

**INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF NORTHEAST
ARIZONA REGIONAL DISPATCH CENTER (NARDC)**

PREAMBLE

THIS AGREEMENT is made and entered into this 20th day of January, 2016, by and between the NAVAJO COUNTY, a political subdivision of the State of Arizona (the "County"), and the CITY OF HOLBROOK, a municipal corporation of the state of Arizona, the CITY OF PINETOP-LAKESIDE, a municipal corporation of the State of Arizona, the CITY OF SHOW LOW, a municipal corporation of the State of Arizona, the TIMBER MESA FIRE AND MEDICAL DISTRICT, a political subdivision of the State of Arizona, the PINETOP FIRE DISTRICT, a political subdivision of the State of Arizona, the WHITE MOUNTAIN LAKE FIRE DISTRICT, a political subdivision of the State of Arizona, the PINEDALE-CLAY SPRINGS FIRE DISTRICT, a political subdivision of the State of Arizona, the JOSEPH CITY FIRE DISTRICT, a political subdivision of the State of Arizona, the SUN VALLEY FIRE DISTRICT, a political subdivision of the State of Arizona, and the HEBER-OVERGAARD FIRE DISTRICT, a political subdivision of the State of Arizona (all hereinafter collectively referred to as the "Principals" or "Parties" or individually as "Principal" or "Party").

RECITALS

WHEREAS, dispatch services for law enforcement, fire, and emergency medical services in Northeastern Arizona are presently provided by the County and several independent municipalities and agencies; and

WHEREAS, the undersigned Parties to this Agreement desire to improve dispatch services in Northeastern Arizona and minimize response time for law enforcement, fire and emergency medical services, thus saving lives and providing better public service; and

WHEREAS, the undersigned Parties to this Agreement desire to eliminate certain inefficiencies that exist as a result of how dispatch services are currently provided, and achieve an economy of scale to reduce the overall cost of dispatch services to the taxpayers of Navajo County and the involved political subdivisions; and

WHEREAS, the undersigned Parties have contributed to hiring an independent third party to study the feasibility of consolidating dispatch services in Navajo County; and

WHEREAS, the outcome of that study has determined that the consolidation of dispatch services in Navajo County is in fact feasible, would improve dispatch services, and the overall cost of dispatch services to the taxpayers of Navajo County and many of the political subdivisions that are Parties to this Agreement; and

WHEREAS, the governmental entities that are Parties to this Agreement have authority to enter into the Agreement pursuant to A.R.S. §§ 11-952(A), 11-952.02, 48-805.01 and 9-240.

NOW THEREFORE, the Parties to this Agreement hereby resolve to act jointly and cooperatively consistent with their independent authority to consolidate dispatch services in Navajo County through the creation of a consolidated emergency services communication center to be known as the “Northeast Arizona Regional Dispatch Center” (NARDC) and the operation of such as a 911 dispatch and communications center.

COVENANTS

Section I.) JOINT EXERCISE OF POWERS

The NARDC shall exist as a separate legal entity and organization through which the governmental Parties will jointly exercise their powers pursuant to A.R.S. § 11-952(A), 48-805.01 and 11-952.02.

Section II.) TERM OF AGREEMENT

The Parties hereto agree to be participants in the NARDC for a minimum period of ten years from the effective date of this Agreement (“Initial Term”). This Agreement shall be renewed automatically unless, at least one year before the expiration of this Agreement, any Principal gives written notice of intent to terminate this Agreement. In that event the Agreement shall renew as to the then remaining Principals, provided however that the Agreement may be terminated at any time by a vote of the majority of the NARDC Board of Directors (“Board”), and in that event said termination shall be effective 180 days from the date of said vote or such other time as the Board may designate.

Section III.) PARTICIPANTS

1. **Principals:** The “Principal” organizations that are initial signatories to this Agreement shall have an ongoing responsibility for the long-term success of the consolidated dispatch operations.
2. **Subscribers:** Organizations that are not signatories to this Agreement but that elect by contract or agreement to receive services from the NARDC shall be considered “Subscribers”, and shall participate on a “fee-for-service” basis consistent with the policies established by NARDC Board.
 - a. Subscribers shall not have voting representation on the NARDC Board of Directors, shall have no rights to receive any share of assets upon the dissolution of NARDC, and shall be obligated to pay User Fees in accordance with the then applicable User Fee Formula for Subscribers, or as otherwise set forth in their Subscriber Use Agreement.

