

Dear Mayors and Board Chairmen:

In follow-up to Monday's Apache and Navajo Counties Mayors and Councilmembers Association meeting, we again discussed a region-wide event that would attract visitors to our area. The idea is to create and widely advertise an event that we would build on annually.

The proposal is to hold a geocaching contest that takes our visitors to every community over a period of a couple weeks, culminating in a festival-type event with concerts and entertainment in a venue such as the Round Valley Dome and a spectacular grand prize (such as a Jeep). We are looking at holding the event in the spring or fall of 2016 (fall may be better weather-wise). The plan is to hold it in the off-season to help support our hotel/motel owners, restaurants, and other businesses by drawing tourists to the area.

At the meeting, we suggested finding \$3,000 in the current fiscal year budget and then budgeting another \$3,000 next fiscal year, for a total of \$6,000 per city, town, and county. We would like to know if this proposal works for your city, town, and county. **Please confirm your participation by responding to this email by Friday, September 12 so we can talk about it at the next Mayors and Councilmembers Association meeting** We think we can turn this into a signature event for our two counties. We look forward to your community's participation.

Sincerely,
Mayor Daryl Seymore
Chair, Apache and Navajo Counties
Mayors and Councilmembers
Association

**INTERGOVERNMENTAL AGREEMENT AND MEMORANDUM OF
UNDERSTANDING FOR THE CREATION OF A CONSOLIDATED DISPATCH
CENTER IN NAVAJO COUNTY, ARIZONA**

PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, 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 Arizona, SUMMIT HEALTHCARE ASSOCIATION dba SUMMIT REGIONAL HEALTHCARE MEDICAL CENTER, INC., an Arizona corporation, the SHOW LOW FIRE 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 LINDEN 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 LAKESIDE 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 Navajo County are presently provided by the County and several independent municipalities and agencies; and

WHEREAS, the undersigned Parties to this Agreement desire to improve the speed and quality of dispatch services in Navajo County and reduce 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 that will 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 the quality of dispatch services, and save lives while reducing the long-term 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 anytime by a vote of the majority of the Board of Directors, and in that event said termination shall be effective 180 days from the date of said vote.

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 of Directors.
 - 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 Principals participation may be terminated by the Board of Directors 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 of Directors; 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 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 required under this Agreement, that entity, by majority vote of the Board of Directors, 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.
6. **Elect Subscriber Status:** A Principal may elect to convert to Subscriber status effective the first day of the next budget year by giving notice of its intent to the Operations 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 of Directors, barring any basis

for terminating the Principal and action thereon by the Board of Directors. 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 located in Holbrook, Arizona, or such different or additional locations may be designated by the NARDC Operations Board at a later time.

Section V.) BOARD OF DIRECTORS

The NARDC shall consist of 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 Board of Directors of the NARDC shall consist of five voting members. The composition of the Board of Directors shall consist of two representatives from Navajo County (one to be the Navajo County Sheriff or his designee, and the second to be the County Manager or his designee). Two representatives on the Board shall be selected by the fire Chiefs of the principal fire districts that are parties to this Agreement. One representative for Board membership shall be appointed by the City of Holbrook. 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 Intergovernmental Agreement, hereby designate their representatives to be selected in the manner set forth within this Agreement.
 - i. **Compensation:** All Members of the Operations Board (“Member(s)”), shall serve without compensation from the NARDC or the Principals.
 - ii. **Qualification and Replacement of Board Members:** Members may only serve for such time as they are a duly appointed.
- b. **Board Function:** The NARDC, through its Board of Directors, and as authorized by the Principals 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.

- ii. Hold regular meetings for the purpose of NARDC business, which at a minimum, shall be bi-monthly, or as set forth in the bylaws.
- iii. Determine the operational and capitalization needs of the NARDC.
- iv. Establish and approve an annual budget of expenditures for a consolidated dispatch, after considering the recommendations of the Managed Services Provider selected by the NARDC Board of Directors. Develop subscription rates for all Participants and other charges for services provided to Participants.
- 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.
- vii. Enter into agreements with 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 recommend 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 screening and hiring a third party provider to operate and manage the consolidated dispatch center under a managed services model.
- xi. Develop and manage benchmarks, goals and requirements for the third party managed services provider.
- xii. Acquire all equipment and facilities for the operation of the necessary 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 Operations Board 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 possible, 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 liability limits necessary to protect the NARDC and its Participants from liability that may result from the operations of the dispatch center and so that the Principal and Subscriber Participants in this Agreement are also adequately protected. For purposes of this paragraph, any agreement with a 3rd party contractor who manages and operates the facility shall require said 3rd party contractor to insure all Principal and Subscriber Participants of this Agreement and endorse them as insured additional entities.
- xvii. Recommend, consider and approve, by majority vote of the Board, any admission of any new Principals or new Subscribers, who formally and by resolution of its governing board or city council applies 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 (three of the five members) of the Board of Directors shall constitute a quorum for purposes of doing business, unless a supermajority of the Board is otherwise required.
- 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 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. The appointment or termination of the Managed Services "Provider.
 - v. The amendment of this Agreement.
 - vi. Expansion of the scope of services to be provided by NARDC.

