

## NOTICE OF MEETING

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Central Arizona Fire and Medical Authority Board of Directors and the general public that the Central Arizona Fire and Medical Authority will hold a meeting open to the public on **Tuesday, April 19, 2016 at 4:00 p.m.** The meeting will be held at **Chino Valley Fire District, 1133 W. Road 3 North, Chino Valley, Arizona.** The Board may vote to go into Executive Session on any agenda item, pursuant to A.R.S. §38-431.03(A)(3) for discussion and consultation for legal advice with the Authority's Attorney on matters as set forth in the agenda item. The following topics and any variables thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action.

### AGENDA

#### 1. CALL TO ORDER / ROLL CALL OF BOARD MEMBERS

#### 2. PLEDGE OF ALLEGIANCE

#### 3. CALL TO THE PUBLIC

Those wishing to address the Central Arizona Fire and Medical Authority need not request permission in advance. The Board is not permitted to discuss or take action on any item raised in the Call to the Public due to restrictions of the Open Meeting Law; however, individual Board members may be permitted to respond to criticism directed to them. Otherwise, the Board may direct the staff to review the matter or the matter may be placed on a future agenda.

#### 4. CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine by the Central Arizona Fire and Medical Authority Board and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately for discussion and possible action.

- A. Approve Board Meeting Minutes of March 15, 2016
- B. Approve Nationwide Retirement Solutions Resolution 2016-03 Establishing a Post Employment Health Plan (PEHP) for Public Employees Program
- C. Approve Nationwide Retirement Solutions Resolution 2016-04 Establishing a Deferred Compensation Plan
- D. Approve Houston-Galveston Area Council HGACBuy Interlocal Contract for Joining Membership
- E. Approve Arizona Public Employers Health Pool (APEHP) Membership Participation Agreement
- F. Approve First Amendment to the Arizona Public Employers Health Pool (APEHP) Membership Participation Agreement
- G. Approve Broker Services Agreement for Arizona Public Employers Health Pool (APEHP)
- H. Approve Arizona Mutual Aid Compact
- I. Approve Purchasing Agreement - Auto Renewal
- J. Approve Purchasing Agreement - Three Year Renewal

#### 5. OLD BUSINESS

- A. Discussion and Possible Action Regarding Property and Building at 8603 Eastridge Drive - Prescott Valley, Arizona (Parcel 103-05-009P)

#### 6. NEW BUSINESS

- A. Presentation and Discussion of Fiscal Year 2016-2017 Draft Budget

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If any disabled person needs any type of accommodation, please notify  
Central Arizona Fire and Medical Authority at (928) 772-7711  
prior to the scheduled meeting time.



- B. Update I Discussion Regarding Joint Powers Authority, Property, and Personnel
- C. Approve ImageTrend Software Licensing Agreement and Addendum to Professional Services Contract
- D. Discussion and Direction to Staff Regarding the Process of Nominations and Elections of CAFMA PSPRS Local Board Members to Establish Board No Later Than May 2016
- E. Appoint and Swear In CAFMA PSPRS Local Board Chairperson

7. VOTE TO GO INTO EXECUTIVE SESSION

- A. Personnel Issue Pursuant to A.R.S. §38-431.03(A)(1) Regarding Contract Negotiations Between Fire Chief Scott Freitag and Central Arizona Fire and Medical Authority
- B. Discussion and Instruction Pursuant to A.R.S. §38-431.03(A)(7) Regarding Negotiations for the Purchase of Real Property

8. OLD BUSINESS CONTINUED

- A. Discussion and Possible Action Regarding Property and Building at 8603 Eastridge Drive – Prescott Valley, Arizona (Parcel 103-05-009P) Discussed in Executive Session

9. NEW BUSINESS CONTINUED

- A. Discussion and Possible Action Regarding Contract Negotiations Between Fire Chief Scott Freitag and Central Arizona Fire and Medical Authority

10. ADJOURNMENT

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CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY  
FIRE BOARD  
REGULAR SESSION

March 15, 2016

MINUTES

1. CALL TO ORDER / ROLL CALL OF BOARD MEMBERS

Board Clerk Pettit called the Central Arizona Fire and Medical Authority (CAFMA) Board of Directors' meeting to order on Tuesday, March 15, 2016 at 4:01p.m. at the Town of Prescott Valley, 7401 E. Civic Circle, Prescott Valley, Arizona.

Members Present: Board Clerk Julie Pettit, Board Members Dave Dobbs, Darlene Packard, Bob Page

Members Absent: Board Chairman Steve Rutherford

Staff: Fire Chief Scott Freitag, Assistant Chief of Administration Dave Tharp, Administrative Assistant III Laura Mowrer, Administrative Assistant Kylee Burch

Others in Attendance: Attorney Nick Cornelius (Telephonically)

Board Clerk Pettit resided over meeting as the Board Chair due to Chairman Rutherford's absence.

2. PLEDGE OF ALLEGIANCE

Board Chair Pettit led the recitation of the Pledge of Allegiance.

3. PRESENTATIONS

A. Wage and Benefit Considerations – Labor Representative

Chief Freitag mentioned that this item is only on the CAFMA agenda, because any requests for next fiscal year will go through CAFMA.

Attorney Cornelius joined the meeting telephonically.

Union President Jared Beard addressed the Board and stated that personnel are not asking for additional benefits. However, they are asking that their wages and benefits be maintained going forward. He does realize that changes made by the City of Prescott may have ramifications on our personnel.

Board Member Dobbs asked Union President Beard for a list of employee concerns.

Union President Beard mentioned personnel are concerned with the cost of health insurance. He explained that there are firefighters paying 23% of their net income toward insurance premiums. He also mentioned that personnel would like to return to the old merit increases; however, they understand the fiscal restraints and want CAFMA to succeed.

Board Member Packard thanked Union President Beard and the Union for their cooperation.

Chief Freitag stated the labor has been true partners with developing CAFMA. He explained that utilization of health benefits also drives the costs. He is hoping to educate employees on how to make the best choices as they utilize health insurance.

Chief Freitag explained that annual pay increases were reduced from 5% to 2.5% and spread over 13 years instead of 7. He also mentioned that there has been some wage compression due to wages being frozen and additional personnel being hired. Wages are being unfrozen for Chino members with the creation of the Authority. Chief Freitag again thanked the Union for their support.

Chair Pettit thanked Union President Beard for the sacrifices the members have made.

#### 4. CALL TO THE PUBLIC

Chair Pettit opened the meeting for public comments.

There were no comments from the public.

#### 5. NEW BUSINESS

##### A. Approve Board Meeting Minutes of February 16, 2016

Board Member Page made a motion to approve the Board meeting minutes from February 16, 2016. Board Member Dobbs seconded the motion. MOTION CARRIED

AYES: Dobbs, Packard, Page, Pettit  
NAYS: None



B. Update and Discussion Regarding Joint Powers Authority, Property, and Personnel

Chief Freitag stated that the third Strategic Planning Committee meeting is scheduled for tomorrow to discuss current goals as they relate on the Strengths, Weaknesses, Opportunities, Challenges, and Threats (SWOC-T) analyses. He continues to work with Pioneer Title in order to transfer the Chino Valley Fire District deeds to CAFMA on July 1. Uniforms are changing over and vehicle logos are slowly changing. Facilities Maintenance Coordinator Tom Muniz has finalized paperwork for updating the building signs with the costs being split over two fiscal years. We have a plan to standardize mobile radios and update a significant number of them next fiscal year. After July 1 the real work will begin for Operations as the cultures need to integrate and there will be more movement between Battalion 3 and Battalion 6. Station 57 will officially become part of Battalion 6 and be overseen by the Battalion Chief located in Chino. Some of the Battalion Chiefs have already started learning the other areas and working with the other crews. The majority of the workload is on the Administrative staff.

Chief Tharp stated that he has confirmed bank accounts with Yavapai County for CAFMA. Public Safety Personnel Retirement System (PSPRS) and Arizona State Retirement System (ASRS) accounts are being established. We are working on credit card accounts and payroll pass-through accounts with Chase Bank. We are progressing with the accounting software in preparing the payables and payroll modules. Letters have been sent to agencies that we have intergovernmental agreements (IGA) with. We are preparing letters for about 480 vendors that need to be transferred. We will need to facilitate new contracts if the agencies request them prior to July 1. Staff is addressing payroll issues and will be requesting updated withholding documents from employees by the end of the April. We are working with Attorney Cornelius to update fee schedules, contract language, and fire protection agreements. We are trying to get as much done in advance as possible.

Chair Pettit asked how staff is handling the additional workload. Chief Tharp stated that his staff is stretched pretty thin; he is hopeful that most agencies will be okay with retaining the current agreements. However, he believes we may need additional support once the vendors start contacting us regarding changing to CAFMA.

Chief Tharp stated that he is working with Nationwide Retirement Solutions to transfer the deferred compensation and retirement accounts.

Chair Pettit suggested that the Union be encouraged to assist with completing the required paperwork in a timely manner.

Chief Freitag shared that as with any organization that has been around for some time, you get comfortable with how things are done. When you have to make a significant change, you find out that the way things were previously done was not the best. Some items are taking longer than expected to update. As items are uncovered, policies and procedures are being developed for moving forward. There may be non-critical items that still require attention after July 1.

Chief Freitag mentioned that Central Yavapai and Chino Valley Fire Boards will conduct his evaluation today; however, his contract will be negotiated with the CAFMA Board of Directors in April.

C. Discussion of Budget Process / Updates and Schedule of Work Study Session

Chief Freitag proposed Wednesday, April 6 at 10:00 a.m. for the budget work study session. He explained that there are five budgets: Central Yavapai and Chino without the fire authority, the CAFMA budget, and Central Yavapai and Chino with the CAFMA budgets. We are still waiting for healthcare insurance quotes.

The Board was in agreement with this date and time. Chief Freitag will present this information to the Chino Valley Fire District Board and provide final confirmation.

6. ADJOURNMENT

Chair Pettit adjourned the meeting at 4:35 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY**

**Resolution No. 2016-03**

**NATIONWIDE RETIREMENT SOLUTIONS  
POST EMPLOYMENT HEALTH PLAN  
FOR PUBLIC EMPLOYEES PROGRAM**

A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY TO ADOPT THE POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES FOR THE FULL-TIME EMPLOYEES OF THE CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY (THE EMPLOYER).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Central Arizona Fire and Medical Authority wishes to contribute, on behalf of its eligible employees, portions of its employee's salary and accumulated compensated absences to meet its employee's post employment health care needs and expenses; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

THEREFORE IT IS HEREBY RESOLVED, APPROVED ADOPTED, AND DIRECTED AS FOLLOWS:

RESOLVED, that the Governing Board of the Central Arizona Fire and Medical Authority, meeting in regularly scheduled session, this 19th day of April, 2016, hereby adopts this PEHP program on behalf of the eligible employees of the Central Arizona Fire and Medical Authority;

FURTHER RESOLVED, that the Governing Board of the Central Arizona Fire and Medical Authority are hereby authorized to execute, on behalf of the eligible employees of the Central Arizona Fire and Medical Authority, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

APPROVED AND ADOPTED this 19th day of April, 2016.

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Board Chairman  
Central Arizona Fire and Medical Authority

ATTEST:

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Board Clerk  
Central Arizona Fire and Medical Authority

**CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY**

**Resolution No. 2016-04**

**NATIONWIDE RETIREMENT SOLUTIONS  
DEFERRED COMPENSATION PROGRAM**

A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY TO ESTABLISH A DEFERRED COMPENSATION PLAN FOR THE FULL-TIME EMPLOYEES OF THE CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY (THE EMPLOYER).

WHEREAS, The Employer has considered the establishment of a Deferred Compensation Plan to be made available to all eligible employees, pursuant to Section 457 of the Internal Revenue Code permitting such Plans; and

WHEREAS, certain tax benefits could accrue to employees participating in said Deferred Compensation Plans; and

WHEREAS, such benefits will act as incentives to employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement and Social Security (if applicable); and

WHEREAS, the Employer has established a Master Deferred Compensation program for its employees, permitting its employees to enjoy the advantages of this Program; and

WHEREAS, by adoption of the Nationwide Program, all regulatory, operational, and administrative responsibilities are hereby assumed by Nationwide on behalf of the Central Arizona Fire and Medical Authority.

WHEREAS, Nationwide as Plan Administrator, agrees to hold harmless and indemnify the Central Arizona Fire and Medical Authority, its appointed and elected officers and participating employees from any loss resulting from the Central Arizona Fire and Medical Authority or its Agent's failure to perform its duties and services pursuant to the Nationwide Program;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY OR NATIONWIDE REPRESENTATIVE DOES HERBY RESOLVE AS FOLLOWS:

RESOLVED, that the Governing Board of the Central Arizona Fire and Medical Authority, meeting in regular scheduled session, this 19th day of April, 2016, hereby adopts the Nationwide Deferred Compensation Program and hereby establishes the Central Arizona Fire and Medical Authority Deferred Compensation Plan for the voluntary participation of all eligible employees; and

FURTHER RESOLVED, The Nationwide Retirement Solutions is hereby authorized to execute

for the Central Arizona Fire and Medical Authority, individual participation agreements with each said employee requesting same, and to act as the "Administrator" of the Plan representing the Employer, and to execute such agreements and contracts as are necessary to implement the program; and

FURTHER RESOLVED, this Resolution shall be effective after its passage and approval.

RESOLVED AND ADOPTED by the Governing Board of the Central Arizona Fire and Medical Authority, this 19th day of April, 2016.

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Board Chairman  
Central Arizona Fire and Medical Authority

ATTEST:

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Board Clerk  
Central Arizona Fire and Medical Authority



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

#### **THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (*local government, agency, or non-profit corporation*)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory Date

***Houston-Galveston Area Council***  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

*\*Denotes required fields*

rev. 12/15

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to **713-993-2424**. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_\_) \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

**Official Contact:** \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

**Authorized Official:** \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_  
(Purchasing Agent/Auditor etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_  
(EMS Director/Fire Chief etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: \_\_\_\_\_

Ph No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Title: \_\_\_\_\_

Ph No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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Fx No. : (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**\* denotes required fields**



**ARIZONA PUBLIC EMPLOYERS HEALTH POOL  
MEMBERSHIP/PARTICIPATION AGREEMENT  
(As amended 2013)**

1. Parties. The parties to this Membership/Participation Agreement (the “**Agreement**”) are the Arizona Public Employers Health Pool, an Arizona nonprofit corporation (the “**Pool**”) and either Central Arizona Fire and Medical Authority, a political subdivision of the state (the “**Member**”) or N/A a charter school (a “Non-Member Participant”).

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain objectives:

2.1. WHEREAS, A.R.S. § 11-952.01, as amended, permits two or more public agencies, as defined in A.R.S. § 11-951, to enter into contracts pursuant to the provisions of A.R.S. § 11-952.01, as may be amended from time to time, or otherwise allowed by applicable law, for the joint purchase of life insurance, disability insurance, accident insurance or health benefits plan insurance and to pool retention of such risks, as may be determined hereafter by the Board of Directors of the Pool (“**Board**”); and

2.2. WHEREAS, the Pool is administered by an administrator (the “**Administrator**”) designated by the Board; and

2.3. WHEREAS, the Member or the Non-Member Participant (as applicable) desires to enter into an agreement to provide to the employees of the Member or the Non-Member Participant certain insurance and health benefits.

2.4. WHEREAS, A.R.S. Sec. 11-952.01 (P), as may be amended, authorizes a risk retention pool to include charter schools in the programs as program participants (each a “Non-Member Participant”) provided by risk retention pools, and A.R.S. Sec. 15-183 (M), as may be amended, authorizes charter schools to participate in programs provided by risk retention pools; and

2.5. WHEREAS, the Non-Member Participant is sponsored by the Arizona Department of Education or the Arizona State Board for Charter Schools and now desires to enter into an agreement with the Pool to participate in the Pool.

NOW, THEREFORE, the Pool and Member agree as follows:

3. Coverage. The Pool shall provide such coverages to the employees of the Member or Non-Member Participant (as applicable) as more particularly described in the Plan Documents attached hereto as Appendix A, and incorporated by this reference (the “**Plan Documents**”). The terms of this Agreement and the Plan Documents may be amended by majority vote of the Board, provided, that any amendment to this Agreement become effective upon a date designated by the Board after first giving the Member or Non-Member Participant (as applicable) at least thirty (30) days’ prior written notice thereof. Notwithstanding the foregoing: (i) the Board may, without prior notice to the Member or Non-Member Participant, amend this Agreement if the amendment does not decrease or materially change the coverage available to

the Member or Non-Member Participant, including, but not limited to, incidental or grammatical amendments (ii) individual Plan Documents may contain separate amendment provisions which shall take precedence over this Section 3. Plan Document changes do not require 30 days' prior written notice.

3.1. Term and Renewal. This Agreement shall become effective July 1, 2016 (“**Agreement Effective Date**”). The anniversary date of this Agreement shall be July 1 of the year following the Agreement Effective Date (“**Anniversary Date**”). This Agreement shall automatically be renewed annually thereafter unless terminated pursuant to Section 3.2 or Section 6 of this Agreement.

3.2. Termination for Cause. The Board may at any time during the term of this Agreement or any extensions thereof suspend or terminate coverage for nonpayment of Contribution or any other breach by the Member of the terms of this Agreement. Coverage shall be suspended or terminated pursuant to Section 6 of this Agreement.

3.3. Termination Without Cause. Except as provided in Section 4 of this Agreement, this Agreement may be terminated by the Pool or the Member or Non-Member Participant (as applicable) by written notice of termination given at least ninety (90) days prior to the then current Anniversary Date of this Agreement. The Board may in its sole and absolute discretion, and only in the event of extra-ordinary circumstances demonstrated by the Member or Non-Member Participant, grant the Member or Non-Member Participant a thirty (30) day extension of coverage under the Plan Documents on such renewal terms and conditions that are submitted to the Member or Non-Member Participant by the Administrator for the next succeeding renewal year, pro-rated by the Administrator for the thirty (30) day extension period. Any extension granted pursuant to this Section 3.3 shall not change the Anniversary Date if the Agreement is renewed. If the Agreement is not renewed, the Agreement shall terminate upon the expiration of the thirty (30) day extension period.

3.4. Statutory Termination. The Member or Non-Member Participant may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.

3.5. Distribution of Assets On Termination. In the event the Member or Non-Member Participant shall terminate this Agreement for any reason, or in the event the Board shall terminate this Agreement pursuant to Section 3.2 or Section 6 of this Agreement, the Member shall thereupon forfeit any and all rights to the return of any surplus or other legally permitted distributions from the Pool, and the Member and the Non-Member Participant shall forfeit any and all rights to any unearned Contributions. Non-Member Participants are not allocated any Net Asset distributions.

3.6. Effect of Termination. Notwithstanding the termination of this Agreement, following the date of termination, the Member or the Non-Member Participant (as applicable) shall assist the Pool in connection with the processing of covered claims and making eligibility determinations.

4. Termination of the Pool. Notwithstanding any other provision hereof, the Pool may be terminated at such time as the Board determines (by a vote of at least two-thirds of the

number of Board Members then serving on the Board at a duly called meeting of the Board at which a quorum is present) that the number of Members of and Non-Member Participants in the Pool are insufficient or that the size of the Pool is too small to provide insurance and health benefits hereunder. Any termination pursuant to this Section 4 shall not be effective until the Board shall have given each Member or each Non-Member Participant at least ninety (90) days' written notice. Upon termination of the Pool, and after making adequate provision for all pending and anticipated claims, the assets of the Pool shall be liquidated, a final accounting shall be made, and the assets thereafter remaining in the Pool shall be distributed among the then-existing Members of the Pool in accordance with an asset distribution plan as established by the Board. Non-Member Participants are not entitled to any distribution of assets.

5. Fees and Pool Assets.

5.1. Contribution. The Plan Documents shall set forth the payment obligations of the Member or Non-Member Participant (as applicable) (the “**Contribution**”) for the current policy year of this Agreement. The Contribution shall be based on claims experience, exposure and trending analyses as recommended by the Administrator and other consultants to the Board and as approved by the Board. The Member or Non-Member Participant (as applicable) agrees to furnish the Pool all available information requested by the Pool's Administrator to enable the Administrator and the Board to determine the Member's or Non-Member Participant's Contribution. The Member or Non-Member Participant shall pay its total Contribution to the Pool in cash or cash equivalents within thirty (30) days after the Anniversary Date, or no later than such later dates as may be permitted by the Board pursuant to a payment plan established by the Administrator and approved by the Board.

5.2. Member/Non-Member Participant Employees.

5.2.1 The Pool shall have no obligation to collect any payments from Member or Non-Member Participant employees except as may be required under the Plan Documents in connection with COBRA benefits.

5.2.2 The Member or Non-Member Participant (as applicable) shall not offer any direct or indirect incentive to a Member or Non-Member Participant employee to induce the Member or Non-Member Participant employee to decline any coverage under the Plan Documents. If a Member or Non-Member Participant offers a direct or indirect incentive to a Member or Non-Member Participant employee to decline any coverage under the Plan Documents, and if the Member or Non-Member Participant employee declines such coverage, upon demand by the Pool the Member or Non-Member Participant (as applicable) shall pay the Pool as liquidated damages and not as a penalty an amount equal to the Contribution that would have been payable for the declined coverage. Such amount shall be paid in a lump sum payment equal to the aggregate amount of Contribution payments that would have been payable from the date that coverage for the Member or Non-Member Participant employee terminated until the date of the Pool's demand for such payment and shall continue monthly thereafter until such time that the Member or Non-Member Participant employee either terminates employment with the Member or Non-Member Participant or enrolls for new coverage under the Plan Documents.

5.3. Pool Assets. All assets of the Pool shall be owned by the Pool and shall not in any way be deemed an asset of any employee of the Member or Non-Member Participant (as applicable). To the extent permitted by law, all Pool benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or any other legal process.

6. Suspension. In the event the Member or Non-Member Participant (as applicable) (i) fails to pay its Contribution as specified herein or (ii) fails to comply with any of the other terms of this Agreement, the Pool may, if such failure is not cured after ten (10) days' written notice, terminate the Member's or Non-Member Participant's coverage under this Agreement. The date of such termination shall be referred to as the "**Coverage Termination Date.**" Notwithstanding such termination of coverage, the Member shall retain its rights to the return of any unearned Contribution and any surplus or other distributions from or assets of the Pool for a ninety (90) day period (the "**Ninety Day Reinstatement Period**") following such notice by the Pool, and the Non-Member Participant shall retain its rights to the return of any unearned Contribution during the Ninety Day Reinstatement Period. To retain this right, the Member or Non-Member Participant must notify the Pool in writing during the Ninety Day Reinstatement Period of the Member's or Non-Member Participant's election (the "**Reinstatement Election**") to reinstate coverage by delivering to the Pool a payment in an amount equal to the outstanding Contribution and otherwise curing the failure giving rise to the termination of coverage. Upon the Pool's receipt of such payment and evidence documenting that the Member or Non-Member Participant has cured the failure giving rise to the termination of coverage, together with such data and other information as the Pool may reasonably request, and provided that the Administrator determines (in the exercise of the Administrator's sole and absolute discretion) that the reinstatement of coverage is appropriate based on sound business judgment, claims experience and exposure during the Ninety Day Reinstatement Period (or applicable portion thereof), coverage under this Agreement and the Plan Documents will be reinstated, effective as of the Coverage Termination Date. If the Member or Non-Member Participant fails to provide the Pool the Reinstatement Election (together with such documentation, data and other information as required pursuant to this Section 6) during the Ninety Day Reinstatement Period, or if the Member or Non-Member Participant provides the Reinstatement Election (together with such documentation, data and other information as required pursuant to this Section 6) during the Ninety Day Reinstatement Period and the Member's or Non-Member Participant's reinstatement is denied pursuant to this Section 6, upon the expiration of the Ninety Day Reinstatement Period, the Member or Non-Member Participant (as applicable) shall cease to be a Member of or Non-Member Participant in the Pool, shall lose all rights as a Member of or Non-Member Participant in the Pool including, (without limitation) in the case of the Member, the right to return of any surplus or other distributions from or assets of the Pool, and shall remain liable for all accrued amounts owed to the Pool. In the event of such termination, the Member or Non-Member Participant shall be relieved of any liability for ordinary Contributions under Section 5 for fiscal years after the year of the Member's or Non-Member Participant's (as applicable) termination. The Member's or Non-member Participant's liability for additional assessments shall continue to the extent provided in Section 7 below.

7. Assessment. If the Pool is determined to be insolvent or is otherwise found to be unable to discharge its legal liabilities and other obligations, the Members of the Pool and the Non-Member Participants shall be assessed on a pro rata basis as calculated by the amount of each Member's or Non-Member Participant's annual Contribution in order to satisfy the

deficiency. The amount of such assessment (“**Assessment**”) may not exceed the amount of the Member's or Non-Member Participant's (as applicable) annual Contribution to the Pool for the year in which the Assessment is made or (if the Member or Non-Member Participant has withdrawn from the Pool) for the last year that the Member was a Member of the Pool or (in the case of a Non-Member Participant) the last year that the Non-Member Participant was participating in the Pool. The amount of each Assessment and a description of the manner of calculating the same shall be provided to the Member or Non-Member Participant (as applicable) in writing (the “**Assessment Notice**”), and the Member shall pay such Assessment pursuant to the terms and conditions of the Assessment Notice. The Member or Non-Member Participant (as applicable) shall remain liable for Assessments for liabilities of the Pool incurred during the Member's period of membership in the Pool or the period of the Non-Member Participant's participation in the Pool, notwithstanding the Member's or Non-Member Participant's withdrawal from participation in the Pool or the termination of this Agreement.

8. Audit. The Pool shall be audited annually at the expense of the Pool by a certified public accountant, and a copy of the report shall be submitted to the Board, the Member or Non-Member Participant (as applicable), and the Arizona Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of the Pool including an estimate of the incurred but not reported claims and shall maintain claim reserves equal to known incurred losses and an estimate of incurred but not reported claims, as determined by the Board.

9. Failure to Pay Benefits. None of the members of the Board of Directors of the Pool shall be liable for the failure or omission, for any reason, to pay any benefits under the Plan Documents. If for any reason the Board determines that funds are insufficient to pay claims, the amounts of benefits payable to an eligible employee of the Member or employee of the Non-Member Participant or to a dependent person of such employee shall, in all events, be limited to the extent that sufficient funds are available to the Pool for the payment of claims. In such event, payment to such eligible employees and dependents shall be limited to the extent that sufficient funds are available and shall be paid in the order received pursuant to the Plan Documents.

10. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with Arizona or federal laws as they now exist or are hereafter amended, this Agreement is subject to and shall be automatically deemed amended to conform to such laws and statutes.

11. Authorized Representatives; Prompt Reply. The Pool and the Member or Non-Member Participant (as applicable) shall each designate a representative authorized to act on each of the respective parties' behalf in all matters pertaining to this Agreement.

**For the Pool:**

John Ashton  
Executive Director  
333 East Osborn Road, Suite 300  
Phoenix, Arizona 85012  
(602) 257-9119

**For the Member/**

**Non-Member Participant:**

Scott Freitag

Name

Fire Chief

Title

8555 East Yavapai Road

Address

Prescott Valley, Arizona 86314

City

State

Zip Code

(928) 772-7711

Telephone

Such representatives and/or addresses may be changed by either party from time to time by written notice to the other. The Member or Non-Member Participant (through its Authorized Representative listed above) shall reply promptly to all correspondence or inquiries from the Pool.

