

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 25-1777**

**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 BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT DBA NORTHLAND PIONEER COLLEGE AND THE TOWN OF PINETOP-LAKESIDE, ARIZONA, ACTING BY AND THROUGH THE PINETOP-LAKESIDE POLICE DEPARTMENT.**

**RECITALS:**

**WHEREAS**, the purpose of this Agreement is to provide Northeastern Arizona with a Police Academy, Northeastern Arizona Law Enforcement Training Academy (NALETA), that can provide certified Arizona Peace Officer Standards and Training (AZPOST) to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency; and

**WHEREAS**, the Town of Pinetop-Lakeside, through the Pinetop-Lakeside Police Department, shall provide qualified instructors for all classes given at NALETA and meet staffing and rotational matrix requirements for participating agency; and

**WHEREAS**, the Town of Pinetop-Lakeside, through the Pinetop-Lakeside Police Department, shall be responsible for costs that party incurs in connection with this Intergovernmental Agreement; and.

**WHEREAS**, this Intergovernmental Agreement approved by the Mayor and Town Council shall be effective on July 1, 2025, and continue through June 30, 2031.

**ENACTMENTS:**

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

1. That a new Intergovernmental Agreement made pursuant to A.R.S. § 11-952 among Navajo County Community College District dba Northland Pioneer College, the Town of Pinetop-Lakeside, acting by and through the Pinetop-Lakeside Police Department and numerous other parties with law enforcement personnel is hereby approved.
2. That the Mayor, 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 19th day of June 2025.

TOWN OF PINETOP-LAKESIDE



*Stephanie Irwin*

Stephanie Irwin  
Mayor

ATTEST:

*Kristi Salskov*

Kristi Salskov, CMC  
Town Clerk

APPROVED AS TO FORM:

*William J. Sims*

William J. Sims, III  
Town Attorney

EXHIBIT A

Intergovernmental Agreement NALETA

**AGREEMENT FOR  
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY  
AT NORTHEAST ARIZONA TRAINING CENTER**

This Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) among Navajo County Community College District dba Northland Pioneer College (“College”), Northeast Arizona Training Center, a non-profit corporation (“NATC”), and Navajo County, City of Show Low, Town of Taylor, City of Snowflake, Town of Pinetop-Lakeside, City of Holbrook, City of Winslow, Town of Eagar, Town of Springerville, Apache County, and the White Mountain Apache Tribe. Collectively, the cities, towns, tribes and municipalities signing on to this Agreement shall be known as the “Member Agencies” and individually as a “Member.”

**Section 1. Purpose.**

The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called Northeastern Arizona Law Enforcement Training Academy (“NALETA”) 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.

**Section 2. Enrollment.**

Member Agencies and non-member agencies may 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. College shall not be required to accept any employee for enrollment unless the city, town, tribe, or county responsible for that employee has conducted any required background checks on the employee at its own expense as set forth by AZPOST regulations.

**Section 3. Duties and Responsibilities of College.** College shall operate and administer NALETA at the NATC. College’s operational and administrative responsibilities shall include, but are not limited to:

**3.1 Curriculum Development:** Developing and providing the AZPOST curriculum for use at NALETA.

**3.2 Program Administration:** Scheduling courses, registering students, and administering student transcripts for NALETA courses.

**3.3 Instructor Support:** Assisting instructors at NALETA.

**3.4 Insurance and Liability:** Obtaining and maintaining adequate insurance coverage to protect against liabilities arising from damage to persons or property resulting from the operation of NALETA

**3.5 Class Supervisor Funding:** The College shall compensate the Member employing the Class Supervisor in the amount of fifty thousand dollars (\$50,000.00) per fiscal year. Payment shall be made directly to the employing Member within thirty (30) calendar days of the submission of a proper

invoice. In no event shall the College's total payment obligation under this provision exceed fifty thousand dollars (\$50,000.00) for that fiscal year.

**3.6 Class Availability:** College shall have no obligation to conduct any class for which Members fail to provide qualified instructors who meet all necessary certification and training requirements as required by AZPOST Rules and Procedures, including Class Supervisor and Recruit Training Officer(s) (RTO) in accordance with the requirements in Section 4.

#### **Section 4. Duties and Responsibilities of Member Agencies.**

**4.1 Instructor Provision:** Member Agencies shall provide qualified instructors for all classes offered under this Agreement, including the Class Supervisor and RTO specified below, and any expert as may be required under the AZPOST Rules and Procedures. Such instructors must meet all applicable certification and training requirements as determined by AZPOST Rules and Procedures, including certification as a Arizona Peace Officer Standards and Training (AZPOST) General Instructor.