3. **Participants:** All Principals, and all Subscribers, as they may be so constituted from time to time, are herein collectively referred to as “Participants”, and individually as “Participant.”
4. **Withdrawal or Termination of Principal:** Any Principal may withdraw its membership and terminate its participation in this Agreement after the Initial Term by providing written notice and serving that Notice on the NARDC Board of Directors, at least one hundred-eighty days before the first day of any fiscal year. After providing appropriate notice as provided in this section, that Principal’s membership withdrawal shall become effective on the last day of that fiscal year.
 - a. Time is of the essence in giving notice of termination and/or withdrawal, and failure to provide notice, as provided for in this section will result in the withdrawal not being completed until the end of the subsequent fiscal year.
 - b. Notwithstanding the foregoing, a Principal’s participation may be terminated by the Board at any time for delinquencies of at least 180 days in payments of User Fees.
 - c. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to the NARDC’s personal or real property, or any other ownership in the NARDC, unless otherwise provided by the Board; provided further that this forfeit of rights shall not apply to personal property on loan to the NARDC from the terminating or withdrawing Principal.
 - d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to the NARDC obligations to pay user fees owed up to the time of the effective date of termination or withdrawal.
 - e. Subscriber Use Contracts shall provide for similar notice and conditions for termination and withdrawal as for Principals.
5. **Termination of Participants:** In the event any Participant fails to budget and provide the required annual membership funding or user fees required under this Agreement, that entity, by majority vote of the NARDC Board, may be terminated from this Agreement. Upon termination, that entity forfeits any rights it may have to any property that is otherwise forfeitable under this Agreement and the NARDC may terminate service to the Participant. Termination of a Participant pursuant to this paragraph does not terminate any outstanding financial, legal, or indemnity responsibilities or obligations of the terminated Participant.
6. **Elect Subscriber Status:** A Principal may, after maintaining principal status for a minimum of one full fiscal year, elect to convert to Subscriber status effective the first

day of the next budget year by giving notice of its intent to the Board not less than 180 days in advance of such effective date. Such conversion shall be effective as proposed without further action of the Board, barring any basis for terminating the Principal and action thereon by the Board. A Principal may not elect to convert to Subscriber status during the first five years of the Initial Term of this Agreement.

Section IV.) LOCATION

The Parties to this Agreement contemplate that the NARDC shall be based upon a dual center model with locations to be located in Holbrook and Show Low, Arizona, or such different or additional locations may be designated by the NARDC Board at a later time.

Section V.) BOARD OF DIRECTORS

The NARDC shall be governed by a Board of Directors (“Board”), which may form other committees and sub-committees to assist the Board in the management and operations of the NARDC.

- a. **Board Members:** The NARDC Board shall consist of five voting members. The composition of the Board of Directors shall consist of one representative from Navajo County (the County Manager or his/her designee). One representative on the Board shall be selected by vote of the fire Chiefs of the principal Fire Districts that are parties to this Agreement. Each municipality that is party to this Agreement, the City of Holbrook, the City of Show Low, and the City of Pinetop-Lakeside shall be represented on the Board by their City Managers or his/her designee. In addition to the five voting members, a sixth non-voting and advisory seat on the Board shall be occupied by the nominee of Summit Regional Healthcare Medical Center, Inc. The respective boards of the governmental entities that are parties to this Agreement, through their separate approvals of this Agreement, hereby designate their representatives to be selected in the manner set forth within this Agreement.
 - i. **Compensation:** All Members of the NARDC Board of Directors (“Member(s)”), shall serve without compensation from the NARDC or the Principals.
 - ii. **Qualification and Replacement of Board Members:** Board Members may only serve for such time as they are a duly appointed. Any vacancies in office on the Board shall be filled as promptly as possible by the entities that are party to this Agreement.
 - iii. **Designees:** In the event a Principal’s regular board member is unable to attend a NARDC board meeting that Principal may designate an

alternative board member that may appear instead of that Principal's regular representative. Alternative board members that attend a Board meeting on behalf of a regular Board Member shall present a letter of appointment from the Principal as evidence of his/her authority to act on behalf of the Principal agency in question. In the event of an alternative representative of the fire districts, the letter of appointment must be signed by a simple majority of the fire chiefs.