12. Authorizing Action. This Agreement shall become effective only upon: (a) the execution of this Agreement by an authorized officer of the Pool, (b) the execution of this Agreement by an authorized representative of the Member or Non-Member Participant, and (c) the delivery to the Pool of a fully executed Agreement.

13. Prior Acts of Parties. All covenants, promises, agreements, conditions and understandings between the Pool and the Member or Non-Member Participant (as applicable), and any other acts of the parties undertaken pursuant to A.R.S. § 11-952.01 are superseded by and merge into this Agreement, and this Agreement and any Appendices hereto set forth all covenants, promises, agreements, conditions and understandings between the Pool and the Member or Non-Member Participant (as applicable) as of each Anniversary Date. There are no covenants, promises, agreements, conditions or understandings either oral or written between the Pool and the Member or Non-Member Participant (as applicable) other than set forth herein and in the Appendices hereto.

14. Liability. The Pool, the Board and the Administrator shall have no obligation to pay or defend claims except from the funds in the Pool, and no liability pursuant to this Agreement and any Appendix hereto except to disburse funds in the Pool in accordance with the terms of this Agreement. In the event that after collecting all Assessments or Contributions from the Members of the Pool as provided for herein, there are insufficient funds in the Pool to pay the expenses and to discharge the obligations of the Pool, neither the Pool, the Board nor the Administrator shall have any further obligation to defend or pay claims.

14.1. No Member of or Non-Member Participant in the Pool has any liability for claims brought by third parties against any other Member of or Non-Member Participant in the Pool, other than the obligation to contribute certain funds to the Pool as expressly required by this Agreement. The liability for any claim against a Member or Non-Member Participant shall remain the sole and exclusive liability of the Member or Non-Member Participant (as applicable). The obligation of the Pool is to provide benefits to the Member or Non-Member Participant as required by the Plan Documents, and only to the extent there are funds in the Pool for such coverage.

14.2. As required by A.R.S. § 11-952.01(K)(4)(as may be amended), the following statement is included in this Agreement: the Member or Non-Member Participant (as applicable) is not relieved of its liability incurred during the Member's period of membership or the Non-Member Participant's period of participation in the Pool except through the payment of losses by the Pool (as required by the Plan Documents) or by the Member or Non-Member Participant (as applicable).

15. Invalidity of a Term. The parties agree that in the event any term, covenant or condition herein contained should be held to be invalid or void by a court of competent jurisdiction, the invalidity of any term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

16. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Arizona. Any action arising out of this Agreement, whether for the enforcement thereof or otherwise, shall be brought in Maricopa County.

17. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of such counterparts shall be deemed an original hereof.

18. Conflict of Interest. This Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of one party was, at any time while the Agreement or an extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement.

19. Disclaimer. The Pool is neither the “Plan Sponsor” nor the “Administrator” (as those terms are defined under ERISA, COBRA and PHSA) under ERISA, COBRA, PHSA or any other federal or state law governing the delivery of benefits or insurance. Further, the Pool shall not be considered a “fiduciary” (as that term is defined under ERISA, COBRA and PHSA) of the Member.

20. Non-Discrimination. The parties agree to comply with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.

21. Legal Arizona Workers Act Compliance. The Pool 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”). The Pool further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

21.1 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.

21.2 The Member or Non-Member 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.

22. Non-appropriation. This Agreement shall be subject to available funding for the Member or Non-Member Participant, and nothing in this Agreement shall bind Member or Non-Member Participant to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

23. Prohibited Investments. To the extent applicable, the parties agree to comply with the requirements of A.R.S. §§ 35-391.06(A) and 35-393.06(B), and certifies that it does not have any prohibited scrutinized business operations.

24. Arbitration. To the extent permitted by A.R.S. §§12-1518 and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.

25. Amendments. All references to provisions of statutes, codes and regulations include any and all amendments thereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of April, 2016 to be effective as of July 1, 2016 (“**Agreement Effective Date**”).

**POOL:**

ARIZONA PUBLIC EMPLOYERS HEALTH  
POOL, an Arizona nonprofit corporation

By: \_\_\_\_\_  
Its: Executive Director

**MEMBER/NON-MEMBER PARTICIPANT:**

CENTRAL ARIZONA FIRE AND MEDICAL  
AUTHORITY

By: \_\_\_\_\_  
Its: Board Chairman

**APPENDIX A**  
**PLAN DOCUMENTS**

**FIRST AMENDMENT TO THE  
ARIZONA PUBLIC EMPLOYERS HEALTH POOL  
MEMBERSHIP PARTICIPATION AGREEMENT**

THIS FIRST AMENDMENT TO THE ARIZONA PUBLIC EMPLOYERS HEALTH POOL MEMBERSHIP PARTICIPATION AGREEMENT is made and entered into effective as of the 1st day of July, 2016 (the “**Effective Date**”), by and among ARIZONA PUBLIC EMPLOYERS HEALTH POOL, an Arizona nonprofit corporation (the “**Pool**”), and either Central Arizona Fire and Medical Authority, a political subdivision of the State (the “**Member**”) or N/A, a charter school (a “**Non-Member Participant**”).

**RECITALS**

**WHEREAS**, the Pool and each of its Members and Non-Member Participants have entered into an Arizona Public Employers Health Pool Membership Agreement; and

**WHEREAS**, the Pool and the undersigned Member or Non-Member Participant desire to amend the Agreement in the manner set forth in this First Amendment (this “**Amendment**”).

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained and set forth, the Pool and the undersigned Member or Non-Member Participant hereby adopt this Amendment, effective as of the Effective Date. Unless changed by this Amendment, all terms used in this Amendment shall have the same meaning as in the Agreement as amended. All provisions of the Agreement shall be deemed to be unchanged except as specifically hereby amended. The Amendment is as follows:

1. Section 14.3 is added to the Agreement and reads as follows:

14.3 Each Member, or Non-Member Participant, shall be liable to the Pool for any liabilities, damages, and/or expenses, including but not limited to reasonable attorney fees and court costs that the Pool incurs due to either:

14.3.1 The participation, in a benefit program or programs described in the Plan Documents, by an employee (or dependent of such an employee) of the Member or Non-Member Participant who does not satisfy the eligibility requirements to participate in, or continue to participate in, such benefit program or programs;

14.3.2 The Member’s, or Non-Member Participant’s, failure to timely distribute the applicable Plan Document/Summary Plan Description to each of its employees (or a COBRA qualified beneficiary associated with a Member’s or Non-Member Participant’s current or former employee), who participate in benefit program or programs described in the Plan Document/Summary Plan Description;

14.3.3 The Member's, or Non-Member Participant's, failure to accurately complete and/or comply with the terms of the Member's, or Non-Member Participant's, annual Member Profile document; or

14.3.4 The Member's, or Non-Member Participant's, failure to (a) timely review and reconcile the eligibility and other data concerning any Member's or Non-Member Participant's employee or dependent of an employee as set forth in any invoice or statement that it receives from the Pool, and (b) promptly notify the Pool of any inaccurate eligibility or other data concerning any Member's or Non-Member Participant's employee or dependent of an employee as set forth set forth in the invoice or statement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to be effective as of the Effective Date.

<b>Pool:</b>	<b>ARIZONA PUBLIC EMPLOYERS HEALTH POOL, an Arizona nonprofit corporation</b>  By _____ Its Administrator
<b>Member or Non-Member Participant:</b>	<b>CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY, <u>a political subdivision of the State</u></b>  By _____ Its <u>Board Chairman</u>

BROKER SERVICES AGREEMENT  
("AGREEMENT")

TO: ARIZONA PUBLIC EMPLOYERS HEALTH POOL (APEHP)

FROM: CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY  
"A MEMBER OF THE ARIZONA PUBLIC EMPLOYERS HEALTH POOL"

**A. RECITALS**

- A.1** Central Arizona Fire and Medical Authority has resolved to join the Arizona Public Employers Health Pool (APEHP).
- A.2** APEHP allows brokerage services to be available to the member of APEHP.
- A.3** The Member has authorized APEHP to recognize Sedona Financial & Insurance Services as the "Representative" to represent the Member in APEHP.
- A.4** Representative represents and warrants that it is professionally and technically qualified to perform such services.

In consideration of the mutual representations, warranties and covenants provided herein, the parties hereto agree as follows:

**B. SCOPE OF WORK:**

Representative shall provide the services set forth below (collectively, the "Work"):

- Provide ongoing service and responses to inquiries, coordination of day-to-day administration of benefit program matters and consultation on policy coverage.
- Consult with Member regarding benefits; however, Representative shall not make benefit determinations.
- Monitor administrative processes and assist in the smooth resolution of elevated issues.
- Review membership agreements and Summary Plan Descriptions to ensure fees, benefits, and eligibility are as agreed to during the renewal process.
- Monitor plan performance.
- Coordination of open enrollment meetings, if applicable, through APEHP. An APEHP representative will be present at all open enrollment meetings.
- Assist in the coordination of wellness meetings.
- Assist in gathering all underwriting information.
- Evaluate and provide alternatives to the Member's current contribution strategy, considering the organization's objectives and the resulting impact of making changes. Final contribution strategy to be communicated to APEHP.
- Provide supplemental employee communications beyond those provided by APEHP.
- Assist with premium collection, if necessary.



### C. TERM

The term of this Agreement shall commence upon the execution hereof and shall terminate at the direction of the Member, or as otherwise provided in Section H. TERMINATION FOR CAUSE.

### D. COMPENSATION

APEHP shall compensate the Representative a fee of 4% annually.  
(limited to no more than 4% on groups under 200 employees, 3% on groups 200 employees and over)

Compensation is based on net premiums, including retiree and COBRA premiums. Member and Representative shall decide which line of coverages will be subject to commission.

Compensation is paid quarterly by APEHP upon receipt of member premiums. Any necessary adjustments will be made in the following quarterly payment. No adjustments will be made retroactively after the close of the fiscal year.

### E. INDEMNITY

Irrespective of the termination of this Agreement, Representative shall indemnify, defend, and save harmless APEHP and any of its members, trustees, officers or employees (the "Indemnified Group"), on a current basis, from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including without limitation any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by any member of the Indemnified Group (i) on account of loss or damages to any property arising out of any act or omission by Representative, its employees, agents, representatives or subcontractors, (ii) for injuries to or death of any person arising out of any act or omission by Representative, its employees, agents, representatives, or subcontractors, (iii) arising in any way out of the performance of the Representative hereunder, or (iv) arising out of workers' compensation claims of employees of Representative, or unemployment disability compensation claims of employees of Representatives or out of claims under similar such laws. Representative's obligation under this Section shall not extend to any liability caused by the sole negligence of APEHP. Where both Representative and APEHP, including their respective employees, agents, representatives or (in the case of Representative) its subcontractors participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degrees of fault as established by compromise, arbitration or litigation.

### F. PERFORMANCE REQUIREMENTS

Representative shall, in performing and completing the Work:

- Facilitate all information requests, including but not limited to, loss runs, benefit designs, rates, and claims inquiries through APEHP. Direct contact with APEHP partners is not permitted.
- Act solely as an independent contractor. Representative is neither an employee nor an agent of APEHP or Member.
- Provide and be responsible for suitably trained and skilled personnel.
- Perform work in a safe manner.

- Not subcontract any part of the Work without prior written approval by APEHP and Member.
- Comply with all applicable codes, standards, regulations, and laws, and obtain and pay for all licenses and permits necessary to perform the Work.

#### **G. PROFESSIONAL RESPONSIBILITY**

Representative shall use those efforts which a skilled, competent, experienced, and prudent contractor would use to perform and complete the requirements of this Agreement in a timely manner conforming to the standard and quality generally recognized and accepted within the profession throughout the State of Arizona.

#### **H. TERMINATION FOR CAUSE**

APEHP, with permission of the Member, may declare this Agreement canceled for cause by providing the Representative thirty (30) days advance notice in writing should at any time Representative, (1) refuse to supply adequate staff of personnel (as determined by the Member), (2) fail to properly perform the scope of work in a timely and professional manner (as determined by the APEHP), (3) breach any obligation under this Agreement.

#### **I. LAWS AND REGULATIONS**

Representative and its employees, agents, representatives and subcontractors shall at all times comply with all applicable State, and Federal, ordinances, statutes, rules, and regulations including those relating to wages, hours, discrimination and safety (including OSHA).

#### **J. CONFIDENTIALITY**

Representative shall neither disclose nor release any data, information, or other material gathered pursuant to this Agreement to any third party without the prior written consent of the Member and the APEHP.

#### **K. TESTIMONY OR INFORMATION**

Should Representative be required to testify at or submit information to any judicial body or administrative agency concerning matters in any way related to the Work, Representative shall inform the Member and APEHP, in writing, of all information likely to be disclosed by Representative as well as Representative's position thereon. To the extent permitted by law, should Representative be required by a third party to testify at any judicial or administrative hearing concerning the subject matter of this Agreement, Representative shall notify APEHP as to the date and time of such hearing and shall inform APEHP in advance of its expected testimony.

#### **L. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona. Any action at law or judicial proceeding instituted by Representative for the enforcement of this Agreement shall be instituted only in the State courts of the State of Arizona.



**M. ASSIGNMENT**

Representative shall not assign its rights, duties or obligations under this Agreement without the prior written consent of APEHP and Member.

**N. WAIVER**

The failure of the Member or APEHP to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or APEHP's delay in the exercise of any such rights or remedies shall not release Representative from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of the Member or APEHP to insist upon strict performance of this Agreement.

**O. EXECUTION DATE**

The parties have caused this Agreement to be executed by their duly authorized representatives, this \_\_\_\_ day of April 7, 2016.

**REPRESENTATIVE**

SIGNATURE: \_\_\_\_\_

NAME: Joel S. Rudzik

TITLE: President

**ARIZONA PUBLIC EMPLOYERS  
HEALTH POOL**

SIGNATURE: \_\_\_\_\_

NAME: John H. Ashton

TITLE: Executive Director

**MEMBER**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

## **Recitals**

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

## **COMPACT**

### **1. Purpose.**

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

### **2. Scope.**

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

### **3. Definitions.**

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency** or **Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

#### 4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

#### 5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

#### 6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

**7. Implementation Plan.**

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

**8. Contact List.**

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

**9. Reimbursement Procedures between Parties.**

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

**10. Reimbursement Procedures from the State.**

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

**11. Personnel Compensation and Insurance.**

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

**12. Immunity.**

The parties shall have such immunity as provided by applicable state, federal or tribal law.

**13. Indemnification.**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

**14. Term.**

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

**15. ADA.**

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

**16. Non-Discrimination.**

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**17. Compliance with Laws.**

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

**18. Worker's Compensation.**

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

**19. Insurance.**

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

**20. Non-appropriation.**

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**21. No Third Party Beneficiaries.**

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

**22. Entire Compact.**

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

**23. Jurisdiction.**

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

**24. Conflict of Interest.**

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

**25. Supervision and Control.**

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

**26. Severability: Effect on Other Agreements.**

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

**27. Severability.**

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

**28. Responsibility of the Department of Emergency and Military Affairs.**

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

**29. Effective Date.**

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

**30. Execution Procedure.**

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

**31. Termination.**

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject



to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

**32. Dispute Resolution.**

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

**33. Record Retention**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT  
SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

\_\_\_\_\_  
(Signing Authority)

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
(Attesting Authority)

\_\_\_\_\_  
Date

Date of formal approval by governing body: \_\_\_\_\_

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

\_\_\_\_\_  
(Attorney)

\_\_\_\_\_  
Date

## Appendix A

## ARIZONA MUTUAL AID COMPACT (AZMAC)

## EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

**Resource must come with:**

- |                                      |                                  |                                      |                                      |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel        | <input type="checkbox"/> Meals   | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water       |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power       | <input type="checkbox"/> Transporter |

## Mission

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### Special Instructions

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## Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date \_\_\_\_\_

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## **Appendix A**

### **ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

#### **Offer**

Travel Costs  
Equipment Costs  
Commodities

#### **Personnel**

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

#### **Estimated Resource Cost**

\_\_\_\_\_

Providing Party Agency Representative Signature and Date

\_\_\_\_\_  
Representative Name and Title (Print)

\_\_\_\_\_  
Signature & Date

Requesting Party Agency Representative Signature and Date

\_\_\_\_\_  
Representative Name and Title (Print)

\_\_\_\_\_  
Signature & Date

## **Appendix B**

### **ARIZONA MUTUAL AID COMPACT (AZMAC) POINTS OF CONTACT**

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

#### **Authorized Representatives to Contact for Mutual Aid Assistance**

	Primary Contact	1 <sup>st</sup> Alternate	2 <sup>nd</sup> Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

## **Appendix C**

### **ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR**

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

#### **Insurance Requirements for Governmental Parties:**

None.

#### **Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c.** Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- b.** This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. Additional Insurance Requirements:** The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1.** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).



2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. Notice of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



# State of Arizona

## Mutual Aid Compact (AZMAC)

### Frequently Asked Questions

#### GENERAL ADMINISTRATION

##### ***What is latest version of the Arizona Mutual Aid Compact?***

The most recent version of the [Arizona Mutual Aid Compact](#) is dated Oct. 1, 2014.

##### ***What Arizona Revised Statute (ARS) Governs The Arizona Mutual Aid Compact?***

[ARS 26-308](#) and [ARS 26.309](#)

##### ***Do Arizona Revised Statutes require the filing of a completed, signed and filed Arizona Mutual Aid Compact with the Arizona Secretary of State?***

No. In November 2009, ARS 11-952 was amended, and the requirement that intergovernmental agreements be filed with the Arizona Secretary of State was removed. Once a jurisdiction approves the Arizona Mutual Aid Compact, the filing authority is the Director of the Arizona Department of Emergency and Military Affairs (DEMA).

##### ***How long does the Arizona Mutual Aid Compact stay in force upon filing with the Arizona Department of Emergency and Military Affairs (DEMA)?***

The compact, upon mutual consent of the parties concerned, may be extended for a period of time not to exceed 10 years. (see paragraph 14 of AZMAC for extensions)

#### PURPOSE & PARTICIPATION GUIDELINES

##### ***What is the purpose of the Arizona Mutual Aid Compact?***

The Arizona Mutual Aid Compact enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources the supporting party provided.

##### ***What are the benefits of participating in the Arizona Mutual Aid Compact?***

Mutual aid agreements provide a mechanism to agencies, organizations and jurisdictions to quickly obtain emergency assistance in the form of personnel, equipment, materials and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and after an incident. A signed agreement does not obligate the provision or receipt of aid, but rather provides a tool for use should the incident dictate a need.

##### ***Who may participate in the Arizona Mutual Aid Compact?***

Any political subdivision, including counties; incorporated cities and towns; public education districts; irrigation, power, electrical, agricultural improvement, drainage and flood control districts; fire districts; and other tax levying public improvement districts. Additionally, all federally-recognized tribal nations and communities may participate.

##### ***Can non-governmental entities such as nonprofit agencies and other non-tax levying organizations participate in the Arizona Mutual Aid Compact?***

No, only political subdivisions, federally-recognized tribal nations or other tax-levying organizations may participate in the Arizona Mutual Aid Compact.



# State of Arizona

## Mutual Aid Compact (AZMAC)

### Frequently Asked Questions

#### ***Are other state agencies required to participate in the Arizona Mutual Aid Compact?***

No, the Arizona Department of Emergency and Military Affairs (DEMA) signed on to the Arizona Mutual Aid Compact on Dec. 2, 2014. In the event another state agency requires mutual aid assistance, such aid will be requested, coordinated and approved by DEMA.

Example: If the Arizona Department of Health Services (Requesting Party) requests mutual aid from the Arizona Department of Agriculture (Providing Party) via the Arizona Mutual Aid Compact, all resources, personnel and material provided would be reimbursed to the Department of Emergency and Military Affairs (DEMA) who would reimburse the Arizona Department of Health Services.

#### ***If a jurisdiction wants to terminate their participation in the Arizona Mutual Aid Compact, what is required to do so?***

Any party may, by resolution of its governing body, terminate its participation in the Arizona Mutual Aid Compact. The jurisdiction must file a copy of the resolution with the Director of the Arizona Department of Emergency and Military Affairs (DEMA). Notice of termination will be given to the DEMA Director 20 days prior to termination.

## **PROCEDURES AND REIMBURSEMENT**

#### ***What are the procedures for requesting assistance under the Arizona Mutual Aid Compact?***

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party that is signatory to the Arizona Mutual Aid Compact. (see paragraph 5 of AZMAC for further details)

#### ***Are signatories to the Arizona Mutual Aid Compact required to render assistance if requested by the requesting jurisdiction?***

No. The Providing Party shall provide mutual aid as it is able, taking into account its own service needs and existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish the Requesting Party pursuant to this Compact.

#### ***How does reimbursement occur for services/resources provided by the Providing Party and the Requesting Party in accordance with the Arizona Mutual Aid Compact if the emergency event was not a state or federally declared emergency?***

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, regardless of whether an incident has been declared an emergency. The Providing Party shall submit a request for payment with documentation of actual expenses to the Requesting Party (see paragraphs 9 and 10 of AZMAC for specific details).





# State of Arizona

## Mutual Aid Compact (AZMAC)

### Frequently Asked Questions

#### ***Can a Requesting Party request reimbursement from the State of Arizona for the cost of mutual aid resources reimbursed to any Providing Parties under the Arizona Mutual Aid Compact?***

Yes, as long as the Governor and/or President have declared the event an emergency. If a tribal nation is the Requesting Party, it would need to seek reimbursement from FEMA under a Presidential Declaration. If a tribal nation is the Providing Party, it would seek reimbursement from the Requesting Party in accordance with paragraph 9 of the Arizona Mutual Aid Compact.

#### ***Can jurisdictions that are signatories to the Arizona Mutual Aid Compact be reimbursed for self deployed resources?***

No. In accordance with the Arizona Mutual Aid Compact, jurisdictions can only be reimbursed for resources mutually agreed upon between the Providing Party and the Requesting Party.

#### ***Who maintains supervision and control of the Providing Party resources and personnel under the Arizona Mutual Aid Compact?***

Command and control of Providing Party personnel and resources remains with the Providing Party leadership structure. Operational Control of Providing Party personnel and resources is transferred to the jurisdiction in which the emergency occurred or with the Requesting Party.

## TRIBAL NATIONS

#### ***If a tribal nation requests or provides mutual aid under the Arizona Mutual Aid Compact how does reimbursement occur for resources provided.***

It depends on the political subdivision or jurisdiction involved.

**Example 1:** If a tribal nation provides mutual aid to a jurisdiction other than a state agency, reimbursement comes directly from the Requesting Party. If a Providing Party other than a state agency provides mutual aid to a tribal nation (Requesting Party), reimbursement comes directly from the tribal nation.

**Example 2:** If a tribal nation provides mutual aid to a state agency (Requesting Party), the state agency would reimburse the Arizona Department of Emergency and Military Affairs (DEMA) who would then reimburse the tribal nation. If a state agency provides mutual aid to a tribal nation (Requesting Party), the tribal nation would reimburse DEMO who would then reimburse the state agency.

## FILING REQUIREMENTS

#### ***What will occur after you file your completed Arizona Mutual Aid Compact?***

Upon the Arizona Mutual Aid Coordinator receiving your completed compact, it will be reviewed and forwarded to the Director of the Arizona Department of Emergency and Military Affairs (DEMA) for final approval and filing. The original copy of the compact will be given a file number and mailed back to the primary point of contact listed on Appendix B of the Compact. A copy of your approved compact will be kept on file with the Arizona Mutual Aid Coordinator and the DEMO Division of Emergency Management. Additionally, DEMO will update their website to reflect your jurisdiction as a signatory on the Arizona Mutual Aid Compact.



# State of Arizona

## Mutual Aid Compact (AZMAC)

### Frequently Asked Questions

#### ***What are the requirements for filing your Arizona Mutual Aid Compact?***

Ensure that the compact is signed, dated and attested to by the authorizing executive in your jurisdiction, and that it is also signed and dated by your jurisdictions legal representative on page 10. Ensure you include the appropriate resolution or proclamation by the governing body of the jurisdiction. Include Appendix B, the Point of Contact form on page 13 with the jurisdiction contact information. Send an original completed copy to:

Arizona Department of Emergency and Military Affairs  
ATTN: Mutual Aid Coordinator  
5636 E. McDowell Rd  
Phoenix, AZ 85008

#### ***Who should I contact if I have a question or concern about the Arizona Mutual Aid Compact?***

Any questions or concerns not covered in this FAQ should be addressed to the following.

**Arizona Department of Emergency and Military Affairs**  
**ATTN: Arizona Mutual Aid Coordinator**  
5636 E. McDowell Rd  
Phoenix, AZ 85008  
(602) 464-6305 | [azmac@azdema.gov](mailto:azmac@azdema.gov)

**INTERGOVERNMENTAL AGREEMENT FOR  
PURCHASING  
BETWEEN CENTRAL ARIZONA FIRE AUTHORITY  
AND \_\_\_\_\_**

**PREAMBLE**

This Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CENTRAL ARIZONA FIRE AUTHORITY, a political subdivision of the State of Arizona ("FIRE AUTHORITY" or "Eligible Procurement Unit") and the \_\_\_\_\_, a political subdivision of the State of Arizona (the "Referring Agency" or "Member" as the context requires).

**RECITALS**

WHEREAS, the Referring Agency and the FIRE AUTHORITY are empowered pursuant to A.R.S. §11-952, A.R.S. §15-342(13), A.R.S. §48-805, and A.R.S. §41-2632 to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

WHEREAS, the Referring Agency and the FIRE AUTHORITY wish to cooperate with each other in order to more effectively and economically purchase material and equipment ("Goods") consistent with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

**COVENANTS**

**SECTION 1. - SCOPE OF WORK AND COMPENSATION**

**FIRE AUTHORITY'S responsibilities and obligations**

1. For the term of this Agreement, the FIRE AUTHORITY shall act as a purchasing agent ("Purchasing Agent") for the Referring Agency when requested.
2. The delivery method of requested purchases will be determined on a case by case basis and may include but is not limited to:
  - a) Direct shipment to Referring Agency
  - b) Delivery by FIRE AUTHORITY personnel
  - c) Pick-up by Referring Agency
3. The FIRE AUTHORITY shall maintain records on all purchases made on behalf of the Referring Agency, and shall provide the

Referring Agency with a report of all purchases made on request within a reasonable time thereafter.

4. The FIRE AUTHORITY shall submit an invoice to the Referring Agency on a monthly basis reflecting the compensation owed to the FIRE AUTHORITY.
5. The FIRE AUTHORITY agrees that the priority given to the Referring Agency's purchases will be comparable to the priorities given to other purchases by the FIRE AUTHORITY taking into consideration all other purchasing commitments.
6. The Fire Authority will insure that vendor contracts will allocate to the vendors all risk of loss of or damage to the operations supplies until they are delivered to, inspected, and accepted by: (1) the Members/Referring Agency at their respective warehouses or storage facilities; or (2) CYFD at its storage facility.
7. If operations supplies are damaged or nonconforming to the contract, each Member/Referring Agency, or CYFD on that Member's behalf, may reject the supplies and arrange for them to be returned to the vendor. With a Members consent, CYFD may direct the vendor to promptly deliver non-damaged, conforming replacement supplies to the Member or CYFD's storage facility on that Member's behalf.
8. While acting as the Procurement Officer, CYFD shall be responsible for all damage or loss incurred to Goods ordered by Members as a result of CYFD's negligent acts or omissions and shall at all times maintain all-risk property and contents insurance on its storage facility and the Fire Authority supplies warehoused there.
9. Goods stored at a Fire Authority warehouse pending payment of the Fire Authority invoice and delivery to the Member/Referring Agency shall remain the property of the Fire Authority until payment is actually received and cleared by the Fire Authority's bank and/or such goods are actually delivered to the Member/Referring Agency.
10. In the case of "direct delivery" of goods to a Member/Referring Agency by a vendor or manufacturer, any damages suffered by any goods so shipped shall be the responsibility of the vendor or shipper thereof, the manufacturer, and the Member/Referring Agency, as their interests and duties may arise there from, and not the responsibility of the Fire Authority.



