

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY
AND
THE TOLTEC SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER SERVICES**

This Intergovernmental Agreement (“IGA”) is entered into this 20 day of November, 2023, by and between Pinal County, a political subdivision of the State of Arizona, on behalf of the Pinal County Sheriff’s Office (“PCSO”) and the Toltec School District #22, a School District pursuant to A.R.S. Title 15 (“District”), for the provision of School Resource Officer [“SRO”] Services. County and District are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, PCSO and District are authorized to enter into this IGA pursuant to A.R.S. §§ 11-951 *et seq.*; and

WHEREAS, District may place peace officers in its schools in accordance with A.R.S. § 15-154 and the District has received funds from the Arizona Department of Education for such purposes; and

WHEREAS, District is required by A.R.S. §§ 15-153, 15-341(A)(30), and 13-3411 to report to local law enforcement any crimes against persons or property and/or any incidents that potentially threaten the safety or security of pupils, teachers, administrators or other occupants of the school; and

WHEREAS, the Parties desire to efficiently utilize available resources in providing necessary SRO school safety Services and it is economically efficient for the Parties to provide/acquire these services on this basis; and

WHEREAS, the Parties desire to work in cooperation with one another to further the goals of the approved School Safety Program. PCSO and the District, through this IGA, will respectively assign a school resource officer (“SRO”) to the District to perform the services according to applicable laws, policies, and the terms of this IGA.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

I. PURPOSE AND INTENT

The purpose of this IGA is to set forth the responsibilities of the parties for the provision of SRO Services from PCSO to the District, and to address legal and administrative matters among the parties.

II. SCOPE OF SERVICES

The SRO assigned under this IGA will be selected by PCSO, subject to District’s approval, and will be assigned to the Toltec Elementary School campus.

Generally, the roles and responsibilities of all entities shall be those established by the Arizona Department of Education in the School Safety Program Guidance Manual (attached hereto as **Exhibit ‘A’**). Under the direction of PCSO and in cooperation with District administration, the

SRO will perform community-policing functions, enforce applicable law, investigate violations of law and/or known/alleged threats to public safety, respond to emergencies, perform public safety services, and provide public-safety-related education. According to applicable training, experience, and PCSO direction, the SRO will endeavor to: **1)** Assist the school staff with public-safety and community policing related classroom instruction; **2)** Make both formal and informal contacts with the students. Efforts will also be made to include the SRO as club sponsor, coach and organizer of alternative activities; **3)** Assist in developing programs to address truancy, identify students who may be under the influence of alcohol or other substances, and deter weapons or potential weapons on campus; **4)** Help instill a sense of security and self-esteem in students; **5)** Relate with students as a role model in order to foster trust between youth and law enforcement; **6)** Assist in the development of an evaluation component to assess the effectiveness of the School Safety Program, as applicable; and **7)** Fulfill his/her duties as a sworn law enforcement officer for the State of Arizona.

District, site or school staff shall not interfere with the peace officer duties of the SRO. PCSO and District will discuss SRO performance, goals and objectives at least once per school year.

III. TERM, TERMINATION AND RENEWAL

- A.** This IGA shall become effective on the 1st day of July, 2023 and shall terminate on the 30th day of June, 2024.
- B.** Either Party to this IGA may request a renewal of this IGA, for subsequent 1-year term(s) by providing advance notice not less than sixty (60) days' prior to the termination date, as set forth in **Section X.A** below. Any renewal of this IGA must be via a written mutually agreed upon and signed Amendment to this IGA.
- C.** Either Party may terminate this IGA by providing sixty (60) days advance written notice of termination to the other Party as set forth in **Section X.A** below.

IV. ACTIONS BY THE PARTIES

A. Under this IGA PCSO will:

- 1.** Assign an AZPOST certified peace officer (Sheriff's Deputy) to perform the SRO services described in this IGA. For the duration of this IGA, the SRO shall be assigned to SRO duties full-time, except if/when emergency and necessity temporarily require otherwise. In the event of any such emergency/necessity circumstances, PCSO shall notify District as soon as operationally possible.
- 2.** PCSO shall furnish the SRO's uniforms and equipment according to PCSO's judgment and discretion. This shall not preclude PCSO and District from mutually agreeing that District may provide certain pieces of attire or equipment.
- 3.** Create, maintain and/or remit records based upon applicable laws, regulations, and policies governing PCSO records.
- 4.** Provide copies of attendant reports and/or other supporting documentation to District as required and/or authorized by law. The District acknowledges and agrees that the availability of investigative records may vary depending on the circumstances of each investigation.

