

AGENDA

**Central Arizona Fire and Medical Authority
Central Arizona Fire and Medical Authority Board of Directors
CA Regular Meeting
Monday, November 26, 2018, 4:30 pm - 5:30 pm
Central Arizona Fire and Medical Authority
Administration, 8603 E. Eastridge Drive, Prescott Valley, Arizona**

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 **Monday, November 26, 2018 at 4:30 p.m.** The meeting will be held at **Central Arizona Fire and Medical Authority, Administration, 8603 E. Eastridge Drive, Prescott 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 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.

1. CALL TO ORDER / ROLL CALL OF BOARD MEMBERS

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Citizen Awards

B. Prescott Valley Town Council Report

C. Board Members' Reports

i. Prescott Regional Communications (PRCC)

ii. Public Records Requests

iii. Legal Fees

iv. Labor/Management

D. Update Regarding Financial Statements

E. Letters from the Public

F. Monthly Division Reports from the Fire Chief and staff in regard to current activities of the Fire Authority and the status and progress relating thereto

4. CALL TO THE PUBLIC

In accordance with A.R.S. §38-431.01(H) and as a matter of policy, the Central Arizona Fire and Medical Authority Board has decided to allow public comments as time permits. Therefore, those wishing to address the Board regarding an issue within the jurisdiction of this public body may do so in an orderly manner that includes completing a Call to the Public Form and submitting it to staff for the record. If a written statement is being read, please provide a copy to ensure it is entered into the record accurately. Individuals will be limited to speak for three (3) minutes and Call to the Public shall not exceed 30 minutes per meeting.

5. RESPONSE TO OCTOBER 22, 2018 PUBLIC COMMENTS AS DIRECTED BY BOARD

6. 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. Any item may be removed by a Board member and will be considered separately for motion, discussion and action.

A. Approve Regular Session Minutes - October 22, 2018

B. Approve Executive Session Minutes - October 22, 2018

- C. Approve Fire Protection Agreements: Hudson, West/Tucker
- D. Approve Budgeted (6231.3) Expenditure of \$62,210.76 for 22 Sets of Turnouts – Replacement of 10 Year Old Turnouts and Outfit New Firefighters Funded by SAFER
- E. Approve Arizona Crisis Team (ACT) Agreement
- 7. VOTE TO GO INTO EXECUTIVE SESSION
 - A. Legal Advice and Instruction to District Legal Counsel Pursuant to A.R.S. §38-431(A)(3) Regarding Regarding Draft Correspondence to the Attorney General's Office
- 8. OLD BUSINESS
 - A. Motion, Discussion, and Action Regarding Reimbursing Fire Chief \$600 Per His Contract
- 9. NEW BUSINESS
 - A. Motion, Discussion, and Action Regarding Draft Correspondence to the Attorney General's Office
- 10. ADJOURNMENT

Disabled persons needing reasonable accommodations should call 928-772-7711 prior to the scheduled meeting.

PUBLIC RECORDS REQUESTS

Date Received	First Name	Last Name	Company Name	Record Type	Incident/Reference #	Status	Delivery Method	Cost	Date Completed	Notes	Staff Hours	Additional Cost
9/10/18	Amy	Ledesma	Pronghorn Psychiatry	EMS	18-10013	CLOSED	NO RESPONSE FROM REQUESTER	\$0.00	10/17/18	KCB - Need paperwork showing that patient was court order to stay there and copy of death certificate per Chief Tharp. 10/17/2018: closing due to no response or needed documents from Mrs. Ledesma.		
10/31/18	Kathleen	Frost	Western Technologies	ENVIRONMENTAL RECORD	N/A	COMPLETE	NO RECORD AVAILABLE	\$0.00	11/1/18	Delivered to Rick Chase 11/1/18 MS - filed 11/5/18		
10/31/18	Kathleen	Frost	Western Technologies	ENVIRONMENTAL RECORD	N/A	COMPLETE	EMAILED	\$0.00	11/6/18	Completed Rick Chase - JDC		
11/13/18	Gary	Bender	Bender Environmental Consulting Inc.	ENVIRONMENTAL RECORD	2018.11.13-Bender					Emailed to Rick Chase 11/13/18 MS		
11/14/18	Timothy	Miller	CBRE	ENVIRONMENTAL RECORD	2018.11.14-Miller	COMPLETE	EMAILED	\$0.00	11/14/18	Business inspections - 5584 E HWY 69, PV. No incidents or permits related to hazmat or petroleum products		
11/8/18	James	Binick, P.E.	Granite Basin Engineering, Inc.	ENVIRONMENTAL RECORD	2018.8.18-Binick	COMPLETE	EMAILED	\$0.00	11/13/18	no information to send per Rick Chase. MS		
11/13/18	Fran	Natale	Metropolitan Reporting Bureau	FIRE		CLOSED	NO RECORD AVAILABLE	\$0.00	11/14/18	Unable to locate report with information given. 11/14/18 TF		
9/6/18	Robert	Berrier	N/A	INCIDENT	2018-010215	COMPLETE	EMAILED	\$0.00	9/10/18	JDC - The report is free because Robert is the owner of the fuel truck that spilled the fuel. Chief Tharp approved to have emailed.		
10/16/18	Samantha	Newland	The Claims Center	INCIDENT	N/A	COMPLETE	NO RECORD AVAILABLE	\$0.00	10/16/18	JDC-Emailed Samantha requesting more specific information. No results for information provided on the records request.		
10/11/18	Joseph	Rocco	Insurance Defense Law Group	INCIDENT	2018.10.11-Rocco	COMPLETE	NO RECORD AVAILABLE	\$0.00	10/23/18	Incident not in our jurisdiction		
11/14/18	Benjamin	Bray	Department of Homeland Security	INCIDENT	2018-011588	COMPLETE	EMAILED	\$0.00	11/14/18	Hazmat response to Superior Industries on 10/16/18.		
9/6/18	Al	Gibbons		PUBLIC RECORD	2018.09.06-Gibbons	IN PROGRESS				1. From 9/1/2013-8/31/2018 all resource orders from any organization or taxpayer funded entity whereby the Chino Valley Fire District, Central Yavapai Fire District or Central Arizona Fire & Medical Authority provided resources of any kind, outside of Yavapai County for emergency assignments; 2. from 9/1/2013-8/31/2018 all documents of any name other than "resource order" from any organization or taxpayer funded entity whereby the Chino Valley Fire District, Central Yavapai Fire District or Central Arizona Fire & Medical Authority provided resources outside of Yavapai County for emergency assignments; 3. From 9/1/2013-8/31/2018 documents that list personnel by name and equipment by fire department assigned identification number, identifying and relating this information to the documents listed in the above requested #1 and #2, whereby CHV, CEY or CEA provided resources of any kind outside of Yavapai County for emergency assignments. For clarity, the documents provided to fulfill the request in #1 and #2 are requested in #3 to have the employee names and equipment identification provided that actually fulfilled the request for resources and to have the personnel names and equipment identification associated with the specific request for resources. Providing the names and equipment identification and having that information associated with the specific request for resources will save your agency future time from fulfilling lengthy future requests of financial reimbursement documents, personnel time records, equipment logs and associated records including by not limited to FTRs and EQTRs and travel records needed for an outsider to harvest the personnel name and equipment information requested in #3. 10/03: advised requestor records would not be available until after Nov. 04, 2018 due to current billing in progress.		
9/17/18	Joy	Collura		PUBLIC RECORD	2018.09.17-Collura	CLOSED	PICKED UP	\$10.00	11/5/18	1. Complete history and all types of training records, master record, professional certifications for both structural and wildland to Todd David Abel and Robert Cougan Carothers or Cougan Carothers or Bob Cougan Carother or RC Carothers or R Cougan Carothers or any similar way to the names above; 2. Any emails tied to Yarnell Hill Fire with the email address(es) incoming or outgoing: tabel@cazfire.org or the email he had in 2013 under Central Yavapai Fire, CCarothers@cazfire.org or the email he had in 2013 under Central Yavapai Fire or ccarothers@centrallyavapalfire.org, cougan@centrallyavapalfire.org, any general emails from 6/29/2013 to 7/1/2013 with these email addresses; 3. Application for Todd David Abel and Robert Cougan Carothers or Cougan Carothers or Bob Cougan Carothers or RC Carothers or R Cougan Carothers or any similar way to the names above; 4. Job evaluation reviews on Todd David Abel and Robert Cougan Carothers or Cougan Carothers or Bob Cougan Carothers or RC Carothers or R Cougan Carothers or any similar way to the names above for the following years: 2011, 2013, 2014, 2015, 2016, 2017 and if one was already done for 2018 then this year too; 5. (Any type of record or document; any task book all, log books, red card, emergency equipment, SF 261 CTRs, 288s) that had the following name from June 28th, 2013 through June 30, 2013: (requestor inserted picture of sample red card for Smokey Bear and the definition of records as stated by LAPR); 6. During 6/28/2013 thru 7/25/2013 and all text messages, any and all incoming/outgoing phone calls tied to this number: 928-925-3719 Verizon carrier. Some entities only have a way to do phones and texts as follows: " We do not have a way to track text messages unless they were sent out to a phone from our email system. To track those items we would need the target cell number and the service (Verizon, Sprint, etc.). The number above was obtained in a few of my FOIAs and public records request tied to a Todd David Abel. (581 pages). 10/31: Advised requestor records were available for review.	5.75	
11/6/18	Angela	Sumner	N/A	PUBLIC RECORD	N/A	COMPLETE	EMAILED	\$0.00	9/18/18	Delivered to Rick Chase 11/6/18 MS - Records were sent on Sept. 18, 2018		
11/13/18	Erik	?	B&W Fire Security Systems	PUBLIC RECORD	N/A	CLOSED	CANCELLED	\$0.00	11/13/18	TF		
11/6/18	Angela	Sumner	N/A	PUBLIC RECORD	N/A	COMPLETE	EMAILED	\$0.00	9/18/18	Delivered to Rick Chase 11/6/18 MS - Records were sent on Sept. 18, 2018		