### **Referring Agency's responsibilities and obligations**

11. The Referring Agency shall request the Fire Authority to make purchases when desired. Requests shall be in the form of an ordering process established by the FIRE AUTHORITY.
12. Compensation to be paid to the FIRE AUTHORITY shall be as follows:
  - a) The Referring Agency agrees to pay the actual cost of purchases + 5% to the FIRE AUTHORITY.
  - b) If delivery is requested from the FIRE AUTHORITY warehouse and made by FIRE AUTHORITY personnel, the Referring Agency agrees to pay the personnel and equipment costs of the delivery. Delivery will be subject to personnel availability.
  - c) If the Referring agency elects to use a 3<sup>rd</sup> party shipping company for deliver from the FIRE AUTHORITY warehouse, the Referring Agency agrees to pay shipping costs.
  - d) The Referring Agency agrees to pay the FIRE AUTHORITY within 30 days of receiving an invoice from the FIRE AUTHORITY. Failure to pay the Fire Authority within thirty (30) days of receipt of a Fire Authority invoice may result in an interest charge of one and one-quarter percent (1.25%) interest per month, or fifteen percent (15%) per annum, on the outstanding balance until paid in full.
  - e) In the event that payments are not received within 30 days of receiving an invoice from the FIRE AUTHORITY, The Fire Authority reserves the right to decline further requests for purchases until the Referring Agency submits payment.
13. The Referring Agency agrees to establish and provide to the FIRE AUTHORITY a list of personnel who are authorized to request purchases prior to making any request hereunder, and shall update such list from time to time or when there is any change thereto, and shall be solely responsible for oversight of authorized personnel.
14. So long as the FIRE AUTHORITY reasonably relied on the purchase authorization given to it, the parties agree that the FIRE AUTHORITY shall be timely paid pursuant to its rates as set forth in Paragraph 2 above, subject however to set off for damages or claims for which the Fire Authority or Vendor is responsible.
15. Each Referring Agency must be prepared to: (1) take delivery of the Goods at its own facilities through direct shipping from

the vendor; or (2) pick up the Goods delivered to CYFD's storage facility on that member's behalf no later than the pick-up date set by CYFD; or (3) arrange for delivery by the FIRE AUTHORITY personnel or a 3<sup>rd</sup> party shipper.

16. Except as otherwise provided in this Agreement, each Referring Agency is exclusively responsible to exercise all of its rights and remedies against any manufacturer, seller, or other contractor for defective or nonconforming operations supplies procured under this agreement.
17. Each Member/Referring Agency undertakes that it will indemnify and defend the Fire Authority from all claims or liability arising from any and all damages to goods ordered by a Member/Referring Agency that are to be delivered by "direct delivery", unless such damages occur due to the negligent acts or omissions of the Fire Authority.
18. Each Referring Agency shall maintain all-risk insurance on Referring Agency Goods warehoused at CYFD's facility.

## **SECTION 2. - GENERAL PROVISIONS**

This Agreement is intended to serve as an avenue for more economic purchasing of material and supplies ("Goods") at the discretion of the Referring Agency. This Agreement does not require or imply any obligation for the Referring Agency to use the Fire Authority as purchasing agent. In the event that a Referring Agency does use the Fire Authority as its Purchasing Agent, the Referring Agency's proposed purchase of Goods may be combined with those of other agencies to maximize savings to the Referring Agencies.

Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Each party shall at all times be independent of each other and shall not at any time purport to act as an employee of any other party.

The FIRE AUTHORITY shall be excused for delay or failure to perform its obligations under this Agreement, in whole or part, when and to the extent that such delay or failure is a result of scheduling conflicts or causes beyond the reasonable control of the FIRE AUTHORITY. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the federal or state government, fire, floods, epidemics, quarantine restrictions or embargo. In addition, the FIRE AUTHORITY shall not be responsible for delays caused by the acts or omissions of an outside contractor, not controlled by the Fire Authority, if any.

The Fire Authority and the Referring Agency waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss not incurred as the result of the Fire Authority's negligent act or omission to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights they have to proceeds of the insurance held by CYFD as fiduciary. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding the above, no such waiver shall be effective if, or to the extent, it is forbidden by or is a breach of said party's obligations under its contract with its insurance carrier.

If the Fire Authority is permitted to adjust a loss, a loss insured under the Fire Authority's or a Referring Agency's property insurance must be adjusted by the Fire Authority as fiduciary and made payable to the Fire Authority or the Referring Agency as fiduciary for the insureds, as their interests may appear.

In accordance with Arizona State Board of Education Rule R7-2-1192(4), failure of an Eligible Procurement Unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other School District to exercise its own rights or remedies.

### **SECTION 3. - SEVERABILITY**

If any provision of this Agreement shall be held to be unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

### **SECTION 4. - DURATION OF AGREEMENT**

This Agreement shall become effective upon the effective adoption and execution of this Agreement by both parties and, where required, the recordation of the same (the "Effective Date") and shall automatically renew itself from year to year thereafter, until terminated.

## **SECTION 5. - LIABILITY INSURANCE**

Each party shall maintain, during the life of this Agreement, a policy of liability insurance in the amount of not less than \$1,000,000 per occurrence with aggregate liability coverage of not less than \$3,000,000. Each party shall provide the other with proof of insurance within thirty (30) days after the execution of this Agreement.

## **SECTION 6. - INDEMNIFICATION**

The Parties to this IGA shall indemnify and hold harmless each other and their respective, boards, employees, and agents, from any and all claims, liabilities, and expenses resulting from the indemnifying Party's negligence, or the negligence, acts of omissions of its directors, employees, and agents incurred in connection with the performance of its responsibilities under this IGA. Nothing herein shall be construed as a waiver by either Party of the right to bring an action for contribution against the other or as against any third person or entity.

## **SECTION 7. - TERMINATION**

This Agreement will terminate immediately upon written notice to the other party should the governing body of either party fail to allocate funds for its continued implementation. The FIRE AUTHORITY shall be entitled to compensation for all services provided up to the effective date of said notice.

In addition, either party may terminate their participation in this Agreement, for any reason, effective one hundred eighty (180) days from the giving of written notice to the other party at the following addresses:

Central Arizona Fire Authority  
Attn: Fire Chief  
8555 E. Yavapai Road  
Prescott Valley, Arizona 86314

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Arizona \_\_\_\_\_

Pursuant to Arizona State Board of Education Rule R7-2-1192(3), any Member/Referring Agency School District may terminate without notice this Agreement if another Eligible Procurement Unit fails to comply with the terms of this Agreement.

Either party may cancel this Agreement, pursuant to the requirements of A.R.S. §38-511.

**SECTION 8. - IMMIGRATION; LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

Both parties are governmental entities that are required to comply with A.R.S. §41-4401. The parties hereby warrant that they will, at all times during the terms 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").

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 parties who breach may be subject to penalties up to and including termination of the Agreement.

**SECTION 9. - CONSEQUENTIAL DAMAGES; CONTRIBUTION; THIRD PARTIES**

The FIRE AUTHORITY shall not be liable for any consequential damages associated with the delivery of material or supplies pursuant to this Agreement.

Nothing herein shall be construed to waive any claim for contribution or allocation of fault as it relates to claims arising from the negligent action or omission of the other party.

This Agreement shall not be construed as a third party beneficiary contract and shall be intended to benefit only the parties named specifically herein.

**SECTION 10. - WORKERS' COMPENSATION COVERAGE**

All employees of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Agreement, shall be deemed to be an employee of the party who is his or her primary employer, as provided in A.R.S. §23-1022(D), and the primary employer/party of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required. In conjunction herewith, it is recognized that the Warehouse Operations Manager is an employee of the FIRE AUTHORITY for the purposes of employment and benefit law.

**SECTION 11. - NON-DISCRIMINATION**

The parties will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The parties will not participate either directly or indirectly in the discrimination

prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Genetic Discrimination Act of 2008, and Executive Orders 99-4 and 2000-4.

#### **SECTION 12. - BINDING EFFECT**

This Agreement shall be binding upon the parties and any successor in interest hereto, including subsequent boards, as elected, unless terminated as otherwise set forth herein.

#### **SECTION 13. - GOVERNING LAW**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and shall be deemed made and entered into in Yavapai County, Arizona. Any dispute arising hereunder shall be submitted for resolution in Yavapai County, Arizona.

#### **SECTION 14. - WAIVER OF JURY TRIAL; ATTORNEYS' FEES**

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of a dispute, mediation, arbitration or litigation arising from this IGA, each party shall bear its own attorneys' fees and costs and neither shall be entitled to an award of attorneys' fees.

This Agreement is intended to replace and supersede any prior agreements and amendments in their entirety, entered into between the parties relating to fire apparatus maintenance and repairs.

#### **SECTION 15.- No WAIVER**

No action or failure to act by any Referring Agency or the Fire Authority constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless all of the parties hereto memorialize the waiver or approval in writing and sign it.

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**IN WITNESS WHEREOF**, the parties enter into this Agreement on the date set forth below.

APPROVALS

CENTRAL ARIZONA FIRE AUTHORITY

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Chairman/Fire Board                      Date

\_\_\_\_\_  
Chairman/Board                                      Date

\_\_\_\_\_  
Clerk/Fire Board                      Date

\_\_\_\_\_  
Clerk/Board                                      Date

\_\_\_\_\_  
Fire Authority Counsel                      Date

\_\_\_\_\_  
District Counsel                                      Date

**INTERGOVERNMENTAL AGREEMENT FOR  
PURCHASING  
BETWEEN CENTRAL ARIZONA FIRE AUTHORITY  
AND \_\_\_\_\_**

**PREAMBLE**

This Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CENTRAL ARIZONA FIRE AUTHORITY, a political subdivision of the State of Arizona ("FIRE AUTHORITY" or "Eligible Procurement Unit") and the \_\_\_\_\_, a political subdivision of the State of Arizona (the "Referring Agency" or "Member" as the context requires).

**RECITALS**

WHEREAS, the Referring Agency and the FIRE AUTHORITY are empowered pursuant to A.R.S. §11-952, A.R.S. §15-342(13), A.R.S. §48-805, and A.R.S. §41-2632 to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

WHEREAS, the Referring Agency and the FIRE AUTHORITY wish to cooperate with each other in order to more effectively and economically purchase material and equipment ("Goods") consistent with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

**COVENANTS**

**SECTION 1. - SCOPE OF WORK AND COMPENSATION**

**FIRE AUTHORITY'S responsibilities and obligations**

1. For the term of this Agreement, the FIRE AUTHORITY shall act as a purchasing agent ("Purchasing Agent") for the Referring Agency when requested.
2. The delivery method of requested purchases will be determined on a case by case basis and may include but is not limited to:
  - a) Direct shipment to Referring Agency
  - b) Delivery by FIRE AUTHORITY personnel
  - c) Pick-up by Referring Agency
3. The FIRE AUTHORITY shall maintain records on all purchases made on behalf of the Referring Agency, and shall provide the



Referring Agency with a report of all purchases made on request within a reasonable time thereafter.

4. The FIRE AUTHORITY shall submit an invoice to the Referring Agency on a monthly basis reflecting the compensation owed to the FIRE AUTHORITY.
5. The FIRE AUTHORITY agrees that the priority given to the Referring Agency's purchases will be comparable to the priorities given to other purchases by the FIRE AUTHORITY taking into consideration all other purchasing commitments.
6. The Fire Authority will insure that vendor contracts will allocate to the vendors all risk of loss of or damage to the operations supplies until they are delivered to, inspected, and accepted by: (1) the Members/Referring Agency at their respective warehouses or storage facilities; or (2) CYFD at its storage facility.
7. If operations supplies are damaged or nonconforming to the contract, each Member/Referring Agency, or CYFD on that Member's behalf, may reject the supplies and arrange for them to be returned to the vendor. With a Members consent, CYFD may direct the vendor to promptly deliver non-damaged, conforming replacement supplies to the Member or CYFD's storage facility on that Member's behalf.
8. While acting as the Procurement Officer, CYFD shall be responsible for all damage or loss incurred to Goods ordered by Members as a result of CYFD's negligent acts or omissions and shall at all times maintain all-risk property and contents insurance on its storage facility and the Fire Authority supplies warehoused there.
9. Goods stored at a Fire Authority warehouse pending payment of the Fire Authority invoice and delivery to the Member/Referring Agency shall remain the property of the Fire Authority until payment is actually received and cleared by the Fire Authority's bank and/or such goods are actually delivered to the Member/Referring Agency.
10. In the case of "direct delivery" of goods to a Member/Referring Agency by a vendor or manufacturer, any damages suffered by any goods so shipped shall be the responsibility of the vendor or shipper thereof, the manufacturer, and the Member/Referring Agency, as their interests and duties may arise there from, and not the responsibility of the Fire Authority.

### **Referring Agency's responsibilities and obligations**

11. The Referring Agency shall request the Fire Authority to make purchases when desired. Requests shall be in the form of an ordering process established by the FIRE AUTHORITY.
12. Compensation to be paid to the FIRE AUTHORITY shall be as follows:
  - a) The Referring Agency agrees to pay the actual cost of purchases + 5% to the FIRE AUTHORITY.
  - b) If delivery is requested from the FIRE AUTHORITY warehouse and made by FIRE AUTHORITY personnel, the Referring Agency agrees to pay the personnel and equipment costs of the delivery. Delivery will be subject to personnel availability.
  - c) If the Referring agency elects to use a 3<sup>rd</sup> party shipping company for deliver from the FIRE AUTHORITY warehouse, the Referring Agency agrees to pay shipping costs.
  - d) The Referring Agency agrees to pay the FIRE AUTHORITY within 30 days of receiving an invoice from the FIRE AUTHORITY. Failure to pay the Fire Authority within thirty (30) days of receipt of a Fire Authority invoice may result in an interest charge of one and one-quarter percent (1.25%) interest per month, or fifteen percent (15%) per annum, on the outstanding balance until paid in full.
  - e) In the event that payments are not received within 30 days of receiving an invoice from the FIRE AUTHORITY, The Fire Authority reserves the right to decline further requests for purchases until the Referring Agency submits payment.
13. The Referring Agency agrees to establish and provide to the FIRE AUTHORITY a list of personnel who are authorized to request purchases prior to making any request hereunder, and shall update such list from time to time or when there is any change thereto, and shall be solely responsible for oversight of authorized personnel.
14. So long as the FIRE AUTHORITY reasonably relied on the purchase authorization given to it, the parties agree that the FIRE AUTHORITY shall be timely paid pursuant to its rates as set forth in Paragraph 2 above, subject however to set off for damages or claims for which the Fire Authority or Vendor is responsible.
15. Each Referring Agency must be prepared to: (1) take delivery of the Goods at its own facilities through direct shipping from

the vendor; or (2) pick up the Goods delivered to CYFD's storage facility on that member's behalf no later than the pick-up date set by CYFD; or (3) arrange for delivery by FIRE AUTHORITY personnel or a 3<sup>rd</sup> party shipper.

16. Except as otherwise provided in this Agreement, each Referring Agency is exclusively responsible to exercise all of its rights and remedies against any manufacturer, seller, or other contractor for defective or nonconforming operations supplies procured under this agreement.
17. Each Member/Referring Agency undertakes that it will indemnify and defend the Fire Authority from all claims or liability arising from any and all damages to goods ordered by a Member/Referring Agency that are to be delivered by "direct delivery", unless such damages occur due to the negligent acts or omissions of the Fire Authority.
18. Each Referring Agency shall maintain all-risk insurance on Referring Agency Goods warehoused at CYFD's facility.

## **SECTION 2. - GENERAL PROVISIONS**

This Agreement is intended to serve as an avenue for more economic purchasing of material and supplies ("Goods") at the discretion of the Referring Agency. This Agreement does not require or imply any obligation for the Referring Agency to use the Fire Authority as purchasing agent. In the event that a Referring Agency does use the Fire Authority as its Purchasing Agent, the Referring Agency's proposed purchase of Goods may be combined with those of other agencies to maximize savings to the Referring Agencies.

Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Each party shall at all times be independent of each other and shall not at any time purport to act as an employee of any other party.

The FIRE AUTHORITY shall be excused for delay or failure to perform its obligations under this Agreement, in whole or part, when and to the extent that such delay or failure is a result of scheduling conflicts or causes beyond the reasonable control of the FIRE AUTHORITY. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the federal or state government, fire, floods, epidemics, quarantine restrictions or embargo. In addition, the FIRE AUTHORITY shall not be responsible for delays caused by the acts or omissions of an outside contractor, not controlled by the Fire Authority, if any.

The Fire Authority and the Referring Agency waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss not incurred as the result of the Fire Authority's negligent act or omission to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights they have to proceeds of the insurance held by CYFD as fiduciary. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding the above, no such waiver shall be effective if, or to the extent, it is forbidden by or is a breach of said party's obligations under its contract with its insurance carrier.

If the Fire Authority is permitted to adjust a loss, a loss insured under the Fire Authority's or a Referring Agency's property insurance must be adjusted by the Fire Authority as fiduciary and made payable to the Fire Authority or the Referring Agency as fiduciary for the insureds, as their interests may appear.

In accordance with Arizona State Board of Education Rule R7-2-1192(4), failure of an Eligible Procurement Unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other School District to exercise its own rights or remedies.

### **SECTION 3. - SEVERABILITY**

If any provision of this Agreement shall be held to be unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

### **SECTION 4. - DURATION OF AGREEMENT**

This Agreement shall become effective upon the effective adoption and execution of this Agreement by both parties and, where required, the recordation of the same (the "Effective Date"). This Agreement shall continue for a period of three years from the Effective Date (the "End Date"). Prior to the End Date, the parties shall meet to review and discuss the need for any changes or modifications and may thereafter, upon mutual agreement, amend the Agreement for an additional term or terms.

## **SECTION 5. - LIABILITY INSURANCE**

Each party shall maintain, during the life of this Agreement, a policy of liability insurance in the amount of not less than \$1,000,000 per occurrence with aggregate liability coverage of not less than \$3,000,000. Each party shall provide the other with proof of insurance within thirty (30) days after the execution of this Agreement.

## **SECTION 6. - INDEMNIFICATION**

The Parties to this IGA shall indemnify and hold harmless each other and their respective, boards, employees, and agents, from any and all claims, liabilities, and expenses resulting from the indemnifying Party's negligence, or the negligence, acts of omissions of its directors, employees, and agents incurred in connection with the performance of its responsibilities under this IGA. Nothing herein shall be construed as a waiver by either Party of the right to bring an action for contribution against the other or as against any third person or entity.

## **SECTION 7. - TERMINATION**

This Agreement will terminate immediately upon written notice to the other party should the governing body of either party fail to allocate funds for its continued implementation. The FIRE AUTHORITY shall be entitled to compensation for all services provided up to the effective date of said notice.

In addition, either party may terminate their participation in this Agreement, for any reason, effective one hundred eighty (180) days from the giving of written notice to the other party at the following addresses:

Central Arizona Fire Authority  
Attn: Fire Chief  
8555 E. Yavapai Road  
Prescott Valley, Arizona 86314

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Arizona \_\_\_\_\_

Pursuant to Arizona State Board of Education Rule R7-2-1192(3), any Member/Referring Agency School District may terminate without notice this Agreement if another Eligible Procurement Unit fails to comply with the terms of this Agreement.

Either party may cancel this Agreement, pursuant to the requirements of A.R.S. §38-511.

**SECTION 8. - IMMIGRATION; LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

Both parties are governmental entities that are required to comply with A.R.S. §41-4401. The parties hereby warrant that they will, at all times during the terms 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").

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 parties who breach may be subject to penalties up to and including termination of the Agreement.

**SECTION 9. - CONSEQUENTIAL DAMAGES; CONTRIBUTION; THIRD PARTIES**

The FIRE AUTHORITY shall not be liable for any consequential damages associated with the delivery of material or supplies pursuant to this Agreement.

Nothing herein shall be construed to waive any claim for contribution or allocation of fault as it relates to claims arising from the negligent action or omission of the other party.

This Agreement shall not be construed as a third party beneficiary contract and shall be intended to benefit only the parties named specifically herein.

**SECTION 10. - WORKERS' COMPENSATION COVERAGE**

All employees of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Agreement, shall be deemed to be an employee of the party who is his or her primary employer, as provided in A.R.S. §23-1022(D), and the primary employer/party of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required. In conjunction herewith, it is recognized that the Warehouse Operations Manager is an employee of the FIRE AUTHORITY for the purposes of employment and benefit law.

**SECTION 11. - NON-DISCRIMINATION**

The parties will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The parties will not participate either directly or indirectly in the discrimination

prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Genetic Discrimination Act of 2008, and Executive Orders 99-4 and 2000-4.

**SECTION 12. - BINDING EFFECT**

This Agreement shall be binding upon the parties and any successor in interest hereto, including subsequent boards, as elected, unless terminated as otherwise set forth herein.

**SECTION 13. - GOVERNING LAW**

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and shall be deemed made and entered into in Yavapai County, Arizona. Any dispute arising hereunder shall be submitted for resolution in Yavapai County, Arizona.

**SECTION 14. - WAIVER OF JURY TRIAL; ATTORNEYS' FEES**

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of a dispute, mediation, arbitration or litigation arising from this IGA, each party shall bear its own attorneys' fees and costs and neither shall be entitled to an award of attorneys' fees.

This Agreement is intended to replace and supersede any prior agreements and amendments in their entirety, entered into between the parties relating to fire apparatus maintenance and repairs.

**SECTION 15.- No WAIVER**

No action or failure to act by any Referring Agency or the Fire Authority constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless all of the parties hereto memorialize the waiver or approval in writing and sign it.

///

///

**IN WITNESS WHEREOF**, the parties enter into this Agreement on the date set forth below.

APPROVALS

CENTRAL ARIZONA FIRE AUTHORITY

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Chairman/Fire Board                      Date

\_\_\_\_\_  
Chairman/Board                                      Date

\_\_\_\_\_  
Clerk/Fire Board                      Date

\_\_\_\_\_  
Clerk/Board                                      Date

\_\_\_\_\_  
Fire Authority Counsel                      Date

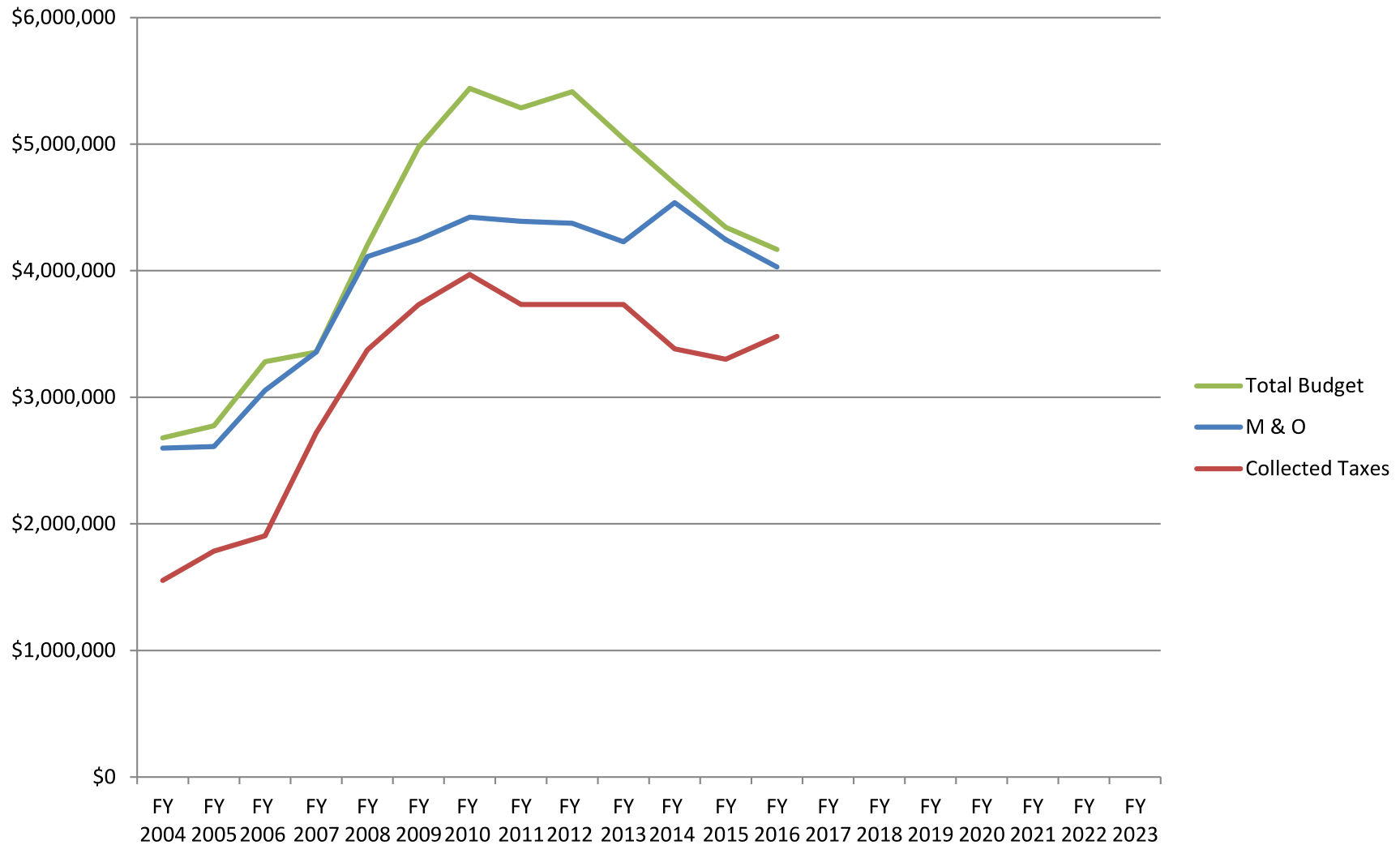
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District Counsel                                      Date