iv. **Potential Board Expansion:** The municipalities of Snowflake and Taylor may decide to join the NARDC as Principals before the center is operational and no further amendments to this agreement are necessary and upon approval by Snowflake/Taylor the board will be expanded to seven voting members. In the event Snowflake/Taylor decide to join as Principals after the center is operational then a majority vote of the board will be required before the board is expanded to seven voting members.

b. **Board Function:** The NARDC, through its Board of Directors, and as authorized by the Principal's respective governing boards, shall have those powers as defined within this Agreement and as granted by the Principals in accordance with Arizona law, including all provisions in A.R.S. § 48-805.01 and 11-952.02. The Board of Directors shall serve as the policy making body of the NARDC. Among its other duties, the Board shall:

- i. Make bylaws and establish rules and regulations governing the NARDC and approve an initial business plan.
- ii. Hold regular meetings for the purpose of NARDC business, which at a minimum, shall be bi-monthly, or as set forth in the NARDC bylaws.
- iii. Determine the operational and capitalization needs of the NARDC.
- iv. Establish and approve an annual fiscal year budget of expenditures for a consolidated dispatch, after considering the recommendations of NARDC's Managing Director, and develop subscription rates and assessments for Principals and Subscribers in an amount sufficient to cover needed revenues for the NARDC.
- v. Develop a Subscribers Use Contract for services, setting forth users fees, charges for delinquencies, and the possibility of adjustments based on use of the NARDC.

- vi. Develop and implement policies and standard operating procedures for the operation of the NARDC in consultation with NARDC's Managing Director.
- vii. Enter into subscription agreements with third party private ambulance companies, air transport and other private first responders for dispatch services and set per call subscription rates for such entities.
- viii. Develop and approve third party contracts for goods and services necessary to fully implement the purposes of this Agreement.
- ix. Oversee the transition of dispatch services from the existing model to the consolidated model, and make determinations as to when the transition is appropriate.
- x. Be responsible for interviewing candidates and for hiring a Managing Director to operate and manage the consolidated dispatch center. The Managing Director hired by the NARDC Board shall however, be considered an "at-will" employee of Navajo County and will be eligible to receive the employee benefits package available to other county employees, including, but not limited to, health insurance and retirement benefits. ~~Navajo County hereby delegates to the NARDC Board the authority the County would otherwise have as an employer to hire, fire, and make employee disciplinary decisions regarding Managing Director.~~ Navajo County policies and procedures governing its other employees shall generally be applicable to the Managing Director. However, the Managing Director shall be directly accountable to the NARDC Board for his/her performance and the performance of NARDC. The decisions of the NARDC Board in regard to the Managing Director's terms and conditions of employment, including disciplinary decisions, shall be promptly implemented by Navajo County upon formal action by the NARDC Board.
- xi. Develop and set performance benchmarks, standards and goals for the consolidated dispatch center.
- xii. Acquire equipment and facilities necessary for the operation of the dispatch center(s).
- xiii. Develop plans and strategies for ongoing operation and maintenance of the NARDC facilities.

