

**INTERGOVERNMENTAL AGREEMENT
NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) SERGEANT**

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
TOWN OF PRESCOTT VALLEY**

THIS INTERGOVERNMENTAL AGREEMENT - NORTHERN ARIZONA REGIONAL TRAINING ACADEMY (NARTA) - ACADEMY SERGEANT (the "Agreement"), is entered into the date of final signature, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "Town"), for and on behalf of the Town's Police Department, and the Governing Board of YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a political subdivision of the State of Arizona (hereinafter the "College");

WITNESSETH:

WHEREAS, the Arizona Peace Officer Standards and Training Board ("AZ POST") prescribes minimum courses of training and minimum standards for training facilities of law enforcement officers in the state [ARS §41-1822 (A) (4)]; and,

WHEREAS, in accordance with said standards, the Town, Yavapai County, the City of Chino Valley, the College, and other jurisdictions authorized to employ peace officers, have established the Northern Arizona Regional Training Academy (NARTA), a peace officer training academy approved by the AZ POST, at the College; and

WHEREAS, the Police Chief of the Town, has assigned a Sergeant in the Police Department of the Town to spend a significant amount of the Sergeant's time serving as supervisor of NARTA; and

WHEREAS, the College and Town, desire to formalize that assignment by assigning the Sergeant as full-time supervisor of NARTA, in return for the College's payment of the salary and benefits of said officer; and

WHEREAS, The Town is authorized to prescribe the powers and duties of its police officers [ARS §9-240(6) (12)]; and

WHEREAS, The College is authorized to enter into this contract [ARS §15- 1444(B) (4)]; and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the Town and the College) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11- 952;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

Section 1. TERM. The term of this Agreement shall be from July 1, 2025 through June 30, 2026, unless sooner terminated as set forth in Section 5 herein. This Agreement may be renewed for up to (1) additional twelve (12) month period upon an amendment signed and agreed upon by both parties. The Town may renew this IGA via the amendment administratively and not have to go back to the Town Council for approval of said renewal.

Section 2. PURPOSE. The purpose of this Agreement is to set forth the duties and responsibilities of the parties and to formalize the routine appointment by the Town of a Police Sergeant to supervise NARTA at the College, in return for the College paying the cost of the salary and benefits of said officer.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

- (a) The Town will ensure through its Police Department that a qualified Sergeant is appointed at all times to supervise NARTA at the College. In so doing, the Police Department shall make every effort to find a qualified substitute or make arrangements to reschedule classes if the designated Sergeant is unavailable for any reason;
 - (b) The Town will ensure that the designated Sergeant is properly trained and oriented to fulfill the requirements of the position and maintain such training as to retain the Higher Learning Commission (HLC) accreditation for the Administration of Justice, College credit course;
 - (c) The Town will provide necessary supervision and evaluation of the designated Sergeant's performance so as to ensure an adequate level of performance; and;
 - (d) The Town will provide College access to appropriate level of data to meet quality guidelines and ensure compliance with The Higher Learning Commission (HLC) criteria including, but not limited to, grades, course surveys, attendance records, and similar data collection,
 - (e) The College will provide one office space for the designated Sergeant to carry out necessary supervisory responsibilities; and

The College will provide travel funds to the Sergeant to assist the Sergeant in attending AZ POST meetings or any law enforcement trainings approved in advance by College, including but not limited to reimbursement for use of the Sergeant's private vehicle, auto rental, gas card, lodging and meals as provided under College policies for adjunct faculty; and
 - (f) The College will provide a Faculty Program Director and Instructional Support Specialist on-site to liaise with the Sergeant and ensure that the NARTA program is carried out effectively and efficiently; and.
 - (g) The College will invoice the NARTA board on behalf of expenses incurred for the annual operating costs of NARTA, to be reimbursed through AZPOST, recruit's sponsoring agency, or a combination of both.
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Section 4. BUDGETING AND FINANCING. The cost of the actual annual salary and benefits of the Sergeant shall be divided into monthly installments paid in arrears. Without demand or notice the College shall pay to the Town on or before the 15th of each month an equal monthly installment based on the annual salary and benefits for a Sergeant providing services to the College under the terms of the Agreement.

