

HIGH COUNTRY TRAINING ACADEMY INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this 17th day of AUGUST, **2022** by and between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**, an Arizona community college district, with offices at 2800 South Lone Tree Road, Flagstaff, Arizona ("College"), and the **CITY OF FLAGSTAFF** (hereafter "City"), **COCONINO COUNTY** (hereafter "County"), and the **ARIZONA BOARD OF REGENTS** ("ABOR") for and on behalf of **NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU") is to permit the Parties to participate in intergovernmental agreements for cooperative law enforcement training pursuant to A.R.S. 11-952 and 41-2632. The City, County and NAU may hereinafter be referred to as Partners.

RECITALS:

- A. College and Partners each desire to engage in training and education of law enforcement agency recruits to certify recruits as peace officers through Arizona POST through the operation of the High Country Training Academy; and
- B. Partners wish to use College's facilities and equipment for training, continued and on-going training, and education of Arizona POST Certified Police Officers for the High Country Training Academy;
- C. Partners are willing to make Arizona POST Certified instructors and appropriately qualified staff available to the College for training and education purposes, subject to the terms and conditions set forth in this Agreement; and
- D. College is willing to make classroom space and equipment available to Partners for training, continued and on-going training, and education purposes, subject to the terms and conditions set forth in this Agreement; and
- E. College and Partners are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952 and 41-2632.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. Partners Obligations.

Partners agrees as follows:

- 1.1. The Partners shall make Arizona POST Certified Instructors and appropriately qualified staff available to the College, for educational and training purposes, subject to the provisions of this Agreement.
- 1.2. Recruit Training Officers (RTOs). Partners agree to provide RTOs as needed to maintain an appropriate RTO to recruit ratio.
- 1.3. Academy Commander. The Partners will appoint an Academy Commander as a point of contact for College and to coordinate the High Country Training Academy.
- 1.4. College's Policies and Procedures. Partners agree to abide by and enforce College's

policies and procedures when Partners use College classroom space, facilities, and equipment. Partners shall cooperate with the College in addressing policy and procedure violations by agency recruits participating in the High Country Training Academy.

1.5. Partners agree to pay tuition and fees for their recruits participating in the High Country Training Academy.

1.6. Insurance. Partners agree to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by Partner staff or recruits.

2. College's Obligations

College agrees as follows

2.1. Classroom Space on Lone Tree Campus. College shall provide classroom and office space on the College's Lone Tree Road Campus for Arizona POST Certified Training in the High Country Training Academy.

2.2. Insurance. College agrees to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by College staff or students.

2.3. Staffing. College agrees to provide adequate staffing to operate the High Country Training Academy.

3. Mutual Obligations of the Parties.

3.1. User Group. The Parties shall maintain a user group, to include the Coconino Community College president (or their designee), the chiefs of the Flagstaff and Northern Arizona University Police Departments (or their designees), and the Coconino County Sheriff (or their designee), that meets regularly to monitor the operations of the High Country Training Academy.

3.2. Certification by AZ POST. The Parties agree to maintain the requirements for certification by the AZ POST Board.

3.3. Cost Sharing. The User Group shall determine the cost of enrolling recruits and the in-kind contributions of each Party annually and shall agree to these costs through an annual addendum signed by a designee of each party.

3.4. Information Sharing. The Parties agree to share staff and recruit information necessary to support Academy operations and the needs of sponsoring agencies in keeping with FERPA (20 USC §1232g).

3.5. Partner Agency Training. Partner agencies may schedule agency-specific training using the College's High Country Training Academy facilities as mutually agreed upon by the Parties.

3.6. Employees of Parties.

3.6.1. Operations, Supervision, and Employment-Related Expenses. Each Party agrees to be responsible for the conduct of its operations, the performance of obligations under this Agreement, and the actions of its own personnel while performing services under this Agreement. Each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation, and disability and other benefits.

3.6.2. Worker's Compensation. The Parties agree that this Agreement does not create or effect an intergovernmental joint operation, co-employment, or employment-employee arrangement. Nonetheless, the Parties further agree to comply with the requirements of Arizona's worker's compensation statute, Arizona Revised Statutes, Title 23, Chapter 6, including the provisions of A.R.S. § 23-1022(D)-(E) regarding intergovernmental agreements and notice to employees.

