MEMORANDUM OF UNDERSTANDING
between
NORTHEAST ARIZONA TRAINING CENTER, INC. (NATC)
and
NORTHLAND PIONEER COLLEGE

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into by and between the Northeast Arizona Training Center, Inc., hereinafter referred to as NATC, and the Northland Pioneer College, hereinafter referred to as NPC or Member.

PURPOSE: The purpose of this MOU is to provide NPC with membership in NATC as stated in the NATC Articles of Incorporation, Bylaws and other related documents. This MOU shall also provide a framework for cooperation for sharing information and resources pertaining to training and education of emergency services personnel; to coordinate and cooperate in the construction, operation and monitoring of NATC’s all-risk emergency training facilities located in Taylor, Arizona; and to provide program oversight to the education and training of all risk emergency services professionals involved in public or private emergency services. This cooperation serves the mutual interest of the parties and the public in general.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS: The parties share similar concerns and objectives with regard to the coordination, cooperation, and communications of emergency services education and training in the communities and organizations supported by NATA and NPC. The parties confront many of the same challenges in the allocation of scarce resources to provide certified emergency services training and manage facilities within their respective jurisdictions. The parties agree the sharing of resources, facilities and funds will improve services that would benefit the citizenry of Northeast Arizona. The parties desire to coordinate and cooperate in the construction, administration, and monitoring of all risk emergency services training facilities. The parties also desire to coordinate and provide program oversight to the education and training of all risk emergency services personnel. In consideration of the above premises, the parties agree as follows:

DURATION: This MOU shall become effective when it has been duly authorized by each of the parties and executed originals of this MOU and other appropriate documents evidencing such approval, have been filed at the central communications address of NATC with copies to the other Members. This MOU shall be reviewed by the parties, at a minimum of every five years.

DEFINITIONS:

Member - shall mean any governmental unit, publicly owned company or political subdivision of the State of Arizona, private corporation, association, foundation, company, partnership or individual which has entered into and formally executed this Memorandum of Understanding with proper legislative approval, and is, at the time in question, current with all costs of participation.
Subscriber - shall mean any governmental unit, publicly owned company or political subdivision of the State of Arizona, private corporation, association, foundation, company, partnership or individual contracting services from NATC and, unless the context clearly indicates otherwise, may be used hereinafter synonymously with “customer”.

Core Categories - shall mean those special training areas of interest that include; Structural Fire, Industrial Safety, Law Enforcement, Education, Local Government, and Wildland Fire.

Director - shall mean the individual appointed by a Member or group of Members to be its representative to NATC.

Board of Directors - shall mean the governing body of NATC.

Staff - shall mean any person working for NATC, either paid or as a volunteer, under the direction of the Board of Directors.

FINANCIAL MANAGEMENT:

A. Program Development Budget – Drawing upon such assistance from the Members as shall reasonably be required, based upon such direction the Board provides, the Executive Director of NATC shall prepare a Five Year Program Development Budget for the purpose of planning anticipated expenses, financing sources, proposing capital improvements and prioritizing long term program development. The Board of Directors shall vote to approve the Program Development Budget and present to the Members.

B. Annual Operating Budget – Drawing upon such assistance from the Members as shall reasonably be required, based upon such direction the Board provides, the Executive Director of NATC shall prepare an Annual Operating Budget (the “Operating Budget) by April 1st of each year this MOU is in effect for the following fiscal year which shall commence on July 1st. The Operating Budget shall set forth anticipated expenses, financing sources, and proposed service levels necessary to carry out the business of NATC. The Board of Directors shall vote to approve the Annual Operating Budget and present the Annual Operating Budget to the Members no later than May 1st of each year.

C. Special Project Budget – Upon direction by the Board of Directors, the Executive Director of NATC shall prepare a special budget for particular projects that are identified after ratification of the Five Year Program Development Budget. The Five Year Program Development Budget will be amended after the Board of Directors have voted to approve the Special Project and presented it to the Members for consideration.

D. Authorities – The Board of Directors shall have the authority to communicate with individual Members and to take whatever measures the Board deems necessary to accomplish NATC’s purposes as set forth above. The Board of Directors shall further have the
authority to maintain and utilize assets purchased with Member contributions, or other funds contributed to NATC. The Board of Directors are hereby authorized by the Members to do all that is necessary for the exercise of said authorities within the constraints of the approved Annual Operating Budget, Special Project Budget, and Member contributions, including, but not limited to any or all of the following: hiring employees or consultants, entering into contracts, acquiring, holding or disposing of property, incurring debts, liabilities or obligations within the limits of any applicable law required by the exercise of these authorities, developing and approving budgets and financial expenditures, and such other authorities as prescribed within the approved Bylaws.