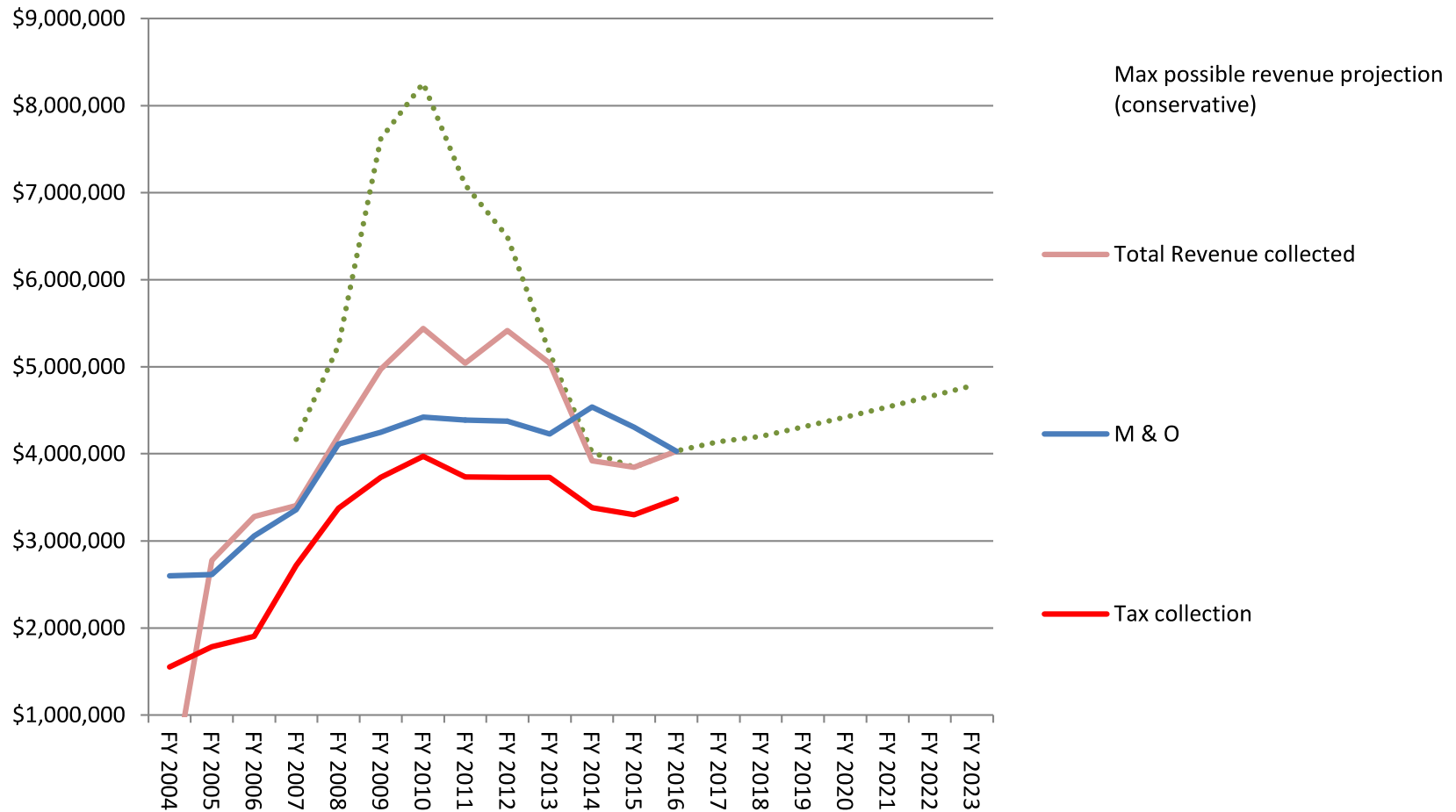
# 2016-17 Budget Study Session

# Chino Valley FD Review

## stand-alone projections

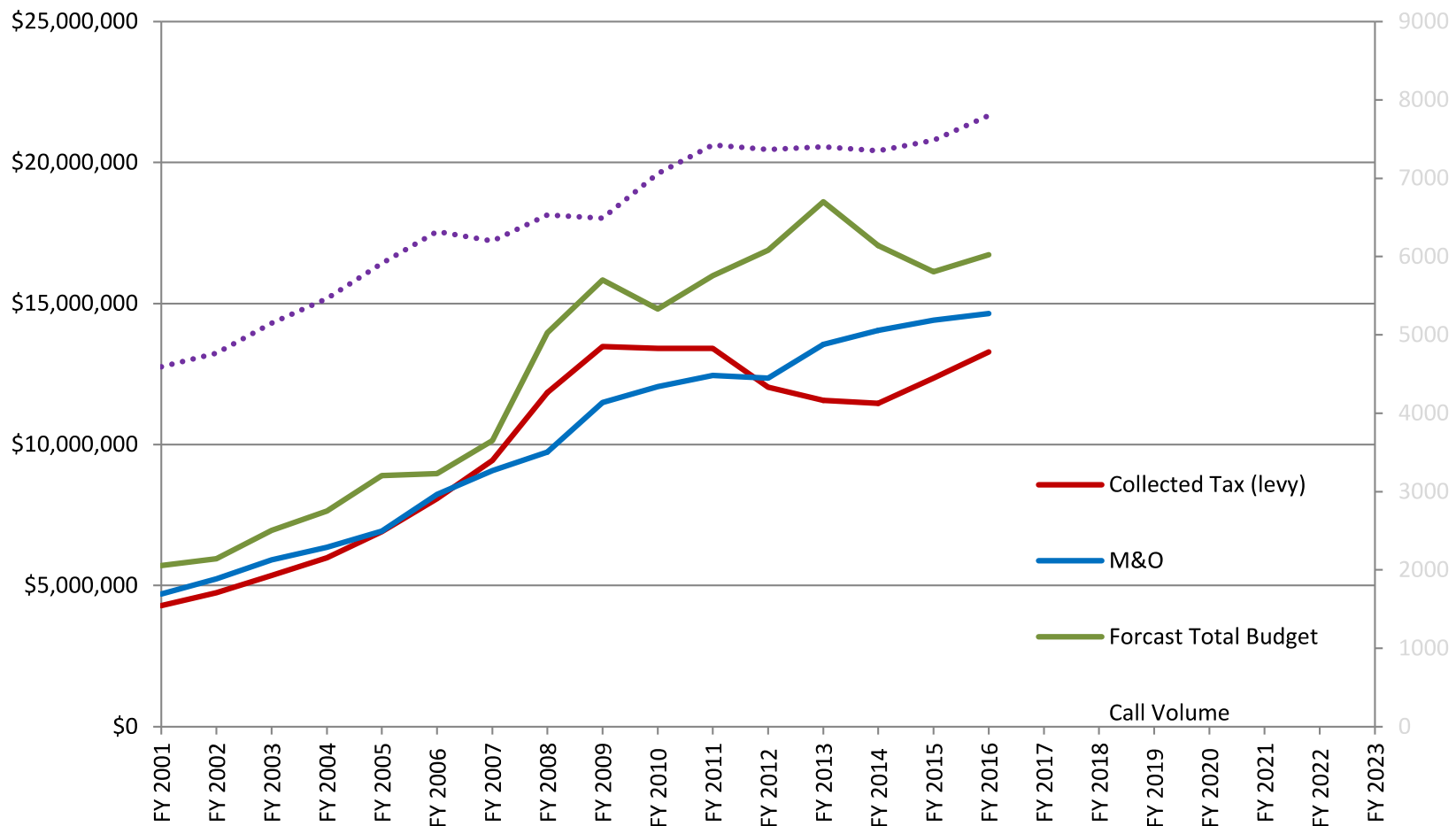


# Chino Valley FD Financial Position



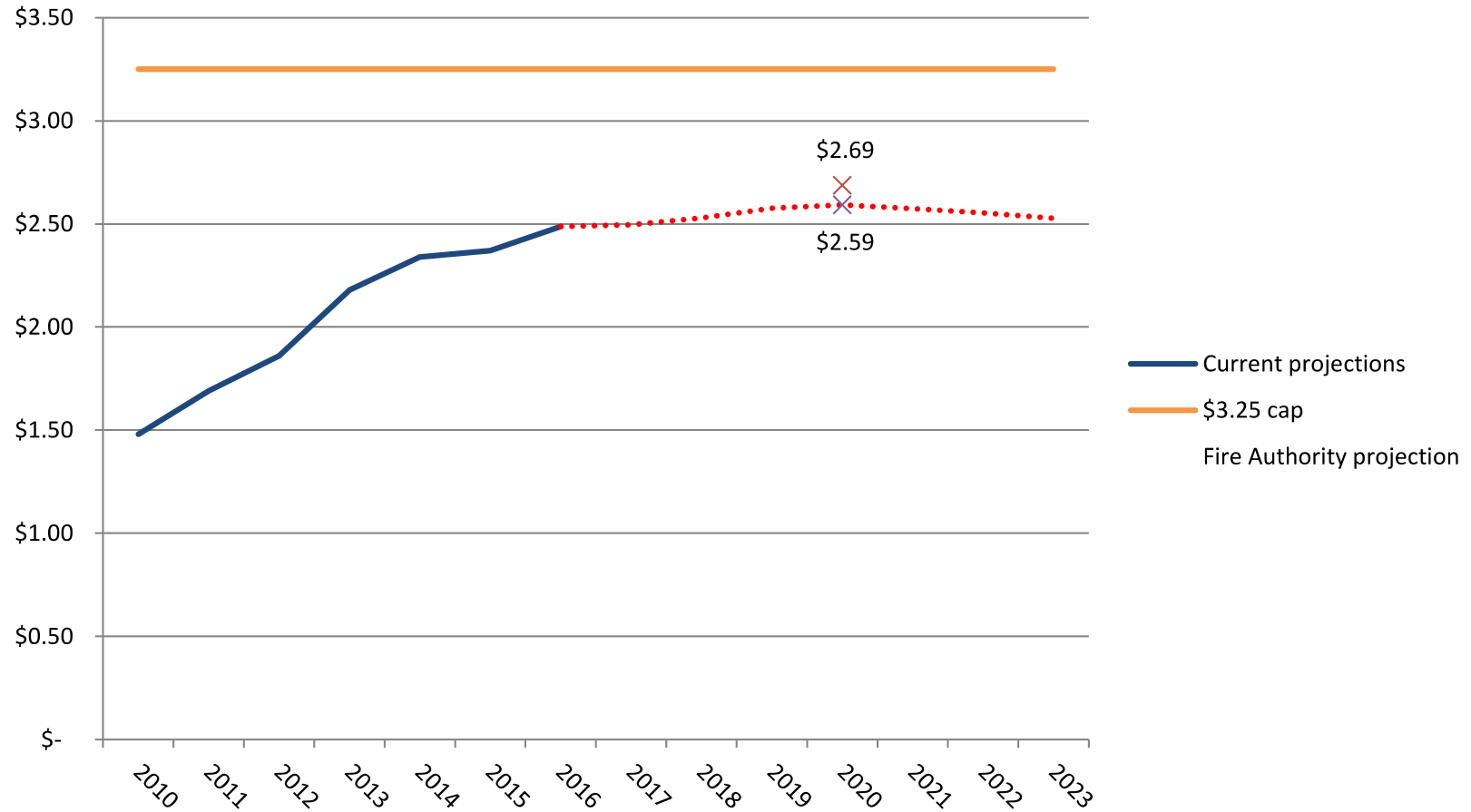
# Central Yavapai FD Review

## Stand-alone projections

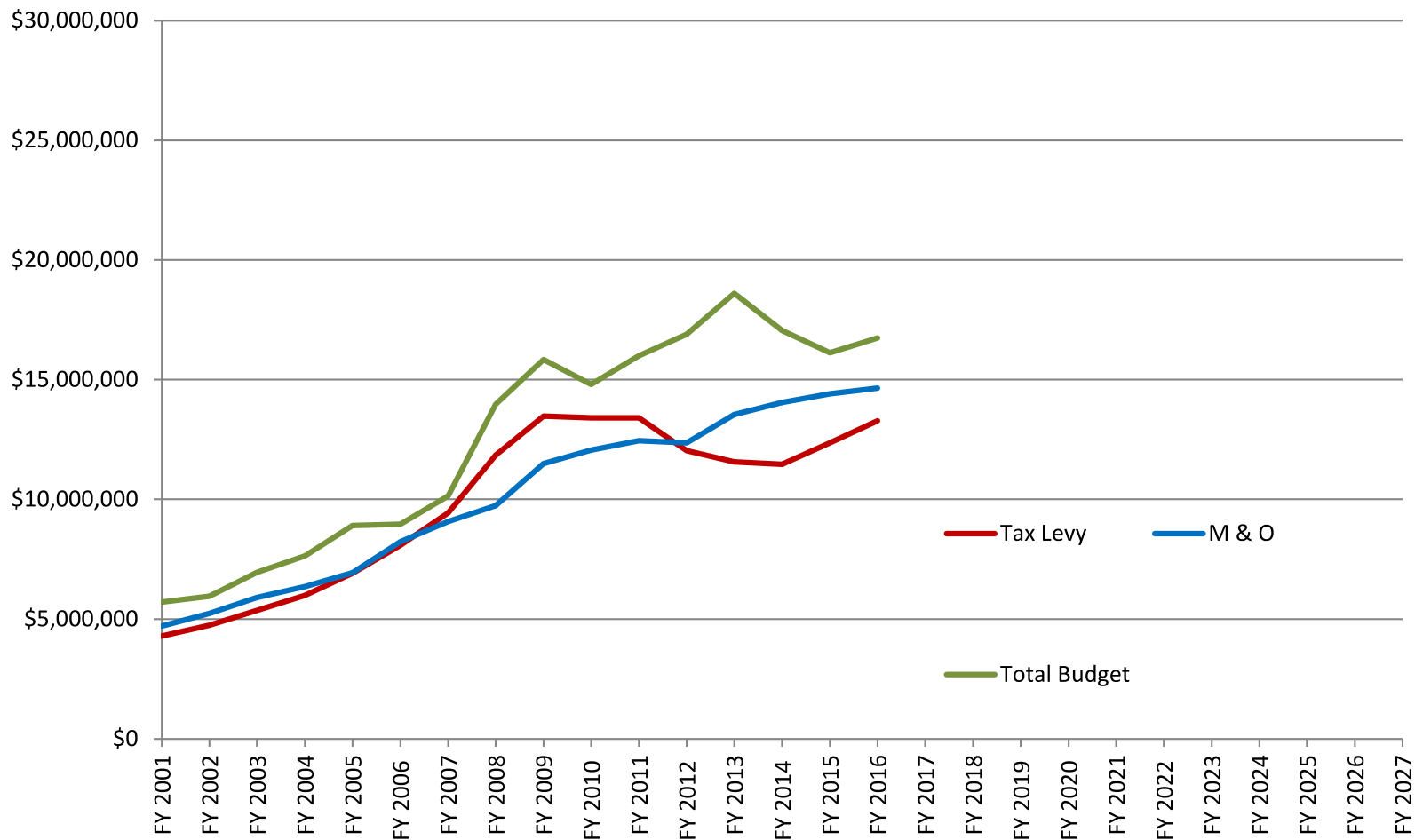


# CYFD Tax Rate Projection

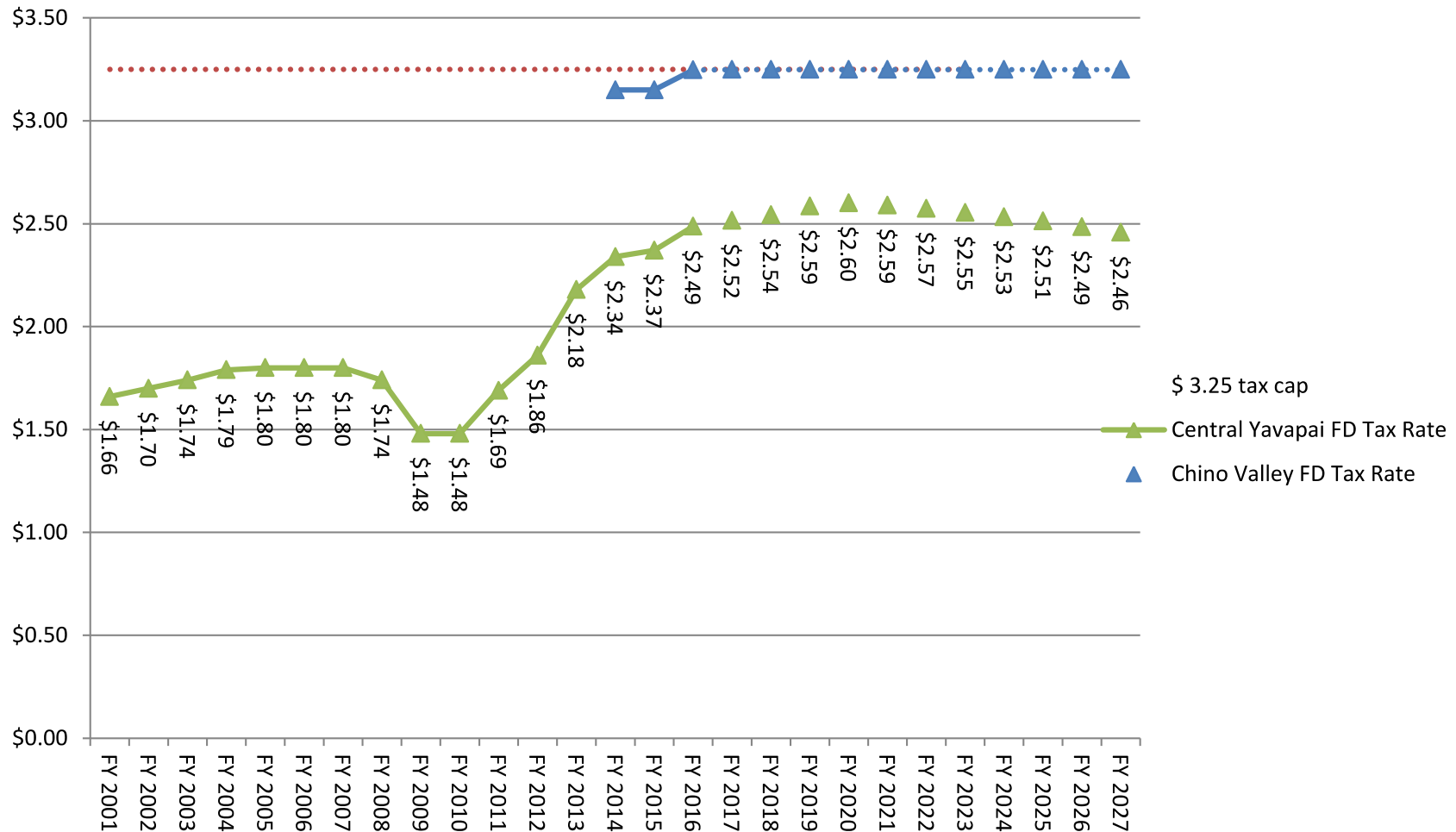
(From 2015 data and presentation)



# Fire Authority Budget Projections (current 2016)

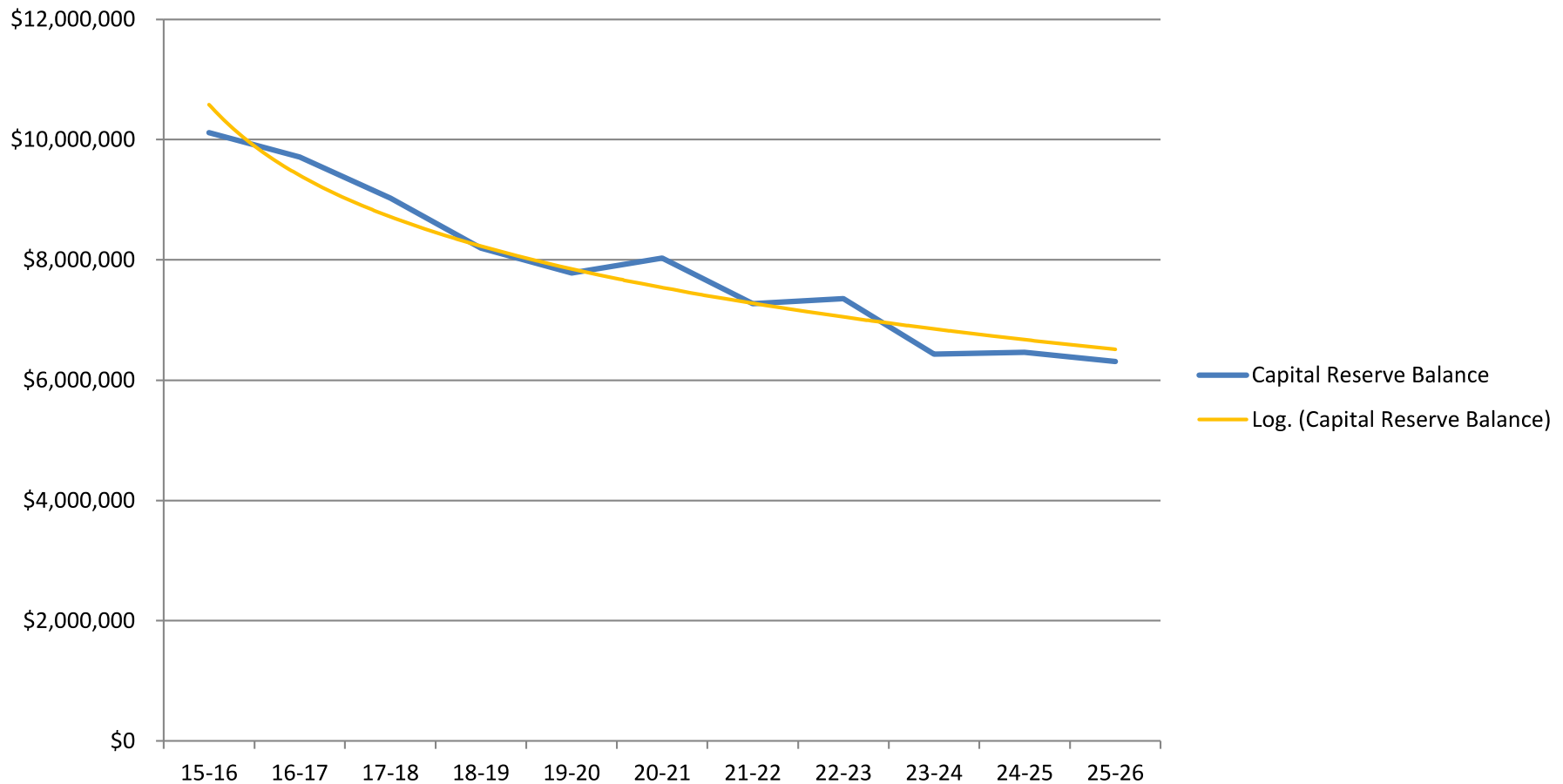


# Fire Authority Tax Rate Projections (using actual 2016 NAV and 2015 assumptions)



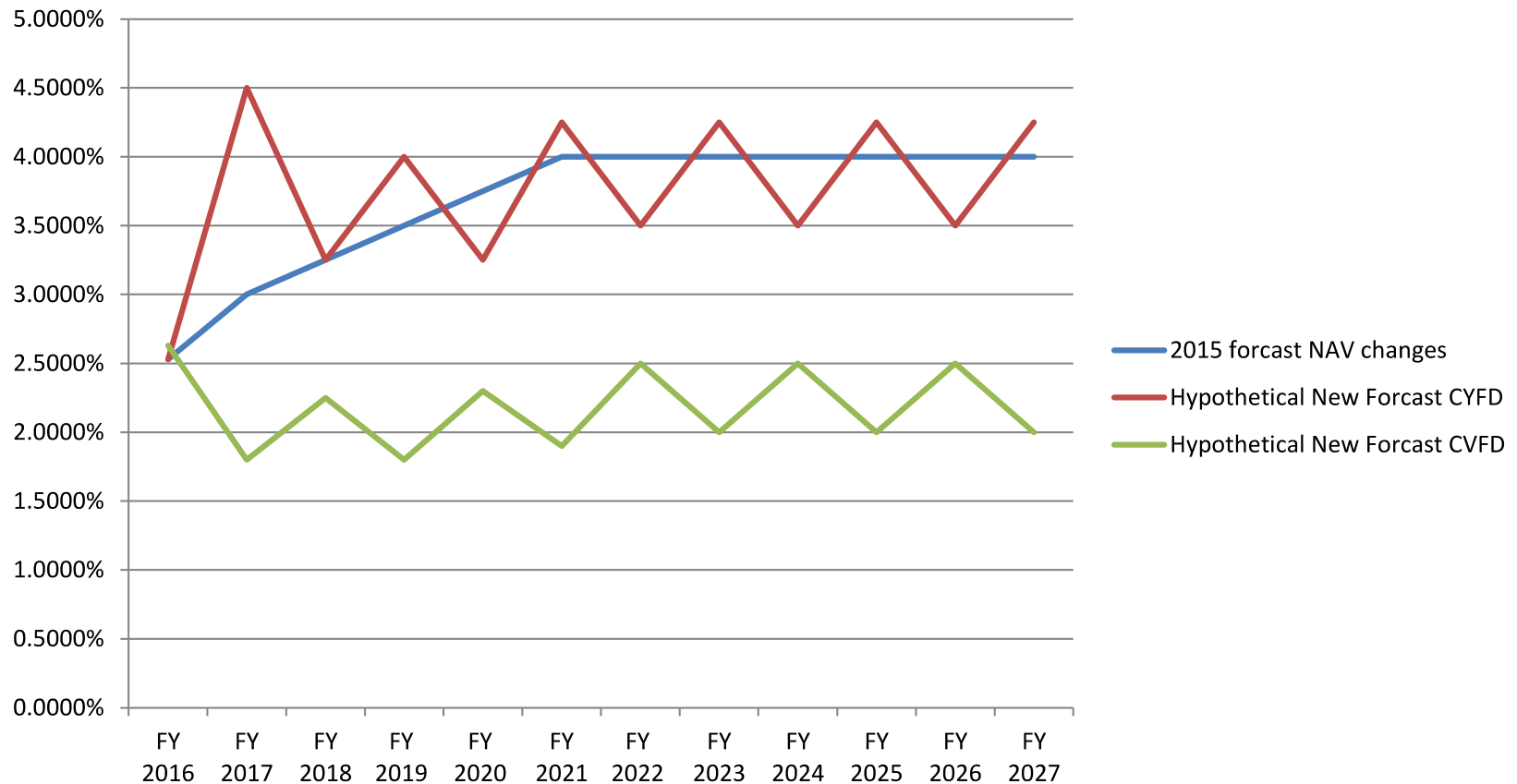
# Fire Authority Reserve Fund Projection

Capital Reserve Balance





# Previous NAV assumptions vs. Hypothetical New assumptions





**Draft Budget (April 2016)**  
**Fiscal Year 2017**  
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## Draft Budget FY 2017

## All Departments

## Maintenance &amp; Operation Budget

	FY 17(CV+CY)	FY 17 (CAFMA)	Variance	Variance (%)
<b>Personnel Services</b>				
Administration	1,169,770	1,163,990	(5,780)	-0.49%
Support Services	1,657,090	1,644,019	(13,071)	-0.79%
Operations	13,038,137	12,918,202	(119,935)	-0.92%
<b>Total Personnel Services</b>	15,864,997	15,726,211	(138,786)	-0.87%
<b>Supplies</b>				
Administration	33,809	24,049	(9,760)	-28.87%
Support Services	1,158,218	1,139,983	(18,235)	-1.57%
Operations	448,137	438,756	(9,381)	-2.09%
<b>Total Supplies</b>	1,640,164	1,602,788	(37,376)	-2.28%
<b>Services &amp; Charges</b>				
Administration	473,169	404,731	(68,438)	-14.46%
Support Services	317,047	244,339	(72,708)	-22.93%
Operations	946,967	886,639	(60,328)	-6.37%
<b>Total Services &amp; Charges</b>	1,737,183	1,535,709	(201,474)	-11.60%
<b>Maintenance &amp; Operation Subtotal</b>	19,242,344	18,864,708	(377,636)	-1.96%

## Capital &amp; Contingency Budget

## Capital Outlay

Administration	-	-	-	
Support Services	188,500	180,000	(8,500)	-4.51%
Operations	2,185,027	2,185,027	-	0.00%
<b>Total Capital Outlay</b>	2,373,527	2,365,027	(8,500)	-0.36%

## Contingency

Administration	83,838	79,640	(4,198)	-5.01%
Support Services	156,617	151,417	(5,200)	-3.32%
Operations	721,660	712,178	(9,482)	-1.31%
<b>Total Contingency</b>	962,115	943,235	(18,880)	-1.96%

## Capital &amp; Contingency Budget

	3,335,642	3,308,262	(27,380)	-0.82%
<b>Total District Budget</b>	<b>22,577,986</b>	<b>22,172,970</b>	<b>(405,016)</b>	<b>-1.79%</b>

## Department Totals

	FY 17(CV+CY)	FY 17 (CAFMA)	Variance	Variance (%)
Administration	1,760,585	1,672,409	(88,176)	-5.01%
Support Services	3,477,472	3,359,758	(117,714)	-3.39%
Operations	17,339,928	17,140,802	(199,126)	-1.15%
<b>Total District Budget</b>	<b>22,577,984</b>	<b>22,172,968</b>	<b>(405,016)</b>	<b>-1.79%</b>

The Central Arizona Fire and Medical Authority Board of Directors has approved the posting and publication of the Fire District's Tentative Budget for Fiscal Year 2016-2017 and will hold a Public Hearing to adopt said budget on June ??, 2016 at the Prescott Valley Town Council Chambers, Civic Circle., Prescott Valley, at 2:00 p.m.

