INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the 21st day of Sept., 2010 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County ("County")
2. Navajo County Community College District, doing business as Northland Pioneer College ("District").

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statutes as follows:

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<th>AGENCY</th>
<th>STATUTES</th>
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<tbody>
<tr>
<td>County</td>
<td>A.R.S. §15-1470 and A.R.S. § 11-201</td>
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<tr>
<td>District</td>
<td>A.R.S. §15-1470</td>
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The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District’s instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.

II. This Agreement shall become effective on July 1, 2010, or upon the date it is signed by all parties, whichever is later unless that date is after July 21, 2010 in which case this Agreement is effective July 21, 2010. This Agreement shall continue to be binding upon all parties until June 30, 2012 unless terminated as provided in paragraphs XI and XII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County.

III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee’s responsibilities are inclusive of the duties referenced below.
IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating State Aid, capital State Aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs will be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment.

A. IGA Funds: The County will pay to District for the provision of programs and services during the 2010-2011 academic year and the 2011-2012 academic year unless amended, $530,000.00 each year, to be paid in two installments each year. This amount will be transferred to the District one half (1/2) ($265,000.00) by November 30, 2010 and 2011 and the balance ($265,000) by May 30, 2011 and 2012.

B. IGA Supplemental Funds: For the 2010-2011 academic year unless amended an additional $159,300 and an additional $159,300 for the 2011-2012 academic year unless amended to include the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District’s resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the direction of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.
C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. By February 28th of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs.

V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum B (AGEC-B) requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include courses that will allow a student to complete the offered program certificate in a two year cycle.

VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.

VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission Timelines for implementing programs and services changes will be based on the budget calendar of District.

VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).

IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Business and Industry Coordinator
and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered Business and Industry Training (BIT) programs in Apache County by the NPC BIT Coordinator and the Apache County Coordinator will forward all requests for BIT training to the NPC BIT Coordinator. The NPC BIT Coordinator and the Apache County Coordinator will annually prepare a written summary of BIT services delivered in Apache County and present the summary to the High Education Committee and NPC administration.

X. The District will include at a minimum a member of the Apache County Higher Education Committee in an advisory capacity, the NPC/Apache County Coordinator and/or an Apache County Center Manager on all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County.

XI. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.

XII. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.

XIII. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County’s upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of $1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party’s maximum insured liability.

XIV. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator, however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the part desires to be represented by counsel at the mediation.

XV. The County and the District certify, by signing this Agreement, that neither party is involved with any business operations in Sudan pursuant to A.R.S. § 35-391.06, nor is either party involved with business operations relating to the Iran petroleum energy sector, as covered by A.R.S. § 35-393.06.
XVI. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

Dr. Jeanne Swarthout
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party’s notification of information.

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona
By: ________________________________
   Chairman
   Apache County Board of Supervisors

Navajo County Community College District
By: ________________________________
   Jeanne Swarthout, President
   Northland Pioneer College

APPROVED: This Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

By: ________________________________
   Attorney for the County

By: ________________________________
   Attorney for the District

Date: ______________________________

ATTEST:
By: Delwin Wengert
    Clerk, Board of Supervisors
Date: Sept 21, 2010

By: Danny W. Robinson
    Recording Secretary to
    Navajo County Community College
    District Governing Board
Date: October 11, 2010