

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF EL MIRAGE AND THE CITY OF SURPRISE
FOR ANIMAL CONTROL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into between the City of El Mirage, an Arizona municipal corporation (“El Mirage”) and the City of Surprise (“Surprise”), (collectively, the “Parties”), effective as of the date of the last signature set forth below.

Pursuant to Arizona Revised Statutes (“A.R.S.”) Title 11, Chapter 7, Article 3, the Parties are authorized to enter into intergovernmental agreements with other governmental agencies, and the Mayor of each City or the City Manager is authorized and empowered by law to execute such agreements.

AGREEMENT

1. **Effective Date; Duration.** This Agreement shall become effective upon execution by both Parties. The initial term of this Agreement shall commence July 1, 2026 and continue through June 30, 2029.
 - 1.1 **Renewal.** This Agreement shall automatically renew for successive three-year terms beginning July 1, 2029, and every third year thereafter, provided El Mirage provides written notice to Surprise no later than May 30 preceding the renewal term confirming funding availability and its intent to continue the Agreement.
 - 1.2 **Annual Appropriation.** All obligations under this Agreement are subject to annual appropriation of funds by the governing bodies of the Parties.
2. **Purpose and Intent.** The purpose of this Agreement is to provide animal control services within the City of El Mirage, including the following:
 - Patrols in radio-equipped vehicles to locate stray animals and respond to animal nuisance, abandoned animal, neglected animal, and similar animal-control calls.
 - Routine animal-control response availability within El Mirage generally between the hours of 6:00 a.m. and 8:00 p.m., subject to staffing levels, emergency calls, and operational demands.
 - Surprise will endeavor to provide proactive patrol activities within El Mirage and shall report patrol activity in quarterly reports provided pursuant to this Agreement.
 - Assigned personnel shall prepare reports and citations as appropriate for violations of applicable animal-control laws and ordinances and shall appear in court as necessary.
 - Assigned personnel shall capture and transport animals, or coordinate transportation of animals, to appropriate holding or shelter facilities.

- When available, assigned personnel shall attend meetings and respond to public inquiries regarding animal-control services.
 - El Mirage may request the services of an Animal Control Officer outside normal service hours. Such requests shall be subject to staffing availability and compensation agreed upon in writing by the Parties prior to the provision of such services.
3. **Personnel.** The Chief of Police for Surprise shall have discretion to determine staffing levels necessary to provide the services contemplated by this Agreement. Surprise shall be responsible for hiring and training all Animal Control Officers hired under this Agreement. The Animal Control Officers shall remain employees of the City of Surprise shall be subject to all City of Surprise policies and regulations, and shall be under the direction and control of the Surprise Police Department.
4. **Costs.** In consideration of the services provided under this Agreement, El Mirage shall pay Surprise the following annual amounts:

Fiscal Year 2026 – 2027:	\$141,000
Fiscal Year 2027 – 2028:	\$146,000
Fiscal Year 2028 – 2029:	\$153,000

The foregoing amounts represent the agreed annual compensation for services provided under this Agreement and are subject to annual appropriation by El Mirage. The Parties shall meet annually, on or before March 15, to review service levels, operational needs, and anticipated costs for future renewal terms.

5. **Payment.** For each fiscal year, El Mirage shall pay the annual amount specified in Section 4 in four equal quarterly installments. The first installment shall be due no later than July 30 and the remaining installments shall be due on October 1, January 1, and April 1.
6. **Quarterly Reporting.** Within thirty (30) days after the end of each calendar quarter, Surprise shall provide El Mirage a report summarizing animal-control activities within El Mirage during the preceding calendar quarter. The report shall include, at a minimum:
- Number and type of calls received;
 - Number of calls responded to;
 - Patrol activity performed within El Mirage;
 - Citations and reports issued;
 - Animals captured, impounded, transported, or surrendered; and
 - Any other information reasonably requested by El Mirage relating to services provided under this Agreement.

7. **Service Expectation.** The intent of the Parties is that most animal control calls within the City of El Mirage will be handled by Surprise Animal Control Officers pursuant to this Agreement. However, this Agreement is not intended to provide and shall not be construed to require the Surprise Police Department to respond to every animal control call. In the event a Surprise Animal Control Officer is not available to respond to a call, such call will be handled by El Mirage.
8. **Hold Harmless and Indemnification.** The Parties acknowledge and agree that each Party will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
 - 8.1 **Mutual Indemnification.** Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
 - 8.2 **Comparative Fault and Contribution.** In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate, and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.
 - 8.3 **Employment Status.** The Parties further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.
9. **Insurance; Workers' Compensation.** The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party and assigned by the particular Party.
10. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any disagreement arising under this Agreement through discussions between designated staff representatives. If unresolved, the matter shall be elevated to the parties' respective Police Chiefs or department directors. If still unresolved, the matter shall be elevated to the City Managers for mutual resolution. Nothing herein shall prevent either Party from pursuing any remedy otherwise available under Arizona law.
11. **Termination.** Either Party may terminate this Agreement, for convenience or cause, upon one hundred eighty (180) days prior written notice to the other party.

12. **Notice.** Any notice required to be given under this Agreement will be provided by mail to:

To Surprise: City of Surprise
ATTN: Police Chief
14250 West Statler Plaza
Surprise, Arizona 85374

With copy to: City of Surprise
ATTN: City Attorney
16000 N. Civic Center
Surprise, Arizona 85374

To El Mirage: City of El Mirage
ATTN: City Manager
12145 N.W. Grand Avenue
El Mirage, Arizona 85335

With copies to: City of El Mirage
ATTN: Police Chief
14405 N. Palm Street
El Mirage, Arizona 85335

Pierce Coleman PLLC
17851 N. 85th Street, Suite 175
Scottsdale, Arizona 85255
ATTN: Justin S. Pierce

13. **Contract Administration.** For day-to-day administration of this Agreement, El Mirage designates its Deputy Director of Police Administration and Surprise designates its Animal Control Supervisor. Either Party may change its designated representative by written notice to the other Party. Routine operational communications may be conducted through the designated representatives.
14. **Conflict of Interest.** No member, official, or employee of any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Each Party warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than the costs set forth herein and normal costs of conducting business and costs of professional services.
15. **General Provisions.**
- 15.1 **Administrative Fees.** In no event shall either Party charge the other for any administrative fees for any work performed pursuant to this Agreement.

- 15.2 Non-Appropriation. If either Party fails to appropriate funds necessary to continue performance under this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds have been appropriated, upon written notice to the other Party. Neither Party shall incur liability for payments beyond amounts lawfully appropriated.
- 15.3 No Waiver of Rights. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default or of any such rights or remedies or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.
- 15.4 Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 15.5 Governing Law. This Agreement is to be governed by the laws of the State of Arizona.
- 15.6 Captions and Headings. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- 15.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 15.8 Supersession of Prior Agreements. This Agreement supersedes and replaces all prior intergovernmental agreements, amendments, renewals, extensions, and understandings between the Parties relating to animal control services within the City of El Mirage. Upon the Effective Date of this Agreement, all such prior agreements shall be of no further force or effect, except as to obligations that expressly survive termination or expiration.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

CITY OF EL MIRAGE,
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

By: _____

Jill A. Boltz, MMC, CPM, City Clerk

APPROVED AS TO FORM:

By: _____

Justin S. Pierce, City Attorney
Pierce Coleman PLLC

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

By: _____

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

By: _____

Jeffrey Murray
Surprise City Attorney

EXHIBIT A
EL MIRAGE ANIMAL CONTROL COST ANALYSIS