**Central Arizona Fire and Medical  
Revenue Budget FY 2017**

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17		CAFMA Budget FY 17	Variance	Variance (%)
<b>Total Budget</b>	5,306,627	17,271,361	22,577,988		22,172,968	(405,020)	-1.79%
<b>Carryover</b>	(110,819)	(1,232,540)	(1,343,359)		(1,343,359)	-	0.00%
<b>Revenue:</b>							
<b>Vehicle Maintenance:</b>							
4315 Walker Fire		(8,000)	(8,000)		(8,000)	-	0.00%
4325 Mayer Fire		(5,000)	(5,000)		(5,000)	-	0.00%
4350 Chino Valley Fire		(21,306)	(21,306)		-	(21,306)	-100.00%
4352 Clarkdale		(3,000)	(3,000)		(3,000)	-	0.00%
4360 Camp Verde Fire		(1,000)	(1,000)		(1,000)	-	0.00%
4365 Montezuma Rimrock		(1,000)	(1,000)		(1,000)	-	0.00%
4375 Forest Service		(1,000)	(1,000)		(1,000)	-	0.00%
4385 Rosenbauer/Central States		(3,000)	(3,000)		(3,000)	-	0.00%
4395 Crown King Fire		(500)	(500)		(500)	-	0.00%
4600 Groom Creek Fire		(500)	(500)		(500)	-	0.00%
4640 Williamson Valley Fire		(750)	(750)		(750)	-	0.00%
4700 Other/Warranty		(1,000)	(1,000)		(1,000)	-	0.00%
<b>Total Vehicle Maintenance</b>	-	(46,056)	(46,056)	-	(24,750)	(21,306)	-46.26%
<b>Prevention:</b>							
4400 Plan Review Fees		(4,500)	(4,500)		(4,500)	-	
4415 Care Home Inspection Fees		(500)	(500)		(500)	-	0.00%
4420 Special Events Fees		(17,500)	(17,500)		(17,500)	-	
4425 Prevention Permits		(200)	(200)		(200)	-	0.00%
4430 Inspection Fees		(1,000)	(1,000)		(1,000)	-	0.00%
5105 CPR Class Income		(6,000)	(6,000)		-	(6,000)	-100.00%
5125.31 PAWUIC / Def. Space		(24,000)	(24,000)		(24,000)	-	0.00%
5150 Risk Management Grants		-	-		-	-	-
5600 Babysitting Class		(600)	(600)		(600)	-	0.00%
Chino Valley Fire Contract		(45,000)	(45,000)		-	(45,000)	-100.00%
<b>Total Prevention</b>	-	(99,300)	(99,300)	-	(48,300)	(6,000)	-6.04%
<b>Communications:</b>							
CVFD Connectivity		(5,000)	(5,000)		-	(5,000)	-100.00%
4775 Cell Tower Lease Agreements		(38,000)	(38,000)		-	(38,000)	-100.00%
5140.41 Tech Services Contracting		(125,000)	(125,000)		(125,000)	-	0.00%
???? Supplies for Outside Agency Work		(10,000)	(10,000)		(10,000)	-	0.00%
<b>Total Communications</b>	-	(178,000)	(178,000)	-	(135,000)	(43,000)	-24.16%
<b>Grants:</b>							
5430 Grant - FEMA - SAFER	-	(50,000)	(50,000)		-	(50,000)	-100.00%
<b>Total Grants</b>	-	(50,000)	(50,000)	-	-	(50,000)	-100.00%
<b>Warehouse:</b>							
5700 Warehouse Purchasing Group	-	(50,000)	(50,000)		(50,000)	-	0.00%
<b>Other:</b>							
5900 CARTA Classes		(15,000)	(15,000)		(15,000)	-	0.00%
CPR / EMS Classes	(18,000)		(18,000)		(24,000)	6,000	33.33%
4200 FDAT	(313,900)	(313,900)	(627,800)		-	(627,800)	-100.00%
4001 Fire Protection Contracts	(59,000)	(65,000)	(124,000)		(124,000)	-	0.00%
1200 Capital Reserve Account	-	(929,509)	(929,509)		(929,509)	-	0.00%
Chino Bond	(1,058,000)	-	(1,058,000)		(1,058,000)	-	0.00%
4800 Off-District Fires	(150,000)	(50,000)	(200,000)		(50,000)	(150,000)	-75.00%
4900 Interest Income	(6,000)	(15,000)	(21,000)		(21,000)	-	0.00%
5100 Miscellaneous Revenue		(10,900)	(10,900)		(10,900)	-	0.00%
5200 Surplus Equipment Sales		-	-		-	-	-
5400 Donations		(500)	(500)		(500)	-	0.00%
5855 64 Lease	(7,200)	-	(7,200)		(7,200)	-	0.00%
5855 Admin 61 Lease	(24,000)	-	(24,000)		(24,000)	-	0.00%
5350 Rebates Refunds	(2,000)	-	(2,000)		-	(2,000)	-100.00%
5700 CYFD JMA Expense Reimbursement	(10,000)	-	(10,000)		-	(10,000)	-100.00%
<b>Total Other</b>	(1,316,200)	(1,070,909)	(2,343,909)	-	(2,225,109)	(162,000)	-6.91%
<b>Total Non-Levy Revenues</b>	(1,445,019)	(2,741,805)	(4,186,824)	-	(3,865,518)	(321,306)	-7.67%
<b>Tax Levy Requirement</b>	3,547,708	14,215,656	17,763,364		-	(17,763,364)	100.00%
<b>Additional Funding Requirement</b>					18,307,450	18,307,450	-
<b>Net A.V.(3.0% increase)</b>	109,186,841	560,250,069	109,186,841	CVFD	109,186,841	-	0.00%
			560,250,069	CYFD	560,250,069	-	0.00%
<b>Funding Requirement by District</b>							
3100 CVFD				CVFD	3,850,599		
3200 CYFD				CYFD	14,456,851		
<b>Actual/Estimated Tax Rate</b>	\$3.2492	\$2.5374		CVFD	\$3,2492	\$0.0000	0.00%
				CYFD	\$2.5138	(\$0.0236)	-0.93%

**Central Arizona Fire and Medical  
Draft Budget FY 2017  
Departmental Comparison**

	<b>CVFD FY 17</b>	<b>CYFD FY 17</b>	<b>CVFD +CYFD FY 17</b>	<b>CAFMA Budget FY 17</b>	<b>Budget Variance \$\$</b>	<b>Budget Variance %</b>	<b>% of Total</b>
Administration	413,309	1,263,439	1,676,748	1,592,770	(83,978)	-5.01%	7.50
Fire Prevention	51,909	544,840	596,749	542,297	(54,452)	-9.12%	2.55
Operations	4,332,447	11,741,003	16,073,450	15,916,168	(157,282)	-0.98%	74.97
Training Center	27,800	517,018	544,818	512,456	(32,362)	-5.94%	2.41
Technical Services	111,735	967,265	1,079,000	1,054,924	(24,076)	-2.23%	4.97
Facilities Maintenance	45,530	300,009	345,539	344,623	(916)	-0.27%	1.62
Fleet Maintenance	115,627	915,966	1,031,593	998,007	(33,586)	-3.26%	4.70
Warehouse	6,000	261,974	267,974	268,490	516	0.19%	1.26
<b>Budget Subtotal</b>	<b>5,104,357</b>	<b>16,511,514</b>	<b>21,615,871</b>	<b>21,229,735</b>	<b>(386,136)</b>	<b>-1.79%</b>	<b>99.98</b>
Contingency ( 5%)	202,318	759,850	962,117	943,235	(18,882)	-1.96%	
<b>Total District Budget</b>	<b>5,306,675</b>	<b>17,271,364</b>	<b>22,577,988</b>	<b>22,172,968</b>	<b>(405,020)</b>	<b>-1.79%</b>	
<b>Total Non-Levy Resources</b>			<b>(4,186,824)</b>	<b>(3,865,518)</b>	<b>321,306</b>	<b>-7.67%</b>	
<b>FDAT</b>			<b>(627,800)</b>	<b>0</b>	<b>(627,800)</b>		
<b>Tax Levy Requirement</b>			<b>17,763,364</b>				
<b>Additional Funding Requirement</b>				<b>18,307,450</b>	<b>544,086</b>		
<b>Estimated Assessed Valuations</b>	<b>109,186,841</b>	<b>560,250,069</b>	<b>669,436,910</b>	<b>669,436,910</b>	<b>-</b>		
<b>Estimated Tax Rate</b>	<b>\$3.2492</b>	<b>\$2.5374</b>	<b>N/A</b>	<b>CVFD CYFD</b>	<b>\$3.2492 \$2.5138</b>	<b>\$0.0000 (\$0.0236)</b>	<b>0.00% -0.93%</b>

Central Arizona Fire and Medical  
Draft Budget FY 2017 (4-2016)  
General Fund  
Administration

**Personnel Services**

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6100.1 Salaries							
Total Salaries	71,403	671,721	743,124		742,815	(309)	-0.04%
<b>6101.1 CEO Fire Chief (70-9)</b>	121,795	-	121,795		124,143	2,348	1.93%
6110.1 Overtime		6,500	6,500		6,500	-	0.00%
6130.1 PSPRS Retirement		41,029	41,029		36,820	(4,209)	-10.26%
6129.1 ASRS Retirement	8,190	48,674	56,864		56,829	(35)	-0.06%
6133.1 401A - Fire Chief	21,984	-	21,984		22,408	424	1.93%
6132.1 401A (Employees participating in DROP) Tier 2A		14,134	14,134		14,134	-	0.00%
6150.1 Workers Compensation Insurance							
Chief	5,359	-	5,359		6,071	712	13.29%
Admin at FF State Comp rate		12,414	12,414		12,414	-	0.00%
Office (Sal + OT+ Assign)	114	1,628	1,742		1,189	(553)	-31.75%
Total State Compensation Insurance	5,473	14,042	19,515		19,674	159	0.81%
6151.1 Workers Comp Ins. / Volunteers		101	101		101	-	0.00%
6170.1 Unemployment Insurance	112	673	785		972	187	23.82%
6180.1 Social Security Tax	11,978	26,310	38,288		38,415	127	0.33%
6181.1 Medicare Tax	2,801	9,834	12,635		12,665	30	0.24%
6190.1 Dental and Vision Insurance	1,999	-	1,999		-	(1,999)	-100.00%
6190.1 Life Insurance	515	-	515		-	(515)	-100.00%
6190.1 Health Insurance	15,982	74,520	90,502		102,648	12,146	13.42%
<b>Total Personnel Services</b>	<b>262,232</b>	<b>907,538</b>	<b>1,169,770</b>		<b>1,163,990</b>	<b>(5,780)</b>	<b>-0.49%</b>

**Supplies**

6200.1 Office Supplies							
Routine Supplies (moved to warehouse)	8,000	-	8,000	-	-	(8,000)	-100.00%
Office Small Equipment Replacement	-	500	500	-	500	-	0.00%
Total Office Supplies	8,000	500	8,500	-	500	(8,000)	-94.12%
6205.1 In-House Duplication & Printing							
Copy paper (moved to warehouse)	-	-	-	-	-	-	-
Monthly Copier Charge (Lease, Maint, Supplies)	2,500	15,000	17,500	-	17,500	-	0.00%
Station Printer Supplies (moved to warehouse)	1,000	-	1,000		-	(1,000)	-100.00%
Total In-house Dupl & Printing	3,500	15,000	18,500		17,500	(1,000)	-5.41%
6210.1 Fire Corp Program							
Recruitment / Retention	-	260	260		260	-	0.00%
Uniforms	-	200	200		200	-	0.00%
Routine Supplies	-	40	40		40	-	0.00%
Training	-	-	-		-	-	-
Total Fire Corp Program	-	500	500		500	-	0.00%
6230.1 Uniforms	1,360	2,000	3,360		2,600	(760)	-22.62%
6240.1 Library Reference							
ADA Compliance Handbook	-	-	-		-	-	-
AFDA Handbook Insert Update	-	75	75		75	-	0.00%
ATRA Tax Summary	-	60	60		60	-	0.00%
Books/CDs	-	300	300		300	-	0.00%
Capitol Times	-	-	-		-	-	-
EMS Best Practices	-	270	270		270	-	0.00%
FLSA Handbook	-	475	475		475	-	0.00%

Central Arizona Fire and Medical  
Draft Budget FY 2017 (4-2016)  
General Fund  
Administration

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
FMLA Handbook	-	475	475		475	-	0.00%
IFS Journal	-	50	50		50	-	0.00%
Legal Briefings for Fire Chiefs	-	99	99		99	-	0.00%
Personnel Law Update	-	200	200		200	-	0.00%
Public Employment Law	-	295	295		295	-	0.00%
Routine Subscriptions	-	650	650		650	-	0.00%
<i>Total Library Supplies</i>	-	2,949	2,949	-	2,949	-	0.00%
<b>Total Supplies</b>	<b>12,860</b>	<b>20,949</b>	<b>33,809</b>	<b>-</b>	<b>24,049</b>	<b>(9,760)</b>	<b>-28.87%</b>
<b>Services and Charges</b>							
6400.1 <b>Audit &amp; Accounting</b>	15,000	14,000	29,000		20,000	(9,000)	-31.03%
6405.1 Other Professional Services							-
US Bank GADA Admin Fees	-	425	425		1,000	575	135.29%
Bank Fees	1,800	-	1,800		-		
Board Member Elections	5,000	20,500	25,500		25,500	-	0.00%
Yavapai County MIS Maps	-	50	50		50	-	0.00%
Annexations - Legal Descriptions/Surveys	100	1,400	1,500		1,500	-	0.00%
County Charges	500	1,100	1,600		1,500	(100)	-6.25%
Bond Fees	420	-	420		800	380	90.48%
Arbitrage Fees	-	350	350		-	(350)	-100.00%
Fingerprint Charges	-	1,200	1,200		1,200	-	0.00%
Universal Background services	-	1,520	1,520		1,520	-	0.00%
Chino Valley Fire Chief (JMA)	-	10,000	10,000		-	(10,000)	-100.00%
PIO and Advertising	300	-	300				
Routine Other Professional Services	-	500	500		-	(500)	-100.00%
<i>Total Other Professional Services</i>	8,120	37,045	45,165		33,070	(12,095)	-26.78%
6410.1 <b>Legal Services</b>	30,000	65,500	95,500		70,000	(25,500)	-26.70%
.600 Legal Services - Non - Routine	-	7,500	7,500		7,500	-	0.00%
<i>Total Legal Services</i>	30,000	73,000	103,000	-	77,500	(25,500)	-24.76%
6420.1 Employee Assistance Program							
Routine	1,700	3,000	4,700		4,700	-	0.00%
HR/Supervisor Referrals	-	2,000	2,000		2,000	-	0.00%
CISD	-	2,500	2,500		2,500	-	0.00%
<i>Total Employee Assistance Program</i>	1,700	7,500	9,200		9,200	-	0.00%
6430.1 Communications <i>previously allocated, now all to Admin</i>							
Monthly (CenturyLink, Long Distance)	8,110	17,023	25,133		25,133	-	0.00%
Phone Line	900	-	900		900	-	0.00%
Cell Phones	3,800	30,000	33,800		33,800	-	0.00%
Cable One Internet	500	4,800	5,300		5,300	-	0.00%
Global Star - Satellite Phones	-	972	972		972	-	0.00%
Mobile Data	2,500	15,000	17,500		17,500	-	0.00%
Phone Repair/Rplce/Upgrade/Equip	-	2,500	2,500		2,500	-	0.00%
<i>Total Communications</i>	15,810	70,295	86,105		86,105	-	0.00%
6435.1 Postage							
Postage Meter	-	550	550		550	-	0.00%
Misc Postage Supplies (ink, labels, etc.)	-	250	250		250	-	0.00%
Shipping (UPS, FedEx, etc.)	-	300	300		300	-	0.00%
Postage	2,000	2,900	4,900		4,900	-	0.00%
<i>Total Postage</i>	2,000	4,000	6,000		6,000	-	0.00%
6441.1 Fire Board Expenses							
AFDA Travel	-	750	750		-	(750)	-100.00%
Misc. (Shirts, Business Cards, Name Tags, Good Will)	1,000	200	1,200		250	(950)	-79.17%
<i>Total Fire Board Expenses</i>	1,000	950	1,950		250	(1,700)	-87.18%
6470.1 Newspaper Advertising							
Routine	2,000	100	2,100		2,100	-	0.00%
Legal notices - Budget	-	350	350		350	-	0.00%
Bids @ \$35	-	250	250		250	-	0.00%
Elections	-	450	450		-	(450)	-100.00%
Annexations	-	200	200		200	-	0.00%
Public Hearings @ \$25	-	100	100		100	-	0.00%
Job or Position Openings	-	2,000	2,000		2,000	-	0.00%
<i>Total Newspaper Advertising</i>	2,000	3,450	5,450		5,000	(450)	-8.26%
6490.1 Outside Duplication & Printing							
Business Cards & Stationery	-	350	350		350	-	0.00%
Forms & Reports	-	750	750		750	-	0.00%
Finance	-	650	650		650	-	0.00%
<i>Total Outside Dupl &amp; Printing</i>	-	1,750	1,750		1,750	-	0.00%

Central Arizona Fire and Medical  
Draft Budget FY 2017 (4-2016)  
General Fund  
Administration

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6500.1	Insurance	38,557	-	38,557		-	(38,557)	-100.00%
	Umbrella Policy	-	99,579	99,579		122,951	23,372	23.47%
	Reserve Insurance	-	8,563	8,563		8,500	(63)	-0.74%
	Total Insurance	38,557	108,142	146,699		131,451	(15,248)	-10.39%
6510.1	Electric (station 61 admin)	4,800	-	4,800		4,800	-	0.00%
6520.1	Natural Gas (station 61 admin)	800	-	800		-	(800)	-100.00%
6580.1	Repairs & Maintenance - Equipment							
	Typewriter & Fax	-	100	100		100	-	0.00%
	Routine	-	150	150		150	-	0.00%
	Total Repair & Maintenance - Equipment	-	250	250	-	250	-	0.00%
6590.1	Training & Travel							
	IAFC Conference (1 Attendees)	-	-	-		-	-	-
	Fire Chief Classes/Conferences	1,000	1,000	2,000		1,000	(1,000)	-50.00%
	Administrative Chief Classes/Conferences		1,000	1,000		1,000	-	0.00%
	Support Services Chief Classes/Conferences		1,000	1,000		1,000	-	0.00%
	AFCA / AFDA Conferences	4,000	1,000	5,000		4,000	(1,000)	-20.00%
	Finance - GFOA Classes (2 Attendees)		500	500		500	-	0.00%
	CYMA Conference (2 Attendees)	-	1,000	1,000		1,000	-	0.00%
	Yavapai College Classes	-	-	-		-	-	-
	National Fire Academy (3)	1,500	285	1,785		1,000	(785)	-43.98%
	SHRM/HR Conferences (2 attendees)	-	800	800	-	800	-	0.00%
	Routine (Wildland Billing/Legal Update Classes)	3,000	1,000	4,000		4,000	-	0.00%
	Total Training & Travel	9,500	7,585	17,085		14,300	(2,785)	-16.30%
6595.1	Awards	5,000	-	5,000		5,000	-	0.00%
6600.1	Dues							
	AFDA-CYFD	1,300	990	2,290		2,000	(290)	-12.66%
	Arizona Fire Chief Assn	200	1,000	1,200		1,200	-	0.00%
	CV Chamber of Commerce	100		100		100	-	0.00%
	PV Chamber of Commerce	-	150	150		150	-	0.00%
	IAFC ()	240	550	790		800	10	1.27%
	IPMA-HR (1)	-	200	200		200	-	0.00%
	ICC	150		150		150	-	0.00%
	CLIA	150		150		150	-	0.00%
	Rotary Club CV	1,050		1,050		1,050	-	0.00%
	Chase VISA	-	195	195		195	-	0.00%
	Society for Human Resource (2)	-	360	360		360	-	0.00%
	PV Econ. Dev. Foundation	-	500	500		500	-	500.00%
	GFOA (2)	-	840	840		840	-	0.00%
	Prsct Area Human Resource Assoc. (2)	-	200	200		200	-	0.00%
	Prescott Newspapers	160		160		160	-	0.00%
	Firehouse	180		180		-	(180)	-100.00%
	Active 911	400		400		-	(400)	-100.00%
	Routine (AZ Ambulance to 6600.3)	-	-	-		-	-	-
	Total Dues	3,930	4,985	8,915		8,055	(860)	-9.65%
6610.1	Miscellaneous	-	2,000	2,000		2,000	-	0.00%
<b>Total Services &amp; Charges</b>		<b>138,217</b>	<b>334,952</b>	<b>473,169</b>		<b>404,731</b>	<b>(68,438)</b>	<b>-14.46%</b>
<b>Capital Outlay</b>								
7720.1	Capital Outlay - Building	-	-	-	-	-	-	-
	Stoneridge land					-		
7740.1	Capital Outlay - Equipment	-	-	-	-	-	-	-
<b>Total Capital Outlay</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Administration Budget</b>		<b>413,309</b>	<b>1,263,439</b>	<b>1,676,748</b>	<b>-</b>	<b>1,592,770</b>	<b>(83,978)</b>	<b>-5.01%</b>
<b>Contingency</b>		<b>20,665</b>	<b>63,172</b>	<b>83,837</b>		<b>79,639</b>		
<b>Total Budget with Contingency</b>		<b>433,974</b>	<b>1,326,611</b>	<b>1,760,585</b>		<b>1,672,409</b>		



**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Fire Prevention**

**Personnel Services**

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6100.2 Salaries							
<i>Total Salaries</i>	-	309,812	309,812		309,812	-	0.00%
6103.2 Special Detail							
.400 8 Fire Pals (\$25 / hour - 6 hrs./day)	-	9,600	9,600		12,600	3,000	31.25%
.402 Babysitter Program (1 4-hr lecture @ \$25/ hr)	-	250	250		250	-	0.00%
.403 Special Events Assignment Pay (special duty)	1,000	6,500	7,500		6,500	(1,000)	-13.33%
.404 Fire Investigator Trainees		1,000	1,000		1,000	-	0.00%
<i>Total Special Detail</i>	1,000	17,350	18,350	-	20,350	2,000	10.90%
6104.2 Supervisory Assignment (20 Days & \$25)	-	500	500		500	-	0.00%
6110.2 Overtime Salaries (Includes event center)	-	15,000	15,000		15,000	-	0.00%
6129.2 ASRS Retirement	-	24,067	24,067		24,067	-	0.00%
6130.2 PSPRS Retirement	-	40,202	40,202		36,089	(4,113)	-10.23%
6132.2 401A (Employees participating in DROP) Tier 2	-	-	-		-	-	-
6150.2 Workers Compensation Insurance							
Fire Marshal & Inspectors	44	15,279	15,323		15,426	103	0.67%
Administrative	-	73	73	-	73	-	0.00%
<i>Total State Compensation Insurance</i>	44	15,352	15,396	-	15,499	103	0.67%
6170.2 Unemployment Insurance	-	374	374		374	-	0.00%
6180.2 Social Security Tax	-	12,389	12,389		12,389	-	0.00%
6181.2 Medicare Tax	15	4,969	4,984		5,012	28	0.56%
6190.2 Health Insurance	-	41,400	41,400		39,480	(1,920)	-4.64%
<b>Total Personnel Services</b>	<b>1,059</b>	<b>481,415</b>	<b>482,474</b>	<b>-</b>	<b>478,572</b>	<b>(3,902)</b>	<b>-0.81%</b>

**Supplies**

6200.2 Office Supplies (moved to warehouse)	500	-	500		-	(500)	-100.00%
6205.2 In-House Duplication & Printing							
Monthly copy charges (Lease, Maint, Supplies)	-	2,300	2,300		2,300	-	0.00%
<i>Total In-house Duplication &amp; Printing</i>	-	2,300	2,300		2,300	-	0.00%
6230.2 Uniforms	500	2,250	2,750		1,800	(950)	-34.55%
6242.2 Supplies - Prevention							
Investigations	-	1,350	1,350		1,350	-	0.00%
Code Enforcement	1,350	300	1,650		300	(1,350)	-81.82%
Routine Supplies	-	190	190		190	-	0.00%
<i>Total Risk Management Supplies</i>	1,350	1,840	3,190		1,840	(1,350)	-42.32%
6243.2 Library Reference Materials							
NFPA Subscription	1,400	1,300	2,700		1,300	(1,400)	-51.85%
Reference Books	-	500	500		500	-	0.00%
Routine Reference Materials	-	110	110		110	-	0.00%
<i>Total Library Supplies</i>	1,400	1,910	3,310		1,910	(1,400)	-42.30%
6245.2 Public Ed / School Ed							
Audio Visual - DVD discs/Polaroid film	-	-	-		-	-	-
Programs (clown program, pre-schl, etc)	-	-	-		-	-	-
Urban Survival - Videos & Other Resources	-	-	-		-	-	-
Carseat program	-	500	500		500	-	0.00%
Urban Survival - Handouts	-	8,500	8,500		8,500	-	0.00%
Urban Survival - Props	-	500	500		500	-	0.00%
Senior Program & Neighbor to Neighbor	-	200	200		200	-	0.00%
Printed Materials (Brochures)	-	315	315		315	-	0.00%
Smoke Detectors	-	350	350		350	-	0.00%
Public Education	1,250	400	1,650		1,650	-	0.00%
<i>Total Public Ed / School Ed</i>	1,250	10,765	12,015		12,015	-	0.00%
6249.2 Urban Interface / Brush Removal							
.010 PAWUIC Defensible Space Grant	-	30,000	30,000		30,000	-	0.00%
<i>Total Urban Interface / Brush Removal</i>	-	30,000	30,000		30,000	-	0.00%
<b>Total Supplies</b>	<b>5,000</b>	<b>49,065</b>	<b>54,065</b>	<b>-</b>	<b>49,865</b>	<b>(4,200)</b>	<b>-7.77%</b>