- xiv. Be responsible for hiring and directing legal counsel to assist the NARDC with drafting any further agreements between the Participants that may be necessary, and with the day to day needs of the NARDC on an ongoing basis. The cost of legal counsel shall be included by the Board of Directors in the NARDC's budget, and shall be shared by the Participants proportionally in the same manner as the other expenses of the NARDC.
 - xv. Recognize that as public funds are the source of the NARDC's budget and that the organization exists to serve the taxpayers of the participating organizations, transparency in the operations of the NARDC is a paramount consideration. As such, the NARDC Board shall comply with the open meeting law to the greatest extent applicable, and shall ensure the organization's records are maintained in accordance with public records law in the State of Arizona.
 - xvi. Ensure that the NARDC has sufficient liability, property, and other insurance coverage for the operations of the consolidated dispatch center with coverages and limits necessary to protect the NARDC and its Board, Principals, and Participants from legal liabilities that may result from the operations of the dispatch center and so that the Participants in this Agreement are also adequately protected.
 - xvii. Recommend, consider and approve the admission of any new Principals or new Subscribers who formally request to join the NARDC, and determine the terms for their admission. New Principals and Subscribers shall only be approved by the Board upon a determination that it is in the best interests of the NARDC.
 - xviii. Have the authority to lease or purchase land, construct such facilities as determined necessary to carry out the purpose of NARDC, and to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of any or all of the NARDC's property and assets.
 - xix. May, on behalf of the NARDC, hold radio frequency licenses to enable the NARDC to operate radio communications and dispatch systems to meet its public safety responsibilities.
 - xx. Ensure that the NARDC complies with all federal and Arizona laws, including the laws applicable to dissemination of criminal history records and medical records.
- c. **Quorum:** A simple majority of the Board shall constitute a quorum for purposes of doing business.

- d. **Voting:** The Board shall strive to operate by consensus. Unless otherwise designated, all Board decisions shall require a simple majority of a quorum vote for approval.
- e. **Items Requiring Supermajority Vote for Approval:** A supermajority vote of the Board (four votes out of the five voting Members of the Board, or six out of seven in the event the Board is later expanded) shall be required in order to approve the following items:
- i. Approve or amend the NARDC budget, including any user fee formulas.
 - ii. The decision to acquire assets, equipment real or personal property valued at over \$10,000.
 - iii. The admission of a new Principal or Subscriber.
 - iv. A recommendation for the appointment or termination of the NARDC Managing Director by Navajo County.
 - v. The amendment of this Agreement.
 - vi. Expansion of the scope of services to be provided by NARDC.
- f. **Officers:** The Board shall have two officers: a Chair and a Vice-Chair. It will be the function of the Chair to preside at the meetings of the Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Board, the officers shall be elected by simple majority vote of the Members, and shall serve until the end of the first full fiscal year of NARDC operations. Annually thereafter, the Vice-Chair shall assume the role of Chair and the Board shall elect a new Vice-Chair by simple majority vote. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Board shall by simple majority vote elect a new Vice-Chair to serve the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term. Any officer appointed by the Board may be removed by simple majority vote of the Board, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the end of the fiscal year.
- g. **Reserve Funds:** The Board shall establish both an Operating Contingency Reserve Fund and a Capital Equipment Replacement Fund and shall call for funding of such reserves in each budget at a level the Board determines appropriate.

- i. **Operating Contingency Reserve Fund:** The goal of this fund is to ensure operating funds are on hand to reasonably address unforeseen operating contingencies.
- ii. **Capital Equipment Replacement Fund:** This fund is to minimize large increases in user fees from year to year resulting from acquisition or replacement of capital, and to fund the timely replacement of aging technology, equipment and systems.

Section VI.) FISCAL AGENT

Navajo County shall serve as the Fiscal Agent for the NARDC. The Fiscal Agent will be responsible for managing the financial affairs of the NARDC

a. **Administrative Responsibilities:** As the Fiscal Agent, the County shall be responsible for:

- i.) Serving as the designated employer of the Managing Director for NARDC. The Managing Director will be responsible for the day to day management and operations of NARDC's communication center(s), and shall be responsible for supervising NARDC's staff at those center(s). The Managing Director will be subject to County rules and regulations governing employment, and will be eligible for all benefits of County employment.
- ii.) Hiring the necessary staff for NARDC's communication centers in consultation with NARDC's Managing Director. All staff hired by NARDC shall be considered to be County employees, and shall be subject to all policies, procedures and rules of County employment except as those may be reasonably different from the specific policies and procedures and rules adopted and implemented NARDC's Board and/or Managing Director. The County shall be responsible for administering and managing payroll, employee benefits and benefit administration. The Navajo County Human Resources Department will assist the Managing Director of NARDC as needed with employee disciplinary and other matters.
- iii.) Financial management and accounting. The NARDC will be treated as an agency fund of the County for accounting, financial reporting and audit purposes. All financial records maintained by the County shall be available for inspection and review by all Principals to this agreement upon reasonable notice.

