

**HIGH COUNTRY TRAINING ACADEMY  
INTERGOVERNMENTAL AGREEMENT**

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this 1st day of **September, 2022** by and between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**, an Arizona community college district, with offices at 2800 South Lone Tree Road, Flagstaff, Arizona (hereafter "College"), and the **CITY OF FLAGSTAFF** (hereafter "City"), **COCONINO COUNTY** (hereafter "County"), and the **ARIZONA BOARD OF REGENTS** (hereafter "ABOR") for and on behalf of **NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU") (Collectively the "Parties") is to permit the authorized Parties to participate in intergovernmental agreements for cooperative law enforcement training pursuant to Arizona Revised Statutes (hereafter "A.R.S.") §§ 11-952 and 41-2631 et seq. The City, County and NAU may hereinafter be collectively 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 Peace Officer Standards and Training Board ("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; and
- 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 41-2631 et seq.

**NOW, THEREFORE**, pursuant to A.R.S. § 11-952, authorizing agreements for joint exercise of authority among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1. Purpose.**

College and Partners desire to enter into an agreement to define duties, responsibilities and obligations of all parties involved in an effort to establish training and education in certifying law enforcement recruits through Arizona POST in the operation of the High Country Training Academy.

## **2. Financial Provisions.**

The Parties to this Agreement have addressed financial terms for 2022-2023 in a cost sharing agreement hereafter, **ADDENDUM 1**. The Parties will continue to address financial terms in a separate instrument each year this Agreement is in effect.

## **3. Partners Obligations.**

Partners agree as follows:

- 3.1. Instructors and Staff. 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.
- 3.2. Recruit Training Officers (RTOs). Partners agree to provide RTOs as needed to maintain an appropriate RTO to recruit ratio.
- 3.3. Academy Commander. The Partners will appoint an Academy Commander as a point of contact for College and to coordinate the High Country Training Academy.
- 3.4. 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. College will review its weapons policy and inform Partners of appropriate use of firearms by recruits.
- 3.5. Tuition and Fees. Partners agree to pay tuition and fees for their recruits participating in the High Country Training Academy.
- 3.6. Insurance. Partners agree to maintain sufficient liability and workers' compensation insurance to cover any injuries sustained by Partner staff or recruits.
- 3.7. Additional Responsibilities. See **ADDENDUM 1** of the 2022-2023 Cost Sharing Agreement.

## **4. College's Obligations.**

College agrees as follows:

- 4.1. 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.
- 4.2. Insurance. College agrees to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by College staff or students.

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

4.4. Additional Responsibilities. See **ADDENDUM 1** of the 2022-2023 Cost Sharing Agreement.

## **5. Mutual Obligations of the Parties.**

5.1. 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.

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

5.3. 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. For 2022-2023, see **ADDENDUM 1**.

5.4. 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).

5.5. 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.

5.6. Employees of Parties.

5.6.1. 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.

5.6.2. Workers' 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 workers' 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.

5.7. 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.

5.8. Risk to Health or Safety. If a 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.

5.9. Confidential Records. The Parties do not anticipate sharing confidential records of any nature by any Party with the other Parties. 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, College and NAU 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.

5.10. 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 a Partner Party for use while utilizing College's classroom space and facilities shall be retained by the Party that purchased the equipment.

## 6. 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 (5) years, unless renewed or terminated by action of the PARTIES as noted below.

## 7. Termination and Renewal.

7.1. Termination. Any Party may terminate this Agreement immediately upon written notice if another 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 a Party not in default.

7.2. This Agreement may be terminated by any Party without cause upon one hundred eighty (180) days' written notice to the other Parties.

7.3. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the Parties through an addendum signed by the Parties.

## **8. Conflict of Interest.**

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511.

## **9. Compliance with All Laws.**

Each Party shall comply with all federal, state, and local laws applicable to its organization, and rules and regulations.

## **10. 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 by certified mail, return receipt requested, postage prepaid, 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 Police  
Department  
545 E. Pine Knoll Dr., Building  
98A, PO Box 5602  
Flagstaff, Arizona 86011

With copy to:  
NAU Contracts, Purchasing  
and Risk Management  
545 E. Pine Knoll Dr., Building  
98B, PO Box 4124  
Flagstaff, AZ 86011

## **11. 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.

## **12. 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.

## **13. 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.

## **14. Non-Assignability.**

No Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Parties.

## **15. 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.

## **16. 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.

## **17. 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 Parties pertaining to the Agreement. The Parties shall retain all records related to this Agreement for a minimum of five (5) years following completion of the Agreement. Such records may also be audited by the Auditor General of the State of Arizona. This record retention requirement shall remain in effect five (5) years following expiration of this Agreement.

## **18. 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.

## **19. Legal Arizona Workers Act Compliance.**

The Parties are required to comply with A.R.S. § 41-4401, and hereby warrant 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"). The 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 Parties are complying with the warranties regarding compliance with the state and federal immigration laws.

## **20. 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.

**21. Dispute Resolution.**

In the event of a dispute regarding the terms or the interpretation of this Agreement the Parties will consult with each other, in good faith, in an effort to settle the dispute. If the Parties are unable to settle the dispute, the Parties pay terminate this Agreement. As required by A.R.S. § 12-1518, the Parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

**22. Amendments.**

This Agreement cannot be modified or changed except by a written instrument executed by authorized representatives of all Parties.

**23. Counterparts.**

This Agreement may be executed in several counterparts by authorized representatives of all Parties, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

**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: Dr. José Luis Cruz Rivera  
Title: President  
Date: \_\_\_\_\_

REPRESENTING NORTHERN ARIZONA UNIVERSITY  
The undersigned counsel for Northern Arizona University has reviewed the Agreement and determined that the Agreement is in proper form.  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF FLAGSTAFF**

\_\_\_\_\_  
Name: Paul Deasy  
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**

Attest:

\_\_\_\_\_  
Patrice Horstman  
Chairman, Board of Supervisors  
Date:\_\_\_\_\_

\_\_\_\_\_  
Lindsay Daley  
Clerk of the Board  
Date:\_\_\_\_\_

**REPRESENTING COCONINO COUNTY:**

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Coconino County Board of Supervisors.

Signature:\_\_\_\_\_  
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.

Signature:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_  
Date:\_\_\_\_\_