LEGAL FEES

Chino Valley Fire District

Kendhammer & Partners - General Legal Services (7/23-9/24/2018) \$227.50

Central Arizona Fire and Medical

Kendhammer & Partners - General Legal Services \$3,257.50

Central Yavapai Fire District

Kendhammer & Partner - General Legal Services (7/23-9/24/2018) \$3,795.50

Kendhammer & Partners - ACE Lawsuit (7/23-9/24/2018) \$4,087.50

Burch & Cracchiolo - ACE Lawsuit (9/2018) \$4,568.27



YAVAPAI COUNTY TREASURER

1015 Fair Street
Prescott, AZ 86305
www.yavapai.us
(928) 771-3233
Fax (928) 771-3390

Ross D. Jacobs
Treasurer

Sara L. Davis
Chief Deputy

November 14, 2018

To All Yavapai County Districts:

I apologize for the extreme delay in mailing your monthly statement(s). We have converted to a new system and have experienced some challenges in the process. We delayed generating the statements to ensure your accounts reflected all deposits, taxes and cleared warrants. Enclosed you will find a statement that has been generated from our new system.

The enclosed statement is for July 1, 2018 through October 31, 2018. You have received July and August 2018 statements generated from our old system. We are including July and August with the September and October statements so you may do a comparison. Our old system and new system round differently. As you compare the detail, you will see some differences in taxes received. School Districts will also find differences in School Equalization and Fire Districts will see the difference in FDAT amounts. The differences should be pennies.

Due to incorrect average daily balances in our new system, the July 2018 Investment Interest was not calculated correctly. Adjustments to correct July 2018 interest apportionment will be reflected on your November 2018 statements.

Now that we have accurate average daily balances in our system; we will apportion Investment Interest for August, September, and October 2018 in November 2018.

If you have any questions or concerns regarding your new statements, please report them to web.trestrans@yavapai.com.

Beginning in December 2018, we will resume sending statements at the start of each month. Once again, I would like to apologize for the delay.

Sincerely,

Ross D. Jacobs, Yavapai County Treasurer

From: Jack and Stephanie Dale
Sent: Wednesday, October 31, 2018 10:52 AM
To: Scott Freitag
Subject: Letter

Hi Chief,

Hope all is good. I just wanted to send you what I wrote for a letter to the editor of the Prescott Courier. I don't know if they will publish it or edit it but you can see what I wrote in its entirety.

I said it in the letter, but I just can't thank everyone enough for everything that was done for us. The support and love from everyone was overwhelming. Thank you.

Stephanie is doing very well; she is working full time and is back to almost 100%. She still has more doctor appointments mostly to figure out why she had clots to start with. She will have a scan next month to make sure all the clots have cleared.

The retirement party has been rescheduled to ---, hope everyone can make it.

Here is the letter:

Thanks to Quad Cities EMS

Editor:

On August 31 as my wife and I prepared for my retirement party, she collapsed with a life threatening medical emergency. I called 911 and CAFMA Engine 54 (C Shift) responded and came to our aid very quickly. Lifeline ambulance arrived shortly after. My wife's situation was dire and she required several rounds of CPR. She was transported to YRMC East campus where the care team led by Dr. Garff took over and was able to stabilize her. She was then flown to Scottsdale Osborn by Native Air where she was in ICU for 5 days, and eventually released home 13 days after this began. I cannot adequately express how grateful we are to all the agencies of the EMS chain for their outstanding work at every step. Thank you to all my brothers and sisters at CAFMA who helped so much and gave me so much support following the event. Thank you to Lifeline and Native Air for being awesome. And thanks so much to the great staff at YRMC-E for top notch care to save her life.

I would like to encourage anyone that is able to learn proper and effective CPR. The earlier it is done, the better the chance for survival, as evidenced by my wife getting to come home and even going back to work. Please learn effective CPR, you will be glad you did if someone near you has an emergency.

Jack Dale, Phoenix
Retired CAFMA Engineer

Take care,
Jack

From: Gary Norton
Sent: Tuesday, October 23, 2018 10:52 AM
To: John Feddema
Cc: Jeff Polacek; Scott Freitag; Dustin Parra
Subject: RE: Thank You

Chief Feddema,

Thank you for the attached letter. I will forward this on through our management. We appreciate being a part of your program and we are looking forward to future opportunities to support your department.

I'd also like to express my appreciation to you and all of your support personnel at this event. It is apparent that professionalism is expected by your administration as it was reflected within all the individuals that provided support to this program. The team makes all the difference for a successful program as I'm sure you well know.

Thank you again,
Gary

Gary Norton
Outside Sales Professional



From: John Feddema
Sent: Tuesday, October 23, 2018 8:21 AM
To: Gary Norton
Cc: Jeff Polacek; Scott Freitag; Dustin Parra
Subject: Thank You

Gary,

I wanted to express my appreciation for the support that you and L.N. Curtis & sons provided for vehicle extrication training. Please see the attached letter and pass along our application to L.N. Curtis & sons. Without the support, the course would not have been successful. As the evaluations clearly identified, the class went very well and the Instructors did a great job.

Respectfully,

John Feddema



Training Chief
[Central Arizona Regional Training Academy](#)
Central Arizona Fire & Medical

"There is no limit to the amount of good you can do if you don't care who gets the credit" – Ronald Reagan

Dear Firefighters,

My 1st grade class was learning about community helpers. We wrote thank you letters to various community helpers and they wanted to send them out. Thank you so much for all you do for us!

-Hannah Little
1st grade teacher

Thank
You



Name VAL

Thank you for

teaching us about

fire safety and saving
animals!



Name JAYLah

Thank You for teaching

us about fire safety

and saving the animals!

Thank

You



Name Veronica

Thank you for

teaching us about

friendship!



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Chief's Report

By Fire Chief Freitag

I hope everyone had a happy and healthy Thanksgiving surrounded by family and friends! The administrative office, under the direction of Kylee Burch, has started our annual Secret Santa among staff, and planned our annual office potluck to celebrate the Christmas season. It is wonderful to work with such an amazing group of dedicated professionals who enjoy what they do!