**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Fire Prevention**

**Services and Charges**

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6405.2 Other Professional Services							
Fire Marshal Services from CYFD	45,000		45,000		-	(45,000)	-100.00%
6490.2 Outside Duplication & Printing							
Print Media	300	-	300		300	-	0.00%
Risk Management Forms	-	850	850		850	-	0.00%
Business Cards	-	300	300		300	-	0.00%
Routine Forms	-	250	250		250	-	0.00%
Total Outside Duplication & Printing	-	1,400	1,400		1,400	-	0.00%
6580.2 Prevention Equipment							
Routine Maintenance	-	200	200		200	-	0.00%
Repairs	-	300	300		300	-	0.00%
Total Risk Management Equipment	-	500	500		500	-	0.00%
6590.2 Training & Travel							
AFDA (1)	-	200	200		200	-	0.00%
National Fire Academy (2)	-	500	500		-	(500)	-100.00%
Fire Investigator	600	4,000	4,600		4,000	(600)	-13.04%
Routine	-	3,000	3,000		3,000	-	0.00%
Fire Marshal Education	250	1,000	1,250		1,000	(250)	-20.00%
Fire Code Board of Appeals	-	155	155		155	-	0.00%
Fire ops	-	1,250	1,250		1,250	-	0.00%
State Fire School	-	-	-		-	-	-
Total Training & Travel	850	10,105	10,955		9,605	(1,350)	-12.32%
6600.2 Dues							
PV EDF	-	60	60		60	-	0.00%
Natl Fire Prot Assoc - Fire Marshall	-	165	165		165	-	0.00%
National Fire Sprinkler Assn	-	85	85		85	-	0.00%
AZ State Fire Marshall	-	30	30		30	-	0.00%
International Code Council - Fire Marshall	-	135	135		135	-	0.00%
Intl Assoc of Arson Investigators	-	810	810		810	-	0.00%
Intl Assoc of Fire Chiefs /WFOA - Fire Marshall	-	300	300		300	-	0.00%
Az Fire & Burn Educators	-	105	105		105	-	0.00%
AZ Fire Code Committee/Fire Marshal's Assoc.	-	-	-		-	-	-
Total Dues	-	1,690	1,690		1,690	-	0.00%
6610.2 Miscellaneous							
Host Meetings (AFBEA)	-	100	100		100	-	0.00%
PV Chamber Quarterly Meetings	-	60	60		60	-	0.00%
Chamber Mixer	-	400	400		400	-	0.00%
PVEDF Quarterly Meetings	-	-	-		-	-	-
Routine	-	105	105		105	-	0.00%
Total Miscellaneous	-	665	665		665	-	0.00%
<b>Total Services and Charges</b>	<b>45,850</b>	<b>14,360</b>	<b>60,210</b>	<b>-</b>	<b>13,860</b>	<b>(46,350)</b>	<b>-76.98%</b>
7740.2 Capital Outlay - Equipment							
Total Capital Outlay - Equipment	-	-	-	-	-	-	-
<b>Total Fire Prevention</b>	<b>51,909</b>	<b>544,840</b>	<b>596,749</b>	<b>-</b>	<b>542,297</b>	<b>(54,452)</b>	<b>-9.12%</b>
<b>Contingency</b>	<b>2,595</b>	<b>27,242</b>	<b>29,837</b>		<b>27,115</b>		
<b>Total Budget with Contingency</b>	<b>54,504</b>	<b>572,082</b>	<b>626,586</b>		<b>569,412</b>		

**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Operations**

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
<b>Personnel Services</b>								
6100.3	Salaries / Operations							
6100.3	<b>Total Salaries</b>	1,890,283	5,066,496	6,956,779		6,977,333	20,554	0.30%
6110.3	Recall Overtime (calls, mtgs, EOP testing, mandatory physicals)	-	45,000	45,000		45,000	-	0.00%
.250	Recall OT SWAT Response	-	9,000	9,000		9,000	-	0.00%
6111.3	<b>FLSA pay (range 30, 35 &amp; 40)</b>	43,034	384,176	427,210		521,650	94,440	22.11%
6112.3	Shift Overtime	-	-	-		-	-	-
.200	<b>Routine shift coverage (ad, sick leave, fmla)</b>	62,000	321,970	383,970		371,000	(12,970)	-3.38%
	<b>Total Shift Overtime</b>	62,000	321,970	383,970	-	371,000	(12,970)	-3.38%
6114.31	<b>Off-District Wildland Fires (shift cover &amp; wildland pay - FT &amp; Reserve)</b>	120,000	20,000	140,000	-	20,000	(120,000)	-85.71%
6115.35	Training Captain Overtime							
.300	Training Captains	-	29,200	29,200		29,200	-	0.00%
.304	Special Duty Pay	-	4,950	4,950		4,950	-	0.00%
.307	EVOC Driver Training Instructor Pay	-	2,500	2,500	-	2,500	-	0.00%
.380	Swift Water Training Officers	-	2,500	2,500		2,500	-	0.00%
	<b>Total Training Captain Overtime</b>	-	39,150	39,150	-	39,150	-	0.00%
6118.35	Training Coverage Overtime							
.326	Engine Company Training Coverage (8 hrs*2.5 Days*6 Shifts) Blis	-	12,600	12,600		12,600	-	0.00%
.330	Training Coverage	-	26,577	26,577		26,577	-	0.00%
.336	Coverage - Special Operations Training Carothers	-	3,000	3,000		3,000	-	0.00%
.337	Coverage - Paramedic Upgrade Training (3 Attending)	-	10,000	10,000		10,000	-	0.00%
.338	Coverage - TRT / Hazmat	-	12,000	12,000		12,000	-	0.00%
	<b>Total Training Coverage Overtime</b>	-	64,177	64,177	-	64,177	-	0.00%
6103.3	Special Detail Programs							
.425	CPR Program Internal/External (200 Hours) Pacheco	-	5,000	5,000		5,000	-	0.00%
.426	Telestaff Maintenance (80)	-	2,000	2,000		2,000	-	0.00%
.431	Employee Health/Immunization Program Mgr (20 Hours) Smith	-	1,400	1,400		1,400	-	0.00%
.435	CISD Program Shift Peers (30 Hours)	-	500	500		500	-	0.00%
.439	Communications / Tower Work	-	6,500	6,500		6,500	-	0.00%
.440	Haz Mat Program (25 Hours) Polacek	-	625	625		625	-	0.00%
.441	Hose Program (40 Hours) Merrill	-	500	500		500	-	0.00%
.442	<b>SCBA Program Scaife (5000 moved from fleet)</b>	-	1,850	1,850		6,850	5,000	270.27%
.447	Recruit Acad. & Spec. Proj. (Asst Instructors/Helpers)	-	8,700	8,700		8,700	-	0.00%
.449	Promotional Testing (Evaluators & Helpers) Polacek	-	8,250	8,250		8,250	-	0.00%
.452	Misc.	-	8,425	8,425		8,425	-	0.00%
	<b>Total Special Detail Programs</b>	-	43,750	43,750		48,750	5,000	11.43%
6103.35	Special Detail / Training Instructors							
.476	Special Ops Annual Eng Co. Training Instructor	-	2,600	2,600		2,600	-	0.00%
.479	CARTA Class Instructors	-	5,000	5,000		5,000	-	0.00%
.482	<b>In-house EMS Training (Niemynski)</b>	14,700	4,050	18,750		30,400	11,650	62.13%
.483	Tower Resue / Instructor	-	1,000	1,000	-	1,000	-	0.00%
.484	<b>TC - CPAT Qrly tests (600 Hours)</b>	-	15,000	15,000	-	-	(15,000)	-100.00%
	<b>Total Special Detail / Training Instructors</b>	14,700	27,650	42,350	-	39,000	(3,350)	-7.91%
6104.3	Supervisor Assignment Pay							
	Capt 90.25 shifts / Batt. (6500/24/3)	-	10,500	10,500		10,500	-	0.00%
	Eng 90.25 shifts/ Batt. (6500/24/3)	-	12,000	12,000		12,000	-	0.00%
	Battalion Chiefs 27.75 shifts/ Batt. (2000/24/3)	-	3,500	3,500		3,500	-	0.00%
	<b>Total Suprv Assignment Pay</b>	-	26,000	26,000		26,000	-	0.00%
6105.3	<b>Vacation/Sick Leave Buy-Back</b>	25,000	300,000	325,000		300,000	(25,000)	-7.69%
6101.32	Salaries / Reserves							
	Routine Calls & Drills	-	15,000	15,000		15,000	-	0.00%
	Reserve Salaries / Aux Staffing	-	10,000	10,000		10,000	-	0.00%
	Support Reserves	-	5,000	5,000	-	5,000	-	0.00%
	<b>Total Salaries / Reserves</b>	-	30,000	30,000		30,000	-	0.00%
6130.3	<b>PSPRS Retirement</b>	505,010	1,994,146	2,499,156		2,438,559	(60,597)	-2.42%
6132.3	401A (Employees participating in DROP)	-	82,293	82,293		82,293	-	0.00%
	<b>401A (Employees participating in DROP) Tier 2A</b>	-	20,245	20,245		33,748	13,503	66.70%
6140.32	Reserve Pension	-	3,000	3,000		3,000	-	0.00%
6150.3	<b>Workers Compensation Insurance</b>	93,721	294,249	387,970		397,609	9,639	2.48%
6150.32	Workers Compensation Insurance / Reserves	-	1,467	1,467		1,467	-	0.00%
6170.3	Unemployment Insurance	1,233	5,831	7,064		7,774	710	10.05%
6170.32	Unemployment Insurance/Reserves	-	827	827		827	-	0.00%
6181.3	Medicare Tax	31,248	92,037	123,285		122,685	(600)	-0.49%
	<b>PSPRS Cancer Insurance</b>	1,900	1,900	1,900		-	(1,900)	-100.00%
	<b>Dental and Vision Insurance</b>	23,703	23,703	23,703		-	(23,703)	-100.00%
	<b>Life Insurance</b>	5,834	5,834	5,834		-	(5,834)	-100.00%
6185.3	Post Employment Health Plan (1%)	20,449	69,933	90,382		90,694	312	0.35%
6190.3	<b>Health Insurance</b>	181,185	645,840	827,025		821,184	(5,841)	-0.71%
6191.3	Health Insurance Assistance	37,821	80,000	117,821		117,821	-	0.00%
<b>Total Personnel Services</b>		<b>3,057,121</b>	<b>9,667,237</b>	<b>12,724,358</b>	<b>-</b>	<b>12,608,721</b>	<b>(115,637)</b>	<b>-0.91%</b>

Central Arizona Fire and Medical  
Draft Budget FY 2017 (4-2016)  
General Fund  
Operations

**Supplies**

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6212.3 Employee Health & Wellness Supplies							
ECG Stickers, Alcohol Preps, Electrode Gel	-	157	157		157	-	0.00%
<i>Total Employee Health &amp; Wellness Supplies</i>	-	157	157		157	-	0.00%
6215.3 Medical Supplies - Disposable (tape, 4x4's, ekg electrodes, monitor paper, gloves, etc.)	17,000	60,000	77,000		77,000	-	0.00%
YRMC Drug Box Charges	2,000	7,000	9,000		7,500	(1,500)	-16.67%
<i>Total Medical Supplies</i>	19,000	67,000	86,000		84,500	(1,500)	-1.74%
6216.3 CPR Supplies & Books (Pacheco)							
CPR Supplies	-	5,000	5,000		5,000	-	0.00%
New Manikins and AED Trainer	-	-	-	-	-	-	-
New Instructor Supplies (2)	-	600	600		600	-	-
First Aid Supplies	-	2,500	2,500		2,500	-	0.00%
<i>Total CPR Supplies &amp; Books</i>	-	8,100	8,100		8,100	-	0.00%
6217.3 Medical Equipment Replacement (Niemynski)							
Routine	1,600	10,000	11,600		11,600	-	0.00%
<i>Total Medical Equipment Replacement</i>	1,600	10,000	11,600		11,600	-	0.00%
6230.3 Uniforms							
Full-time Employees (104 * 450)	20,000	32,850	52,850		46,800	(6,050)	-11.45%
Promotion/New Hire Costs	-	9,390	9,390		9,390	-	0.00%
Dress Uniforms	2,650	-	2,650		3,000	350	13.21%
BC's Uniforms (6)	-	1,350	1,350		2,700	1,350	100.00%
Assistant Chief Uniforms	-	450	450		450	-	0.00%
Replacement / Retirement Costs	-	1,239	1,239		1,239	-	0.00%
Boot Oil Supplies	-	100	100		200	100	100.00%
Repair/Damaged Uniforms	-	500	500		500	-	0.00%
Safety Glasses	-	630	630		630	-	0.00%
.540 Honor Guard / Pipes & Drums Uniforms	1,000	3,236	4,236		4,000	(236)	-5.57%
<i>Total Uniforms</i>	23,650	49,745	73,395		68,909	(4,486)	-6.11%
6230.32 Uniforms / Reserves							
Reserve Uniforms (15)	-	2,276	2,276		2,276	-	0.00%
<i>Total Uniforms / Reserves</i>	-	2,276	2,276		2,276	-	0.00%
6231.3 Protective Clothing (114 full-time)							
Full-time Employees	20,000	-	20,000		-	(20,000)	-100.00%
Turnouts (10 year rotation)	-	52,000	52,000		67,600	15,600	30.00%
Helmets (10 year rotation)	-	4,350	4,350		5,700	1,350	31.03%
Turnout boots (10 year rotation)	-	3,480	3,480		4,560	1,080	31.03%
Station boots (4 year rotation)	-	10,875	10,875		14,250	3,375	31.03%
Other (Gloves, wildland, helmet name shields...)	-	10,000	10,000		10,000	-	0.00%
Reserve Employees	-	10,000	10,000		7,500	(2,500)	-25.00%
PPE Washing Supplies/Service	-	400	400		600	200	50.00%
Reserve Recruit Firefighters (24)	-	-	-		-	-	-
Repairs	-	7,500	7,500		7,500	-	0.00%
<i>Total Protective Clothing</i>	20,000	98,605	118,605		117,710	(895)	-0.75%
6240.3 Operations Supplies / Routine							
Accreditation Supplies (Accreditation Manager)	-	500	500		500	-	0.00%
Routine Supplies	-	1,200	1,200		1,200	-	0.00%
Honor Guard Equipment	850	500	1,350		1,350	-	0.00%
<i>Total Operations Supplies/Routine</i>	850	2,200	3,050		3,050	-	0.00%
6245.3 Public Education / EMS (Niemynski)	-	2,500	2,500		2,500	-	0.00%
6289.3 Firefighting Equipment (Polacek)							
Routine replacement (salvage covers, etc.) Polacek	1,000	5,600	6,600		6,600	-	0.00%
Foam (Class A) Polacek	4,500	11,000	15,500		15,500	-	0.00%
Foam (Class B) Polacek	-	1,650	1,650		1,650	-	0.00%
Nozzle Replacement	-	1,800	1,800		1,800	-	0.00%
Ladders (Domenic)	-	2,500	2,500		2,500	-	0.00%
Routine Hose Replacement (Cole)	2,000	8,354	10,354		10,354	-	0.00%
<i>Total Firefighting Equipment</i>	7,500	30,904	38,404		38,404	-	0.00%
6290.3 Firefighting Equipment New Purchases	-	10,000	10,000		10,000	-	0.00%
6291.3 Haz-Mat Equipment Polacek		7,500	7,500		7,500	-	0.00%
<i>Total Haz-Mat Equipment</i>	-	7,500	7,500		7,500	-	0.00%
6293.3 Technical Rescue Equipment	1,500		1,500		-		
Drake - Equip/Tools	3,000	-	3,000		3,000	-	0.00%
Technical Rescue new equipment	-	6,300	6,300		7,000	700	11.11%
Technical Rescue routine replacement	-	3,200	3,200		4,000	800	25.00%
<i>Total Technical Rescue Equipment</i>	4,500	9,500	14,000		14,000	-	0.00%

**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Operations**

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6295.3	Wildland Equipment (Reyes, Abel)							
	Misc. Wildland Equip., tools, fittings	1,700	3,700	5,400	-	5,400	-	0.00%
	Misc. Wildland Hose	-	-	-		-	-	-
	<i>Total Wildland Equipment</i>	1,700	3,700	5,400		5,400	-	0.00%
6297.3	Exercise Equipment - Ops							
	Weight Equipment	1,750	5,000	6,750		6,750	-	0.00%
	<i>Total Exercise Equipment - Ops</i>	1,750	5,000	6,750		6,750	-	0.00%
<b>Total Supplies</b>		<b>80,550</b>	<b>307,187</b>	<b>387,737</b>		<b>380,856</b>	<b>(6,881)</b>	<b>-1.77%</b>
<b>Services and Charges</b>								
6405.3	Other Professional Services							
	Accreditation Annual Fee	-	1,330	1,330		1,330	-	0.00%
	Backboard Retrieval Service (Niemynski)	1,000	1,200	2,200		2,200	-	0.00%
	Oxygen Refilling Svcs./hydrotesting (Niemynski)	500	2,500	3,000		3,000	-	0.00%
	Accreditation Peer Review Site Visit	-	-	-		-	-	-
	Fingerprint fees \$24 each (incl Stn 58)	-	240	240		240	-	0.00%
	<b>TIP</b>	-	24,675	24,675		28,711	4,036	16.36%
	Opticom Repairs	3,000	-	3,000		3,000	-	0.00%
	Alarm Monitoring	800	-	800		800	-	0.00%
	<i>Total Other Professional Services</i>	5,300	29,945	35,245		39,281	4,036	11.45%
6415.3	<b>Employee Health</b>	18,100		18,100		-	(18,100)	-100.00%
	Routine Physical Exam (59 Personnel * \$190)		11,210	11,210		11,210	-	0.00%
	Audiogram (59@ \$30)		1,770	1,770		1,770	-	0.00%
	Lab Work (59* \$80)		4,720	4,720		4,720	-	0.00%
	NMR Lab (35 x \$70)		2,450	2,450		2,450	-	0.00%
	HS - CRP Lab (35 x \$47)		1,645	1,645		1,645	-	0.00%
	12 Lead EKG (50 x \$50)		2,500	2,500		2,500	-	0.00%
	Pulmonary Function Test (59* \$35)		2,065	2,065		2,065	-	0.00%
	Occult Blood Testing (35* \$10)		350	350		350	-	0.00%
	Stress Tests (9 * \$140)		1,260	1,260		1,260	-	0.00%
	Physical Exams Tier 4 Employees (2 * \$610)		1,220	1,220		1,220	-	0.00%
	2 ft entry-level physicals @ \$365.		730	730		730	-	0.00%
	HazMat Tech Exposures (Polacek)		4,750	4,750		4,750	-	0.00%
	Heavy Metals Screening (1 * \$120)		120	120		120	-	0.00%
	Max HR Testing for Tier 4 (8*\$140)		1,120	1,120		1,120	-	0.00%
	Hep. B Vaccine/Boosters/Titers (10 x \$360)		3,600	3,600		3,600	-	0.00%
	HIV/Hep-B/TB Post Exposure Lab Work		500	500		500	-	0.00%
	TB Skin Tests (16@\$60)		960	960		960	-	0.00%
	Flu Vaccines		-	-		-	-	-
	Supplies for TB/Flu Shots		75	75		75	-	0.00%
	PSA Lab (35 * \$45)		1,575	1,575		1,575	-	0.00%
	Cardiologist Referral (5 x \$550)		2,750	2,750		2,750	-	0.00%
	Health & OSHA Questionnaire Physician Review (130*10)		1,300	1,300		1,300	-	0.00%
	Other Employee Health Issues		-	-		-	-	-
	<i>Total Employee Health</i>	18,100	46,670	64,770		46,670	(18,100)	-27.95%
6425.3	Dispatch Services							
	Routine	99,398	296,564	395,962		395,962	-	-
	Capital Outlay Costs	0	14,546	14,546	-	14,546	-	-
	<i>Total Dispatch Services</i>	99,398	311,110	410,508		410,508	-	0.00%
6442.31	<b>Wildland Expenses</b>	30,000	20,000	50,000		20,000	(30,000)	-60.00%
6490.3	Outside Duplication & Printing							
	EMS Report Forms	-	-	-		-	-	-
	Business Cards	-	175	175		350	175	100.00%
	Suppression Forms	-	400	400		400	-	0.00%
	Survey Cards (+EMS Survey)	-	500	500		750	250	50.00%
	Shift Calendars	-	500	500		750	250	50.00%
	Routine Forms	-	200	200		300	100	50.00%
	<i>Total Outside Duplication &amp; Printing</i>	-	1,775	1,775		2,550	775	43.66%
6508.3	Cable TV	-	1,575	1,575		1,575	-	0.00%
6510.3	Electric							
.050	Station 50	-	12,500	12,500		12,500	-	0.00%
.051	Station 51	-	4,935	4,935		4,935	-	0.00%
.052	Station 52	-	525	525		525	-	0.00%
.053	Station 53	-	20,000	20,000		20,000	-	0.00%
.533	Station 533	-	-	-		-	-	-
.054	Station 54	-	10,000	10,000		10,000	-	0.00%
.055	Station 55	-	788	788		788	-	0.00%
.056	Station 56	-	525	525		525	-	0.00%
.057	Station 57	-	9,450	9,450		9,450	-	0.00%
.058	Station 58	-	9,000	9,000		9,000	-	0.00%
.059	Station 59	-	9,450	9,450		9,450	-	0.00%

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		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
.061	Station 61	8,000		8,000		8,000		
.062	Statio 62	8,000		8,000		8,000		
.063	Station 63	6,500		6,500		6,500		
.061B	Apparatus Building "B"	2,000		2,000		2,000		
	<i>Total Electric</i>	24,500	77,173	101,673	-	101,673	-	0.00%
6512.3	Sanitation							
	Health/Medical Waste Services		1,000	1,000		1,000	-	0.00%
.051	City of Prescott - Station 72/51		500	500		500	-	0.00%
.053	Best Pick Disposal (Muniz)		850	850		850	-	0.00%
.054	Best Pick Disposal (Muniz)		450	450		450	-	0.00%
.057	Best Pick Disposal (Muniz)		450	450		450	-	0.00%
.058	Best Pick Disposal (Muniz)		450	450		450	-	0.00%
.059	Best Pick Disposal (Muniz)		450	450		450	-	0.00%
.050	Best Pick Disposal (Muniz)		450	450		450	-	0.00%
.061	Station 61	720		720		720	-	0.00%
.062	Station 62	720		720		720	-	0.00%
.063	Station 63	720		720		720	-	0.00%
	<i>Total Sanitation Charges</i>	2,160	4,600	6,760	-	6,760	-	0.00%
6520.3	Natural Gas							
.051	Station 51		3,000	3,000		3,000	-	0.00%
.053	Station 53		2,150	2,150		2,150	-	0.00%
.050	Station 50		2,250	2,250		2,250	-	0.00%
.058	Station 58		2,250	2,250		2,250	-	0.00%
.059	Station 59		2,000	2,000		2,000	-	0.00%
.061	Station 61	2,000		2,000		2,000	-	0.00%
.062	Station 62	2,300		2,300		2,300	-	0.00%
.061B	Apparatus Building "B"	950		950		950	-	0.00%
	<i>Total Natural Gas</i>	5,250	11,650	16,900		16,900	-	0.00%
6530.3	LPG							
.052	Station 52		350	350	-	350	-	0.00%
.054	Station 54		1,250	1,250		1,250	-	0.00%
.056	Station 56		125	125	-	125	-	0.00%
.057	Station 57		500	500	-	500	-	0.00%
.063	Station 63	8,500		8,500		8,500	-	0.00%
	<i>Total LPG</i>	8,500	2,225	10,725	-	10,725	-	-
6540.3	Water/Sewer							
.051	Station 51		1,300	1,300		1,300	-	0.00%
.052	Station 52		1,890	1,890		1,890	-	0.00%
.053	Station 53		4,000	4,000		4,000	-	0.00%
.050	Station 50		1,400	1,400		1,400	-	0.00%
.058	Station 58		1,250	1,250		1,250	-	0.00%
.059	Station 59		1,250	1,250		1,250	-	0.00%
.062	Station 62	1,600		1,600		1,600	-	0.00%
	<i>Total Water</i>	1,600	11,090	12,690	-	12,690	-	0.00%
6551.3	Hydrants							
	Hydrant Maintenance	-	3,000	3,000		3,000	-	0.00%
6580.3	Outside Repair & Maintenance - Equipment							
	EMS Equip Repair-Medtronic Contract (Bushman)	2,000	18,177	20,177		20,177	-	0.00%
	Other EMS Equip Repair	-	1,000	1,000		1,000	-	0.00%
	<i>Total Outside Repair &amp; Maintenance - Equipment</i>	2,000	19,177	21,177		21,177	-	0.00%
6590.3	Training & Travel / Conferences							
	Assistant Chief Classes/Conferences (Polacek)	-	1,000	1,000		1,000	-	0.00%
	Accreditation Training	-	4,350	4,350		4,350	-	0.00%
	NIMS ICS 300/400	-	3,640	3,640		3,640	-	0.00%
	BC Training & Travel (\$1000/BC*6)	1,000	3,000	4,000		6,000	2,000	50.00%
	EMS Captain Training & Travel		1,430	1,430		1,430	-	0.00%
	National Fire Academy (9 Attendees)	-	1,755	1,755		1,755	-	0.00%
	Haz-Mat Technician training (2) (Polacek)	-	-	-		-	-	-
	Peer Fitness Training tuition(2 new)	400	2,800	3,200		3,200	-	0.00%
	Paramedic Class Per Diem (Clinicals) 3		4,800	4,800		4,800	-	0.00%
	Telestaff Training/ Continuing Education		2,500	2,500		2,500	-	0.00%
	Suppression Training & Travel (5700 from CVFD training acct)	-	6,000	6,000		11,700	5,700	95.00%
	CPR (2 new instructors Training & Materials) Pacheco	-	600	600		600	-	0.00%
	CISM Conference (2)	-	3,900	3,900		3,900	-	0.00%
	EMS training instructors	-	6,230	6,230		6,230	-	0.00%
.540	Honor Guard	500	1,000	1,500		1,500	-	0.00%
.541	Pipes & Drums	-	-	-		-	-	-
	Drake - Training	1,000		1,000		1,000	-	0.00%
	PPE Care & Inspection Class (2)	-	-	-		-	-	-
	<i>Total Training &amp; Travel / Conferences</i>	2,900	43,005	45,905		53,605	7,700	16.77%
6595.3	Awards							
	Employee Plaques	-	400	400		400	-	0.00%
	Longevity Pins (+ certificates)	-	700	700		700	-	0.00%
	Employee Award	500	4,200	4,700		4,700	-	0.00%
	Civilian Plaques	-	75	75		75	-	0.00%