(For purposes of this paragraph, a "supermajority" shall mean a vote of four or more voting members of the Board of Directors.)

- 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 upon 30 days written notice, 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. **Responsibilities:** As the Fiscal Agent, the County shall be responsible for:
 - i.) Assisting the NARDC Board of Directors in hiring a managed services provider who will employ dispatchers, supervisors and other personnel in sufficient numbers to adequately staff the NARDC.
 - ii.) Financial management and accounting. The NARDC will be treated as an enterprise fund of the County for accounting, financial reporting and audit purposes.
 - iii.) 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 Managed Services Provider 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. Collecting user fees from each Participant;

- v. 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;
- vi. In the event the NARDC Board of Directors 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, Navajo County may, with the consent of the NARDC Board, and with the approval and consent of the Navajo County Board Supervisors, incur indebtedness on behalf of the NARDC, in either Navajo County's name or the name of NARDC or an entity formed by NARDC for that purpose. In the event Navajo County does agree to incur such indebtedness in its own name, the Board of Supervisors may require NARDC to make such assurances to Navajo County, that the Board of Supervisors, may deem 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.) MANAGED SERVICES PROVIDER

The Board of Directors will hire a Managed Services Provider, which shall have the responsibility for assisting in transitioning to the use of a joint dispatch center(s). The Managed Services Provider shall also be responsible for operating, managing, and employing the staff of the NARDC dispatch center(s). The Managed Services Provider shall work closely with the Board of Directors, and other committees created by the Board of Directors regarding all operational issues impacting the dispatch services provided by the NARDC.

The Managed Services Provider, 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 Managed Services Provider 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 of Directors shall adopt its final budget for the upcoming fiscal year.

The Managed Services provider shall be responsible for the payroll, employee benefits administration and associated employee services.

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 Board of Directors of the NARDC after evaluating the number of dispatchable calls for service (DCFS) for each Participant and after receiving any input of each Principal and Subscriber. The DCFS shall be evaluated by the Board on an annual basis in conjunction with the preparation of the NARDC's annual budget. Notwithstanding the foregoing provision, the parties hereto agree that the metric for operational costs for the Fire District Principals that shall not exceed \$37.50 per call for the first five years of this Agreement.

It is contemplated that Navajo County 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 ~~then~~ 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 on July 1, 2014. The date that the consolidated dispatch center formally becomes active in the future will be determined by the NARDC Board of Directors.
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, that 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 ~~and subscribing~~ 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. **Hold Harmless:** Each Principal (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Principals (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. 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:** NARDC, to the extent it provides services under this Agreement, is required to 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"). NARDC 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 or any 3rd party contractor or subcontractor of NARDC may in the performance of its duties hereunder, have access to or come into possession of patients' medical information. NARDC, each Party to this Agreement, and each member, 3rd party service provider, or other Participant and contractor 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.

 Chairman
 Navajo County Board of Supervisors

 Date:

 City of Holbrook

 Date:

Summit Healthcare Association
dba/ Summit Regional Healthcare Medical
Center, Inc.

Date:

Show Low Fire District

Date:

Pinetop Fire District

Date:

White Mountain Lakes Fire District

Date:

Linden Fire District

Date:

Pinedale-Clay Springs Fire District

Date:

Lakeside Fire District

Date:

Joseph City Fire District

Date:

Sun Valley Fire District

Date:

Heber-Overgaard Fire District

Date:

465 First Avenue
P.O. Box 970
Holbrook, AZ 86025

CITY OF HOLBROOK



Telephone: (928) 524-6225
Fax: (928) 524-2159
holbrookcity@ci.holbrook.az.us

REQUEST FOR BIDS

The City of Holbrook is accepting sealed bids for concrete.