I'm saddened to report that the Governor's office has fired the Director of the Department of Forestry and Fire Management (DFFM) Jeff Whitney. The fire service has been concerned in recent months about open chatter from the Governor's staff about the State considering a reorganization of DFFM. The most concerning was the idea that they may move them under the State's Department of Emergency and Military Affairs (DEMA). Please do not let the name mislead you; this is the State's Emergency Management Agency. They have no background or experience related to emergency response, nor do they have any capability related to response.

Our Yavapai County Emergency Manager expressed concern at a recent Yavapai County Fire Chiefs meeting in which he confirmed that DEMA seemed to be pushing for the change. As a side note, it appeared DEMA was also vying to take the State Mutual Aid Program away from the Arizona Fire Chiefs Association. Let me be clear, DEMA and their Director have NO background in response. Their area of responsibility is recovery. The Arizona Fire Chiefs Association was given authority for coordinating Statewide Aid under a gubernatorial proclamation years ago.

For now, the Governor has appointed David Tenney, the new Director of the Residential Utility and Consumer Office, as the interim Director for DFFM. Mr. Tenney has served as an elected official in varying capacities, but appears to have no background or expertise in wildland management, mitigation or response. Additionally, as the office oversees the Fire Marshal, he has no fire related experience. We hope the Governor is considering this a temporary assignment until he finds someone with the requisite knowledge, skills and ability to protect our State. However, the chatter is that those in charge do not like the expense related to protecting Arizona's Forests and wildland urban interface. I'm not sure what anyone can do about that given our forests and lands are part of the charm and beauty that is Arizona.

While we do not like the things we've heard to this point, we will wait and see what Thanksgiving week brings as we are aware of a meeting that will take place Tuesday. Our representative lobbyists along with lobbyists for the municipalities are monitoring this situation very closely.

Director Whitney did more in his tenure to bring local fire jurisdictions and the State closer together than any of his predecessors. We appreciate his willingness to be a partner, and his efforts to make the State safer. I recognize that the Governor is conservative, and understand there can be differing opinions about how to manage things, but you have to expect that when an



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agency has been gutted over the years to the point of near extinction, it will take some dollars to get it working again. It's the cost of doing business, whether anyone likes it or not.

While we had a close relationship with Director Whitney, we recognize and respect the Governor's ability to choose his staff. We also recognize that internal strife can take a toll and require difficult changes. Our concern really relates back to the chatter regarding the plan moving forward. If the plan is to hire someone who is an expert in the field leaving DFFM intact with some internal reorganization, great. If the plan is as described above, then we have significant concerns.

I have spent much of the last few weeks addressing a fake fire protection agency trying to collect donations from our citizens. The group, run by Mr. Raymond Bagger and Mr. Joe Stanton, has run an operation like this on more than one occasion in the past. They've generally worked out of the Tucson/Pima County area, but seem to be expanding their scam. The local media pretty much shut them down in the south.

We are working closely with Yavapai County Sheriff's Office, Prescott Valley Police Department and Attorney Cornelius to try and get them shut down for good. Unfortunately, as we all know, the law is sometimes not as black and white as it should be concerning impersonating firefighters and/or fire agencies. To that end, we are having a difficult time getting the prosecuting attorney to take our case. We are reaching out to the investigations unit of the Attorney General's Office to see if they may be able to intervene. We've filed a complaint with the Arizona Corporation Commission (ACC), but have not heard anything back from them. The frustrating part is that a detective contacted the ACC, told them what was happening, and advised they should not move forward with giving them an LLC. The ACC agreed and then issued the LLC despite the warning. We are working with AFDA on legislative language for next session to better deal with these types of issues.

Mr. Bagger has served time for impersonating a peace officer after having setup a fake law enforcement agency with an LLC and 501(c)(3). It's important to point out that LLCs and 501(c)(3)s do not necessarily indicate that you are dealing with a reputable organization. From what we can tell, Mr. Bagger has or has had up to five different 501(c)(3)s.

Neither Bagger nor Stanton has firefighter credentials. Mr. Stanton just completed an entry level wildland class online, which means nothing. Our campaign on Facebook has helped in getting the word out. One of our posts has been viewed by over 80,000 people and has been shared more than 1,500 times. It also caught the attention of Channels 12, 10 and 3 out of Phoenix. We are doing everything we can to protect our citizens and will continue to push through the legal channels available to us.

Things are going well between Labor and Management. We continue to meet monthly.

Our Strategic Plan review and development will kick off Tuesday, January 29th from 0830 to 1700. Retired Tempe Fire Chief Cliff Jones will be our facilitator on the 29th. Subsequent meetings will be led by me.



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Administration

By Assistant Chief Tharp

We are still requesting information from the Yavapai County Treasurer's office regarding our monthly bank account reports. The newly installed accounting system for the County is causing significant issues for them and the ripple effect is that all government agencies in the County are left to operate without definitive information on tax collections, revenue receipts or warrants cleared. As this enters its second month without necessary financial information, we are looking to get some confirmation from the County as to balances within the general funds of the CYFD and CVFD accounts for covering expenses and payroll of CAFMA. While there are reserve funds that can be transferred to the CAFMA General Fund, all board members know that the first large tax collection occurs in October as taxes are due November 1, 2018. Well, we are awaiting the reports so that we can not only meet the statutorily required reporting of cash, income, balance and reconciliations; but to also enable the CYFD and CVFD Boards to transfer funds to CAFMA. Additionally, we are awaiting the reports so that we can finish the financial statements necessary to complete the audit. Our timeline is becoming strained, and we are reliant on our "bank" to furnish the necessary information to ensure our accounting and reporting is accurate.

We have requested an approximate date of when the system will be up and running and a possible date for release of the information, but we have received no response to date. I would understand that if the accounting system for the entire County is not functioning, there is a significant sense of urgency that is not just from our organization, but throughout the entire County. We will keep you apprised of any updates, but currently we are awaiting information regarding September and October fund statements.

We are happy to report that the field audit visit by Henry+Horne was successful. They noted that there were no material discrepancies or deficiencies in process. They were pleased with the staff and the ability to provide all the different supportive documentation for their review. We discussed the equity split for CAFMA back to the CYFD and CVFD as required by Government Accounting Standards Board (GASB), and we are looking into additional methods for assigning the equity of CAFMA. Though this was the first time that we have worked together, we were very appreciative of their efforts to look at areas outside of just finance and our accounting – even to review our cybersecurity and records retention for validity and efficiency. Henry+Horne projected that they may be able to make their annual audit presentation in December; however, with the delay of financial information from the Yavapai County Treasurer's office, we may need to push it back until January.

In closing, I would personally like to thank the Administrative, Financial and Human Resource staff for their unrelenting support and dedication to the organization for its success. In this season, it is a time to reflect on how grateful we all should be in counting our blessings and happiness in life. This outstanding staff provides this reminder to me daily, and I would be remised if I did not acknowledge their efforts.

Have a Happy Thanksgiving!



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Fire Prevention By Fire Marshal Chase

Construction

Tech reviews attended in Chino Valley:

- Auto Shop in an existing building
- Veterans' Housing Complex
- Burger King

Initial Plan Reviews attended at Yavapai County:

- None

Initial Plan Reviews attended in Prescott Valley:

- RV Storage Complex
- Mini Storage Complex
- Senior Living Facility
- Quailwood Apartments
- Bakery Distribution Warehouse

New Construction / Tenant Improvements:

- Scrub Bot Car Wash
- Boys and Girls Club addition
- Prescott Valley Police Department addition
- Jasper Housing Development

General

- Fire Inspectors Mills and Dowdy gave a safety presentation to residents in the Shadow Mountain Mobile Home Park.
- Assistant Fire Marshal Smith gave a safety presentation to residents in Victorian Estates.
- Fire Inspectors Dowdy and Mills did a great job teaching a class at CARTA on fire inspections and fire investigations to students in the Captain's Academy.
- Fire Marshal Chase gave a quarterly public safety presentation at the Dewey-Humboldt Council Meeting.
- Assistant Fire Marshal Smith attended the annual emergency preparedness day in Prescott Valley.
- Fire Marshal Chase was on the County Wide Program and talked about winter safety and fire and arson investigations.
- Engineer Mike McFadden and Firefighter Ethan Hutchison received training and have joined the Fire Pal Program.
- The Prevention Division staff has all worked hard in completing the annual school inspections.
- Assistant Fire Marshal Smith attended a meeting with folks from Department of Forestry and Fire Management (DFFM).