- iv.) Maintaining and updating an inventory of all equipment and furnishings owned by the NARDC, or owned by any Principal and used by the NARDC, respectively.

b. Assist the Operations Board: As the Fiscal Agent, the County shall assist the NARDC Operations Board with:

- i. Developing an annual budget of expenditures for a consolidated dispatch, and work with the Managing Director on the same;
- ii. Developing a workload based metric upon which user fees will be set for all Participants of this Agreement;
- iii. The day to day fiscal management of the NARDC;
- iv. Providing a Clerk who shall be responsible for posting meeting notices, keeping minutes for the NARDC Board, and handling other administrative matters as required and necessary;
- v. Collecting user fees from each Participant;
- vi. The procurement of the necessary equipment, goods and services required to meet the NARDC's mission. For purposes of this paragraph, the procurement procedures utilized by Navajo County, as amended from time to time, shall apply to the NARDC;
- vii. In the event the NARDC Board determines that it is necessary and desirable to incur indebtedness for capital or other expenditures in support of the NARDC's mission, NARDC may on its own behalf, or in the alternative, the County may, with the consent of the NARDC Board, and with the approval and consent of the County Board Supervisors, incur indebtedness on behalf of the NARDC, in either the County's name or the name of NARDC. In the event the County does agree to incur such indebtedness in its own name, the County Board of Supervisors may require NARDC to make such assurances to the County that the Board of Supervisors deems sufficient to ensure each Principal is financially committed to the NARDC for a period of time sufficient to pay of the indebtedness incurred by the County. Any such commitment by a Principal shall be subject to the appropriation by each Participant of sufficient funds to meet said obligation.

Section VII.) MANAGING DIRECTOR

The NARDC will hire a Managing Director whom shall have the responsibility for assisting in the transition to the use of a consolidated dispatch center(s). The Managing Director shall also be responsible for operation, management, hiring, and employee supervision of the staff of the NARDC dispatch center(s). In handling employment related matters, the Managing Director may utilize the resources of Navajo County and the Navajo County Human Resources Office. The Managing Director shall work closely with the Board of Directors, and other committees created by the NARDC Board regarding all operational issues impacting the dispatch services provided by the NARDC and shall serve as NARDC's official spokesperson when necessary.

The Managing Director, with the assistance of the Fiscal Agent, shall develop a proposed annual budget for the fiscal year for NARDC. That fiscal year will coincide with the fiscal year of the political subdivision entities, the Participants. The Managing Director or the Fiscal Agent shall transmit the proposed budget to the representative of each Principal for its review and approval. The proposed budget shall identify programs and objectives contained in the proposed budget, any proposed changes in the user fee formula, and the required financial participation for each Principal and Subscriber for its coming fiscal year. After review and any comments by the representatives of the Principals, the Board shall adopt its final budget for the upcoming fiscal year.

Section VIII.) GENERAL OPERATIONAL PRINCIPLES

1. **Capital and Operational Costs:** It is understood that the ongoing operational and capital costs of the NARDC shall in general be divided between the Principals and Subscribers by the Board on the basis of a workload or call based metric for each Participant after considering the equities and hardships a strict application of the metric might produce. A user fee rate shall be established annually by the Board of Directors for each Principal and Subscriber. The workload and call based metric shall be established by the NARDC Board after evaluating the number of dispatchable calls for service (DCFS) for each Participant and after receiving input from NARDC's Principals and Subscribers. The DCFS shall be evaluated by the Board on an annual basis in conjunction with the preparation of the NARDC's annual fiscal budget and funds.

It is contemplated that Navajo County and the City of Show Low will be providing certain dispatching equipment for use in the consolidated dispatch center. Capitalization costs for the NARDC above and beyond said contribution shall be divided between the Participants in the same manner as set forth above. Participants that will be contributing equipment presently used in their own dispatch centers to the NARDC shall, by resolution of their governing boards or town councils, clearly identify the equipment contributed to the NARDC. Property owned by any of the principals which is used by NARDC and not specifically donated to NARDC by resolution shall be presumed to be loaned to NARDC. Property donated to the NARDC becomes the property of the

NARDC. The Parties hereto agree that in the event the Board determines at a future time that dividing operational and capitalization costs utilizing the DCFS mechanism is or has become inequitable, the Board may establish such other methodology for dividing costs as may be deemed just and equitable by a majority of the Board.

