INTERGOVERNMENTAL AGREEMENT REGARDING CANINE TRAINING

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety ("DPS") and the Pinal County Sheriff's Office ("Agency").

The purpose of the IGA is to permit certified peace officers from Agency to participate in or receive Police Service Canine (PSC) training sponsored or conducted by the DPS.

The DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §§ 41-1713(8)(3) and 11-952. Agency represents and warrants that it has the power and authority to enter into and perform this IGA.

The parties to this IGA hereby agree to the following terms and conditions.

I. PARTICIPATION

A. Training

The DPS agrees to permit Agency's sworn officers to attend, participate in, and/or receive PSC training and facilitated certification processes as provided by the DPS. Training under this IGA includes, but is not limited to, PSC narcotics and explosive detection schools, PSC patrol, SWAT, and Tactical training, PSC tracking schools, other specialty PSC and/or handler instructor schools, weekly in-service training as it relates to the PSC, handler/canine evaluation and/or PSC corrective action training, or PSC competitive events.

The DPS has the sole discretion in determining who may or may not participate in DPS provided PSC training and certification processes. Nothing in this IGA requires the DPS, to host PSC training or provide seats in any PSC training class to the other party.

B. Training Records

The DPS will provide available original training records for the Agency's personnel, PSC and/or PSC team upon successful completion of any training schools or certifications processes, or the termination of Agency's personnel, PSC and/or PSC team from any training, training schools or certification processes. The DPS and/or its instructors will not generate weekly training documentation for Agency's personnel. PSC weekly training documentation will be the sole responsibility of the Agency's personnel. PSC certification documentation will be provided to the certifying Agency through the certifying company or association.

The DPS will preserve, and destroy records of lesson plans, class rosters, and other documentation common to the training class according to DPS's established records retention and disposal schedules and the retention schedules established by

the Arizona State Library, Archives and Public Records.

C. Equipment and Assistance with Training

The DPS shall specify, to the best of its ability, the equipment and materials that the Agency must provide to its personnel, or that the personnel must have, in order to participate in any particular PSC training or certification. The Agency's participating personnel must have the required equipment as a condition of participation in the PSC training program and/or certification program.

Upon reasonable request, the Agency agrees and shall allow the Agency's personnel to provide PSC training assistance *(e.g.,* agitator, role player, etc.) equipment, and other logistics *(e.g.,* bite suits, facilities, vehicles, etc.) during any DPS-provided PSC training and/or certification events, and for other DPS participating personnel and other participating personnel during PSC training and certification events.

D. Public Service Canine Records

The health and safety of all PSCs in training provided by the DPS is a priority. The Agency shall ensure any PSC participating in the DPS training is current on all required vaccines (e.g., Rabies, Parvovirus, Parainfluenza, Distemper, Bordetella, etc.), and shall provide proof of such vaccinations. The Agency shall provide proof that the PSC has received a physical examination from a licensed veterinarian confirming the PSC is healthy to participate in activities commonly associated with the PSC patrol, detection or other PSC training. The Agency shall also certify that it has made reasonable efforts to determine that the PSC has no other known health problems, canine diseases, chronic physical conditions, and/or injuries that would prevent the Agency's PSC from participating in the training.

E. Skill Performance and Academic Standards

Both parties' participants shall be subject to the same performance, ethical and academic standards for the purposes of PSC training. The DPS reserves the right, in its sole discretion, to determine whether the Agency's personnel participating in the DPS-provided PSC training are maintaining the minimum requirements necessary to continue in the PSC training. The DPS may, in its sole discretion, and after advising the Agency, remove the Agency's personnel from the PSC training for failure to abide by the academic, performance, ethical, or other disciplinary standards applicable and set forth to the PSC training participants.

In the event that an Agency's participant is suspected of having engaged in misconduct while in PSC training being conducted by the DPS, the DPS shall report the suspected misconduct to the other Agency as soon as practicable. The Agency will be responsible for conducting any appropriate investigation and taking any corrective action or discipline.

DPS has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for PSC training; (2) the PSC training schedule and hours; (3) decisions about whether the Agency's personnel should remain in the training; and
(4) the implementation and execution of policies and procedures applicable to the PSC training.

The parties understand and agree that the DPS will design the curriculum for PSC training programs to satisfy the DPS standards, certifying agency standards, and national standards as they may relate to the PSC.

The DPS will regularly communicate with the Agency on issues that may affect the ability of the Agency's participating personnel to successfully complete the PSC training and certification programs, including, but not limited to PSC/handler trainability issues, PSC performance, academics, discipline, and requirements for PSC team certifications. The DPS will advise the Agency, as soon as possible, when it appears the Agency's personnel may be subject to being removed from the DPS's PSC training program.

II. 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 bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

III. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

IV. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022(0), for the purposes of Worker's Compensation coverage, Agency's employees covered by the IGA shall be deemed to be employees of both agencies. Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during or resulting from Agency's employees' participation under this IGA.

V. LIMITATIONS

This IGA in no way restricts either party from participating in similar activities with other

public or private agencies, organizations, and individuals. Nothing in this IGA shall be construed as limiting or expanding the statutory responsibilities of the parties.

VI. AVAILABILITY OF FUNDS

Every obligation of the parties under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the IGA, the IGA may be terminated by parties at the end of the period for which funds are available. No liability shall accrue to parties. And the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VII. CANCELLATION

All parties are hereby put on notice that this agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. § 38-511.

VIII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party.

IX. EFFECTIVE DATE/DURATION

This IGA shall become effective upon the date the last signature is obtained and shall remain in effect for a period of five (5) years or until the agreement is terminated by either party pursuant to paragraph VIII.

Any notice required to be given under the IGA will be provided by mail to:

Criminal Investigations Division
Arizona Department of Public Safety
P.O. Box 6638
Phoenix, Arizona 85005-6638

Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N Jason Lopez Circle
Florence, AZ 85132

X. NON-DISCRIMINATION

The parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

XI. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

PINAL COUNTY

By:_____
Pinal County Board of Supervisors

Date:_____

STATE OF ARIZONA

BY: _____
Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

DATE: _____

APPROVED AS TO FORM

_____
Assistant Attorney General

AGENCY

BY: _____
Sheriff Mark Lamb
Pinal County Sheriff's Office

DATE: _____

APPROVED AS TO FORM

_____
County Attorney