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- An awards ceremony was held at Station 54 to recognize off-duty Firefighter Mike Sims, Engine 54 C-Shift crew, Dispatcher Sarah O'Brien, and Joshua Stanford for saving his grandfather's life.
- Assistant Fire Marshal Smith and Fire Marshal Chase attended the Chino Valley Chamber Luncheon.
- Thank you to our Union IAFF Local 3066 for donating \$75.00 to help purchase candy for the safe trick or treat event at the Prescott Valley Event Center.

Events Requested / Attended by CAFMA

- 10/6 - Fire Safety Month – Home Depot Kids Workshop - Engine 50 C-Shift attended
10/6 - Fire Safety Prevention Shadow Mountain Mobile Home - Fire Inspectors/Investigators Dowdy and Mills attended
10/6 - Family Fest - Trinity Lutheran Church - Engine 53 C-Shift attended
10/17 - Fire Safety Shadow Mountain Mobile Home - Fire Inspectors/Investigators Dowdy and Mills gave a safety presentation and helped 15 residents replace smoke alarm batteries
10/18 - Head Start Preschool - Fire Safety Month - Engine 50 and 58 A-Shift attended
10/18 - Cub Scout Pack Meeting 7093 - Fire Safety Month – Engine 58 A-Shift attended
10/20 - Preparedness Fair - Assistant Fire Marshal Smith attended; spoke with 11 people
10/20 - Ace Hardware Fix-it-Fest - Fire Safety Month - Engine 50 A-Shift attended
10/20 - Franklin Fall Arts Festival - Engine 50 A-Shift attended
10/21 - Puente De La Comunidad Event – Battalion Chief Davis, Engine 58 B-Shift, Fire Marshal Chase, Battalion Chief Rose, Firefighter Vanatta, HR Manager Brookins, and Bill Brookins
10/31 - Safe Trick-or-Treat at Prescott Valley Event Center - Pub Ed Engine driven by Firefighter Smith, and Administrative Assistant Frawley and Engineer Runo with his daughter handed out candy
10/31 - Lifepointe Church Community Outreach Event - Engine 50 A-Shift

Fire Prevention Activities

123	Business Inspections
5	Construction Inspections / Reviews
76	Alarm / Sprinkler / Hood Testing, Inspecting and Plan Reviews
30	Pre-construction Meetings and Plan Reviews
2	Defensible Space Assessments
0	Fire Investigations



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Christmas Tree Safety

- ✧ Before placing the tree in the stand, cut 2" from the base of the trunk.
- ✧ Make sure the tree is at least three feet away from any heat source like fireplaces, radiators, candles, heat vents or lights.
- ✧ Make sure the tree is not blocking an exit.
- ✧ Add water to the tree stand daily.
- ✧ Use lights that have the label of a recognized testing laboratory. Some lights are only for indoor or outdoor use.
- ✧ Replace any string of lights with worn or broken cords or loose bulb connections.
- ✧ Read manufacturer's instructions for number of light strands to connect.
- ✧ Never use lit candles to decorate the tree.
- ✧ Always turn off Christmas tree lights before leaving home or going to bed.

Facts

- ✧ One of every three home Christmas tree fires is caused by electrical problems.
- ✧ Although Christmas tree fires are not common, when they do occur, they are more likely to be serious.
- ✧ A heat source too close to the tree causes roughly one in every four tree fires.



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Operations

By Assistant Chief Polacek

We sent seven personnel off district to California wild fires this month: two personnel went with the State Forestry and Fire Management Type 3 engine, four personnel went on our Type 3 engine, and one went as an overhead. These personnel went to south operations and are working around the Los Angeles area.

We completed the firefighter testing and offered positions to six individuals who accepted. They will be going through background checks, psychiatric evaluation, and physical fitness evaluation prior to being hired. We are still on track for starting the academy in February 2019.

Five of the positions are being filled by the SAFER Grant, and one is the vacancy left by our firefighter resigning for family issues. Our training technician was one of the firefighters hired, so we will be hiring a new CARTA training tech as well.

Recently, Chief Freitag and I met with Golder Ranch Fire District and MES, the dealer for SCOTT Air Packs, to combine our SCBA order in hopes of getting a bulk purchasing discount from the manufacturer. We compiled a list of our needs and our trade-in items including a SCBA compressor that we have in the Capital Replacement Plan to MES so that they can compile the best purchasing price for both agencies. I hope to have the quote back by the end of the month.

Several chief officers from CAFMA met with Prescott Fire Department staff to discuss future growth with the idea of planning for future Fire stations. This meeting worked well for both agencies as we discussed the plans for area growth and how it may affect call volume and response times. We discussed locations for future fire stations and staffing locations for the agencies. This was an important meeting as we see development amongst our borders and the need for fire stations. This needs to be planned out with both agencies so we can effectively serve the citizens while remaining fiscally responsible. We will continue these meetings on a more regular basis.



DIVISION REPORTS

REPORTED TO THE
CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY
BOARD OF DIRECTORS

Planning and Logistics

By Assistant Chief Bliss

Building permits have been issued for the Upper Blue Hills tank project, and we have been working with a subcontractor for tank design and delivery. Once we receive a delivery date, the contractor that will be doing site prep and tank installation will schedule the work.

Applications have been submitted for the Station 61 project. Scheduling for the work will occur after the permits are issued.

A hiring process is in progress to hire the budgeted assistant for the Warehouse and Facilities Divisions. The position will be shared by both areas until we are able to budget in the future for a separate Warehouse Assistant. With that in mind, we intend to hire an individual with the skills and experience needed for Facilities.

Technical Services has completed the installation of a new backup system that is working well. The system is monitored to ensure that expected backups are occurring on a regular schedule and additional tests will be performed periodically to ensure that data can be restored as needed.



DIVISION REPORTS

REPORTED TO THE
CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY
BOARD OF DIRECTORS

Training

By Training Chief Feddema

We continue to host the Quarterly Training in November with the Prescott Fire Department as well as other surrounding agencies. The Training Officers have been doing an excellent job ensuring quality training while maintaining a safe environment. With the new Truck 50 in operation, we felt it would be a good opportunity for all personnel to review truck company operations and utilize the new apparatus during a training event. Captain Duplessis with CAFMA and Captain Moffitt from PFD did an excellent job putting the training together. All personnel will work through the training during November and December.

The Captains' Academy went well, and it was also the first time the Fire Officer I Certificate was offered during the course. This required multiple documents to be completed and a test to be taken at the end of the course. Six of the twenty-one students met the qualifications and took the exam. We are awaiting the results; however, the feedback from the Academy was very good, and we will look to improve it for the future. We had a lot of guest speakers including Chief Freitag, HR Manager Brookins, Captain Brown, and Chief Tharp to name a few. This is a great event to help improve our future leaders.

In addition to the Company Officer Academy, we also hosted a five day Safety Officer course. This was taught by several members of CAFMA and is a prerequisite for our future Battalion Chiefs. We brought in a guest speaker from San Diego Fire to discuss violent incidents and PTSD. He did an excellent job in the presentation and in talking with the students at the conclusion of the course; there are several projects that they will be working on. As with any course, we hope that the students will leave with a greater knowledge of the subject and utilize their knowledge to improve the organization.



