

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN PINAL COUNTY, THE ARIZONA DEPARTMENT OF HOUSING,  
AND THE TOWN OF SUPERIOR  
FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES  
FOR THE TOWN OF SUPERIOR, ARIZONA**

This Agreement is made and entered into this 11th day of September, 2025, between Pinal County, a political subdivision of the State of Arizona ("Pinal"), the Arizona Department of Housing ("ADOH"), and the Town of Superior, a municipal corporation of the State of Arizona ("Superior").

**RECITALS**

**WHEREAS**, Superior has adopted the same uniform model codes as Pinal for building, mechanical, plumbing and electrical codes; and

**WHEREAS**, Superior desires to allow its code compliance program, with respect to construction projects within Pinal County limits (hereinafter referred to as "Projects") to be performed by trained and certified County personnel, and Pinal, through its Community Development Department, is able to provide such code compliance services to incorporated towns and cities pursuant to Pinal County Development Services Code Chapter 6 and A.R.S. §§ 11-863, *et seq.*; and

**WHEREAS**, Pinal and Superior are authorized, pursuant to A.R.S. § 11-952 to enter into intergovernmental agreements,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, Pinal and Superior agree as follows:

**1. Plans and Specifications/Construction.**

- a. For the incorporated area within Superior, Pinal agrees that it shall review plans and inspect construction to verify the builder's conformance with all applicable codes.
- b. To the extent permitted by law, Pinal agrees to perform requested construction inspections necessary to attain builder conformance with all applicable codes, plans and specifications. Certificates of Occupancy structures within Superior, where appropriate, shall be issued by Pinal.
- c. Pinal will monitor and enforce installation standards set forth in A.R.S. § 41-4004(A)(4) and any applicable Arizona Administrative Codes (A.A.C.) for the inspection of manufactured homes, factory-build buildings, and accessory structures as directed by the Arizona Department of Housing ("ADOH"). Superior acknowledges that Pinal has an agreement with ADOH to enforce these standards pursuant to an Intergovernmental Agreement entered into on May 2, 2023.
- d. Pinal shall refer any violations of applicable building codes to Superior's Code Enforcement Officer and Town Attorney consistent with Paragraph 8 herein.

**2. Prevailing Building Code.** To ensure uniformity and consistency of building plan review and inspection services, Superior has already adopted the 2018 versions of the international

codes as published by the International Code Council (i.e. building, mechanical, plumbing and ICC/NEC electrical). In the event of any conflict between Superior's code and Chapter 6 of the Pinal County Development Services Code, Pinal's code shall be applied during the inspection and when providing services pursuant to this Agreement.

3. **Building Code Exceptions - Swimming Pools.** Swimming pools, their location and required enclosures, shall be inspected in compliance with the International Pools and Spa Code 2018 Edition and the 2018 International Residential Code as amended.
4. **Fire Code Review.** Superior shall perform all Fire Code Ordinance review plans and inspect construction to verify the builder's conformance with all Fire Codes.
5. **Zoning Approval.** Prior to any building permit being issued by Pinal for the incorporated area within Superior limits, Superior shall provide a zoning clearance or a letter authorizing Pinal to process the building permit application.
6. **Records and Reports.** All inspection records and reports kept by or prepared by Pinal shall be made available to Superior during normal business hours within a reasonable timeframe following a written public records request from Superior.
7. **Compensation.** All permit and inspection fees will be paid directly to Pinal by the builders with no additional fees paid to Superior. Fees shall be based upon the Pinal County Building Permit Fee Schedule and the ADOH Fee Schedule under A.R.S. § 41-4010 and applicable A.A.C. rules. If, during the term of this Agreement or any amendment thereto, Pinal updates its Building Permit Fee Schedule, the updated fees will automatically apply to any services rendered under this Agreement after the fee update becomes effective.
8. **Enforcement and Appeals.** Superior retains the sole responsibility for enforcement of the building codes beyond the scope of plan review and construction inspection, which obligation expressly includes the enforcement of stop work orders and the implementation of any abatement action called for under the standard codes. Enforcement and prosecution of violations of Superior's building code ordinance shall be the responsibility of Superior's Code Enforcement Officer or Town Attorney. If Pinal becomes aware of any violations that impede Pinal's ability to perform its inspection services under this Agreement, Pinal shall notify Superior and Superior shall take all requisite enforcement actions. Pinal may, at its discretion, postpone and/or discontinue any further inspection services until any such violations have been fully addressed.
9. **Indemnification.** To the fullest extent permitted by law, each Party hereto (as "Indemnifying Party") shall defend, hold harmless, and indemnify the other Party, their agents, representatives, officers, directors, officials, and employees from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description arising or of, resulting from, or alleged to have resulted from the Indemnifying Party's performance of this Agreement. This duty to indemnify, defend, save and hold harmless shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, or employees' liability claims, damages, losses or expenses (including but not limited to attorneys' fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury, loss, impairment or destruction of money or other property including the loss of use resulting there from, caused by or contributed to, in

