

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND PINAL COUNTY
FOR AID FOR EMERGENCY CARE AND HOUSING OF DOMESTIC ANIMALS
BETWEEN PIMA COUNTY AND PINAL COUNTY**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into pursuant to A.R.S. § 11-952 and 11-1013 by and between Pima County and Pinal County, bodies politic and corporate of the State of Arizona.

RECITALS

WHEREAS, each Party has the authority to provide care and shelter of abandoned and/or impounded animals pursuant to A.R.S. § 11-1013; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. 11-951 et seq.; and

WHEREAS, from time to time a Party may find itself unable to provide adequate care and housing for domestic animals in its custody, due to conditions which are believed to be beyond its control ("Emergency"), and may require the assistance of the other Party; and

WHEREAS, each of the Parties wish to assist the other when such Emergency occurs by providing such resources as are available and needed; and

WHEREAS, it is desirable that the manner of financing such cooperative undertakings be resolved in advance of such Emergency.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1.0 Purpose. This Agreement sets forth the procedures for the administration of the Mutual Aid. Emergencies may overwhelm the ability of either party to provide adequate care and housing of domestic animals. These Emergencies may require assistance in the form of personnel, equipment, services, supplies, and facilities from outside the area of the jurisdiction of the Party experiencing the Emergency. Through this agreement the Parties shall coordinate response activities and share resources during Emergencies.

2.0 Term/Effective Date. This Agreement is effective for five (5) years from July 1, 2021 through June 30, 2026. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

3.0 Scope of Services.

3.1 The scope of this Agreement is to (1) provide procedures to notify the other Party of the need for aid, (2) provide procedures for the responding Party to provide the aid requested, and (3) provide a mechanism for compensation of resources expended.

4.0 Definitions.

- 4.1 Authorized Designee means a Director, Manager, or other authorized person Responsible for operating a city's, county's, or town's official animal care facility.
- 4.2 Costs means the actual expenditures of funds by a Responding jurisdiction.
- 4.3 Domestic Animals means household pets, unclaimed animals and service animals excluding livestock.
- 4.4 Emergency means a county, city, or town's inability to provide adequate care or housing for domestic animals in their custody, due to conditions which are or are believed to be beyond the control of the services, personnel, equipment, and facilities of such political subdivision.
- 4.5 Governing Body means the body (e.g., board of supervisors, city council) elected to manage the affairs of the county, city, or town.
- 4.6 Period of Assistance means the period of time when a Responding Party assists a Requesting Party. The period commences when a Responding Party provides its services, personnel, equipment, and/or facilities to a Requesting Party in response to a request for assistance and ends when the Responding Party no longer provides its services, personnel, equipment, and/or facilities to a Requesting Party.
- 4.7 Requesting Party means a Party that requests assistance in accordance with the terms and conditions of this Agreement.
- 4.8 Responding Party means a Party that provides assistance to a request for assistance under the terms and conditions of this Agreement.

5.0 Procedures for Requesting Assistance.

- 5.1 Either Party may request assistance from the other Party. Prior to requesting assistance, the Requesting Party shall take into consideration the geographical proximity of other jurisdictions and specify the resources needed and the estimated period of assistance, if known, Requests for assistance should be submitted to the Authorized Designee.

6.0 Responding Party's Assessment of Availability of Resources and Ability to Render Assistance.

- 6.1 Upon Receipt of request for assistance, the Responding Party shall make every reasonable effort to provide the Requesting Party with assistance. The Responding Party shall only be obligated to provide assistance consistent with its own service needs at the time taking into consideration the Responding Party's existing commitments within its own jurisdiction. If a Responding Party agrees to provide assistance to a Requesting Party at the time of Emergency, the Responding Party is not obligated to continue to provide assistance during the Emergency if the Responding Party determines it no longer has the resources to assist and may withdraw its assistance at any time.

7.0 Authority for Request and Response.

7.1 The determination to request mutual aid, or to respond to a request for mutual aid, shall be made by the Authorized Designee. The Responding Party's Authorized Designee shall be the sole judge of the mutual aid it has available to furnish to the Requesting Party pursuant to this Agreement.

8.0 Reimbursement.

8.1 The Requesting Party shall reimburse the Responding Party after receipt of an itemized voucher documenting all Costs.

9.0 Effective Date.

9.1 This Intergovernmental Agreement shall become effective for each Party when adopted and executed by each Governing Body.

10.0 Term.

10.1 Except as otherwise provided in this Agreement, this Agreement shall expire on June 30, 2026. Any modification or time extension of this Agreement shall be by formal written amendment.

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 Non-Appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Pinal County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

13.0 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.

14.0 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 Pima County employees or between Pinal County. 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.

15.0 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 to

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.

16.0 Notice. Any notice required or permitted to be given under this IGA must be in writing and 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):

Pima County:

Pinal County:

17.0 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.

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

17.2 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.

18.0 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:

16.1 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 Insurance. Each party is aware of the other party's self-insured status and agrees to to satisfy financial responsibility associated with claims, including attorney fees outlined in section 22.0, above.

24.0 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.

25.0 Legal Arizona Workers Act.

25.1 The Parties hereby warrant that they will at all times during the term of this Contract comply with all federal immigration laws applicable to County employment of their employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each subcontractor who performs any work under this Contract likewise complies with the State and Federal Immigration Laws.

25.2 Each Party shall have the right at any time to inspect the books and records of the

other Party and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3 Any breach of either Party'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 the breaching party 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, the breaching party 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.

25.4 Each Party shall advise each subcontractor of the other Party'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.”

26.0 **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 Pima County Board of Supervisors, as attested to by the Clerk of the Board, and Pinal County has caused this Agreement to be executed by the Pinal County Board of Supervisors.

PIMA COUNTY:

PINAL COUNTY:

Chairman, Pima County Board of Supervisors Date

Chairman, Pinal County Board of Supervisors Date

ATTEST

ATTEST

Clerk of the Board Date

Clerk of the Board 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 Pinal County 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

Pinal County Attorney Date