

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 24-1743

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, PERTAINING TO THE INTERGOVERNMENTAL AGREEMENT, MADE PURSUANT TO A.R.S. § 11-952 WITH NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT AND THE TOWN OF PINETOP-LAKESIDE, ARIZONA, ACTING BY AND THROUGH THE PINETOP-LAKESIDE POLICE DEPARTMENT. AMENDMENT TO TERMINATION DATE.

RECITALS:

WHEREAS, the parties entered into an NALETA Intergovernmental Agreement on August 1, 2024 with an original termination date of July 31, 2027; and

WHEREAS, the parties desire to amend the termination date to be June 30, 2025.

ENACTMENTS:

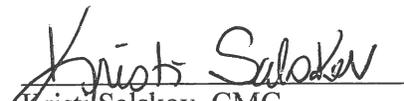
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, as follows:

1. That approval of the amended Intergovernmental Agreement made pursuant to A.R.S. § 11-952 between Navajo County Community College District and the Town of Pinetop-Lakeside, acting by and through the Pinetop-Lakeside Police Department (Exhibit A).
2. That the Chief of Police Dan Barnes, is appointed agent for the Town of Pinetop-Lakeside, to conduct all negotiations, execute and submit all documents and any other necessary or desirable instruments in connection with the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 17th day of October 2024.



ATTEST:


Kristi Salskov, CMC
Town Clerk

TOWN OF PINETOP-LAKESIDE


Stephanie Irwin, Mayor

APPROVED AS TO FORM:


William J. Sims, III
Town Attorney

EXHIBIT A

NALETA IGA

**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 Town of Pinetop-Lakeside, Arizona, an Arizona municipal corporation.

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, Tribes 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, tribe 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, tribes 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 A.R.S. §§ 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, tribe 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 June 30, 2025. 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, provided that nothing herein shall be deemed a waiver of either explicit nor implicit of the parties' sovereign immunity from suit.

11. **Insurance.** The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming each participant as an individual insured with the proper endorsements.

12. **Indemnification.** To the extent permitted by law, each party agrees (as indemnitor) 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) (collectively ("Claims")) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14. **Workman's Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

Entity Name _____

By: _____
Authorized Signee

Print Name: _____

ATTEST: _____

Board Clerk

Date: _____

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

ATTEST: _____

Board Clerk

Date: _____

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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William J. Sims III

Attorney for Town of Pinetop-Lakeside

Kristin M. Mackin

Attorney for Navajo County Community College District