The College shall pay to the Town during the term of this IGA, the full monthly costs of salary and benefits of the Sergeant's annual salary, or \$150,383.44 for FY25 until the expiration of the initial term of the contract. The annual rate will not increase more than 7% each subsequent fiscal year during the term of this Agreement. The College shall make its best efforts to include in its annual budgets the necessary appropriations to meet the cost of its performance hereunder.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatever, effective 60 days after receipt of written notice by the other party. In the event of termination prior to the full term of this Agreement, if the College has paid to the Town the salary amount set forth in Section 4 above, the Town shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the College within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the College has not yet paid the salary amount set forth in Section 4 above, the College shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the Town within 60 calendar days.

This Agreement is contingent upon College appropriating funds to finance the College's responsibilities under this Agreement. If College fails to appropriate sufficient funds, College shall immediately notify Town, and this Agreement shall terminate at the end of the period for which sufficient funds were appropriated and available.

Section 6. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') for, from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by College to indemnify, defend and hold harmless the Town shall be limited to, and payable only from, the College's available insurance or self-insurance coverage for liability assumed by contract, if any.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the Town and the College. Rather, the Sergeant and other assigned personnel of the Town's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for the purposes of workers compensation, ARS §23-1022(D) and (E) shall apply and the Town shall be solely liable for the payment of workers' compensation benefits for the Sergeant and other assigned personnel providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

College: Procurement & Contract Services, Yavapai
College 1100 E. Sheldon Street
Prescott, Arizona 86301

Town: Police Chief, Prescott Valley Police Department
7601 E Skoog Boulevard
Prescott Valley, AZ 86314

Section 9. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 11. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein.

Section 12. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 13. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09 and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 14. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

Section 15. INSURANCE. The College shall maintain adequate commercial general liability insurance, automobile insurance and worker's compensation insurance as provided by The Trust Alliance, and the Town shall maintain adequate commercial general liability insurance, auto insurance and worker's compensation insurance as provided by the Arizona Municipal Risk Retention Pool. If either Party elects to terminate its insurance coverage, the Party electing to terminate such coverage shall notify the other Party sixty (60) days prior to such termination and provide evidence of replacement coverage reasonably acceptable to the nonterminating Party. Upon request by either Party, the other Party will provide a Verification of Coverage (VOC) evidencing such insurance coverage is in effect.

Section 16. ARBITRATION. In the event of a dispute hereunder, the Parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder. To the extent arbitration is not required under the above referenced laws, then the Parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

Section 17. GOVERNING LAW. This IGA shall be governed and interpreted by the laws of the State of Arizona; any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.

Section 18. COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT. The Parties warrant compliance with all federal immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A). A breach of this warranty shall constitute a material breach of this IGA that is subject to penalties up to and including termination of this IGA at the sole discretion of the non-breaching Party. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other Party who works on this IGA to ensure that the contractor or subcontractor is complying with this warranty. A Party will not be considered in material breach of this IGA if the Party establishes it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

Section 19. FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA. In compliance with A.R.S. § 35-394, to the extent applicable, the Parties warrant that they do not use, and agree not to use during the term of the IGA any of the following:

- i) Forced labor of ethnic Uyghurs in the People's Republic of China;
- ii) Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; Or
- iii) Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Section 20. NO BOYCOTT OF ISRAEL. To the extent applicable, Supplier certifies it is not currently engaged in and agrees that for the duration of the Agreement it will not engage in, a boycott of goods and services from Israel, as that term is defined in A.R.S. § 35- 393.

Section 21. AUTHORITY

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this IGA on behalf of the Parties for which they sign, and that this IGA is binding upon those Parties in accordance with its express terms.

Section 22. COUNTER PARTS AND EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives the day and year first above written.

Town of Prescott Valley, a Municipal Corporation of Arizona, (Town)

Kell Palguta, Mayor

Attest:

Fatima Fernandez, Town Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott Town Attorney for review prior to its execution, pursuant to ARS §11-952(0), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of Arizona.

A handwritten signature in black ink, reading "Steven Zraick", written over a horizontal line.

Steven Zraick, Deputy Town Attorney

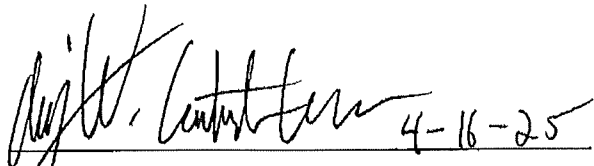
YAVAPAI COLLEGE, a political subdivision of the state of Arizona, (College)

Ms. Deb McCasland, District Governing Board Chair

Attest:

Yvonne Sandoval, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai College for review prior to its execution, pursuant to ARS §11-952(0), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of the State of Arizona.


4-16-25
Anthony W. Contente-Cuomo, Attorney for College