AGREEMENT BETWEEN NATC AND NPC

This Agreement is made between Northland Pioneer College aka Navajo County Community College District ("NPC" or "Lessee") and Northeast Arizona Training Center, Inc. ("NATC").

RECITALS

A. NATC Members desire to memorialize and assure NPC of its role as sole educational provider for credit.

B. NATC is the owner of the Premises described in Exhibit "A" which is incorporated by this reference; and

C. NPC and NATC wish to finish formalizing their relationship as contemplated by the prior Memoranda of Understanding.

D. NPC and NATC intend to work together to obtain Intergovernmental Agreements that set forth the respective rights and duties between the governmental entity members of NATC

TERMS

In contemplation of the relationship to be established, and for good and valuable consideration, the parties agree as follows:

1. NPC and NATC shall work together to obtain an IGA between NPC and the other governmental members of NATC that is acceptable to NPC and to NATC. Upon the earlier of the effective date of such IGA or the execution of this Agreement by NATC and NPC, NPC shall effect a release of the remaining funds designated for NATC pursuant to the previous Memoranda of Understanding.

2. Until the effective date of the IGA described in paragraph "1", NPC shall be entitled to use the Premises as follows:

   a. Driving Track - 256 hours a year. NPC’s use shall be interpreted so as not to interfere with the requirements set out in the MOU between NATC and the Navajo County Sheriff’s Office.
   b. Burn Tower – 816 hours a year without a hydrant system and 1,632 hours a year with a hydrant system.
   c. Classrooms when installed – 1904 hours.
   d. Offices when installed - 1920 hours.

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3. All NPC use of the facility, including use of the facility to provide course work for educational credit shall count toward the minimum usage set forth in paragraph "2."

4. The parties shall use their best efforts to schedule the facilities so as to promote the efficient use of the facility.

5. This Agreement shall be binding upon and inure to the benefit of the successors, personal representatives, and permitted assigns of Lessor and Lessee.

6. This Agreement together with the previously signed Memoranda of Understanding (and attachments if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereto must be in writing signed by both parties.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument. If only NPC and NATC execute this Agreement, the Agreement shall be effective between NATC and NPC whether or not other designated parties execute the Agreement.

8. The parties expressly understand that the lease portion of this Agreement shall terminate upon the execution of the IGA referenced in paragraph "1", and the Parties intend that the IGA referenced in paragraph "1" shall supersede this Agreement and the prior Memoranda of Understanding the parties previously executed.

IN WITNESS WHEREOF, the parties have signed this agreement the 21st day of March, 2006.

Northeast Arizona Training Center, Inc.                   Northland Pioneer College

Clay Wood                                               Gary Passer
Chairman                                                Interim President