**4.2 Instructor Compensation:** Except for the College's payment obligation set forth in Section 3.5 above, compensation for instructors shall be the sole responsibility of the Member Agency employing said instructors. No party to this Agreement, other than the employing agency, shall have any liability for instructor compensation.

**4.3 Staffing Requirements and Cooperation.** The Parties understand and agree that each class requires the following minimum staff:

- **Class Supervisor**
  - **Recruit Training Officer 1 (RTO 1)**
  - **Recruit Training Officer 2 (RTO 2), as needed to maintain the ratio described in 4.3(b), below.**
- a. **Class Supervisor Provision:** Member Agencies shall provide, on a determined rotation agreed to by and between the Member Agencies, a Class Supervisor (not necessarily holding the rank of "sergeant") who must be vetted and selected by representatives of the Member Agencies. This commitment is expected to be fulfilled for a period of 36 months.
- b. **RTO Provision:** Member Agencies shall provide a sufficient number of Recruit Training Officers (RTOs) to ensure that each class maintains the ratio of not more than one (1) RTO per ten (10) students/cadets.
- i. The **Navajo County Sheriff's Office (NCSO)** shall provide RTO 1 for each class during the term of this Agreement. NCSO shall be exempt from providing any additional staff (such as Class Supervisor) other than those scheduled as specific class instructors
  - ii. If a second RTO is needed for any class, RTO 2 shall be assigned on a one-year rotational basis.
- c. **Member Agency Cooperation.** A rotational matrix for Class Supervisors and RTOs shall be established and adhered to by all Member Agencies entering this Agreement. In the event that a Member Agency is unable to fulfill its staffing obligations under the rotational matrix, that Member Agency shall be responsible for coordinating an appropriate replacement staff member.

## **Section 5. Financial Obligations:**

**5.1 MEMBER Agencies:** Each Member Agency shall contribute an annual payment of \$10,000.00 to the Northern Arizona Training Center (NATC). This contribution provides all-inclusive access to the Northern Arizona Law Enforcement Training Academy (NALETA) facility and permits unlimited attendance of police recruits from the Member Agency at training sessions conducted at the academy.

The totality of this contribution shall be used by NATC exclusively for purposes that support and sustain NALETA operations. These purposes shall include, but are not limited to:

- Offsetting costs incurred by the Member Agency that provides the class supervisor for each academy class;
- Covering routine maintenance and repair of academy facilities to ensure safety, functionality, and operational readiness;
- Acquiring technology tools and instructional resources to enhance academy training capabilities; and
- Ensuring that the academy and its associated infrastructure are properly maintained and operationally supported in accordance with professional training standards.

NATC shall ensure transparency and fiscal accountability in the use of these funds and shall make available upon request a financial summary of expenditures related to this contribution to NPC or any Member Agency within thirty (30) calendar days of such request.

**5.2 NON-MEMBER Agencies:** Shall pay \$4000.00 per student for attendance of police recruits at NALETA and \$2500.00 annually for access to the NALETA facility at NATC. All payment shall be made to NATC.

**5.3 College fees and charges.** The College shall charge and waive each student enrolled in the 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 and not waived shall belong to College. Any reimbursement received from AZPOST for the successful completion of NALETA by a candidate shall belong to the District.

**5.4. Other fees or costs.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement.

**Section 6. Term and termination.** This Agreement shall be effective from July 1, 2025 and continue through June 30, 2031. Any party may terminate its participation into 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 and only as to the party terminating. Agreement of all parties is required for termination of the Agreement.

## **Section 7. Miscellaneous.**

**7.1 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.

**7.2 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.

**7.3 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.

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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.

**7.8 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.

**Navajo County Community College  
District**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_

**Navajo County, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Chairman, Board of Supervisors  
**Date:** \_\_\_\_\_

**City of Show Low, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**Town of Taylor, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**City of Snowflake, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**Town of Pinetop-Lakeside, Arizona**

By: *Stephanie Irwin*  
**Name:** Stephanie Irwin  
**Title:** Mayor  
**Date:** *6-19-2025*

**City of Holbrook, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**City of Winslow, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**Town of Eagar, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**Town of Springerville, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor  
**Date:** \_\_\_\_\_

**Apache County, Arizona**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Chairman, Board of Supervisors  
**Date:** \_\_\_\_\_

**White Mountain Apache Tribe**

By: \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Chairman  
**Date:** \_\_\_\_\_

City of \_\_\_\_\_, Arizona  
By: \_\_\_\_\_

\_\_\_\_\_  
**Name:**  
**Title:** Mayor  
**Date:** \_\_\_\_\_

City of \_\_\_\_\_, Arizona  
By: \_\_\_\_\_

\_\_\_\_\_  
**Name:**  
**Title:** Mayor  
**Date:** \_\_\_\_\_