whole or in part, by any omission, fault, mistake, or negligent act, whether active or passive, of the Indemnifying Party, its employees, agents, representatives, any tier of that Party's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by the Party or its subcontractors or anyone for whose acts the Party or its subcontractors may be liable.

**10. Independent Contractor.** Pinal and Superior acknowledge that Pinal is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that any persons or agents it may employ is not an employee of Superior; and that neither this Agreement nor the administration thereof, shall operate to render or deem Pinal the agent or employee of Superior.

**11. Miscellaneous Provisions.**

- a. **Amendments.** The parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written mutual agreement by each party and that such amendments are to be integrated into this Agreement.
- b. **Applicable Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arizona.
- c. **Assignability.** This Agreement is non-assignable in whole or in part by either party hereto without the written consent of both parties.
- d. **Beneficiaries.** This Agreement shall inure solely to the benefit of Superior and Pinal, and shall create no rights in any other person or entity.
- e. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
- f. **Integration.** This Agreement contains the entire agreement between the parties, and no statement, promise or, inducement made by either part to the agency of either party that is not contained in this Agreement shall be valid or binding.
- g. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this Agreement, nor in any way affect this Agreement.
- h. **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 the other provisions hereof.
- i. **Termination of Agreement.** This Agreement shall automatically terminate without any further action by either Party effective August 27, 2030. In addition, this Agreement may be terminated by either party upon giving written notice to the other party of not less than sixty (60) days.

- j. **Notices.** All notices or demands required 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 in person or on the date deposited in the U.S. Mail addressed as follows:

County Manager  
Pinal County  
P. O. Box 827  
Florence, AZ 85132

Town Clerk  
Town of Superior  
199 North Lobb Avenue  
PO Box 218  
Superior, AZ 85173

- k. **Preparation of Agreement.** This Agreement has been prepared by the combined efforts of Pinal and Superior and is not to be construed against either party.
- l. **Recording.** This Agreement shall become effective upon the filing with the Office of the Pinal County Recorder.
- m. **Waiver.** Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.
- n. **Validity.** Should any challenge be brought to the validity of this Agreement or any parts thereof, Pinal and Superior agree to share equally in the costs associated with defending such litigation, including court costs and attorney's fees.
- o. **Venue.** The parties agree that the venue of any disputes arising out of this Agreement shall be in the Pinal County Superior Court.
- p. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or by fax will be effective.

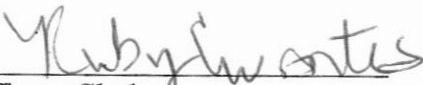
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first written above.

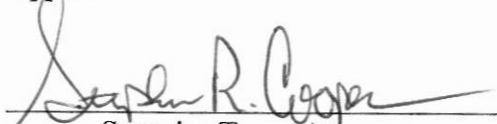
Town of Superior, a municipal  
Corporation of the State of Arizona

By:   
Town Mayor

Date: 9/11/2025

Attest:   
Town Clerk

Approved as to form:

  
Superior Town Attorney

Pinal County, political subdivision of  
the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

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

Attest: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

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