall survive the termination of this Agreement.

- E. **No Right, Interest, Entitlement or Cause of Action Created.** No employment right, property interest, liberty, civil or personal entitlement of any kind shall be created by the extending, acceptance or holding of a cross-deputation pursuant to this Agreement. No personnel of a party shall have a cause of action against the other party, its officers or employees, for failure to deliver or for arbitrary revocation of a cross-deputation. Each party agrees to indemnify and hold harmless the other party(ies) from all such claims by its own personnel.
- F. **Preservation of Immunities, Exemptions, Laws, and Policies of Primary Jurisdiction.** All the immunities from liabilities, exemptions from laws, ordinances, and policies and procedures which personnel employed by the various parties hereto have in their own jurisdictions, shall be effective in the jurisdiction in which they are acting, to the extent allowed by law.

7. **GENERAL.**

- A. **Notices.** All notices to the other Party or POC required under this Agreement shall be in writing and sent to the following personnel:

**If to Community:** Chief of Police  
Ak-Chin Indian Community  
42507 W. Peters & Nall Rd.  
Maricopa, AZ 85138  
Phone: 520-568-1210

**If to County:** Director  
Pinal County Animal Care and Control  
1150 S. Eleven Mile Corner Rd.  
Casa Grande, AZ 85194  
Phone: (520) 866-7605

- B. **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.
- C. **Compliance with Laws and Policies.** 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. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

- D. 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.
- E. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. 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 variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- G. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- H. Governing Law.** 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.
- I. 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.
- J. Incorporation of Documents.** All documents referred to in this Agreement are hereby incorporated by reference.
- K. 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.
- L. Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- M. 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 Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- N. No Third Party Beneficiaries.** Nothing in 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 with respect to the maintenance of public facilities different from the standard of care imposed by law.
- O. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- P. Non-Assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither

Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

- Q. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Likewise, the Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, if applicable, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5, which is hereby incorporated into this contract as if set forth in full herein, and may be viewed and downloaded at the Governor of the State of Arizona's website:

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf)

In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

- R. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- S. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- T. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- U. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

**For Pinal County:**

By: \_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board

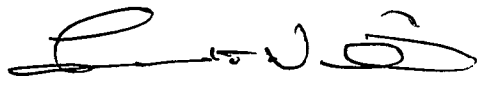
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

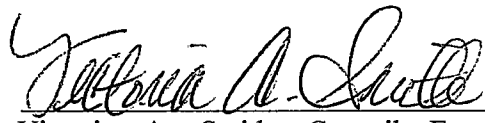
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Date

**For the Ak-chin Community:**

By:   
Lemuel Vincent, Vice-Chairman  
Ak-chin Community

11/21/24  
\_\_\_\_\_  
Date

**ATTEST:**

By:   
Victoria A. Smith, Council Executive  
Secretary

11/21/2024  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney General

\_\_\_\_\_  
Date

*(APPENDIX ON FOLLOWING PAGE)*

## Appendix 'A'

### 2021 Services Cost Schedule

The Parties agree to the following fees shall be paid by Community at the "Per Case" rates provided below.

#### Per-Case / Per-Animal Cost(s)

##### Kenneling Fees<sup>1</sup>

<u>1<sup>st</sup> Day Licensed Dog Impound</u>	<u>\$35.00</u>
<u>1<sup>st</sup> Day Unlicensed Dog Impound</u>	<u>\$47.00</u>
<u>1<sup>st</sup> Day Cat Impound</u>	<u>\$20.00</u>
<u>Daily Maintenance Dog/Cat Fee (2<sup>nd</sup>+ day)</u>	<u>\$15.00/day/animal</u>
<u>Euthanasia Fee</u>	<u>\$65.00</u>
<u>Quarantine Fee</u>	<u>\$225.00</u>

#### Billing, Invoicing, and Payment.

County agrees to send all invoices for costs of services arising from this IGA to Community, according to Section 7.A ("Notices") of the IGA. Invoices for incurred fees will be sent on a monthly basis as they arise pursuant to this Agreement.

Community agrees to send payment in full (in the form, manner and tender deemed acceptable by County) for each invoice to County within no more than 30 days after receipt of such invoice.

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

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<sup>1</sup> 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 Holidays, and 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 \$15.00.

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