



Police Department
12401 W. Cinnabar Ave., El Mirage 85335
623-500-3000; Fax 623-500-3001
TDD 623-933-3258; www.elmirageaz.gov

March 1, 2023

Benny Pina, Police Chief
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, AZ 85374

Dear Chief Pina,

The purpose of this letter is to notify the Surprise Police Department that the El Mirage Police Department intends to continue the IGA Agreement between the City of Surprise and the City of El Mirage for Animal Control Services for FY23/24, the period of July 1, 2023, through June 30, 2024. In addition, the City Council did approve funding of \$117,002, for this period with authorization for quarterly payments to the City of Surprise.

The Agreement allows for automatic extension of the Agreement with written notice of the annual funding upon written notification to the City of Surprise, by May 30th of each year. We truly appreciate the professional Animal Control Services we receive from your staff and we look forward to another successful year.

If you have any questions, please call me at (623) 500-3007

Sincerely,

MICHAEL ASHLEY M.ED.
El Mirage Police Department
Deputy Director – Police Administration

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

This Intergovernmental Agreement (“Agreement”) is entered into this 5th day of FEBRUARY, 2013 (“the “Effective Date”) by and between the City of Surprise, Arizona (“Surprise”) and the City of El Mirage, Arizona (“El Mirage”). Surprise and El Mirage are herein jointly referred to as “the Parties”.

Pursuant to Arizona Revised Statutes (“A.R.S.”) Title 11, Chapter 7, Article 3, the City of Surprise and City of El Mirage are authorized to enter into intergovernmental agreements with other governmental agencies, and the Mayor of the 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 the execution of at least two (2) originals by the parties hereto, and upon one (1) original being filed with each of the respective City Clerks. The initial term of this Agreement shall be from the effective date through midnight on June 30, 2016, and shall automatically renew itself for three-year terms on July 1, 2016 and upon the first day of July of every third year thereafter if El Mirage provides Surprise written notice, no later than May 30, of funding availability for the following year.

2. **Purpose and Intent.** The City of El Mirage currently contracts with the County of Maricopa for animal control services. In an effort to provide timely services to its Police Department, El Mirage has requested Surprise to provide animal control services. The purpose of this Agreement shall be for the provision of:

- Regular patrols in a radio-equipped vehicle to locate stray animals, respond to barking dogs, animal nuisance and abandoned/neglected animal calls; such patrols shall include 14 hours of patrol time per week in addition to responding to calls.
- Assigned personnel will prepare and issue, as necessary, reports and/or citations for violations of El Mirage and state law animal control and

licensing codes, as well as testify when called upon to do so in accordance with court procedures.

- Assigned personnel will humanely capture animals as appropriate and transport or coordinate the transport of such animals to the temporary kennels in Surprise or to the Maricopa County Animal/Rabies Control facilities. This will be accomplished using equipment and practices that, consistent with employee safety, promote positive animal welfare.
- When available, assigned personnel will attend meetings and respond to questions and complaints about provided services or laws relating to the animal control function.

3. Personnel. The Chief of Police for the City of Surprise shall use his reasonable discretion to determine the number of Animal Control Officers to be hired at any given time, in order to properly provide the El Mirage Police Department services under this Agreement. Surprise shall be responsible for hiring and training all Animal Control Officers hired under this Agreement. The Animal Control Officers shall be employees of the City of Surprise and subject to all City of Surprise rules and regulations and are under the direction of the Surprise Police Department.

4. Costs. In consideration of the services described in Paragraph 2.0 of this Agreement, El Mirage shall pay Surprise all direct and indirect personnel, equipment, supply and contractual service costs to provide such services. Surprise shall be responsible for hiring and supervising all employees and obtaining and furnishing all necessary equipment, supplies and contractual services required to implement this Agreement. Said costs will be agreed upon by the Parties and will be \$65,000 annually beginning July 1, 2013 and continuing through June 30, 2014, unless otherwise agreed to in writing by the parties.