NEW MEMBERS: After the effective date of this MOU, the parties agree that any governmental unit, publicly owned company or political subdivision of the State of Arizona, private corporation, association, foundation, company, partnership or individual may become a Member of NATC upon application to, and approval by, the Board of Directors. Approval by the Board of additional Members shall be conditioned upon the following:

A. **Reimbursement** – Reimbursement by the new Member to NATC for the expenses of NATC resulting from addition of the new Member, including, but not limited to, reasonable attorney’s fees, consultants’ fees, accountants’ fees, engineering fees and all other such reasonable out-of-pocket expenses as may be incurred.

B. **Adoption** – Adoption by the duly elected governing body of the new Member of this MOU, and such resolutions and ordinances as shall be appropriate to permit the new Member to participate in NATC activities.

C. **Compliance** – Compliance by the new Member with such other conditions as may be determined appropriate by the Board of Directors before such new Member is admitted as a Member of NATC.

D. **Eligibility** – Any governmental unit, publicly owned company or political subdivision of the State of Arizona, private corporation, association, foundation, company, partnership or individual with the responsibility for providing emergency services and education shall be eligible to become a Member of NATC.

WITHDRAWAL: Any Member may withdraw from this MOU by filing written notice of its intention to do so with the central communications address of NATC and each of the other Members. The withdrawal of any Member from this MOU shall in no way affect the rights and obligations of the remaining Members, except as agreed upon between the remaining Members.

TERMINATION AND DISPOSITION OF PROPERTY: This MOU shall be deemed terminated if only one Member continues to participate in NATC, or when all participating Members choose to terminate it. Upon the dissolution of NATC, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all its assets and the remainder of the Operating Budget exclusively for the purposes of
the corporation in such a manner, or to such organizations organized and operated exclusively for charitable, educational, religious or scientific purpose as shall at the time qualify as an exempt organization or organizations under Section 170(c) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Laws) as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the Superior Court of the county in which the principle office of NATC is then located, exclusively for such purpose or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purpose.

COOPERATION AND PUBLIC CHARGE: The parties hereby agree that they shall cooperate so far as possible within the constraints of applicable law to effectuate the intent of this MOU. Members are encouraged but shall not be required to contribute available personnel or employee time, and other available resources without cost to NATC. NATC shall at all times, act within conformity with all applicable laws, statutes and regulations, including equal opportunity and equal access provisions. Members and the Board of Directors agree that they will make decisions and act in accordance with the public interest, so as to best benefit their citizens and subscribers.

INSURANCE AND HOLD HARMLESS: NATC shall be responsible for any insurance necessary for the operation of NATC activities and agrees to hold harmless NATC Members, because of their participation in any NATC activities, or as the result of any action or omission by NATC. No Member shall be personally liable for the acts, debts, liabilities or obligations of NATC as provided by A.R.S. § 10-3612.

SEVERABILITY: Should any part, term, or provision of this MOU be by any agency or court of competent jurisdiction declared to be illegal or in conflict with any law whatsoever, or otherwise rendered unenforceable or ineffectual, the remaining portions or provisions of this Memorandum of Understanding shall nonetheless remain in effect and the parties each agree that they would have entered into each provision of this Memorandum of Understanding separately even if none of the other provisions have been included.

AMENDMENT: This MOU may only be amended by mutual agreement of the parties. Such amendment must be committed to writing.

ANNUAL AUDIT, REPORTING AND RECORD KEEPING: The Board of Directors shall report all proposed amendments to this MOU or any Bylaws promulgated pursuant to this MOU, any meeting changes, changes in budget, and any information important to this MOU to the Members. All documents required to be made available under any local, state, or federal law or regulation shall be deposited at the central communications address. Once annually, the Board shall engage an independent accounting firm to perform an audit of the budget of NATC, which audit shall be distributed to each Member in summary form. All such documents and any and all documents maintained by, or pertaining to NATC shall be available upon reasonable notice for inspection by any Member.
PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations or individuals.

PRINCIPAL CONTACT: The principal contacts for this MOU are:

NATC contact:
Northeast Arizona Training Center
PO Box 1911
Taylor, AZ 85939
Phone: (928) 524-4004
Fax:(928) 524-4244
Email: Training_Risk@hotmail.com

NPC contact:
Blaine Hatch
Vice President for Administrative Services
PO Box 610
Holbrook, AZ 86025-0610
Phone: (928) 524-7600

NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either party to transfer funds. Specific work projects or activities that involve the transfer of funds, services or property among the parties require execution of separate agreements and be contingent on the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or regulatory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

THE PARTIES HERETO have entered into and executed this Memorandum of Understanding on this 19th day of September, 2004.

Northeast Arizona Training Center, Inc. Northland Pioneer College

Keith B. Webb
Chairman

Richard Fleming
Name
Title