DIVISION REPORTS

REPORTED TO THE
CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY
BOARD OF DIRECTORS

Response Report

By GIS | Records Management Specialist Freeman

Land Area: 254 sq. miles Population: 86,865 Fire Stations: 10 Full-Staffed

Responses in District

TOTAL FIRE INCIDENTS	6
STRUCTURE FIRE	0
STRUCTURE FIRE; CONFINED	2
MOBILE HOME/PORTABLE BLDG	0
VEHICLE FIRE	1
BRUSH/GRASS/WILDLAND FIRE	0
OTHER/TRASH FIRE	3

Fire is 0.6% of call volume

TOTAL EMS	663
-----------	-----

EMS is 66.5% of call volume

OVERPRESSURE	1
HAZMAT	14
SERVICE	187
GOOD INTENT	94
FALSE ALARM/OTHER	32

Other is 32.9% of call volume

TOTAL # OF CALLS	997
------------------	-----

Residential Fire Loss	\$30,000
Commercial Fire Loss	\$0
Vehicle Fire Loss	\$3,000

Calls in Town of Chino Valley	212
Calls in Town of Prescott Valley	498
Calls in Town of Dewey-Humboldt	39
Calls in rest of District	244
Calls out of District	3

Average total # of calls per day	32.16
Average fire calls per day	0.19
Average EMS calls per day	21.32
Average all other calls per day	10.58

Aid Given to Prescott	122
Aid Received from Prescott	58
Mutual Aid Given	0
Mutual Aid Received	0

Unit Responses

	In District	Total
E50	136	144
E51	28	162
E53	173	173
E54	114	114
E57	32	34
E58	137	139
E59	96	101
E61	113	115
E62	143	151
E63	36	38
T50	9	12
B3	40	47
B6	25	27

Call Volume at PRCC

	MONTH	YTD
PFD	744	7,224
CAFMA	997	9,889
GCFD	5	106
OD	5	88
WKFD	2	37

Top 5 Call Types

612	EMS
106	Assist Invalid
62	Cancelled en Route
56	Public Service Assistance
27	Vehicle Accident w/ Injuries

Move Ups by Station

50:	57	57:	2
51:	45	61:	7
53:	21	62:	8
54:	0	63:	42
58:	2		
59:	5	TOTAL:	189

MINUTES

**Central Arizona Fire and Medical Authority
Central Arizona Fire and Medical Authority Board of Directors
CA Regular Meeting
Monday, October 22, 2018, 4:30 pm - 5:30 pm
Chino Valley Town Hall
202 N. State Route 89, Chino Valley, Arizona**

In Attendance

Darlene Packard; Dave Dobbs; Julie Pettit; Laura Mowrer; Matt Zurcher; Nicolas Cornelius; Scott A Freitag; Susanne Dixon

Not In Attendance

Dave Tharp; Jeff Wasowicz

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 **Monday, October 22, 2018 at 4:30 p.m.** The meeting will be held at the **Chino Valley Town Hall, 202 N. State Route 89, 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 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.

1. CALL TO ORDER / ROLL CALL OF BOARD MEMBERS

Director Packard called the Central Arizona Fire and Medical Authority Board meeting to order on October 22, 2018 at 4:30 p.m.

Chair Pettit and Director Dobbs attended telephonically. Chief Bliss was also in attendance.

2. PLEDGE OF ALLEGIANCE

Director Packard led the Pledge of Allegiance.

3. PRESENTATIONS

A. Citizen Awards

Fire Marshal Chase presented awards to Mikayla Baker and Ethan Hutchison for their selfless act of getting a gentleman to medical treatment and saving his life on September 8, 2018.

Chiefs Freitag and Rose presented life saving awards to Jay Ortenzo, Alisa Lester, and Bill Bailey for their selfless act of rendering aid to patients at a multi-car crash on State Route 89 north of Drake on August 30, 2018. Chief Freitag explained that the crash was outside of our Agency boundaries; however, we were able to respond under the mutual aid agreement with DPS.

B. Chino Valley Town Council Report

No comments.

C. Board Members' Reports

i. Prescott Regional Communications (PRCC)

No report.

ii. Public Records Requests

Director Zurcher had nothing else to add.

iii. Legal Fees

Director Zurcher had nothing more to add.

iv. Labor / Management

Director Dobbs had nothing else to add.

D. Letters from the Public

Chief Freitag mentioned a thank you note that was received expressing appreciation for everyone's professionalism with her niece, whose baby was born en route to the hospital.

E. Monthly Division Reports from the Fire Chief and staff in regard to current activities of the Fire Authority and the status and progress relating thereto

Chief Freitag added that there will be firefighter testing Wednesday for new hires under the SAFER grant.

Chief Bliss welcomed Facilities Manager Tom Muniz's replacement Eric Crossman. Eric has jumped right in even with minimal training due to unforeseen circumstances that didn't allow for much job shadowing with Tom.

4. CALL TO THE PUBLIC

In accordance with A.R.S. §38-431.01(H) and as a matter of policy, the Central Arizona Fire and Medical Authority Board has decided to allow public comments as time permits. Therefore, those wishing to address the Board regarding an issue within the jurisdiction of this public body may do so in an orderly manner that includes completing a Call to the Public Form and submitting it to staff for the record. If a written statement is being read, please provide a copy to ensure it is entered into the record accurately. Individuals will be limited to speak for three (3) minutes and Call to the Public shall not exceed 30 minutes per meeting.

Chris Jensen explained that an agenda item is an open meeting law complaint to the Attorney General's office that he authored on September 13. He mentioned allegations related to the public not being informed of CAFMA activities. He stated that today's agenda lacks the complaint that was filed with the Attorney General's office. He offered copies to Board members and the media. He stated that, in his opinion, leaving the document out of the agenda violates the open meeting law. He provided copies to members in the audience.

Lynne LaMaster addressed the Board regarding Sunshine Laws. She accused the Board, Attorney Cornelius, and Chief Freitag of cheating the public. She provided examples of going into executive session and then coming out and voting without any discussion or stating that the attorney has his direction. She voiced concern that public would not have known what was voted on regarding the Chief's indemnification if she had not requested documents and reported on it. She accused staff of lying and denying public record requests. She explained that she submitted a public records request of the recent open meeting law matters before the AG's office as referred to in the agenda. She stated that the response she received stated that there were no documents responsive to her request. She asked the Board how they could discuss the matter or know about it if they didn't have documents. She accused the Board of having their own private agenda that they do not want the public to know about.

Attorney Cornelius informed Mr. Jensen that the agenda item he referred to is to address previous correspondence from the AG's office regarding training, not Mr. Jensen's September letter to the AG's office.

Attorney Cornelius informed Ms. LaMaster that there was no effort to hide anything; he double checked to determine the issue related to the AG's letter had been disclosed to Ms. LaMaster. He had understood that she had already published that document. He stated the latest item is still under discussion at the AG's office.

5. 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. Any item may be removed by a Board member and will be considered separately for motion, discussion and action.

- A. Approve Regular Session Minutes - September 24, 2018
- B. General Fund Financial Statements
- C. Approve Fire Protection Agreements: Auman, Cook, Prather, Stigall
- D. Approve Amendments to Policy 720 Public Service
- E. Approve Resolution 2018-02 Fee Schedule

Director Packard asked that Item B General Fund Financial Statements be removed. Chief Freitag explained that the County had difficulty switching to a new software and were unable to produce financial documents for County agencies. He stated that there would be a special Board meeting for approval of the financials as soon as they are received.

Chair Pettit asked that Item A be removed as she was not present and cannot vote on them.

Motion to approve Consent Agenda items C, D, and E.