4.1 For subsequent years, as part of its annual budget process, El Mirage shall appropriate sufficient funds to cover the fee under this agreement. In order to plan for the fee, the parties will meet and agree to an updated fee for the following fiscal year on or before March 15th of the current fiscal year, beginning on or before March 15, 2014 for the fiscal year beginning July 1, 2014.

4.2 El Mirage has asked for and Surprise has agreed to attempt to make an Animal Control Officer available during off-duty hours. This service will only be provided upon request by El Mirage. Compensation for this service will be in addition to the compensation provided for in Sections 4 and 4.1. The cost of the compensated time is \$44.55 per

hour and compensated time shall include the actual time spent at the call plus one hour for travel time.

5. Payment. By July 15, 2013, El Mirage shall pay Surprise an amount equal to 25% of the total fee provided for in Section 4. Thereafter, El Mirage shall make the same 25% payment on the first day of every third month and shall also include any costs incurred in the three prior months pursuant to Section 4.2.

5.1 The fee is a good faith calculation of the costs necessary to provide the services covered by this agreement based upon all known and estimated data.

6. 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. In addition, it is the expectation of the Parties that Surprise Animal Control Officers will provide an average of at least 14 hours per week of patrol time within El Mirage city limits. 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.

7. Hold Harmless and Indemnification. Each Party agrees that it 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.

7.1 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.

7.2 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.

- 7.3 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.

8. Insurance. 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.

- 8.1 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.

9. Dispute Resolution. In the event of any dispute claim question or disagreement arising from or relating to this IGA or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute claim question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution that is satisfactory to both parties. If that fails, the Chief of Police of Surprise has the final authority to decide all disputes involving the operations pursuant to this agreement. In the event the Parties are unable to resolve a dispute, claim, question, or disagreement relating to an alleged breach of this Agreement, or involving liability to a third party or a party's obligation to indemnify the other party as a result of an event arising out of this Agreement, Surprise and El Mirage agree to submit such dispute to binding arbitration, pursuant to the rules of the American Arbitration Association. In the event of a dispute claim question or disagreement, each Party shall bear and be responsible for that Party's costs and attorney fees.

10. Termination. Either party may terminate this Agreement, for convenience or cause, upon one hundred eighty (180) days prior written notice to the other party.

11. 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
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 copy to: City of El Mirage
ATTN: Police Chief
14405 N. Palm Street
El Mirage, Arizona 85335

12. 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.

12.1 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.

13. General Provisions. In no event shall either Party charge the other for any administrative fees for any work performed pursuant to this Agreement.

13.1 The Parties and their respective Councils shall not unreasonably withhold appropriation authority to fund this Agreement. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Parties. However, in the event that a party fails to appropriate funds to effectuate this agreement, the Agreement shall immediately terminate.

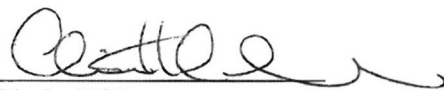
- 13.2 No member, official, or employee of any Party will be personally liable to the other Party, or any successor in interest, in the event of any default or breach by that Party or for any amount which may become due to another Party, or on any obligation under the terms of this Agreement.
- 13.3 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.
- 13.4 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.
- 13.5 Per A.R.S. § 35-391.06 and 35-393.06, the parties certify that they do not have scrutinized business operations in either Sudan or Iran.
- 13.6 A.R.S. § 41-4401 – The parties mutually warrant that they are in compliance with and further acknowledge that:
 - 13.6.1 They and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401 and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer;
 - 13.6.2 A breach of a warranty under subsection 15.6.1 above shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement;
 - 13.6.3 The parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 15.6.1. above, and that the contractor agrees to make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection.

- 13.6.4 Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.
- 13.7 The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- 13.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party, nor a signature line, shall be required in each counterpart. Except that on a counterpart being brought forward by a Party to its legislative body, or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

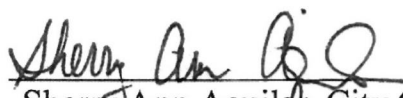
[End of Agreement. Signature page follows.]