**Central Arizona Fire and Medical  
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		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
	Safety Awards	-	500	500		500	-	0.00%
	<i>Total Awards</i>	500	5,875	6,375		6,375	-	0.00%
6600.3	Dues							
	Assistant Chief Polacek	-	300	300		300	-	0.00%
	NAEMS	-	50	50		50	-	0.00%
	AFCA - Mid-sized Department	-	1,000	1,000		1,000	-	0.00%
	AzAA - Arizona Ambulance Assn	-	200	200		200	-	0.00%
	IAFC - EMS	-	120	120		120	-	0.00%
	IAFC (8)	-	1,375	1,375		2,200	825	60.00%
	CISM	-	100	100		100	-	0.00%
	Safety Officer Certification	-	380	380		380	-	
	PV Chamber	-	50	50		50	-	0.00%
	<i>Total Dues</i>	-	3,575	3,575		4,400	825	23.08%
6610.3	Miscellaneous							
.490	Routine + fire ops 101	750	1,500	2,250		2,250	-	0.00%
.491	Fire Rehab	1,000	1,475	2,475		2,475	-	0.00%
.492	Taxi Service	300	250	550		550	-	0.00%
.494	Promotional Testing	2,000	-	2,000		2,000	-	0.00%
.496	Captain Promotional Testing Supplies & Expenses	-	1,200	1,200		1,200	-	0.00%
.498	Firefighter Recruitment Supplies	-	200	200		200	-	0.00%
	<i>Total Miscellaneous</i>	4,050	4,625	8,675	-	8,675	-	0.00%
								-
<b>Total Services and Charges</b>		<b>204,258</b>	<b>597,070</b>	<b>801,328</b>		<b>766,564</b>	<b>(34,764)</b>	<b>-4.34%</b>
<b>Capital Outlay</b>								
7730.3	Capital Outlay - Vehicles							
	Truck Company (1/2)		500,000	500,000		500,000	-	0.00%
	Type 1 Engine (E-51)		562,247	562,247		562,247	-	0.00%
Bond	Type 3 Engine (E-675)	413,271	-	413,271		413,271	-	0.00%
	Type 1 Engine (E-63)	562,247	-	562,247		562,247	-	0.00%
	<i>Total Cap Outlay - Vehicles</i>	975,518	1,062,247	2,037,765	-	2,037,765	-	0.00%
7731.3	Capital Outlay - Vehicles/Ops - Non-Capital							
	New Type 1 (2), Type 3, Truck company (comm, hose, etc...)		30,000	30,000		30,000	-	0.00%
7740.3	Capital Outlay - Equipment and Facilities							
	Heart Monitor - Capital Repl. Schedule	-	38,110	38,110		38,110	-	0.00%
	TNT Vehicle Extrication Tool Set	-	24,152	24,152	-	24,152	-	0.00%
	TIC	15,000	15,000	30,000	-	30,000	-	0.00%
	<i>Total Capital Outlay - Equipment</i>	15,000	77,262	92,262		92,262	-	0.00%
7745.5	Fire Act Grant							-
	Fire Act Grant Backup Generator / TIC's	-	-	-	-	-	-	-
	<i>Total Fire Act Grant</i>	-	-	-	-	-	-	-
<b>Total Capital Outlay</b>		<b>990,518</b>	<b>1,169,509</b>	<b>2,160,027</b>	<b>-</b>	<b>2,160,027</b>	<b>-</b>	<b>0.00%</b>
<b>Total Operations Budget</b>		<b>4,332,447</b>	<b>11,741,003</b>	<b>16,073,450</b>	<b>-</b>	<b>15,916,168</b>	<b>(157,282)</b>	<b>-0.98%</b>
<b>Contingency</b>		<b>167,096</b>	<b>528,575</b>	<b>695,671</b>		<b>687,807</b>		
<b>Total Budget with Contingency</b>		<b>4,499,543</b>	<b>12,269,578</b>	<b>16,769,121</b>		<b>16,603,975</b>		

**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Training Center**

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
<b>Personnel Services</b>								
6100.35	Salaries							
	Total Salaries	-	211,269	211,269		211,269	-	0.00%
6110.35	Overtime (100 hours)	-	2,828	2,828		2,828	-	0.00%
6129.35	ASRS Retirement	-	3,777	3,777		3,777	-	0.00%
6130.35	PSPRS Retirement	-	30,723	30,723		27,577	(3,146)	-10.24%
6132.35	401A (Employees participating in DROP)	-	24,328	24,328		24,328	-	0.00%
6150.35	Workers Compensation Insurance	-	10,469	10,469		10,469	-	0.00%
6170.35	Unemployment Insurance	-	224	224		224	-	0.00%
6180.35	Social Security Tax	-	2,217	2,217		2,217	-	0.00%
6181.35	Medicare Tax	-	3,104	3,104		3,104	-	0.00%
6190.35	Health Insurance	-	24,840	24,840		23,688	(1,152)	-4.64%
<b>Total Personnel Services</b>		-	<b>313,779</b>	<b>313,779</b>	-	<b>309,481</b>	<b>(4,298)</b>	<b>-1.37%</b>
<b>Supplies</b>								
6201.35	Computer Supplies & Software							
	Computer Lab Supplies	0	1,500	1,500	-	1,500	-	-
	Handheld & Lapel Mics-2nd Set for CPAT Room	0	-	-		-	-	-
	Powerpoint Projector (backup projector for CYRTA)	0	-	-		-	-	-
	TargetSafety Software	3,700	12,000	15,700		15,700		-
	Total Computer Supplies & Software	3,700	13,500	17,200	-	17,200	-	0.00%
6230.35	Uniforms	-	1,500	1,500	-	1,500	-	0.00%
	Training Officers (10)	-	600	600	-	600	-	0.00%
	Total Uniforms	-	2,100	2,100		2,100	-	0.00%
6240.35	Library Reference							
	Routine	1,000	2,750	3,750		2,750	(1,000)	-26.67%
	NFPA Standards		1,200	1,200		1,200	-	-
	Probationary Packet Materials	0	2,500	2,500		2,500	-	-
	Total Library Reference	1,000	6,450	7,450		6,450	(1,000)	-13.42%
6296.35	Training Center Equipment & Prop Supplies							
	Routine Training Supplies	1,500	32,150	33,650		32,150	(1,500)	-4.46%
	Total Training Center Equipment / Supplies	1,500	32,150	33,650		32,150	(1,500)	-4.46%
<b>Total Supplies</b>		<b>6,200</b>	<b>54,200</b>	<b>60,400</b>		<b>57,900</b>	<b>(2,500)</b>	<b>-4.14%</b>
<b>Services and Charges</b>								
6510.35	Electric	-	20,000	20,000		20,000	-	0.00%
6512.35	Sanitation	-	1,500	1,500		1,500	-	0.00%
6530.35	LPG							
	Training Center 1	-	4,500	4,500		4,500	-	0.00%
	Training Center 2	-	2,500	2,500		2,500	-	0.00%
	Total LPG	-	7,000	7,000		7,000	-	0.00%
6540.35	Water/Sewer							
	Water / Training Usage	0	3,500	3,500		3,500	-	-
	Water	0	2,750	2,750		2,750	-	-
	Total Water	-	6,250	6,250		6,250	-	0.00%
6580.35	Outside Repair CARTA	-	2,000	2,000		2,000	-	0.00%
6587.35	EMS Training							
	Monthly Run Review (12) Supplies	-	480	480		480	-	0.00%
	EMS Training	-	-	-	-	-	-	-
	Routine Supplies	1,000	714	1,714	-	1,750	36	2.10%
	Training Texts at Stations & CYRTA (ACLS, PALS, PH)	-	880	880		880	-	0.00%
	Total EMS Training	1,000	2,074	3,074		3,110	36	1.17%
6588.35	CARTA Classes							
	Leadership Training w/Outside Instructors	-	4,000	4,000		4,000	-	0.00%
	Certification Fees for State Cert's	-	1,200	1,200		1,200	-	0.00%
	Supplies	-	-	-		-	-	-
	Safety Officer Training	-	-	-		-	-	-
	Fire Simulator Train the Trainer	-	1,500	1,500		1,500	-	0.00%
	Ladder Class	-	-	-		-	-	-
	Advanced Extrication Classes (Regional Class)	-	-	-		-	-	-
	Drivers Trng EVOC Course	-	1,000	1,000		1,000	-	0.00%
	Total CARTA Classes	-	7,700	7,700		7,700	-	0.00%



**Central Arizona Fire and Medical**  
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**General Fund**  
**Training Center**

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6590.35 Training & Travel							
CARTA personnel Classes & Conferences		5,000	5,000		5,000	-	0.00%
State Fire School (3 Attendees)	-	3,000	3,000		3,000	-	0.00%
Peer Fitness	1,400	6,300	7,700		7,700	-	0.00%
Haz-Mat	-	2,500	2,500		2,500	-	0.00%
Wildland	500	9,000	9,500		9,500	-	0.00%
Special Operations - Swift Water		3,200	3,200		3,200	-	0.00%
Special Operations -TRT	1,500	2,000	3,500		3,500	-	0.00%
<i>Total Training &amp; Travel</i>	3,400	31,000	34,400		34,400	-	0.00%
6591.35.035 Books & Subscriptions / Ops							
EVT Subscription	-	75	75		75	-	0.00%
FCC Subscription	-	300	300		300	-	0.00%
ICS 300/400 Class Material	-	500	500		500	-	0.00%
Wildland Firefighter Subscription	-	30	30		30	-	0.00%
Firehouse Subscription	-	30	30		30	-	0.00%
Fire Engineering Subscription	-	30	30		30	-	0.00%
Books & Subscriptions / Training Center							
Fire Engineering	-	40	40		40	-	0.00%
EMS Responder	-	45	45		45	-	0.00%
<i>Total Books &amp; Subscriptions</i>	-	1,050	1,050		1,050	-	0.00%
6592.35 ACLS Recert / ALS CEU's (\$300*36)	-	10,800	10,800		-	(10,800)	-100.00%
6593.35 ACLS Upgrade (\$7310*3)	6,500	21,930	28,430		21,930	(6,500)	-22.86%
6594.35 EMT Refresher Course (20*\$130)	-	2,600	2,600		-	(2,600)	-100.00%
6595.35 College - Upper & Lower Division	5,000	8,500	13,500		13,500	-	0.00%
6596.35 Training & Travel / Ops / Conferences	5,700	-	5,700	-	-	(5,700)	-100.00%
6600.35 Dues							
Dues - AFTA	-	150	150		150	-	0.00%
Dues - IAWF	-	60	60		60	-	0.00%
Dues - FESHE	-	25	25		25	-	0.00%
Dues - ISFSI (10 @\$125)	-	1,250	1,250		1,250	-	0.00%
Dues - NFPA	-	150	150		150	-	0.00%
<i>Total Dues</i>	-	1,635	1,635		1,635	-	0.00%
<b>Total Services and Charges</b>	<b>21,600</b>	<b>124,039</b>	<b>145,639</b>	<b>-</b>	<b>120,075</b>	<b>(25,564)</b>	<b>-17.55%</b>
<b>Capital Outlay</b>							
7730.35 Electric Fork Lift		25,000	25,000		25,000	-	0.00%
<i>Total Cap Outlay - Training Center Phase 3</i>	-	25,000	25,000	-	25,000	-	0.00%
<b>Total Capital Outlay</b>	<b>-</b>	<b>25,000</b>	<b>25,000</b>		<b>25,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total Training Center Budget</b>	<b>27,800</b>	<b>517,018</b>	<b>544,818</b>	<b>-</b>	<b>512,456</b>	<b>(32,362)</b>	<b>-5.94%</b>
<b>Contingency</b>	<b>1,390</b>	<b>24,601</b>	<b>25,991</b>		<b>24,373</b>		
<b>Total Budget with Contingency</b>	<b>29,190</b>	<b>541,619</b>	<b>570,809</b>		<b>536,829</b>		

Central Arizona Fire and Medical  
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General Fund  
Technical Services

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
<b>Personnel Services</b>								
6100.41	Salaries							
	<i>Total Salaries</i>	-	296,549	296,549		296,549	-	0.00%
6110.41	Overtime	-	15,000	15,000		15,000	-	0.00%
6110.41.561	Overtime - YCSO	-	-	-		-	-	
6129.41	ASRS Retirement	-	35,735	35,735		35,735	-	0.00%
6150.41	State Compensation Insurance	-	15,235	15,235		15,235	-	0.00%
6170.41	Unemployment Insurance	-	299	299		299	-	0.00%
6180.41	Social Security Tax	-	19,616	19,616		19,616	-	0.00%
6181.41	Medicare Tax	-	4,617	4,617		4,617	-	0.00%
6190.41	Health Insurance	-	33,120	33,120		31,584	(1,536)	-4.64%
<b>Total Personnel Services</b>		-	420,171	420,171	-	418,635	(1,536)	-0.37%
<b>Supplies</b>								
6200.41	Office Supplies	-	500	500		500	-	0.00%
6201.41	Computer Supplies & Software							
	5 Alive Software Support	-	374	374		374	-	0.00%
	Access Control Lock System (Hardware) -maintenance	-	5,000	5,000		5,000	-	0.00%
	Adobe Acrobat License/Upgrades	-	1,500	1,500		1,500	-	0.00%
	ADSI Software Maintenance	2,500	1,000	3,500		2,000	(1,500)	-42.86%
	Antivirus License	-	250	250		250	-	0.00%
	Ruckus (formerly Aruba) Wireless License Ogden	-	3,000	3,000		3,000	-	0.00%
	ASAP Inventory Software Maintenance	-	2,400	2,400		2,400	-	0.00%
	Barracuda SPAM Updates Ogden	-	1,700	1,700		1,700	-	0.00%
	Century Link / Cisco (SmartNet Contract VoIP)	-	11,000	11,000		11,000	-	0.00%
	Cisco Routers Ogden	-	1,500	1,500		1,500	-	0.00%
	Replacement Computers - Routine (moved from capital)	10,000	10,000	20,000		20,000	-	0.00%
	CYMA Payroll Tax Forms	-	200	200		200	-	0.00%
	CYMA software maintenance	-	3,500	3,500		3,500	-	0.00%
	CYMA support	-	1,500	1,500		1,500	-	0.00%
	EPCR - Misc. Hardware Batteries / Chargers	-	2,500	2,500		2,500	-	0.00%
	EPCR - Imagetrend CAD integration annual	-	2,500	2,500		2,500	-	0.00%
	EPCR - Tablet Replacement / Server Maint.	-	12,000	12,000		12,000	-	0.00%
	Firehouse Maintenance & Upgrades	3,135	5,385	8,520		8,520	-	0.00%
	FireView Annual Software Maintenance	-	2,885	2,885		2,885	-	0.00%
	FortiGate Firewall (formerly SonicWall Base & Content) Ogden	-	3,100	3,100		3,100	-	0.00%
	MDT/Mobile Computing Software - maintenance (initial pu	-	4,000	4,000		4,000	-	0.00%
	Microsoft Licenses/upgrades	-	10,000	10,000		10,000	-	0.00%
	Mitchell Software Maintenance Contract	-	3,700	3,700		3,700	-	0.00%
	MTP Threat Denial (replaces ESET,Antivirus,AntiSpa	-	10,000	10,000		10,000	-	0.00%
	Net Motion VPN Software	-	3,000	3,000		3,000	-	0.00%
	Network Solutions SSL License Ogden	-	700	700		700	-	0.00%
	People-Trak Maintenance Software	-	-	-		-	-	-
	Printers, hardware, Server, UPS, Battery Equip	-	11,500	11,500		11,500	-	0.00%
	Pro-Series Fixed Assets	-	300	300		300	-	0.00%
	QUEST - Facility Maintenance Software Updates	-	100	100		100	-	0.00%
	Routine Computer Supplies Ogden	-	4,000	4,000		4,000	-	0.00%
	Routine Software/Supplies	-	2,500	2,500		2,500	-	0.00%
	RS2 - Software Maintenance (door locks)	-	2,800	2,800		2,800	-	0.00%
	Software Upgrades (General)	3,000	1,500	4,500		4,500	-	0.00%
	Telestaff Maintenance/ Licensing	2,500	6,300	8,800		8,800	-	0.00%
	Training Center - IT	-	6,000	6,000		6,000	-	0.00%
	Website Supplies / Charges	-	2,000	2,000		2,000	-	0.00%
	Active 911	-	1,200	1,200		1,400	200	16.67%
	Air Advantage	-	500	500		500	-	0.00%
	Written Test Bank Software Update	-	1,000	1,000		1,000	-	0.00%
	Board Paq	1,200	1,200	2,400		1,560	(840)	-35.00%
	Google Aps	1,300	-	1,300		-	(1,300)	-100.00%
	IT Pr-Active Monitoring	4,000	-	4,000		-	(4,000)	-100.00%
<i>Total Computer Supplies &amp; Software</i>		27,635	143,594	171,229		163,789	(7,440)	-4.35%
6211.41	District Mapping Program							
	Software Updates (Visio, TOPO, ArcGis, AVALabel)	-	1,500	1,500	-	1,500	-	0.00%
	ESRI Maintenance Agreement	-	3,200	3,200	-	3,200	-	0.00%
	Supplies	-	1,500	1,500	-	1,500	-	0.00%
<i>Total District Mapping Program</i>		-	6,200	6,200		6,200	-	0.00%
6240.41	Communication Supplies	-	1,000	1,000		1,000	-	0.00%
6274.41	Site / Equipment Maintenance Supplies (formerly 6270)							
	Communication Tower Sites Routine	-	10,000	10,000		10,000	-	0.00%
	Glassford site road maintenance	-	5,000	5,000		5,000	-	0.00%

**Central Arizona Fire and Medical**  
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**General Fund**  
**Technical Services**

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
	Microwave Trupoint	-	1,000	1,000		1,000	-	0.00%
	Microwave Equip	-	7,000	7,000		7,000	-	0.00%
	New Communications Building	-	1,000	1,000		1,000	-	0.00%
	<i>Total Building Maintenance Supplies - Communications</i>	-	24,000	24,000		24,000	-	0.00%
6280.41	Radio / Pager Maintenance							
	Routine	3,000	7,500	10,500		10,500	-	0.00%
	1 Mobile Radios (Non-Repairable Replacement Only)	-	-	-		-	-	-
	Radio Battery Replacement	-	4,500	4,500		4,500	-	0.00%
	Regular radio replacement	6,000	40,000	46,000		46,000	-	0.00%
	Replacement Radios/Narrowbanding issues/Station &	-	-	-		-	-	-
	Pagers (15) Replace / Repair	-	3,500	3,500		3,500	-	0.00%
	New Pagers - Reserves (10)	-	-	-		-	-	-
	Station Alerting Equipment	-	5,000	5,000		5,000	-	0.00%
	Wildland replacement radios & equipment	-	7,500	7,500		7,500	-	0.00%
	Headsets Parts / Supplies & Maintenance	-	2,000	2,000		2,000	-	0.00%
				-				
6280.41.561	YCSO	-	2,000	2,000		2,000	-	0.00%
	<i>Total Radio / Pager Maintenance</i>	9,000	72,000	81,000		81,000	-	0.00%
????	<i>Supplies for Oustside Agency Work</i>	-	10,000	10,000		10,000	-	0.00%
6288.41	Batteries		150	150		150	-	0.00%
6292.41	Communications / Technician Tools & Equipment							
	Routine Tools & Equipment	-	6,750	6,750	-	6,750	-	0.00%
	<i>Total Communications/Radio Technician Equipment</i>	-	6,750	6,750		6,750	-	0.00%
<b>Total Supplies</b>		<b>36,635</b>	<b>264,194</b>	<b>300,829</b>	<b>-</b>	<b>293,389</b>	<b>(7,440)</b>	<b>-2.47%</b>
<b>Services and Charges</b>								
6405.41	Other Professional Services							
	FCC Licensing (New Paths Microwave / VHF / UHF)	0	7,500	7,500		7,500	-	-
	<b>IT Outsourced Support - Labor</b>	1,600	75,000	76,600		75,000	(1,600)	-2.09%
	Special Projects		30,000	30,000		30,000	-	0.00%
	EPCR Support (6201)	0	3,000	3,000		3,000	-	-
	Routine	0	-	-		-	-	-
	<i>Total Other Professional Services</i>	1,600	115,500	117,100	-	115,500	(1,600)	-1.37%
6510.41	Electric							
	Communications Towers	0	10,000	10,000		10,000	-	-
	Technical Service Building	0	15,000	15,000		15,000	-	-
	<i>Total Electric</i>	-	25,000	25,000	-	25,000	-	0.00%
6530.41	LPG			-				
	Communications Building	0	6,000	6,000		6,000	-	-
	Tower - Frances	0	750	750		750	-	-
	Tower - Spruce Mountain	0	750	750		750	-	-
	<i>Total LPG</i>	-	7,500	7,500	-	7,500	-	0.00%
6590.41	Training & Travel							
	All Tech Services personnel	0	6,500	6,500		6,500	-	-
	<i>Total Training &amp; Travel</i>	-	6,500	6,500	-	6,500	-	0.00%
6630.41	Contract Services / Communications & IT							
	<b>Conectivity (CYFD)</b>	5,000	-	5,000		-	(5,000)	-100.00%
	Glassford State Land Lease / Right-of-way	0	3,500	3,500		3,500	-	-
	Mt. Francis Improvement District	0	500	500		500	-	-
	Forest Service - Mt. Francis	0	4,400	4,400		4,400	-	-
	<i>Total Contract Services / Communications &amp; IT</i>	5,000	8,400	13,400	-	8,400	(5,000)	-37.31%
<b>Total Services and Charges</b>		<b>6,600</b>	<b>162,900</b>	<b>169,500</b>	<b>-</b>	<b>162,900</b>	<b>(6,600)</b>	<b>-3.89%</b>

Central Arizona Fire and Medical  
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General Fund  
Technical Services

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
<b>Capital Outlay</b>								
7730.3	Capital Outlay - Vehicles Radio Tech vehiide			-		-	-	-
7741.41	Capital Outlay - Replacement Computers	8,500	-	8,500		-	(8,500)	-100.00%
7750.41	Capital Outlay - Communication/IT						-	-
	Comm and Network Upgrades	10,000	-	10,000		10,000	-	0.00%
	Door Lock Replacement	0	20,000	20,000		20,000	-	0.00%
	RMS	50,000	100,000	150,000		150,000	-	0.00%
<b>Total Capital Outlay</b>		<b>68,500</b>	<b>120,000</b>	<b>188,500</b>	<b>-</b>	<b>180,000</b>	<b>(8,500)</b>	<b>-4.51%</b>
<b>Total Technical Services Budget</b>		<b>111,735</b>	<b>967,265</b>	<b>1,079,000</b>	<b>-</b>	<b>1,054,924</b>	<b>(24,076)</b>	<b>-2.23%</b>
<b>Contingency</b>		<b>2,162</b>	<b>42,363</b>	<b>44,525</b>		<b>43,746</b>	<b>(779)</b>	<b>-1.75%</b>
<b>Total Budget with Contingency</b>		<b>113,897</b>	<b>1,009,628</b>	<b>1,123,525</b>		<b>1,098,670</b>	<b>(24,855)</b>	<b>-2.21%</b>

**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Facilities Maintenance**

		CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
<b>Personnel Services</b>								
6100.43	Salaries							
	<i>Total Salaries</i>	-	75,386	75,386		75,386	-	0.00%
6110.43	Overtime		3,240	3,240		3,240	-	0.00%
6129.43	ASRS Retirement		9,018	9,018		9,018	-	0.00%
6150.43	State Compensation Insurance		3,845	3,845		3,845	-	0.00%
6170.43	Unemployment Insurance		75	75		75	-	0.00%
6180.43	Social Security Tax		4,875	4,875		4,875	-	0.00%
6181.43	Medicare Tax		1,140	1,140		1,140	-	0.00%
6190.43	Health Insurance		8,280	8,280		7,896	(384)	-4.64%
<b>Total Personnel Services</b>		-	<b>105,859</b>	<b>105,859</b>	-	<b>105,475</b>	<b>(384)</b>	<b>-0.36%</b>
<b>Supplies</b>								
6230.43	Uniforms	-	450	450		450	-	0.00%
6240.43	Facilities Maintenance Supplies	-	530	530		530	-	0.00%
6270.4.3.001	Building Maintenance Supplies (Maint Acct for Stns)	-	20,000	20,000		20,000	-	0.00%
6270.4.3.002	Building Maintenance Supplies - Fire Prevention	-	2,000	2,000		2,000	-	0.00%
6270.4.3.035	Building Maintenance Supplies - Training Center	-	13,520	13,520		13,520	-	0.00%
6270.4.3.041	Building Maintenance Supplies - Technical Services	-	4,214	4,214		4,214	-	0.00%
6270.4.3.048	Building Maintenance Supplies - Fleet Maintenance	-	4,000	4,000		4,000	-	0.00%
6270.4.3.049	Building Maintenance Supplies - Warehouse	-	5,000	5,000		5,000	-	0.00%
6270.4.3.050	Building Maintenance Supplies - Station 50	-	3,600	3,600		3,600	-	0.00%
6270.4.3.051	Building Maintenance Supplies - Station 51	-	5,600	5,600		5,600	-	0.00%
6270.4.3.052	Building Maintenance Supplies - Station 52	-	2,000	2,000		2,000	-	0.00%
6270.4.3.053	Building Maintenance Supplies - Station 53	-	3,600	3,600		3,600	-	0.00%
6270.4.3.533	Building Maintenance Supplies - Station 533	-	-	-		-	-	-
6270.4.3.054	Building Maintenance Supplies - Station 54	-	3,000	3,000		3,000	-	0.00%
6270.4.3.056	Building Maintenance Supplies - Station 56	-	2,000	2,000		2,000	-	0.00%
6270.4.3.057	Building Maintenance Supplies - Station 57	-	3,500	3,500		3,500	-	0.00%
6270.4.3.058	Building Maintenance Supplies - Station 58	-	3,000	3,000		3,000	-	0.00%
6270.4.3.059	Building Maintenance Supplies - Station 59	-	3,000	3,000		3,000	-	0.00%
6270.4.3.061	Building Maintenance Supplies - Station 61	7,000	-	7,000		7,000	-	0.00%
6270.4.3.062	Building Maintenance Supplies - Station 62	5,000	-	5,000		5,000	-	0.00%
6270.4.3.063	Building Maintenance Supplies - Station 63	4,000	-	4,000		4,000	-	0.00%
6270.4.3.064	Building Maintenance Supplies - Station 64	2,000	-	2,000		2,000	-	0.00%
6270.4.3.003	Building Maintenance Supplies - 61 Administration	2,000	-	2,000		2,000	-	0.00%
<i>Total Building Maintenance - Routine</i>		20,000	78,034	98,034	-	98,034	-	0.00%
6270.4.3.100	Large Projects							
	Routine work	-	25,000	25,000		25,000	-	0.00%
	Asphalt replacement	-	30,000	30,000		30,000	-	0.00%
	Large Project - changes annually	-	35,000	35,000		35,000	-	0.00%
	Landscaping equipment	1,350		1,350		1,000	(350)	-25.93%
	Grease Trap Pump	2,230		2,230		2,500	270	12.11%
	Airmation Filters	1,000		1,000		1,000	-	0.00%
<i>Total Building Maintenance</i>		4,580	90,000	94,580		94,500	(80)	-0.08%
6271.4.3	Furniture & Fixture Replacement							
	CARTA Furniture & Fixtures		1,700	1,700		1,700	-	-
	Technical Services	0	1,750	1,750		1,750	-	-
	Routine Furniture Replacement	10,000	2,500	12,500		12,500	-	-
	Routine Fixture/Appliance Replacement	8,000	5,375	13,375		13,375	-	-
<i>Total Furniture &amp; Fixture Replacement</i>		18,000	11,325	29,325		29,325	-	0.00%
6296.43	Rentals	-	500	500	-	500	-	0.00%
6300.43	Small Tools	-	530	530		530	-	0.00%
<b>Total Supplies</b>		<b>42,580</b>	<b>181,369</b>	<b>223,949</b>	-	<b>223,869</b>	<b>(80)</b>	<b>-0.04%</b>
<b>Services and Charges</b>								
6405.43	Other Professional Services	1,600		1,600		-	(1,600)	-100.00%
	Alarm / Sprinkler Annual Maintenance	-	3,100	3,100		4,700	1,600	51.61%
	Fire and security alarm monitoring (moved from Training)		3,400	3,400		3,400	-	0.00%
	Backflow Test @ St. 59, 57, 533, 53, & Maint.	-	650	650		650	-	0.00%
<i>Total Other Professional Services</i>		1,600	7,150	8,750		8,750	-	0.00%
6535.43	Pest Control	600	3,829	4,429		3,829	(600)	-

Central Arizona Fire and Medical  
Draft Budget FY 2017 (4-2016)  
General Fund  
Facilities Maintenance