Move: Matt Zurcher Second: Julie Pettit Status: Passed
Yes: Dave Dobbs, Darlene Packard, Julie Pettit, Matt Zurcher

Motion to approve Item A

Move: Matt Zurcher Second: Darlene Packard Status: Passed

Yes: Dave Dobbs, Darlene Packard, Matt Zurcher

Abstain: Julie Pettit

6. VOTE TO GO INTO EXECUTIVE SESSION

- A. Legal Advice Pursuant to A.R.S. §38-431.03(A)(3) Regarding Fire Board Policy Amendments
- B. Legal Advice and Instruction to District Legal Counsel Pursuant to A.R.S. §38-431(A)(3) Regarding Recent Open Meeting Law Matters before the Arizona Attorney General's Office
- C. Legal Advice Pursuant to A.R.S. §38-431.03(A)(3) Regarding Chief's Contract Term Regarding Indemnification

Motion to go into Executive Session at 4:55 p.m.

Move: Matt Zurcher Second: Darlene Packard Status: Passed

Yes: Dave Dobbs, Darlene Packard, Julie Pettit, Matt Zurcher

7. OLD BUSINESS

Director Packard reconvened into Public Session at 5:13 p.m.

- A. Motion, Discussion, and Action Regarding Fire Board Policy Amendments

Motion to adopt the Fire Board Policy amendments and actually the full manual with the omission of the parliamentary procedure section.

Move: Matt Zurcher Second: Dave Dobbs Status: Passed

Yes: Dave Dobbs, Darlene Packard, Julie Pettit, Matt Zurcher

8. NEW BUSINESS

- A. Motion, Discussion, and Action Regarding Recent Open Meeting Law Matters before the Arizona

Attorney Cornelius advised the board that this item is in regard to complaints filed against board members by other board members which resulted in guidance from the Arizona Attorney General's office mandating open meeting law training. The open meeting law training was conducted by Prescott City Attorney Jon Paladini; all five board members attended, and the AG's office was notified of the training. This matter has been deemed closed.

- B. Motion, Discussion, and Action Regarding Chief's Contract Term Regarding Indemnification
Item will be addressed in November.

- C. Motion, Discussion, and Action Regarding Educational Video Production

Chief Freitag explained he would like to produce educational videos to explain who we are, how joint power authorities work, and how our finances work. He reached out to Yavapai College and the Town of Prescott Valley; however, they were unable to assist with the project. He stated that he would like to make five two-minute videos at a total cost of about \$10,000. There is money in the public relations and education budget; however, this specific item is not in the budget. We're trying to reach more of the 88,000 residents that we serve. He also stated that the videos can be placed on our website and used for citizen academies. Some may be animated and have documents attached for additional information. He stated that the website redesign costs \$450.

Chief Freitag asked the Board to consider pursuing making these videos. He stated he could provide additional information if the Board would like and bring the item back for consideration.

Chair Pettit confirmed if the videos were strictly for marketing and education. She asked for an outline/proposal prior to approval.

Chief Freitag stated that he has outlines in his office.

Item to be placed on November's agenda.

- D. Discussion and Direction to Staff Regarding December Board Meeting Date

Chief Freitag suggested holding the December meeting Thursday, December 20. The Board was in agreement.

9. ADJOURNMENT

Motion to adjourn at 5:23 p.m.

Move: Matt Zurcher Second: Julie Pettit Status: Passed

Yes: Darlene Packard, Dave Dobbs, Julie Pettit, Matt Zurcher

Clerk / Date

SAMPLE

Central Arizona Fire and Medical Authority

FIRE PROTECTION SERVICES AGREEMENT

This Fire Protection Agreement is made effective _____, between the Central Arizona Fire and Medical Authority, a political subdivision of the State of Arizona, hereinafter referred to as "AGENCY" and _____, hereinafter referred to as the "Applicant." The property under consideration is described as:

Street Address:

Mailing Address:

Contact Phone Number:

Yavapai County Assessor's Parcel Number:

IT IS THEREFORE MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1) Purpose. AGENCY shall provide fire protection and limited emergency medical services under the terms of this Agreement.

2) Duration and Renewal. The effective term of this Agreement shall be from _____ through **June 30, 2019**. The provisions of this Agreement shall renew automatically on July 1 of each year for consecutive one-year terms, unless either party pursues termination of the Agreement pursuant to Paragraph 11.

3) Services Provided. Fire Suppression, Emergency Rescue, and limited Emergency Medical Services (collectively "Emergency Services") will be provided under this Agreement. Unless the Incident Commander (senior AGENCY Officer present) requests additional help, AGENCY shall provide a standard response as determined by AGENCY dispatch protocols on each emergency call from the Applicant, subject to conditions below.

It is intended that the Emergency Services provided under this Agreement shall be made available to the individuals residing at the property described in the Preamble above (the "Property") or invitees of said residents (collectively, "Service Recipients") in conjunction with the above-referenced Property irrespective of whether the Property is owner-occupied or leased. While the Applicant shall be responsible for all fees assessed under this Agreement, AGENCY also reserves the right to invoice any actual Service Recipient for the services provided under this Agreement, according to the fee schedule adopted by AGENCY, as amended from time to time. Said billing shall be in addition to the service fee charged under this Agreement.

In providing services under this Agreement, AGENCY reserves the right to involve such other jurisdictions and EMS or suppression service providers as it deems necessary, consistent with its then current protocol. No assurances are made as to

whether, or to what extent, any such third party providers will respond. Applicant and Service Recipients may be responsible for any additional charges assessed by such other service providers.

Applicant herein acknowledges that AGENCY alone will determine its response to any given incident and that AGENCY alone will determine the number of units and personnel responding to such incident. Applicant further acknowledges that such response is subject to, among others and without limitation, any unforeseen circumstance, a major fire, other accidents, conflicting concurrent calls, reduction in force, road closure, poor road conditions, acts of God, or other situations in which there is a shortage of manpower or equipment. Applicant understands that the response time will likely be extended beyond that which might be regularly expected elsewhere within the jurisdictional boundaries of AGENCY by reason of the distance to and isolation of the Applicant's Property, the limited manpower available, access limitations, road conditions, and the other calls within AGENCY that may take priority, and Applicant hereby consents to the same. In addition, Applicant acknowledges and agrees that AGENCY's response and effectiveness may be limited by a lack of adequate water supply.

Applicant acknowledges and agrees that AGENCY may, in its sole discretion, give priority to other emergency calls either within AGENCY's jurisdictional boundaries or outside AGENCY boundaries, potentially causing a delay in response time. Further, Applicant acknowledges and agrees that AGENCY may, in conjunction with any call to the Property, respond with insufficient equipment or manpower on occasion, either by reason of limited manpower, equipment availability, resource allocation, or by reason of the limited information having been made available to AGENCY in conjunction with the determination of the appropriate response.

Applicant hereby acknowledges that no assurances are given or warranties made as to the response time or service level that will be offered, and agrees to hold the AGENCY harmless from and indemnify AGENCY for any and all damages which might be incurred by Applicant, Service Recipient, to Applicant's Property or to any third party's property or person, including that of any Service Recipient, by reason of extended response times, reduced equipment or manpower response, the decision to involve other service providers, failure to involve other jurisdictions or service providers, AGENCY's decision to allocate resources elsewhere either inside or outside of AGENCY's jurisdictional boundaries, the allocation of manpower or equipment, or other operational decisions which might result in delay or additional loss of life or property.

Further, Applicant acknowledges and agrees that AGENCY shall not be liable for the negligent act or omission of any third party service provider. Applicant also agrees that AGENCY is under no obligation to transport any Service Recipient. Applicant acknowledges that AGENCY does not hold a Certificate of Necessity and does NOT provide ambulance or non-emergency transport services, and that transport services are typically provided through a third party. Applicant, Service Recipient, or both, shall be solely responsible for any and all expenses associated with any transport services utilized by either.

4) Response Time. AGENCY shall make reasonable efforts to respond to Applicant's emergency calls in a manner consistent with then-current agency protocol, subject to the terms and conditions set forth in this Agreement. Applicant hereby acknowledges that response times are subject to variations due to existing weather conditions, road conditions, travel distance, traffic conditions, property identification, conflicting responses, equipment and manpower availability or allocation, and access to Applicant's Property. Applicant acknowledges that because of the substantial distance involved, the minimum response time likely to be experienced by Applicant may exceed that of other recipients within the jurisdictional boundaries of AGENCY, and that no assurances are given by the AGENCY as to what ISO rating might apply to the Applicant's Property.