IN WITNESS WHEREOF, THE Parties hereby subscribe their names this 22
day of January 2013.

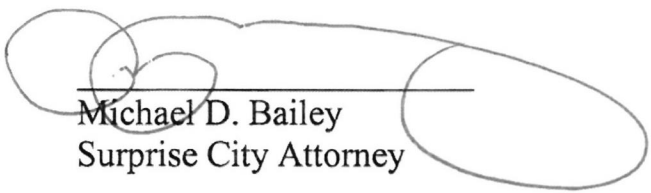
City of Surprise

By: 
Chris Hillman
City Manager

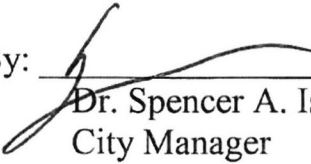
Date: Jan. 22, 2013

Attest: 
Sherry Ann Aguilar, City Clerk

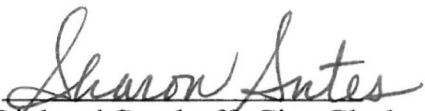
This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.


Michael D. Bailey
Surprise City Attorney

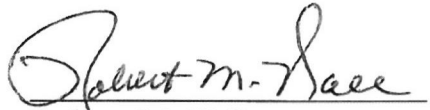
City of El Mirage

By: 
Dr. Spencer A. Isom
City Manager

Date: 2/5/13

Attest: 
~~Richard Saathoff, City Clerk~~
SHARON ANTES, ACTING CITY CLERK

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.


Robert M. Hall
El Mirage City Attorney

Direct FTE Calculation	Total Cost	Allocation	El Mirage Cost	Allocation Basis
Salary & Benefits (4 ACOs)	\$ 376,602	22%	\$ 82,853	Incident/Call Activity
Overtime	\$ 3,435	22%	\$ 756	Incident/Call Activity
Standby Pay	\$ 13,760	22%	\$ 3,027	Incident/Call Activity
Shift Differential	\$ 903	22%	\$ 199	Incident/Call Activity
Subtotal:			\$ 86,834	

Previous Analysis	Increase (Decrease)	% Increase (Decrease)
\$ 71,236	\$ 11,617	16%
\$ 1,150	\$ (394)	-34%
\$ 3,180	\$ (153)	-5%
\$ 174	\$ 25	14%
\$ 75,739	\$ 11,095	15%

Direct Non-Personnel Costs	Total Cost	Allocation	El Mirage Cost	Allocation Basis
Vehicle Replacement	\$ 24,840	22%	\$ 5,465	Incident/Call Activity
Fuel and Maintenance	\$ 28,931	22%	\$ 6,365	Incident/Call Activity
Equipment Replacement	\$ 7,088	22%	\$ 1,559	Incident/Call Activity
Cell Phone Service	\$ 3,200	22%	\$ 704	Incident/Call Activity
Maricopa County Service Agreement	\$ 21,841	22%	\$ 4,805	Incident/Call Activity
Subtotal:			\$ 18,898	

\$ 4,831	\$ 634	13%
\$ 5,094	\$ 1,271	25%
\$ 715	\$ 844	118%
\$ 627	\$ 77	12%
\$ 739	\$ 4,066	550%
\$ 12,005	\$ 6,893	57%

Indirect FTE Calculation	Total Cost	Allocation	El Mirage Cost	Allocation Basis
Supervision (1 Sergeant)	\$ 204,910	5.50%	\$ 11,270	Supervision and Incident/Call Activity
Subtotal:			\$ 11,270	

\$ 9,581	\$ 1,689	18%
\$ 9,581	\$ 1,689	18%

Total Costs Attributable to El Mirage	FY2024	\$ 117,002
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\$ 97,326	\$ 19,676	20%
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