3.7. Facility Use Only. The Parties agree that this Agreement is limited to the express purposes and uses set forth in this Agreement and does not imply or establish any joint educational or instructional classes or programs, nor imply or establish any dual enrollment or dual credit classes or programs.

3.8. Risk to Health or Safety. If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present an unreasonable risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within forty-eight (48) hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

3.9. Confidential Records. The Parties do not anticipate sharing confidential records of any nature by either Party with the other Party. Nonetheless, the Parties agree that all student records shall be kept confidential and may be shared only in accordance with the Family Education Rights and Privacy Act (20 U.S.C. §1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the applicable portions of the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 104-191) ("HIPAA"), and applicable state laws and College policies controlling the disclosure of personally identifiable information from a student's education records. Partners acknowledge and agrees that this extends to Partner employees who are also employed by College in an instructional capacity.

3.10. Disposition of Property. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, any equipment furnished or purchased by College for use in drills, training exercises, or classes shall be retained by College. Upon termination of this Agreement, any equipment furnished or purchased by City for use while utilizing College's classroom space and facilities shall be retained by City.

4. Effective Date and Term.

4.1 Effective Date. This Agreement will become effective for each PARTY after approval by its governing body (the "Effective Date").

4.2 Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five years, unless extended or terminated by action of the PARTIES.

5. Termination and Renewal

5.1. Either Party may terminate this Agreement immediately upon written notice if the other Party defaults in any obligation imposed on it under this Agreement and does not cure any such default within twenty (20) days after receipt of written notice from the Party not in default.

5.2. This Agreement may be terminated by either Party without cause upon one hundred eighty (180) days' written notice.

5.3. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the PARTIES.

6. Conflict of Interest

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Section 38-511 of the Arizona Revised Statutes.

7. Compliance with All Laws

Each PARTY shall comply with all federal, state, and local laws, rules and regulations.

8. Notices

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this section:

If to the City:
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the College:
Coconino Community College
2800 S. Lone Tree Road
Flagstaff, Arizona 86005

If to the County:
Coconino County
219 East Cherry Avenue
Flagstaff, Arizona 86001

If to NAU:
Northern Arizona University
1900 S Knoles Dr.
Flagstaff, Arizona 86011

9. Indemnification.

Each PARTY to this Agreement shall indemnify, defend and hold harmless the other PARTIES, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying PARTY or PARTIES, provided however, nothing herein shall be construed to expand the liability of any PARTY or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its PARTIES.

10. Liability Insurance

Each PARTY shall bear the risk of its own actions and shall determine for itself an appropriate level of liability insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a PARTY.

11. Severability.

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

12. Non-Assignability.

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

13. Non-Appropriation.

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement

14. No Third Party Beneficiaries.

The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

15. Records and Retention Requirements.

The Parties shall retain all records related to this Agreement, and each party shall have the right to inspect all records of the other party pertaining to the Agreement. The Parties shall retain all records related to this Agreement for a period of time consistent with each Party's records retention policy. This record retention requirement shall remain in effect following expiration of this Agreement.

16. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

17. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

18. Compliance with Non-Discrimination Laws.

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

Name: Jose Luis Cruz Rivera
Title: President
Date: _____

CITY OF FLAGSTAFF

Name: Paul Ducey
Title: Mayor
Date: _____

REPRESENTING CITY OF FLAGSTAFF:

The undersigned counsel for the City of Flagstaff has reviewed the Agreement and determined that the Agreement is in proper form.

Signature: _____
Name: _____
Title: _____
Date: _____

COCONINO COUNTY

Name: Patrice Horstman
Title: Chairman, Board of Supervisors
Date: _____

REPRESENTING COCONINO COUNTY:

The undersigned counsel for the Coconino County has reviewed the Agreement and determined that the Agreement is in proper form.

Name:
Title:
Date: _____

COCONINO COMMUNITY COLLEGE

Name: Dr. Christal Albrecht
Title: Interim President
Date: _____

REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:
The undersigned counsel for the Coconino County Community College District has reviewed the Agreement and determined that the Agreement is in proper form.

Name:
Title:
Date: _____