5) Routing Information. Applicant agrees that it shall provide AGENCY with current routing information to Applicant's Property in a form acceptable to AGENCY Fire Chief, and will endeavor to inform all occupants of subject Property of the proper procedures to follow in case of fire.

6) Access. Applicant hereby specifically acknowledges that standard access roads sufficient to allow AGENCY fire equipment to reach the scenes of emergency calls are a significant factor in AGENCY's ability to respond to emergency calls within a reasonable and expeditious time. If access roadways are not maintained by other public service agencies, the responsibility of providing and maintaining adequate access rests solely with Applicant. Applicant hereby agrees to hold AGENCY harmless from and to fully indemnify AGENCY for any liability or damages arising from any delay which might occur by reason of limited, inadequate or poorly maintained access, inadequate address or access description, or failure of Applicant or the Property to comply with applicable fire codes, building codes, zoning codes or recommendations or requirements made by any agency or AGENCY.

Applicant hereby grants to AGENCY the right of ingress and egress and to enter upon Applicant's Property for purposes of conducting inspections to determine accessibility, and to observe any other matters which may affect AGENCY's ability to provide services under this Agreement. Nothing herein shall be construed as requiring AGENCY to make any such inspection, or to require that AGENCY report to the Property owner in regard to any accessibility issues.

7) Compensation; Calculation; Payment. As consideration for AGENCY's provision of Emergency Services under this Agreement, Applicant shall pay to AGENCY a sum (the "Service Fee") equal to the amount which would be paid if the Applicant's Property was located in and taxable by the respective fire district (either the Central Yavapai Fire District or the Chino Valley Fire District) which would otherwise contract to provide such services to Applicant at that fire district's then current tax rate, any applicable bond debt servicing rates, plus an administrative fee equal to \$50.00 as modified from time to time. The Service Fee shall be owed to AGENCY by Applicant even if there is no current county tax assessed on the Property: by reason of the fact that the property is considered to be non-taxable; because no net assessed value has

been established; or for any other reason. In that event, for the purpose of calculating the Service Fee to be paid by the Applicant, 10% of the full cash value as indicated by the county assessor's office may be used as the assessed value, or if the full cash value is not available, the value of the property shall be established by way of appraisal conducted by a duly-licensed real estate appraiser provided by and solely at the cost of Applicant.

If the property is appraised, the assessed value will be 10% of the appraisal. The then current fire district tax rate shall be applied to said property value, plus any then-applicable bond debt service rates and an administrative fee equal to \$50.00. If for some reason the current assessed value information is unavailable, then the Service Fee under this contract, as renewed, will be equal to the Service Fee charged for the immediately preceding service year, plus 10%, until such time as the current property value information becomes available, at which time the fee for the then-current year shall be recalculated and an adjustment to the Service Fee made.

Payment shall be due when this Agreement is signed; alternatively, payment arrangements may be approved in the sole discretion of AGENCY for quarterly payments with the first payment being due and payable simultaneous with the execution of this Agreement and thereafter on the first day of each subsequent quarter. Any payment not received within 30 days of the due date will be considered in default and may result in the termination of this Agreement. For the initial term of the Agreement, the parties agree that the fee shall be \$«F17», but that such fee may be prorated (based on 12 months).

In the event of termination of this Agreement due to non-payment by Applicant of the agreed Service Fee within 30 days of due date, Applicant must reapply for Emergency Services pursuant to a new Agreement. In such event, the only option for payment under such new Agreement shall be for payment of all monies due in full at the time of execution of the new Agreement; other payment arrangements will only be considered upon renewal of the Agreement after completion of the initial term of the new Agreement.

The Service Fee paid to AGENCY by Applicant pursuant to this Agreement shall be considered earned by AGENCY when paid, and shall not be conditioned upon or modified by reason of the number of responses made by AGENCY to the Applicant's property during the term of this Agreement. While Applicant shall be responsible for all Service Fees assessed under this Agreement, AGENCY also reserves the right to invoice any actual Service Recipients for the services provided under this Agreement according to the then-current fee schedule adopted by AGENCY, as amended from time to time. Said invoice shall be in addition to any Service Fee due under the terms of this Agreement.

8) Insurance. Applicant shall provide AGENCY with a current certificate of liability and hazard insurance, together with the name and address of insurance agent, name of insurance company providing coverage, and insurance policy number.

9) Waiver and Disclaimer of Liability. Applicant agrees that AGENCY shall not be liable for any consequential damages to Applicant or any Service Recipient, including but not limited to any lost income or profits suffered by Applicant or any Service Recipient. In consideration of AGENCY's agreement to provide services under the terms of this Agreement, Applicant agrees to hold AGENCY harmless and hereby releases AGENCY from and indemnifies AGENCY for any and all claims, demands, liability and causes of action that may arise as a result of AGENCY providing the services described herein. Applicant specifically agrees to hold AGENCY harmless from, in addition to the foregoing, any claims, demands, liability or causes of action which might arise out of AGENCY's inability to provide, or any delay or limits in providing services, due in whole or in part to the conditions spelled out in Sections 3, 4, 5, and 6 of this Agreement.

10) No Third-Party Beneficiaries. This Agreement will be for the benefit of the parties named herein only and shall not be construed as having been entered into for the benefit of any third party.

11) No Warranties. Nothing herein shall be construed as a warranty by AGENCY against damages, whether to real property or personal property, which may result by way of fire, injury to a person, by accident or any other emergency occurring on Applicant's Property.

12) Limitation of Damages. In the event of breach or non-performance by AGENCY, Applicant's sole remedy shall be limited to the termination of this Agreement and refund of any unearned fees for that current contract year, the parties hereto having agreed that said fees are a reasonable amount of damages. This limitation of damages shall bind, without limitation, Service Recipients, family members, legal representatives, assigns and successors in interest of the Applicant. The waiver, hold harmless and indemnification provisions of this Agreement are for the benefit of AGENCY and shall survive the termination of this Agreement.

13) Termination. Either party may terminate this Agreement by thirty (30) days' written notice of termination delivered to the other party at these addresses:

For AGENCY:

Central Arizona Fire and Medical Authority
8603 E. Eastridge Drive
Prescott Valley, AZ 86314

For Applicant:

In the event of termination of this Agreement after the Applicant has paid the required payment due for that term, AGENCY shall return funds to the Applicant prorated on a per day basis for the period after the date of termination.

In the event Applicant sells the subject property or otherwise disposes of the same, this Agreement will terminate immediately upon notification from the Applicant of same; provided, however, that the indemnification requirements imposed on Applicant under this Agreement for incidents occurring during the term of this Agreement shall survive the termination hereof. Nothing herein shall prevent AGENCY from negotiating a new emergency services Agreement with the new owner of the subject property.

14) Cancellation Due to Conflict. AGENCY may cancel this Agreement pursuant to the mandates of A.R.S. §38-511.

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

16) Fire Code Compliance. Applicant hereby specifically acknowledges that all operations and activities, as well as new construction, and remodel of structures when applicable, will be in compliance with AGENCY's adopted Fire Code.

The undersigned warrants to AGENCY that the Applicant has the power to enter into this Agreement and that all necessary acts have been taken to enter into this Agreement.