B. Under this IGA District will:

- 1.** Cooperate with PCSO on matters necessary to effectuate the purpose and intent of this IGA, including, but not limited to: facilitating access to locations, scenes, records, information and persons as required and/or authorized by law.

2. Provide and maintain appropriate office space and administrative equipment and materials and any necessary school-communications equipment for SRO's use in the performance of the SRO's duties and services.
 3. Provide copies of attendant reports and/or other supporting documentation to PCSO as required and/or authorized by law.
 4. Pay the Salary and EREs of the assigned SRO, totaling up to \$107,866.16.
 5. District acknowledges and agrees that the SRO and PCSO will provide and perform SRO Services according to applicable Arizona laws and regulations and PCSO Policies.
- C. Grant/Fund Reporting. To the extent necessary to fulfill attendant grant/funding compliance obligations, the Parties agree to cooperate in collecting, recording and reporting data and information.

V. 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 IGA. Except as provided in **Section 4.B.4** above, 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 IGA, and each Party agrees to hold the other Party harmless from any liability thereof/therefrom.

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

Except as otherwise provided in this IGA, 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 IGA 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.

VI. RECORDS

Each Party acknowledges and agrees that the other Party shall respectively administer records in its possession according to applicable laws, regulations, rules and policies.

VII. OPEN COMMUNICATIONS

PCSO and District shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Section X.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this IGA. Parties shall maintain open communication regarding needs arising out of the IGA.

VIII. 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 IGA.

IX. INDEMNIFICATION

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

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 IGA 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 governmental parties to this IGA that are the subject of the Claim or Claims shall cooperate to the maximum extent possible.

X. STANDARD TERMS

A. Notices. All notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

If to District: Superintendent
Toltec Elementary School District
3315 N. Toltec Rd.
Eloy, AZ 85131
(520) 466-2360

If to PCSO: Chief Deputy
Pinal County Sheriff's Office
971 Jason Lopez Cir., Bldg. C
Florence, Arizona 85132
(520) 866-5159

B. Dual Representation Acknowledgement and Waiver. The parties have been advised of and are aware that the Pinal County Attorney's Office represents both PCSO and the District and have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's office dual representation.

C. Modification. This IGA shall not be modified or extended, except by a mutually signed written agreement.

D. 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 IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA 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 IGA confers any right to any person or entity not a party to this IGA.

E. Governing Law and Venue. To the maximum extent possible, terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this IGA shall be brought in an Arizona court in Pinal County.

F. Interparty Dispute Resolution. If a dispute between the Parties arises out of or relates to this IGA, 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. If mediation fails, any claim or action arising out of this IGA shall be brought in the Pinal County Superior Court in Florence, Arizona.

- G. Non-assignment.** This IGA has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this IGA, 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.
- H. Entire IGA.** This IGA 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 IGA shall be valid unless made in writing and signed by the Parties.
- I. Severability.** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- J. 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 IGA.
- K. Other Duties Imposed by Law.** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- L. Compliance with Laws and Policies.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- M. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022E. For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees
- N. 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 Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. 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.
- O. 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 federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this IGA to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

- P. No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA 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.
- Q. No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- R. Headings.** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- S. Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- T. Uncontrollable Events.** No Party shall be considered to be in default of this IGA 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.
- U. Counterparts.** This IGA 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.

(signatures on following page)

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

For PCSO:

By: _____
Chair, Pinal County Board of Supervisors

Date

ATTEST:

By: _____
Clerk of the Pinal County BOS

Date

Approved as to form:

By: _____

Print Name
Deputy County Attorney


For DISTRICT:

By: 
Mark Lindgren

Print Name
President, TESD Governing Board
11/20/2023

Date

ATTEST:

Steve Cortright 
Clerk of the TESD Governing Board

11/20/2023

Date

Approved as to form:

By: _____

Print Name
Deputy County Attorney