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6580.43 Outside Repair & Maintenance - Equipment							
Fire Exting Svc	400	802	1,202		1,200	(2)	-
PT Equipment Repair	350	1,000	1,350		1,500	150	-
<i>Total Outside Repair &amp; Maintenance - Equipment</i>	750	1,802	2,552		2,700	148	5.80%
<b>Total Services and Charges</b>	<b>2,950</b>	<b>12,781</b>	<b>15,731</b>	<b>-</b>	<b>15,279</b>	<b>(452)</b>	<b>-2.87%</b>
<b>Capital Outlay</b>							
<b>Total Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Facilities Maintenance Budget</b>	<b>45,530</b>	<b>300,009</b>	<b>345,539</b>	<b>-</b>	<b>344,623</b>	<b>(916)</b>	<b>-0.27%</b>
<b>Contingency</b>	<b>2,277</b>	<b>15,000</b>	<b>17,277</b>		<b>17,231</b>	<b>(46)</b>	<b>-0.27%</b>
<b>Total Budget with Contingency</b>	<b>47,807</b>	<b>315,009</b>	<b>362,816</b>		<b>361,854</b>	<b>(962)</b>	<b>-0.27%</b>

Central Arizona Fire and Medical  
Draft Budget FY 2017 (4-2016)  
General Fund  
Fleet Maintenance

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
<b>Personnel Services</b>							
6100.48 Salaries							
<i>Total Salaries</i>	-	359,709	359,709		359,709	-	0.00%
6104.48 Supervisory Assignment	-	400	400		400	-	0.00%
6129.48 ASRS Retirement	-	22,767	22,767		22,767	-	0.00%
6130.48 PSPRS Retirement	-	33,638	33,638		30,198	(3,440)	-10.23%
401A (Employees participating in DROP) new	-	7,939	7,939		7,939	-	0.00%
6150.48 Workers Compensation Insurance	44	16,138	16,182		16,138	(44)	-0.27%
Workers Compensation Insurance - Administrative		86	86		86	-	0.00%
6170.48 Unemployment Insurance	-	449	449		449	-	0.00%
6180.48 Social Security Tax	62	12,440	12,502		12,440	(62)	-0.50%
6181.48 Medicare Tax	15	5,305	5,320		5,305	(15)	-0.28%
6190.48 Health Insurance	-	49,680	49,680		47,376	(2,304)	-4.64%
<b>Total Personnel Services</b>	<b>1,121</b>	<b>514,301</b>	<b>515,422</b>		<b>508,557</b>	<b>(6,865)</b>	<b>-1.33%</b>
<b>Supplies</b>							
6220.48 Fuel / Diesel & Gas	50,000	192,000	242,000		235,000	(7,000)	-2.89%
6221.48 Oil & Lubrication Supplies	4,000	12,600	16,600		16,000	(600)	-3.61%
6230.48 Uniforms	-	2,250	2,250		2,250	-	0.00%
6242.48 Maintenance Supplies	1,000	6,400	7,400		7,400	-	0.00%
6250.48 Vehicle Maintenance							-
Routine	21,000	73,315	94,315	-	95,000	685	0.73%
Fork Lift Maintenance	-	5,000	5,000		5,000	-	0.00%
<i>Total Vehicle Maintenance</i>	21,000	78,315	99,315		100,000	685	0.69%
6251.48 Vehicle Maintenance / Special Projects	-	6,500	6,500		6,500	-	0.00%
6260.48 Firefighting Equipment Maintenance							
Routine	-	4,000	4,000		4,000	-	0.00%
Saw parts & repairs (chain saws and circular saws)	-	4,600	4,600		4,600	-	0.00%
Ground & Aerial Ladder Maintenance/Testing	1,800	4,250	6,050		6,050	-	0.00%
TIC Maintenance	-	2,500	2,500		2,500	-	0.00%
Extraction Equipment Maintenance	-	2,000	2,000		2,000	-	0.00%
<i>Total Firefighting Equipment Maintenance</i>	1,800	17,350	19,150		19,150	-	0.00%
6263.48 SCBA Supplies & Maintenance (Domenic)							
Testing Unit Calibration		1,500	1,500		2,500	1,000	66.67%
SCBA Repair Parts	2,900	6,000	8,900		8,900	-	0.00%
SCBA Compressors	0	3,500	3,500		4,500	1,000	28.57%
Hydro Testing (130 Bottles)	0	2,000	2,000		2,000	-	0.00%
Mask Fit Testing Supplies	0	1,500	1,500		1,500	-	0.00%
Masks	5,000		5,000		-	(5,000)	-100.00%
SCBA Batteries	1,500		1,500		-	(1,500)	-100.00%
Calibration gas	2,000		2,000		-	(2,000)	-100.00%
Replacement parts for TC SCBA's	0	3,000	3,000		3,000	-	0.00%
<i>Total SCBA Supplies &amp; Maintenance</i>	11,400	17,500	28,900		22,400	(6,500)	-22.49%
6265.48 Tire Replacement	4,000	30,000	34,000		40,000	6,000	-
6266.48 Tire Repair	0	1,500	1,500		1,500	-	-
6300.48 Small Tools	0	5,000	5,000		5,000	-	-
<b>Total Supplies</b>	<b>93,200</b>	<b>369,415</b>	<b>462,615</b>	<b>-</b>	<b>455,200</b>	<b>(7,415)</b>	<b>-1.60%</b>
<b>Services and Charges</b>							
6510.48 Electric	-	12,500	12,500		12,500	-	0.00%
6512.48 Sanitation	-	1,000	1,000		1,000	-	0.00%
6520.48 Natural Gas	-	3,250	3,250		3,250	-	0.00%
6540.48 Water/Sewer	-	2,000	2,000		2,000	-	0.00%
6580.48 Outside Repair / Vehicle Maintenance Equipment							
Outside Vehicle Repairs	21,306	6,000	27,306		8,000	(19,306)	-70.70%
Sefac Vehicle Lift Maintenance	-	3,500	3,500		3,500	-	0.00%
<i>Total Outside Repair / Veh Maint Equip</i>	21,306	9,500	30,806		11,500	(19,306)	-62.67%

Central Arizona Fire and Medical  
 Draft Budget FY 2017 (4-2016)  
 General Fund  
 Fleet Maintenance

	CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
6590.48 Training & Travel							
Spartan Conference (1 Attending)	-	1,800	1,800		1,800	-	0.00%
Routine	-	-	-		-	-	-
EVT testing in state	-	1,000	1,000		1,000	-	0.00%
Carquest (CTI class) / NAPA Training (Whole shop)	-	1,200	1,200		1,200	-	0.00%
<i>Total Training &amp; Travel</i>	-	4,000	4,000		4,000	-	0.00%
<b>Total Services and Charges</b>	<b>21,306</b>	<b>32,250</b>	<b>53,556</b>	<b>-</b>	<b>34,250</b>	<b>(19,306)</b>	<b>-36.05%</b>
<b>Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Fleet Maintenance Budget</b>	<b>115,627</b>	<b>915,966</b>	<b>1,031,593</b>	<b>-</b>	<b>998,007</b>	<b>(33,586)</b>	<b>-3.26%</b>
<b>Contingency</b>	<b>5,781</b>	<b>45,798</b>	<b>51,579</b>		<b>49,900</b>	<b>(1,679)</b>	<b>-3.26%</b>
<b>Total Budget with Contingency</b>	<b>121,408</b>	<b>961,764</b>	<b>1,083,172</b>		<b>1,047,907</b>	<b>(35,265)</b>	<b>-3.26%</b>



**Central Arizona Fire and Medical**  
**Draft Budget FY 2017 (4-2016)**  
**General Fund**  
**Warehouse**

**Personnel Services**

6100.49 Salaries

*Total Salaries*

CVFD FY 17	CYFD FY 17	CVFD +CYFD FY 17	Actual -	CAFMA Budget FY 17	Budget Variance \$\$	Budget Variance %
-	76,371	76,371	-	76,371	-	0.00%
6103.49.451	Special Detail (520 hrs @ \$25)	-	11,500	11,500	-	0.00%
6110.49	Overtime	-	15,000	15,000	-	0.00%
6129.49	ASRS Retirement	-	10,480	10,480	-	0.00%
6150.49	State Compensation Insurance	-	4,468	4,468	-	0.00%
6170.49	Unemployment Insurance	-	75	75	-	0.00%
6180.49	Social Security Tax	-	5,665	5,665	-	0.00%
6181.49	Medicare Tax	-	1,325	1,325	-	0.00%
6190.49	Health Insurance	-	8,280	7,896	(384)	-4.64%

**Total Personnel Services**

-	133,164	133,164	-	132,780	(384)	-0.29%
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**Supplies**

6200.49	Office Supplies (all divisions)	-	11,540	11,540	12,540	1,000	8.67%
6205.49	In-House Duplication & Printing	-	9,350	9,350	9,350	-	0.00%
6230.49	Uniforms	-	450	450	450	-	0.00%
6242.49	Supplies / Bottled Water	-	6,000	6,000	6,000	-	0.00%
6245.49	Supplies - Warehouse Purchasing Group	-	50,000	50,000	50,000	-	0.00%
6271.49	Furniture & Fixtures	-	1,500	1,500	1,500	-	0.00%
	<i>Total Furniture &amp; Fixtures</i>	-	1,500	1,500	1,500	-	0.00%
6272.49	Janitorial Supplies (all stations)	4,500	23,000	27,500	27,500	-	0.00%
	<i>Total Janitorial</i>	4,500	23,000	27,500	27,500	-	0.00%
6273.49	Station Supplies/Flags (all stations)	600	5,000	5,600	5,500	(100)	-1.79%
6288.49	Batteries (all divisions except Tech Services)	-	2,400	2,400	2,400	-	0.00%
	Saws All Batteries	-	770	770	770	-	0.00%
6300.49	Small Tools	900	-	900	900	-	0.00%
6310.49	Safety Equipment & Supplies		750	750	750	-	0.00%

**Total Supplies**

6,000	110,760	116,760	-	117,660	900	0.77%
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**Services and Charges**

6405.49	Other Professional Services	-	3,000	3,000	3,000	-	0.00%
6435.49	Shipping	-	1,750	1,750	1,750	-	0.00%
6510.49	Electric	-	5,000	5,000	5,000	-	0.00%
6530.49	LPG	-	7,500	7,500	7,500	-	0.00%
6590.49	Training & Travel	-	750	750	750	-	0.00%
6600.49	Dues (government purchasing)		50	50	50	-	

**Total Services and Charges**

-	18,050	18,050	-	18,050	-	0.00%
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**Capital Outlay**

-	-	-	-	-	-	-
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**Total Capital Outlay**

-	-	-	-	-	-	-
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**Total Warehouse Budget**

6,000	261,974	267,974	-	268,490	516	0.19%
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**Contingency**

300	13,099	13,399		13,425	26	0.19%
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**Total Budget with Contingency**

6,300	275,073	281,373		281,915	542	0.19%
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# SOFTWARE LICENSING AGREEMENT

CONTRACT No.:

MODIFICATION TO SYSTEM OPERATED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES

BETWEEN

CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY  
8555 E YAVAPAI RD  
PRESCOTT VALLEY, AZ 86314

AND

IMAGETREND, INC.  
20855 KENSINGTON BLVD.  
LAKEVILLE, MN 55044

**IMAGETREND®**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Central Arizona Fire and Medical Authority (hereinafter "CLIENT") for modification to a system operated by the Arizona Department of Health Services (hereinafter "SYSTEM ADMINISTRATOR")

## **RECITALS**

**WHEREAS**, IMAGETREND owns the software system known SOFTWARE; and

**WHEREAS**, CLIENT desires to obtain a modification of the Software mentioned above licensed to SYSTEM ADMINISTRATOR; and

**WHEREAS**, IMAGETREND is willing to modify the Software for CLIENT;

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS.**

**"Authorized personnel"** means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

**"Confidential information"** means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

**"ePCR"** means an Electronic Patient Care Report

**"Incident(s)"** means an instance where the CLIENT sends a vehicle to a potential or actual patient.

**"Licensed Information"** means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

**"Perpetual License"** means an unlimited use of software without rights for resale.

**"Reference"** means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

**"Run(s)"** means an incident where the CLIENT sends a vehicle to a potential or actual patient.

**"Software"** means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information. CLIENT's license to the modification does not give CLIENT any right to the license for the underlying system paid for by SYSTEM ADMINISTRATOR

**“Support”** means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

**“SYSTEM ADMINISTRATOR”** refers to the party who holds a license to, and operates, the IMAGETREND Software system that the CLIENT wishes to have modified under this AGREEMENT.

**“Upgraded Version”** means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers

## **SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be one year(s) from signature date subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic renewal unless terminated by either party as provided in Section 13, below.

## **SECTION 3. GRANT OF LICENSE.**

### **A. NON-EXCLUSIVE USE LICENSE.**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT. CLIENT shall not receive any right, title or interest in the SYSTEM ADMINISTRATOR's Software license or system. CLIENT is receiving a license solely to the modification or integration listed in Exhibit A – Pricing Agreement CLIENT agrees and understands that the underlying system license is under the sole control of SYSTEM ADMINISTRATOR and that SYSTEM ADMINISTRATOR may terminate that system at any time without notice or consideration for CLIENT, and that by the nature of the Software modification, CLIENT's ability to use the modification will terminate simultaneously. CLIENT shall receive no replacement value, damages, refund, or any other remuneration if SYSTEM ADMINISTRATOR chooses to terminate their license or system. Nothing in this AGREEMENT shall be construed to imply that SYSTEM ADMINISTRATOR has any right to use the Software modification or integration listed in Exhibit A beyond that which is technically necessary for the modification or integration to function

### **B. PROTECTION OF SOFTWARE AND LICENSED INFORMATION**

CLIENT agrees to respect and not to, nor permit any third-party to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

#### **SECTION 4. SOFTWARE ABSTRACT.**

- A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.
- B. The IMAGETREND Service Bridge/State Bridge/Rescue Bridge contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN) The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

#### **SECTION 5. SERVICES PROVIDED BY IMAGETREND.**

- A. **SUPPLY OF SOFTWARE AND LICENSED INFORMATION**  
IMAGETREND shall provide CLIENT software and services as listed in Exhibit A.
- B. **MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS**  
During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.
- C. **INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**
  - 1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.

2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

#### **SECTION 6. MAINTENANCE AND SUPPORT.**

- A. Application use support as detailed in Service Level Agreement Exhibit B.
- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.
- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

#### **SECTION 7. FEES.**

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
  - (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. To the extent that CLIENT pays IMAGETREND to uniquely customize the software, each CLIENT shall have the non-exclusive license to utilize such software without additional cost or expense, however to the extent that such software is then distributed and therefore becomes a product requiring ongoing support, as such it shall be subject to support fee increases. Any product enhancements offered by IMAGETREND will be offered to all CLIENTS as such and may be subject to licensure and support
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

#### **SECTION 8. PROTECTION AND CONFIDENTIALITY.**

##### **A. ACKNOWLEDGEMENT.**

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

**B. MAINTENANCE OF CONFIDENTIAL INFORMATION.**

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

**C. SURVIVAL.**

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

**SECTION 9. WARRANTIES.**

**A. PERFORMANCE.**

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

**B. OWNERSHIP.**

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

**C. LIMITATIONS ON WARRANTY.**

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software. The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

**SECTION 10. LIMITATION OF LIABILITY.**

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

**SECTION 11. INDEMNIFICATION.**

**A. INDEMNITY**

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

#### B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11 (A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

#### **SECTION 12. INSURANCE REQUIREMENTS.**

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

#### **SECTION 13. TERMINATION.**

##### A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

##### B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

##### C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.



**SECTION 14. MODIFICATION TO EXISTING SYSTEM OPERATED BY SYSTEM ADMINISTRATOR**

CLIENT shall not receive any right, title or interest in the SYSTEM ADMINISTRATOR's Software license or system. CLIENT receives a license solely to the modification or integration listed in Exhibit A – Pricing Agreement. CLIENT agrees and understands that the underlying system license is under the sole control of SYSTEM ADMINISTRATOR and that SYSTEM ADMINISTRATOR may terminate that system at any time without notice or consideration for CLIENT. Due to the nature of the Software modification, CLIENT's ability to use the modification will terminate if the underlying system operated by SYSTEM ADMINISTRATOR terminates or otherwise ceases to operate. CLIENT shall receive no replacement value, damages, refund, reactivation, replacement system or any other remuneration or replacement if SYSTEM ADMINISTRATOR chooses to terminate their license or system.

**SECTION 15. NONASSIGNABILITY.**

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

**SECTION 16. GOVERNING LAW.**

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

**SECTION 17. COMPLIANCE WITH LAWS.**

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 18. WAIVER.**

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind

**SECTION 19. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

**TO CLIENT:**

Central Arizona Fire and Medical Authority  
8555 E Yavapai Rd  
Prescott Valley, AZ 86314

ATTENTION: Doug Niemynski

**TO IMAGETREND:**

ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044  
ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 20. FORCE MAJEURE.**

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**SECTION 21. ARBITRATION.**

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

**SECTION 22. INTERPRETATION.**

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

**SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final mutually signed copy of this AGREEMENT that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

**SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

**SECTION 25. SUBJECT TO SYSTEM ADMINISTRATOR AGREEMENT****A. SYSTEM ADMINISTRATOR CONSENT IS A CONDITION PRECEDENT**

This AGREEMENT is expressly conditioned upon the SYSTEM ADMINISTRATOR's consent to modification of their licensed system. IMAGETREND does not have, nor purports to have, authority to obligate the SYSTEM ADMINISTRATOR to CLIENT in any manner. If SYSTEM ADMINISTRATOR did not consent to the modifications to the system outlined in this AGREEMENT at the Date of signature, then this AGREEMENT is void.

**B. CLIENT DUTY TO OBTAIN CONSENT TO MODIFY**

It is CLIENT's duty to obtain consent from SYSTEM ADMINISTRATOR to modify the system as outlined in this AGREEMENT. CLIENT warrants to the best of its knowledge and ability that SYSTEM ADMINISTRATOR consents to the modifications sought in this AGREEMENT. CLIENT further understands IMAGETREND may verify SYSTEM ADMINISTRATOR consent, but IMAGETREND is under no obligation to so verify the consent. IMAGETREND may rely on CLIENT's warranty of SYSTEM ADMINISTRATOR consent. IMAGETREND shall not be in breach of this AGREEMENT if SYSTEM ADMINISTRATOR does not consent, and IMAGETREND took no action to verify SYSTEM ADMINISTRATOR's consent.

**C. DATA REPRODUCTION**

IMAGETREND, under contractual obligation to SYSTEM ADMINISTRATOR, and under HIPAA/HITECH may not reproduce PHI under certain circumstances. Because this AGREEMENT is for an integration or modification to a system operated by SYSTEM ADMINISTRATOR, any request for data or data duplication which includes PHI (as defined in Exhibit C below) requires SYSTEM ADMINISTRATOR's written consent in addition to any other requirement imposed by contract or by law. It is CLIENT's duty to obtain this written consent. IMAGETREND shall not be in breach of this AGREEMENT if SYSTEM ADMINISTRATOR denies consent to produce data.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT" (Central Arizona Fire and Medical Authority)

"IMAGETREND"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael J. McBrady

Title: \_\_\_\_\_

Title: President

Dated: \_\_\_\_\_

Dated. \_\_\_\_\_

## EXHIBITS

**EXHIBIT A – Pricing Agreement**

**EXHIBIT B – Service Level Agreement**

**EXHIBIT C – HIPAA Business Associate Agreement**

**EXHIBIT D – Insurance Certificate**

**EXHIBIT E – Tax Exemption Certificate**

## EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 10 000 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs with prior notification to the CLIENT if the number of annual incidents increases substantially and has a resulting effect of increased support calls to IMAGETREND.

### Pricing Agreement

Description	Un	Price	Extended
CAD Integration: EMS (ADSI)	1	\$5,000.00	\$5,000.00
TOTAL One-Time Fees			<u>\$5,000.00</u>

Recurring Fees	Un	Price	Extended
CAD Annual Support and Hosting	1	\$1,750.00	\$1,750.00
TOTAL Recurring Fees			<u>\$1,750.00</u>

**TOTAL Year 1** **\$6,750.00**

<b>Options</b>	<b>Un</b>	<b>Price</b>	<b>Extended</b>
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\*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

**Payment Terms:**

- a. Payment Terms are net 30 days.
- b. Upon acceptance and signature of Contract, 50% of the One-Time Fees will be invoiced. The remaining 50% of One-Time Fees will be invoiced independently upon completion. The Recurring Annual Fees will begin at system go-live.
- c. The recurring Annual Fees will be billed annually in advance.
- d. Pricing is based on 10,000 annual incidents as provided by Client.
- e. Project completion occurs upon receipt of the product.
- f. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- g. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
- h. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late
- i. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.

*Note: IMAGETREND is not responsible for any CAD Vendor requirements and any associated fees*

*Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports*

**Pricing escalation factors:**

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Recurring Annual Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits which may affect future fees at an increase of \$15/10GB/month for Storage.

**Statements/Invoices should be mailed to:**

Doug Niemynski  
 Central Arizona Fire and Medical Authority  
 8555 E Yavapai Rd  
 Prescott Valley, AZ 86314  
 Phone: 928-713-7014  
 Email: [dniemynski@cavfire.org](mailto:dniemynski@cavfire.org)

**ImageTrend Salesperson Contact:**

Amy Holmes  
 952-469-1589  
[aholmes@imagnetrend.com](mailto:aholmes@imagnetrend.com)  
[contracts@imagnetrend.com](mailto:contracts@imagnetrend.com)

## EXHIBIT B – SERVICE LEVEL AGREEMENT

### PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

This agreement exists for the purpose of creating an understanding between ImageTrend and CLIENT who elect to host the application on ImageTrend's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed ImageTrend Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted

#### 1. Hosting at the ImageTrend's Datacenter

ImageTrend's hosting environment provides **99.99% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

##### **Hardware**

ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems:

- Independent Application and Database Servers
  - Microsoft SQL Server 2012
  - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

##### **Physical Facility**

The ImageTrend hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and failover locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

##### **Data Integrity**

ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:



- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

## 2. Application and Hosting Support

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available 24/7 at [www.imagetrend.com/support](http://www.imagetrend.com/support) as well as Monday through Friday from 7:30 am to 6:00 pm CST at:

Toll Free: 1-888-469-7789

Phone: 952-469-1589

### **Online Support**

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should clients wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

### **Incident Reporting Malfunctions**

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement of an error.
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High/Site Down	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted</li> </ul>	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords</li> </ul>	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> <li>- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.</li> </ul>	Same day or next business day of initial notification	Future Release

#### ***Service Requests (enhancements)***

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

#### ***Out of Scope***

Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend's standard hourly rate.

#### ***Maintenance and Upgrades***

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client's responsibility to accept all offered updates and upgrades to the system. If the Client does not accept these, Client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

#### ***Escalation***

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

## **EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT**

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") dated \_\_\_\_\_, 2016 (the "Effective Date"), is entered into by and between Central Arizona Fire and Medical Authority, an Arizona corporation (the "Covered Entity") and ImageTrend Inc. a Minnesota corporation (the "Business Associate").

**WHEREAS**, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPI"); and

**WHEREAS**, in order to protect the privacy and security of PHI, including EPI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPI; and

**WHEREAS**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPI including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that

would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such



requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the

scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information) (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer

Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

#### 10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
    - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
    - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
  - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
  - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
  - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:



Compliance Office

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Business Associate:

ImageTrend, Inc.  
Attn: Michael J. McBrady  
20855 Kensington Blvd.  
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem

appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor** Nothing in this Agreement shall be construed to create (i) a partnership joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties Business Associate is an independent contractor and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COVERED ENTITY: (Central Arizona Fire and Medical Authority)      BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Michael J. McBrady  
(Print or Type Name)

President  
(Title)

Date: \_\_\_\_\_

## **EXHIBIT D – INSURANCE CERTIFICATE**

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## **EXHIBIT E – TAX EXEMPTION CERTIFICATE**

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

## ADDENDUM TO PROFESSIONAL SERVICES CONTRACT

This Addendum, made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is added to that certain professional services contract between Central Arizona Fire and Medical Authority, a statutory entity created under the authority of the state of Arizona (hereinafter “CAFMA”) and **ImageTrend, Incorporated**, a Minnesota corporation, (hereinafter “Company”), dated \_\_\_\_\_ (the “Agreement”), adding or modifying the following provisions the same as if said provisions were contained in the body of said document. Except as otherwise provided in this Addendum, the specifications, clarifications, exceptions, warranties and other provisions as set forth in the Agreement dated \_\_\_\_\_ shall be incorporated herein by this reference.

1. The Agreement is hereby modified to include the following:

“CAFMA may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.”

2. The Agreement is hereby modified to include the following if it does not otherwise appear:

“**MISCELLANEOUS PROVISIONS:**” This Agreement shall be construed in accordance with the laws of the State of Arizona. The parties agree that any litigation arising from or in connection with any dispute between the parties under this Agreement shall be conducted within the venue and jurisdiction of the Yavapai County Superior Court or the relevant Arizona Federal District Court. The parties agree that this Agreement bears a rational relationship to the State of Arizona and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.”

3. Non-Discrimination: Company warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Company shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008 and Executive Orders 99-4 and 2000-4.
4. Legal Arizona Workers Act Compliance: Company 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”). Company 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.

CAFMA 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.

5. Non-appropriation: This Agreement shall be subject to available funding for CAFMA, and nothing in this Agreement shall bind CAFMA to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
6. Third Party Antitrust Violations: Company assigns to CAFMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Company toward fulfillment of this Agreement.
7. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

8. Construction: This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
9. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.
10. The parties stipulate and agree that to the extent this Addendum conflicts with or is inconsistent with any term of the original Agreement referenced above, this Addendum shall control. In all other respects and manner, the original Agreement entered into by and between the parties shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Central Arizona Fire and Medical Authority  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY, a statutory  
entity of the State of Arizona

By: \_\_\_\_\_  
Board Chair

ATTEST:

\_\_\_\_\_  
Board Clerk

IMAGETREND, INCORPORATED, a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **APPOINT AND SWEAR IN CAFMA PSPRS LOCAL BOARD CHAIRPERSON**

According to Arizona Revised Statutes § 38-847(A)(1), each local pension board shall be constituted as follows:

For political subdivisions or Indian tribes, the mayor or chief elected official or a designee of the mayor or chief elected official approved by the respective governing body as chairperson, two members elected by secret ballot by members employed by the appropriate employer and two citizens, one of whom shall be the head of the merit system, or the head's designee from among the other members of the merit system, if it exists for the group of members, appointed by the mayor or chief elected official and with the approval of the governing body of the city or the governing body of the employer. The appointed two citizens shall serve on both local boards in a city or Indian tribes where both fire and police department employees are members.

This item has been placed on the Board agenda so that the Fire Board Chairperson may decide to fulfill this duty or designate a Central Arizona Fire and Medical Authority Board Member to serve as PSPRS Local Board Chair.

## OATH OF OFFICE

STATE OF ARIZONA     )  
                                      ) ss.  
County of Yavapai     )

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic; and I pledge to uphold the mission and policies of the District, and will faithfully and impartially discharge the duties of the position of

### **Public Safety Personnel Retirement System (PSPRS)**

#### **Board Chairperson**

\_\_\_\_\_  
(Name of Position)

of the Central Yavapai Fire District, according to the best of my ability, so help me God (or, so I do affirm).

\_\_\_\_\_  
(Member)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_