Proposals must be received by July 9, 2014 by 12 p.m. Noon at City Hall, 465 1st Avenue, Holbrook, Arizona and must be marked "CONCRETE". The City of Holbrook reserves the right to accept or reject any or all proposals, or any part or parts of any or all proposals. In making an award, the City of Holbrook reserves the right to consider all elements entering into the question determining the ability of the Bidder to supply the required items in a good and timely manner.

It is anticipated that the Holbrook City Council will make an award or reject all proposals July 22, 2014, 6:00 p.m. at the Holbrook City Hall. However, the City of Holbrook, at its discretion, may postpone said action for such time as the Holbrook City Council may designate.

To obtain bid specifications or for further information contact Ray Alley, City Manager at 928-524-6225 or 928-241-8488 or rayalley@ci.holbrook.az.us.

BIDDERS PROPOSAL SHEET
 CITY OF HOLBROOK
 465 1ST AVENUE
 HOLBROOK, AZ 86025

DATE 7/8/14COMPANY NAME Quality Ready MixADDRESS 1250 N. Pecos Rd Show Low, AZ 85901PHONE 928.537.5716

The undersigned bidder declares that before preparing his/her bid he/she read carefully the request for bids and that his/her bid is made with the full knowledge of the kind, quality and quantity of equipment, materials to be furnished and his/her bid is as follows:

Said bidder proposes and agrees that if his/her proposal is accepted, he/she will enter into a contract with the City of Holbrook within seven (7) days after acceptance of his/her bid at the following scheduled prices. The bidder understands that the bid prices are for a period of 1-year. All concrete/slurry prices include 1 Cubic Yard minimum delivery, guaranteed delivery with a 24 hour advanced notice and with 10 minute spacing between trucks or as previously arranged. As with all City bids, a 5% local preference will be given.

ITEM	UNIT	UNIT COST
BASE BID		
MAG Class AA, 4000 PSI 4-6% air entrained	CY	<u>106.49</u>
MAG Class A, 3500 PSI 4-6% air entrained	CY	<u>103.99</u>
MAG Class A, 3000 PSI 4-6% air entrained	CY	<u>101.49</u>
MAG Class B, 2500 PSI	CY	<u>98.49</u>
ACCELERATOR	OZ/CY	<u>.20</u>
RETARDER	OZ/CY	<u>.14</u>
FIBER MESH	CY	<u>6.00</u>
ONE SACK SLURRY	CY	<u>84.49</u>
TWO SACK SLURRY	CY	<u>88.49</u>
THREE SACK SLURRY	CY	<u>91.49</u>
MAG ABC DELIVERED W/15 ton minimum	TON	<u>N/A</u>
MAG ABC FOB PLANT	TON	<u>N/A</u>

Cher Reyes

From: League of Arizona Cities and Towns <league@azleague.org>
Sent: Wednesday, June 25, 2014 10:52 AM
To: Cher Reyes
Subject: Connection - The League's monthly online newsletter: June 2014

If you encounter difficulties viewing this newsletter, please select this link.

The League's monthly
online newsletter

Issue 134 • June 2014



League of Arizona
Cities AND Towns

Connection

League News:

2014 League Annual
Conference

League Corporate
Sponsorship
Opportunities

Youth Program
Registration Available
Soon

Register for the
Showcase of Cities and
Towns and/or Parade of
Flags

Upcoming Webinar -
Community Gardens:
Fad or Future?

2014 New Laws Report

League Staff to Travel
the State to Give
Legislative Update

Nominations for 2014
Gabe Zimmerman Public
Service Awards

ADOT Statewide Freight
Planning Process

Arizona DMV Introduces
New Driver License &
Identification Card

2014 League Annual Conference

August 19-22, 2014

Sheraton Phoenix Downtown
Phoenix, AZ

We look forward to seeing you at the League's Annual Conference. It is shaping up to be a great event in Phoenix. To view the agenda and variety of concurrent workshops and sessions planned for the League of Arizona Cities and Towns Annual Conference, please point your browser here.

LEAGUE ANNUAL CONFERENCE
2014
Phoenix | August 19-22
CONFERENCE

League Corporate Sponsorship Opportunities

The League of Arizona Cities and Towns offers four levels of sponsorship through its annual conference. For more information on the sponsorship levels and benefits, please point your browser here.

For additional questions, please view the Sponsor Information Kit.

If you have any questions or suggestions, please contact League staff at league@azleague.org or 602-258-5786.



CITY OF HOLBROOK

INVOICE APPROVAL REPORT

**BY GL NUMBER WALT'S
HARDWARE**

07/04/2014 THRU 07/16/2014

TOTAL **\$813.19**