

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> 5-11	<b>Time Needed:</b> CONSENT
<b>Requesting Department:</b> Sheriff's Office	<b>Presenter(s) Name:</b> N/A
<b>Motion before the Board:</b> Consideration and approval of IGA regarding Northeastern Arizona Law Enforcement Training Academy	
<b>Recommendation:</b> (who, what, where, when, how, etc) Approval of IGA regarding Northeastern Arizona Law Enforcement Training Academy	
<p><b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)</p> <p>The Navajo County Community College District operates and administers the Northeastern Arizona Law Enforcement Training Academy (NALETA) that will provide AZ POST peace officer certification to students. The students must meet AZ POST qualifications and be sponsored by a law enforcement agency.</p> <p>The participating agencies will provide instructors and compensation to the instructors will be the responsibility of the instructor's agency. The students will be responsible for whatever costs incurred in connection with the program. Each agency is responsible for conducting the AZ POST background on the students they sponsor.</p>	
<p><b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.)</p> <p>Any costs incurred by NCSO is budgeted under Training and Professional Services (polygraph, medical exams, etc) object codes.</p>	
<p><b>Reviewed and approved by:</b> County Manager _____</p> <p>County Attorney _____ Human Resources _____ Finance _____ IT _____</p>	
<p><b>Board Action Taken:</b></p> <p>Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/></p>	
<p><b>Clerk's Notes:</b></p>  <p>Date: _____ Initial: _____</p>	

**REMINDER:** Email this coversheet and all backup documentation to **BOS.Clerk** by **4:00 p.m. the Thursday prior to the Managers' meeting. Please be present at the Agenda Meeting to ensure placement on the agenda.**

**INTERGOVERNMENTAL AGREEMENT REGARDING  
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY  
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the Navajo County Sheriff’s Office.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.

6. **Term and termination.** This Agreement shall expire on July 31, 2018. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days' prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given. Upon termination of this Agreement, each party shall retain its own property.

7. **Immigration compliance.** As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

8. **Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9. **Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

10. **Governing Law, Forum.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona.

NAVAJO COUNTY COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Board Clerk

Date: \_\_\_\_\_

NAVAJO COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

Print Name:  Kelly C. Clark

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

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Donald M. Peters  
Attorney for Navajo County  
Community College District

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Attorney for Navajo County Sheriff's Office

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(Printed name)