2. **Distribution of NARDC Property Upon Dissolution:** In the event of the dissolution of the NARDC, personal property contributed or loaned to the NARDC shall be returned to the Participant by whom it was contributed, including any replacement of the same, to the extent the same is a separate and identifiable asset and not a fixture to any improvement to real property. As to all real property, and as to capital equipment, or personal property acquired by the NARDC after the execution of this Agreement, said property shall be liquidated in a commercially reasonable manner with the proceeds divided between the Participants in rough proportion to the capital contributions made by each Participants, to be more specifically determined by the NARDC Operations Board upon dissolution.
3. **Retained Powers of Participating Organizations:** Each Participant shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the NARDC's operational centers.

Section IX.) MISCELLANEOUS PROVISIONS

1. **Effective Date of Agreement:** This Agreement shall become effective upon its execution by all of the Principals to this Agreement. The date that the consolidated dispatch center formally becomes active in the future will be determined by the NARDC Board.
2. **Legal Authority:** The political subdivisions that are participants in this Agreement are entering into this Agreement as a joint exercise of their individual powers pursuant to A.R.S. §§ 11-952, 11-952.02, 48-805.01 and 9-240. By signing this Agreement, the representative of each political subdivision certifies that this Agreement has submitted to the agency's legal counsel, who has determined that this Agreement is in proper form and within the legal authority of the relevant political subdivision.
3. **Non-Assignability:** The Principals may not assign any of the obligations or benefits of this Agreement, provided however, in the event of a merger or consolidation of a member fire district with another fire district, the newly merged or consolidated district shall become a Principal, standing in place of said previous member district. The newly consolidated Participant may withdraw from membership in their discretion consistent with the provisions, terms, and conditions of this Agreement to which the consolidating or merged districts were bound.

4. **Entire Agreement:** The Principals acknowledge to one another that the terms of this Agreement constitute the entire understanding and Agreement of the Principal and Subscriber organizations regarding the matter of the Agreement.
5. **Integration:** Each Principal acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Principals' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged into this Agreement. This Agreement may be modified or amended only by written agreement signed by or for the Principals and any modification or amendment will become effective on the date so specified.
6. **Modification:** This Agreement may be modified at any time upon the mutual written consent of all the then current principal organizations.
7. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion thereof were not part of this Agreement.
8. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, the respective Participants' successors, heirs, and assigns.
9. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
10. **Indemnification:** Each Principal and the NARDC Board (as "Indemnitor") shall indemnify, defend, and hold harmless the other Principals and the NARDC Board (as "Indemnitee") from and against any and all claims, losses, liability, damages, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the Principals or NARDC Board, through its Managing Director, that are parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages. Nothing herein shall be construed to modify the gross negligence standard applicable to emergency medical technicians or paramedics as otherwise set forth in statute.

11. **Legal Arizona Workers Act:** Navajo County shall, as the employer of the Managing Director and employees of NARDC, and as the fiscal agent under this Agreement, comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Navajo County further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Participant retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. **Business Associate Agreement:** The Parties acknowledge that employees of NARDC/Navajo County may in the performance of their duties hereunder, have access to or come into possession of patients’ medical information. NARDC, each Party to this Agreement, third party service provider who may have access to confidential medical information may be required to execute a business associate agreement.

13. **Cancellation of Agreement:** This Agreement is subject to cancellation subject to the provisions of A.R.S. § 38-511.

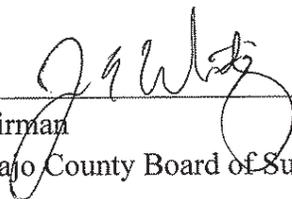
14. **Dispute Resolution:** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation. The Mediator shall be selected by mutual agreement amongst the Parties. If a mediator cannot be selected, or if mediation is unsuccessful, the matter will be resolved by binding arbitration, consistent with the Uniform Rules of Arbitration as adopted in the State of Arizona.

15. **Attorney’s Fees:** The prevailing Party in any arbitration or litigation arising under the terms of this Agreement shall be entitled to its costs, including reasonable attorney’s fees and court costs from the non-prevailing Party.

