

INTERGOVERNMENTAL AGREEMENT REGARDING CANINE TRAINING

This Intergovernmental Agreement (IGA) is made and entered into this 19th day of March, 2025 by and between Pinal County, a political subdivision of the State of Arizona (COUNTY), on behalf of the Pinal County Sheriff's Office (PCSO) and the Town of Florence (TOWN), a municipal corporation of the State of Arizona, on behalf of the Florence Police Department (FPD) for participation in canine training. County and Town may also be referred to herein after as "Party" individually and "Parties" collectively.

RECITALS

WHEREAS, A.R.S. §§ 11-952, *et seq.* authorizes public agencies to enter into intergovernmental agreements for the provisions of services or for cooperative action; and

WHEREAS, the FPD desires to receive canine training and PCSO able and willing to provide canine training; and

WHEREAS, the utilization of trained canines by law enforcement provides a useful service to the community;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

- I. **Purpose.** The purpose of the IGA is to permit certified peace officers from PCSO and FPD to participate in or receive Police Service Canine (PSC) training sponsored or conducted by PCSO.
- II. **Duration and Termination.** This IGA shall be in duration for a period of five years from the date of signature by the Parties. Either Party to the agreement may terminate its participation in the agreement by giving the other Party 30-days' written notice of its intent to terminate participation.
- III. **Training Terms.** The participating FPD K-9 unit will attend training with the PCSO K-9 unit on a weekly basis to ensure compliance with standards for deployments and certifications. The handler and K-9 will strive to conduct in service training to include the following:
 - Patrol training of four hours per week;
 - Narcotic Odor Detection training of four hours per week;
 - Individual handler training should be conducted throughout the team's workweek as time allows.
- III. **Control and Supervision.** All in service training will be developed, coordinated and conducted by the PCSO K9 Unit Trainer. The Parties shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the canine training.

At all times throughout the duration of this Agreement, PCSO shall have sole supervisory authority over PCSO personnel. Likewise, FPD shall have sole supervisory authority over TOWN personnel.
- IV. **Auditing and Certification.** All K-9 teams will be audited / certified at least bi-annually with National Canine Audit Tracking System (NCATS) to document that performance standards are being and will refer to the NCATS website for a complete list. K-9 teams whose certifications have lapsed beyond sixty (60) days as a result of failure(s) to meet standards will need to consult with their department to allocate time for further remedial training until recertification has been achieved, or decertification/retirement disposition has been decided based on the performance of the K-9.
- V. **Training Records.** PCSO will provide available original training records for FPD personnel, K-9 and/or K-9 team upon successful completion of any training schools or certifications processes, or the termination of Agency's personnel, K-9 and/or K-9 team from any training, training schools or certification processes. K-9 certification documentation will be provided to FPD through the certifying company or association.

FPD will maintain up to date and accurate records of all training conducted with K-9. This will release the PCSO from any responsibility and/or liability regarding such training records. All training records at this time are being conducted through the Pack Track K-9 training application. FPD will utilize this application for record keeping.

VI. Canine Records. FPD shall ensure any K-9 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. FPD shall provide proof that the K-9 has received a physical examination from a licensed veterinarian confirming the K-9 is healthy to participate in activities commonly associated with the K-9 patrol, detection or other K-9 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 K-9 from participating in the training.

VII. Equipment and Finances. Each Party will assure that its participating members are supplied with or issued the equipment needed for canine training.

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 and incidental, or on an emergency basis.

Each Party agrees to pay the salary, employee related expenses, overtime, equipment, transportation and other expenses required for its employee's participation in the canine training.

VI. 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.

VII. Indemnification and Joint Defense.

A. 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 expeditiously meet to agree upon a common and mutual defense pursuant to **Subsection (B)** below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("**MOU**") between the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

C. The obligations under this Section shall survive the termination and/or expiration of this IGA.

VIII. General Terms

A. NOTICES: Any notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Town: Chief of Police
Police Department
PO Box 2670
Florence, AZ 85132

If to County: Chief Deputy
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

- B. RELATIONSHIP OF THE PARTIES: Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, 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 Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement 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 Agreement confers any right to any person or entity not a party to this Agreement.
- C. WAIVER OF TERMS AND CONDITIONS: The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- D. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- E. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, 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.
- F. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- G. 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 Agreement.
- H. OTHER DUTIES IMPOSED BY LAW: Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- I. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), [Arizona Executive Order 2009-09](#), [Arizona Executive Order 2023-01](#) and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- J. 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). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. 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 Agreement 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.
- K. ISRAEL BOYCOTT: To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. §§ 35-393 *et seq.*, each party is not currently engaged in, and for the duration of this agreement will not engage in, a boycott of Israel.
- L. INTERPARTY DISPUTE RESOLUTION: If a dispute between the Parties arises out of or relates to this Agreement, 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 Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION: Each Party shall comply with the notice of A.R.S. § 23-1022(E). 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. 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 Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement 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.
- P. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. HEADINGS: The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. MODIFICATION: This Agreement shall not be modified or extended except by a mutually signed written agreement.
- S. ENTIRE AGREEMENT: This Agreement, including by this reference the PCSO SWAT Standard Operating Manual constitutes the entire agreement between PCSO and each Department, and may not be modified except by written addendum.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this IGA by signing their names on the day and date first written above.

For Pinal County:

By: _____
Chair, Pinal County Board of
Supervisors

Date

Attest:

Clerk of the Board

Date

Approve:

By:  _____
Pinal County Sheriff

Approve pursuant to A.R.S. § 11-952(D):

Deputy County Attorney

For Town of Florence:

By:  _____
Mayor
Title

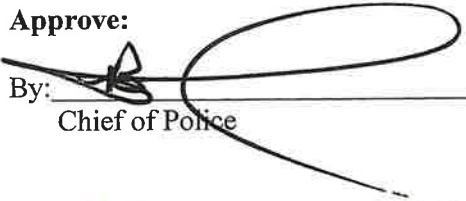
Date

Attest:

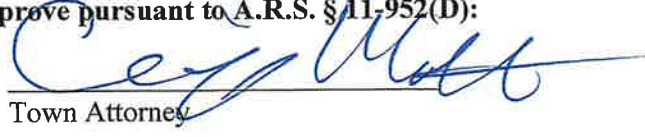
 _____
Town Clerk

Date

Approve:

By:  _____
Chief of Police

Approve pursuant to A.R.S. § 11-952(D):

 _____
Town Attorney