APPLICANT

By _____
Date

By _____
Date

CENTRAL ARIZONA FIRE & MEDICAL
AUTHORITY

Board Chair Date

ATTEST:

Board Clerk Date

CAFMA-Central Arizona Fire and Medical

ORDER DATE: 11/01/18
PO NUMBER: 003916
PAGE: 1

BILL TO:
Central Arizona Fire & Medical
8603 E. Eastridge Dr
Prescott Valley, AZ 86314
Attn: Accounts Payable

NOTES: TOTAL: \$31,105.38

VENDOR PHONE NUMBER: (877) 453-3911

AUTHORIZED SIGNATURE

PURCHASE ORDER

CAFMA-Central Arizona Fire and Medical

8603 E. Eastridge Dr,
Prescott Valley, AZ 86314

ORDER DATE: 11/01/18
PO NUMBER: 003917
PAGE: 1

TO:
Curtis Tools for Heroes
Dept 34921
PO Box 39000
San Francisco, CA 94139

SHIP TO:
CAFMA Warehouse Bldg G
9601 E. Valley Road
Prescott Valley, AZ 86314
Attn:

BILL TO:
Central Arizona Fire & Medical
8603 E. Eastridge Dr
Prescott Valley, AZ 86314
Attn: Accounts Payable

SHIP VIA		DELIVERY DATE	TERMS		ORDERED BY	
Delivered		11/01/18	Net 30 Days		EJT	
LINE	PRODUCT ID	DESCRIPTION	QUANTITY	U/M	PRICE	EXT. PRICE
1	413575 Account# 10623130000	Pants, Turnout Pants	11.00	EACH	\$1,150.00	\$12650.00
2	31357F Account# 10623130000	Coat, Turnout Coat	11.00	EACH	\$1,440.00	\$15840.00
3	SALESTAX Account#	Sales Tax	1.00	EACH	\$2,615.38	\$2615.38

NOTES:

VENDOR PHONE NUMBER: (877) 453-3911

TOTAL: \$31,105.38

AUTHORIZED SIGNATURE

COMMUNITY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of November 2018, by and between the CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY, hereinafter referred to collectively as “CAFMA”, and ARIZONA CRISIS TEAM, INC., hereinafter referred to as “SERVICE PROVIDER”;

WITNESSETH:

WHEREAS, the CAFMA is desirous of SERVICE PROVIDER providing a range of emotional and practical support services to victims of traumatic events and their families; and

WHEREAS, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

WHEREAS, SERVICE PROVIDER is a contractor which has the ability to provide such services; and

WHEREAS, the parties wish to enter into an agreement whereby SERVICE PROVIDER will furnish such services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES AND DUTIES

- (a) SERVICE PROVIDER shall make available to the CAFMA sufficient information to enable the CAFMA to contact the appropriate volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.
- (b) SERVICE PROVIDER or SERVICE PROVIDER's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.
- (c) SERVICE PROVIDER shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.
- (d) Upon the request of or referral by the CAFMA, or as otherwise agreed upon, SERVICE PROVIDER's personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter “clients”). Said emotional and practical support services shall include but shall not be limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services; providing information and referral services; and performing one follow-up contact to verify the client's welfare.
- (e) SERVICE PROVIDER shall comply with all applicable local, state or federal laws or regulations.
- (f) SERVICE PROVIDER shall provide a quarterly report of services rendered and indicate how the CAFMA's financial contribution was utilized by this service contract to date.

- (g) SERVICE PROVIDER shall provide an annual financial report to the CAFMA. Agencies on a fiscal year shall submit a written financial report to the CAFMA by November 1st each year.

2. COMPENSATION FOR SERVICES

CAFMA agrees to pay SERVICE PROVIDER \$28,710 annually or in quarterly payments for the services to be performed hereunder.

3. INDEPENDENT CONTRACTOR

In the performance of the obligations under the Agreement, it is understood and agreed that SERVICE PROVIDER is at all times acting and performing services as an independent contractor, and the CAFMA shall exercise no control or direction over the manner and means by which SERVICE PROVIDER performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for SERVICE PROVIDER in the performance of SERVICE PROVIDER's services and functions shall be considered employees, volunteers and agents for SERVICE PROVIDER and no person employed by or volunteering for SERVICE PROVIDER shall be entitled to any CAFMA pension, civil service, or any status or right, nor shall he or she be deemed to be a CAFMA employee as a result of this Agreement. Additionally, all persons employed by or volunteering for SERVICE PROVIDER shall not represent themselves to be affiliated with the CAFMA.

4. INDEMNIFICATION

SERVICE PROVIDER promises and agrees to defend, protect, indemnify and save harmless the CAFMA, its Board, officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of SERVICE PROVIDER or SERVICE PROVIDER's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by SERVICE PROVIDER or SERVICE PROVIDER's employees, volunteers, agents or contractors.

5. PROPRIETARY RIGHTS

- (a) SERVICE PROVIDER is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Arizona Crisis Team, Inc.," "ACT, Inc.," "ACT," and all other trademarks and service marks used in connection with the SERVICE PROVIDER's Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products therefore are known and identified (collectively, "Proprietary marks and Indicia").
- (b) SERVICE PROVIDER is the sole and exclusive owner of all materials used to operate the SERVICE PROVIDER's Program for the CAFMA. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the CAFMA agrees to immediately return all manuals and materials to SERVICE PROVIDER.

6. INSURANCE

- (a) SERVICE PROVIDER shall secure and maintain throughout the contract period,

and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than \$1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for any one occurrence and \$1,000,000 for property damage and shall be in place with a company authorized to conduct business in the State of Arizona. The CAFMA shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the CAFMA prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the CAFMA or by the CAFMA's insurance carriers.

The amount of such insurance shall not be deemed a limitation of SERVICE PROVIDER's agreement to save and hold the CAFMA harmless and if the CAFMA becomes liable for an amount in excess of the insurance, SERVICE PROVIDER will save and hold the CAFMA harmless from the whole thereof. SERVICE PROVIDER will maintain an aggregate umbrella policy of not less than Three Million Dollars (\$3,000,000.00) to follow General Liability, Commercial Auto, Workers Compensation policy forms and to act an extension of such coverages.

The CAFMA reserves the right to increase the amount of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the CAFMA Attorney and/or the CAFMA Manager consistent with the terms and conditions of this contract. SERVICE PROVIDER shall comply with said increase or other change within thirty (30) days after notice from the CAFMA.

- (b) Workers' Compensation. If necessary, SERVICE PROVIDER shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of Arizona. A certificate evidencing such coverage shall be filed with the CAFMA. Said certificate shall provide that the CAFMA will be given at least thirty (30) days written notice prior to cancellation.

7. TERMINATION

- (a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.
- (b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.
- (c) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term set forth in Section 8, SERVICE PROVIDER shall reimburse the CAFMA a pro rata amount of any compensation paid in advance.

8. TERM

This Agreement shall be for **July 1, 2018 through June 30, 2019** unless sooner terminated in accordance with Section 7. Thereafter, the Agreement shall automatically renew for consecutive one-year terms, unless notice of non-renewal or termination is given by either party to this Agreement.

9. ACCOUNTING AND AUDITING

SERVICE PROVIDER shall keep accurate and complete records of its performances hereunder in accordance with generally recognized accounting principles and practices. The CAFMA (including its auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by SERVICE PROVIDER and made available for one (1) year after completion of the performances hereunder or termination of this Agreement, whichever is later.

10. AWARDING OF COSTS

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

11. CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

12. NO THIRD-PARTY RIGHTS

No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

13. NOTICES

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

CAFMA:

Central Yavapai Fire
and Medical Authority
8603 E Eastridge Drive
Prescott Valley, AZ 86314

SERVICE PROVIDER:

Arizona Crisis Team, Inc.
35 N French Drive
Prescott, AZ 86303

14. ASSIGNMENT/AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING WAIVER

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon SERVICE PROVIDER and its successors and assignees. Except as otherwise provided

herein, SERVICE PROVIDER shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the CAFMA. Any such assignment shall, at the option of the CAFMA, immediately void this Agreement.

15. STATUTORY CONFLICT-OF-INTEREST

In accordance with ARS §38-511, this Agreement provides that it may be canceled without penalty in the event of a conflict-of-interest as described in §33-51 I by any person significantly involved in negotiating this Agreement on behalf of the CAFMA. As far as the parties are aware at the time of this Agreement, no such conflict-of-interest exists.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Agreement to be executed by their authorized officers on the day and year first above written.

CENTRAL ARIZONA FIRE AND MEDICAL
AUTHORITY, (CAFMA)

By: _____

Arizona Crisis Team, Inc.
(SERVICE PROVIDER)

By: _____