16. **Boundary Changes or Service Territory Changes:** It is the responsibility of each Participant to provide reasonable advance notice to the NARDC of any boundary changes, or service territory changes that may occur due to annexation, merger, or other

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.



Chairman
Navajo County Board of Supervisors

1-26-2014

Date:

City of Holbrook

Date:

City of Show Low

Date:

City of Pinetop-Lakeside

Date:

Timber Mesa Fire & Medical District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

Date:

Sun Valley Fire District

Date:

Heber-Overgaard Fire District

Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

Chairman
Navajo County Board of Supervisors

Date:

City of Holbrook

Date:

City of Show Low



City of Pinetop-Lakeside

Date:

1-21-16

Date:

Timber Mesa Fire & Medical District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

Chairman
Navajo County Board of Supervisors

Date:

City of Holbrook

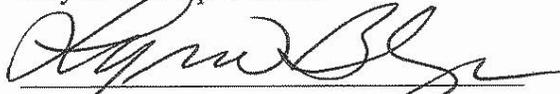
Date:

City of Show Low

Date:

City of Pinetop-Lakeside

Date:



Timber Mesa Fire & Medical District

1-26-16

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

Chairman
Navajo County Board of Supervisors

Date:

City of Holbrook

Date:

City of Show Low

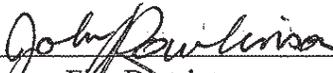
Date:

City of Pinetop-Lakeside

Date:

Timber Mesa Fire & Medical District

Date:



Pinetop Fire District

25 JANUARY 2016

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

_____ Chairman Navajo County Board of Supervisors	_____ Date:
_____ City of Holbrook	_____ Date:
_____ City of Show Low	_____ Date:
_____ City of Pinetop-Lakeside	_____ Date:
_____ Timber Mesa Fire & Medical District	_____ Date:
_____ Pinetop Fire District	_____ Date:
<i>George McElroy</i> WMLFD CHIEF White Mountain Lakes Fire District	<u>02/17/2016</u> Date:
_____ Pinedale-Clay Springs Fire District	_____ Date:
_____ Joseph City Fire District	_____ Date:

Chairman
Navajo County Board of Supervisors

Date:

City of Holbrook

Date:

City of Show Low

Date:

City of Pinetop-Lakeside

Date:

Timber Mesa Fire & Medical District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Robert Quackenbush

2-18-2016

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

Date:

Sun Valley Fire District

Date:

Heber-Overgaard Fire District

Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

Chairman
Navajo County Board of Supervisors

Date:

City of Holbrook

Date:

City of Show Low

Date:

City of Pinetop-Lakeside

Date:

Timber Mesa Fire & Medical District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Bobby Dixon

Joseph City Fire District

Date:

2/2/2014

Sun Valley Fire District

Marilyn J. Hall

Heber-Overgaard Fire District

Date:

2-16-2016

Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

Chairman
Navajo County Board of Supervisors

Ray Alley

City of Holbrook

Date:

2-23-16

Date:

City of Show Low

Date:

City of Pinetop-Lakeside

Date:

Timber Mesa Fire & Medical District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

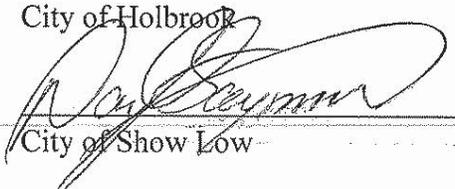
Date:

reason, so that the NARDC may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees to the Participants.

IN WITNESS WHEREOF, the undersigned authorized signatories of each Principal certify that the above Agreement has been approved by their governing board, town or city council, or Board of Supervisors at a duly called and noticed public meeting, and that each has the authority to sign the Agreement on behalf of the entity they represent, and that the Agreement has been reviewed by the legal counsel for each whom has approved the same as to form and content.

Chairman
Navajo County Board of Supervisors

Date:

City of Holbrook


City of Show Low

Date:
2/2/2016

Date:

City of Pinetop-Lakeside

Date:

Timber Mesa Fire & Medical District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Joseph City Fire District

Date:



Sun Valley Fire District

3-24-16

Date:

Heber-Overgaard Fire District

Date: