



PO Box 3625
Grand Canyon, AZ 86023
928-638-3473 - Phone
928-638-2897 - Fax

Tusayan Fire Department

AGENDA

Tusayan Fire District Board of Directors Regular Meeting

PURSUANT TO A.R.S. §38-431.02 & §38-431.03

August 13, 2020

TUSAYAN FIRE DISTRICT BUILDING

408 Highway 64, Tusayan Arizona

NOTICE: Please be advised, due to COVID-19, this Public Meeting will occur remotely per A.R.S. §38-4031.01(A), Arizona Executive Order #2020-18, and CDC recommendations on social distancing, the building is closed to the public and this meeting will be conducted electronically. Members of the public may call in to hear the live audio by dialing +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 900 9128 US (San Jose), +1 301 715 8592 US (Germantown), +1 312 626 6799 US (Chicago), or +1 646 558 8656 US (New York) **Meeting ID: 891 727 2885 Password: 6383473** or join :

<https://us02web.zoom.us/j/8917272885?pwd=ejhCcDd3VjBaNUhhMnN2bnlpMk40UT09>

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Board of Directors of the Tusayan Fire District and to the general public that the TFD Board will hold a meeting open to the public on August 13, 2020 at 10:00 a.m.. If authorized by a majority vote of the TFD Board, an executive session may be held immediately after the vote and will not be open to the public. The Board may vote to go into executive session pursuant to A.R.S. §38-431.03 for discussion or consultation for legal advice with the attorney or attorneys of the public body including those items set forth in the consent and regular agenda sections. The Board may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting.

Persons with a disability may request a reasonable accommodation by contacting the TFD at (928) 638-3473 as soon as possible.

10:00 a.m.

1. **Confirmation of quorum/Call to the Public**
 - a. ****One or two Board Members may attend by telephone**
 - b. ****Members of the public may address the board on items not on the printed agenda. The Board may not discuss, consider, or act upon any matter raised during public comment. Comments will be limited to three minutes per person.**
2. **Executive Session**
 - a. **Consideration/Discussion to obtain legal advice from counsel**
3. **Discussion/Approval of July 9, 2020 regular scheduled Board Meeting Minutes and July 9, 2020 Executive Session Meeting Minutes**
4. **Treasurers Report**
5. **Fire Chiefs Update**
6. **Old Business**
 - a. **Discussion/Update of Letter for Town of Tusayan CIP Funding**
 - b. **Discussion/Update of Station generator**
 - c. **Discussion/Update on Policy Manual**
7. **New Business**
 - a. **Consideration/Discussion regarding appointee of public body to fill vacant fireboard seat**
 - b. **Consideration/Discussion regarding Town of Tusayan/TFD Funding IGA**
 - c. **Consideration/Discussion regarding AED subscription program update**
8. **Action Item(s)**
 - a. **Consideration/Discussion and possible action to appoint vacant board seat**
 - b. **Consideration/Discussion and possible action to approve Resolution 2020-05 Amendment to Fee Schedule**
9. **Board Member Reports**
10. **Adjourn**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the General Store, at the Tusayan Fire District and at the Tusayan Town Hall all located in Tusayan, Arizona on this _____ day of August, 2020 at _____ in accordance with the statement filed by the Tusayan Fire District.

DEDICATING OUR EFFORTS TO PROVIDE FOR THE SAFETY AND WELFARE OF THE CITIZENS AND VISITORS OF TUSAYAN AND OUR COMMUNITY THROUGH THE PRESERVATION OF LIFE, PROPERTY AND THE ENVIRONMENT.



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Tusayan Fire Department

MINUTES OF REGULAR SCHEDULED PUBLIC MEETING FOR THE TUSAYAN FIRE DISTRICT BOARD OF DIRECTORS

A PUBLIC MEETING OF THE TUSAYAN FIRE DISTRICT GOVERNING BOARD WAS CONVENED ON JULY 9, 2020 AT THE TUSAYAN FIRE STATION, VIA ZOOM CONFERENCE CALL, TUSAYAN AZ 86023.

CALL TO PUBLIC/CONFIRMATION OF QUORUM

Meeting was called to order at 10:27 a.m. Present on the phone and Zoom were the following members of the Tusayan Fire District, Board Chair John Vail, Board Secretary Andrew Aldaz, Board Member Dan Contreras, and Board Member Becky Shearer. Others in attendance were Fire Chief Greg Brush, Business Administrator Kate Maragos, and members of the public: Marty Harris, Brady Harris, Veronica Cockrum, Cynthia Steelhammer, and Charlie Hendrix. A quorum was confirmed and a call to the public was made.

Approval of Previous Meetings Minutes

Andrew motioned to approve the regularly scheduled June 18, 2020 minutes, John seconded, and the motion passed unanimously. Andrew motioned to approve June 18, 2020 Executive Session Meeting Minutes, John seconded, and the motion passed unanimously.

Treasury Report

Treasurers Report was given verbally and in written form. (See form for details.) Andrew motioned to approve the Treasury Report, Dan seconded, and the motion passed unanimously.

Fire Chiefs Update

Chief's report given in verbal and written form. (See form for details.)

Old Business

- a. **Discussion/Update of Letter for Town of Tusayan CIP Funding** – Submitted letter to the town, and still waiting to hear back. Brady Harris commented that his priority would be a new fire apparatus over building loan payoff.
- b. **Discussion/Update of FS housing #26 Lincoln Log Loop** – Not a viable option at this point
- c. **Discussion/Update of Station generator** – County funds have been reallocated to COVID expenses
- d. **Discussion/Update on Policy Manual** – This is a work in progress, COVID has reprioritized time, however, COVID policies have been adopted for welcoming back volunteers.

New Business

- a. **Consideration/Discussion regarding appointee of public body to fill vacant fireboard seat** – Board directed staff to postpone until the next scheduled meeting.

Executive Session

- a. **Consideration/Discussion regarding appointee of public body to fill vacant fireboard seat.** Becky motioned to adjourn the regular session at 11:46 am. Andrew seconded the motion, and it passed unanimously.
- b. 12:05 p.m. Regular Session reconvened.

Action Items

- a. **Consideration/Discussion and possible action regarding appointee of public body to fill vacant fireboard seat** – No action taken at this time, postponed until the next schedule meeting.

Board Member Reports

- a. **John** – He expressed on behalf of the entire Board, his appreciation for the staff's efforts during the COVID crisis. He would like to an update to the AED subscription program next month.
- b. **Andrew** – He would like to see Greg Brush assist in reviewing the plans for the new park.

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Adjourn – John made a motion to adjourn at 12:15 p.m., Andrew seconded, and the motion passed unanimously.

Minutes approved by Board on Date 8-13-2020

By Rebecca R. Sheppard

"To ensure compliance with Open Meeting Law, recipients of this message should not forward it to other board members or anyone. Board members may reply to this message, but they should not send a copy of the reply to other members."



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Tusayan Fire Department

MINUTES OF EXECUTIVE SESSION FOR THE TUSAYAN FIRE DISTRICT BOARD OF DIRECTORS MEETING ON July 9, 2020

A PUBLIC MEETING OF THE TUSAYAN FIRE DISTRICT GOVERNING BOARD WAS CONVENED ON JULY 9, 2020
AT THE TUSAYAN FIRE STATION VIA ZOOM, TUSAYAN AZ 86023.

CONFIRMATION OF QUORUM/CALL TO ORDER –

Meeting was called to order at 11:46 a.m. Present at the meeting were the following members of the Tusayan Fire District, Board Chair John Vail, Board Secretary Andrew Aldaz, Board Member Dan Contreras, and Board Member Becky Shearer. Others in attendance were Fire Chief Greg Brush, Business Administrator Kate Maragos

New Business - The Board entered into discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body pursuant to A.R.S. §38-431.03A.1

Adjourn – John made a motion to adjourn out of executive session at 12:05 p.m.. Andrew seconded, and the motion passed unanimously.

Minutes approved by Board on Date 8-13-2020
By Becky R. Shearer

To ensure compliance with the Arizona Open Meeting Law, members of the Tusayan Fire District Board who have received this message may reply directly to the sender, but should not forward it or send a copy of their reply to other Board Members. Board Members may reply to an Operations member regarding this message, but they should not send a copy of the reply to other District Board members. This communication may contain confidential and/or proprietary information and may not be disclosed to anyone other than the intended addressee. Any other disclosure is strictly prohibited by law. If you are not the intended addressee, you have received this communication in error. Please notify the sender immediately and destroy the communication including all content and any attachments.

**DEDICATING OUR EFFORTS TO PROVIDE FOR THE SAFETY AND WELFARE OF THE CITIZENS AND VISITORS OF TUSAYAN AND OUR
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Tusayan Fire Department

TREASURY REPORT – July 2020

- Info current as of August 11, 2020
- Bank: \$183,777.11
- Reserve Funds Account: \$49,356.77
 - Grand total = \$233,133.88
- Accounts Payable none at this time
- Cheeks need to be signed
- FY 2021 FDAT Revenue (Actual year to date): \$929.09
- FY 2021 Projected income from tax increase 3.25% to 3.5%=\$39,896.45
 - (Both FDAT and Tax increase are already factored into budget)
- Rental Income: \$1,500.00
 - Second unit rented 7/1/20 with a 6 month lease \$750 per month
- Wagon Wheel: Suspended
- Supporter Shirt Sales: none

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Tusayan Fire District
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4310 - Other Revenue	0.00	2,500.00	-2,500.00	0.0%
TFD Supporter Shirts	0.00	2,500.00	-2,500.00	0.0%
4310 - Other Revenue - Other	0.00			
Total 4310 - Other Revenue	0.00	5,000.00	-5,000.00	0.0%
Grant Income				
At-Chin	0.00	0.00	0.00	0.0%
Community Initiative Assistance	0.00	0.00	0.00	0.0%
GOH Step Checks	0.00	0.00	0.00	0.0%
Gov. Office of Highway Safety	0.00	0.00	0.00	0.0%
Grant Income - Other	0.00	25,000.00	-25,000.00	0.0%
Total Grant Income	0.00	25,000.00	-25,000.00	0.0%
Pooled Interest	0.00	3,600.00	-3,600.00	0.0%
FDAT	929.09	90,967.37	-90,028.28	1.0%
4000 - Property Tax Revenues	13.56			
4001 - Property Tax Delinquent	9,979.53	478,723.00	-468,743.47	2.1%
4000 - Property Tax Revenues - Other				
Total 4000 - Property Tax Revenues	9,993.09	478,723.00	-468,729.91	2.1%
Total Income	10,922.18	603,280.37	-592,358.19	1.8%
Cost of Goods Sold	0.00	0.00	0.00	0.0%
50000 - Cost of Goods Sold	0.00			
Total COGS	0.00	0.00	0.00	0.0%
Gross Profit	10,922.18	603,280.37	-592,358.19	1.8%
Expense				
7100 - PROFESSIONAL SERVICES				
7110 - Carpet Cleaning	-150.00	0.00	-150.00	100.0%
7104 - Election Official/Fee	0.00	1,000.00	-1,000.00	0.0%
7106 - Auditor/Accountant	0.00	8,500.00	-8,500.00	0.0%
7102 - Medical	0.00	1,000.00	-1,000.00	0.0%
Total 7100 - PROFESSIONAL SERVICES	-150.00	10,500.00	-10,650.00	-1.4%
8000 - Town of Tusayan - IGA				
8001 - Payroll IGA	0.00	0.00	0.00	0.0%
Total 8000 - Town of Tusayan - IGA	0.00	0.00	0.00	0.0%
6650 - FIRE PROTECTION & EQUIP.				
6653 - SCBA Tanks	0.00	5,000.00	-5,000.00	0.0%
6651 - Bunkers, Helmet, Boots	0.00	29,000.00	-29,000.00	0.0%
6650 - FIRE PROTECTION & EQUIP. - Other	0.00	0.00	0.00	0.0%
Total 6650 - FIRE PROTECTION & EQUIP.	0.00	34,000.00	-34,000.00	0.0%

Tusayan Fire District
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
7850- GRANTS EXPENSE				
7851- Grants Expense	0.00	0.00	0.00	0.0%
7852 - Gila River Grant	0.00	25,000.00	-25,000.00	0.0%
7853 - Gov. Office of Highway Safety	0.00	0.00	0.00	0.0%
7854 - Ak-Chin Grant	0.00	0.00	0.00	0.0%
7855 - Volunteer Fire Fighter Assist	0.00	0.00	0.00	0.0%
7856 - Grant Income Community Inflat	0.00	0.00	0.00	0.0%
Total 7851- Grants Expense	0.00	25,000.00	-25,000.00	0.0%
7860- GRANTS EXPENSE - Other	0.00	0.00	0.00	0.0%
Total 7850- GRANTS EXPENSE	0.00	25,000.00	-25,000.00	0.0%
7700- REPAIRS & MAINTENANCE				
7701- Office & Station Equip.	0.00	0.00	0.00	0.0%
7702- Communications/Telephone	0.00	0.00	0.00	0.0%
7700- REPAIRS & MAINTENANCE - Other	0.00	10,000.00	-10,000.00	0.0%
7706- SCBA/Compressor	0.00	0.00	0.00	0.0%
7710- Extinction Equipment	0.00	0.00	0.00	0.0%
7711- Station Equipment	0.00	0.00	0.00	0.0%
7714 - Employee Housing	0.00	0.00	0.00	0.0%
7704- Buildings	34.87	0.00	34.87	100.0%
Total 7700- REPAIRS & MAINTENANCE	34.87	10,000.00	-9,965.13	0.3%
6600- SMALL TOOLS & EQUIPMENT				
6601- Maint. Tools	0.00	0.00	0.00	0.0%
6602- Fire Protection Equipment	0.00	0.00	0.00	0.0%
6604- Batteries - Vehicles	0.00	0.00	0.00	0.0%
6606-Computer Equipment	0.00	0.00	0.00	0.0%
6607 - EMS Small Tools	0.00	0.00	0.00	0.0%
6600- SMALL TOOLS & EQUIPMENT - Other	0.00	9,500.00	-9,500.00	0.0%
6609 - Station Equipment	0.00	0.00	0.00	0.0%
6610 - Fire Protection & Equip.	0.00	0.00	0.00	0.0%
6611 - Housing Appliances	0.00	0.00	0.00	0.0%
6608 - Office Equipment	38.50	0.00	38.50	100.0%
Total 6600- SMALL TOOLS & EQUIPMENT	38.50	9,500.00	-9,461.50	0.4%
6700- COMMUNICATION & DISPATCH				
6701- Remote Dispatch	0.00	0.00	0.00	0.0%
6700- COMMUNICATION & DISPATCH - Other	60.04	500.00	-439.96	12.0%
Total 6700- COMMUNICATION & DISPATCH	60.04	500.00	-439.96	12.0%
7900- MISCELLANEOUS				
7911 - Misc. Shirt Expense	0.00	0.00	0.00	0.0%
7906- Misc.	0.00	0.00	0.00	0.0%
7907- Department Shirts	0.00	0.00	0.00	0.0%
7908 - Department Uniform Coats	0.00	0.00	0.00	0.0%
7909 - Patches	0.00	0.00	0.00	0.0%
7910 - TFD Supporter Shirts Expense	0.00	0.00	0.00	0.0%
7900- MISCELLANEOUS - Other	50.00	7,500.00	-7,450.00	0.7%
7905- Beverages	183.79	0.00	183.79	100.0%
Total 7900- MISCELLANEOUS	233.79	7,500.00	-7,266.21	3.1%

Tusayan Fire District
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
6400- FUEL, OIL, LUBRICANTS				
6400- FUEL, OIL, LUBRICANTS - Other	-17.91	0.00	-17.91	100.0%
6403- Mileage Reimbursement	0.00	0.00	0.00	0.0%
6401- Gasoline	0.00	4,000.00	-4,000.00	0.0%
6404- Diesel	330.67	0.00	330.67	100.0%
Total 6400- FUEL, OIL, LUBRICANTS	312.76	4,000.00	-3,687.24	7.8%
6900- DISPOSABLE SPLS/EQUIP				
6900- DISPOSABLE SPLS/EQUIP - Other	0.00	0.00	0.00	0.0%
6906- Batteries - Equipment	0.00	0.00	0.00	0.0%
6905- Misc. Supplies	6.80	0.00	6.80	100.0%
6902- Electrical Supplies	15.60	0.00	15.60	100.0%
6903- Fire Suppression Supplies	84.28	0.00	84.28	100.0%
6901- Janitorial Supplies	91.62	4,000.00	-3,908.38	2.3%
6907 - COVID Supplies	350.58	0.00	350.58	100.0%
6904- Medical Supplies	634.08	0.00	634.08	100.0%
Total 6900- DISPOSABLE SPLS/EQUIP	1,182.96	4,000.00	-2,817.04	29.6%
7500- PUBLIC UTILITIES				
7500- PUBLIC UTILITIES - Other	0.00	19,000.00	-19,000.00	0.0%
7502- Natural Gas	0.00	0.00	0.00	0.0%
7504- Water	251.02	0.00	251.02	100.0%
7506 - Utility Payment for Emp	424.28	0.00	424.28	100.0%
7501- Electricity	541.68	0.00	541.68	100.0%
Total 7500- PUBLIC UTILITIES	1,216.98	19,000.00	-17,783.02	6.4%
7300- TRAINING				
7300- TRAINING - Other	0.00	10,000.00	-10,000.00	0.0%
7309- Training Supplies	0.00	0.00	0.00	0.0%
7307- Computer Software	0.00	0.00	0.00	0.0%
7304- Mileage Reimbursement	0.00	0.00	0.00	0.0%
7301- Tuition/Fees	75.00	0.00	75.00	100.0%
7303- Textbooks	252.00	0.00	252.00	100.0%
7305- Commercial Travel	572.40	0.00	572.40	100.0%
7302- Per Diem/Meals & Lodging	1,005.95	0.00	1,005.95	100.0%
Total 7300- TRAINING	1,905.35	10,000.00	-8,094.65	19.1%
7000- ADMINISTRATIVE COSTS				
7010- Software/Support	0.00	0.00	0.00	0.0%
7015 - Printing Expense - Ink	0.00	0.00	0.00	0.0%
7003- Edu., Trn, Prevent Matrs	0.00	0.00	0.00	0.0%
7000- ADMINISTRATIVE COSTS - Other	0.00	15,000.00	-15,000.00	0.0%
7014 - Station Security System	0.00	0.00	0.00	0.0%
7008 - Interest Expense	0.00	0.00	0.00	0.0%
7004- Publishing/Printing	43.93	0.00	43.93	100.0%
7013 - Internet	74.95	0.00	74.95	100.0%
7006- Business Meetings/Dinners	86.78	0.00	86.78	100.0%
7001- Office Supplies, Postage	108.55	0.00	108.55	100.0%
7009- Mileage Reimbursement	191.25	0.00	191.25	100.0%
7002- Telephone, FAX	327.40	1,200.00	-872.60	27.3%

Tusayan Fire District
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
7012 - Copier Lease	416.41	0.00	416.41	100.0%
7005 - Fees/Subscription/Publication	1,455.13	0.00	1,455.13	100.0%
Total 7000- ADMINISTRATIVE COSTS	2,704.40	16,200.00	-13,495.60	16.7%
6500- VEHICLE REPAIR & MAINT.				
6501- Vehicles & Apparatus	0.00	0.00	0.00	0.0%
6502- Pumps	0.00	0.00	0.00	0.0%
6509 - Vehicle Supplies	0.00	0.00	0.00	0.0%
6504- Pump Repairs- Outside	0.00	0.00	0.00	0.0%
6505- Tire Repairs- Outside	0.00	0.00	0.00	0.0%
6500- VEHICLE REPAIR & MAINT. - Other	0.00	16,000.00	-16,000.00	0.0%
6507- Towing	0.00	0.00	0.00	0.0%
6506- Vehicle Maint. Supplies	146.13	0.00	146.13	100.0%
6508- Vehicle Repair Parts	562.93	0.00	562.93	100.0%
6503- Vehicle Repairs- Outside	2,805.50	0.00	2,805.50	100.0%
Total 6500- VEHICLE REPAIR & MAINT.	3,514.56	16,000.00	-12,485.44	22.0%
7400- INSURANCE - LIABILITY				
7400- INSURANCE - LIABILITY - Other	0.00	0.00	0.00	0.0%
7401- Vehicle, Bldg, Malpractice	3,911.00	15,000.00	-11,089.00	26.1%
Total 7400- INSURANCE - LIABILITY	3,911.00	15,000.00	-11,089.00	26.1%
6100- RETIREMENT CONTRIBUTIONS				
6101- Staff Pension	5,637.23	53,401.94	-47,764.71	10.6%
Total 6100- RETIREMENT CONTRIBUTIONS	5,637.23	53,401.94	-47,764.71	10.6%
6300- EMPLOYEE BENEFITS				
6302- Medical Costs	0.00	2,500.00	-2,500.00	0.0%
6304 - Unemployment Tax	0.00	297.00	-297.00	0.0%
6300- EMPLOYEE BENEFITS - Other	0.00	0.00	0.00	0.0%
6301- Uniform Allowance	177.41	3,600.00	-3,422.59	4.9%
6303 - State Compensation	5,780.50	15,000.00	-9,219.50	38.5%
Total 6300- EMPLOYEE BENEFITS	5,957.91	21,397.00	-15,439.09	27.8%
6200- INSURANCE				
6205- Accident, Death, Disability	0.00	5,800.00	-5,800.00	0.0%
6206 - VSP - Vision	130.44	1,013.76	-883.32	12.9%
6204- Dental	330.14	2,934.72	-2,604.58	11.2%
6203- Health	7,198.68	57,600.00	-50,401.32	12.5%
Total 6200- INSURANCE	7,659.26	67,348.48	-59,689.22	11.4%
7600- LEASES & RENTALS				
7602- Equipment Lease	0.00	2,328.00	-2,328.00	0.0%
7607 - Property Taxes	0.00	0.00	0.00	0.0%
7601- Equipment Rental	297.96	3,180.00	-2,882.04	9.4%
7606- Monthly Apartment Rent	350.00	16,620.00	-16,270.00	2.1%
7603 - Property Lease	5,330.50	27,783.00	-22,452.50	19.2%
7600- LEASES & RENTALS - Other	22,917.67	46,000.00	-23,082.33	49.8%
Total 7600- LEASES & RENTALS	28,896.13	95,911.00	-67,014.87	30.1%

Tusayan Fire District
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
6000- PERSONNEL SERVICES				
6050 - Volunteer Stipends	0.00	14,000.00	-14,000.00	0.0%
6560 - Payroll Expenses	673.94	6,336.56	-5,662.62	10.6%
Medicare Expense	2,602.97	0.00	2,602.97	100.0%
6560 - Payroll Expenses - Other	2,881.71	27,094.27	-24,212.56	10.6%
6561 - FICA Expense				
Total 6560 - Payroll Expenses	6,158.62	33,430.83	-27,272.21	18.4%
6001 - Fire Chief	7,196.92	71,819.93	-64,623.01	10.0%
6002 - Assistant Fire Chief	8,496.59	70,376.96	-61,880.37	12.1%
6016 - Business Administrator	8,630.24	52,639.50	-44,009.26	16.4%
6005 - Firefighter/EMT	19,327.97	208,737.21	-189,409.24	9.3%
Total 6000- PERSONNEL SERVICES	49,810.34	451,004.43	-401,194.09	11.0%
Total Expense	112,926.08	870,282.85	-757,356.77	13.0%
Net Ordinary Income	-102,003.90	-286,982.48	184,978.58	38.2%
Other Income/Expense				
Other Income	0.00	10,000.00	-10,000.00	0.0%
District Service Fees				
4400- MISCELLANEOUS				
4401 - Interest Earned	0.00	0.00	0.00	0.0%
4406 - Fundraiser Events	0.00	0.00	0.00	0.0%
4404 - Donations	0.00	25,000.00	-25,000.00	0.0%
4407 - Rental Income	1,150.00	15,000.00	-13,850.00	7.7%
4403 - Station Rent	4,000.00	24,000.00	-20,000.00	16.7%
Total 4400- MISCELLANEOUS	5,150.00	64,000.00	-58,850.00	8.0%
Total Other Income	5,150.00	74,000.00	-68,850.00	7.0%
Other Expense				
4406 - Wildland Expense	0.00	0.00	0.00	0.0%
COVID-19 National Paid Leave	224.72	0.00	224.72	100.0%
Total Other Expense	224.72	0.00	224.72	100.0%
Net Other Income	4,925.28	74,000.00	-69,074.72	6.7%
Net Income	-97,078.62	-192,982.48	95,903.86	50.3%

Tusayan Fire District
Profit & Loss
 July 2020 through June 2021

	Jul '20 - Jun 21
Ordinary Income/Expense	
Income	
FDAT	929.09
4000 · Property Tax Revenues	
4001 · Property Tax Delinquent	13.56
4000 · Property Tax Revenues - Other	9,979.53
Total 4000 · Property Tax Revenues	9,993.09
Total Income	10,922.18
Gross Profit	10,922.18
Expense	
6000- PERSONNEL SERVICES	
6001- Fire Chief	7,196.92
6002-Assistant Fire Chief	8,496.59
6005-Firefighter/EMT	19,327.97
6016- Business Administrator	8,630.24
6560 · Payroll Expenses	
Medicare Expense	673.94
6561 · FICA Expense	2,881.71
6560 · Payroll Expenses - Other	2,602.97
Total 6560 · Payroll Expenses	6,158.62
Total 6000- PERSONNEL SERVICES	49,810.34
6100- RETIREMENT CONTRIBUTIONS	
6101- Staff Pension	5,637.23
Total 6100- RETIREMENT CONTRIBUTIONS	5,637.23
6200- INSURANCE	
6203- Health	7,198.68
6204- Dental	330.14
6206 · VSP - Vistion	130.44
Total 6200- INSURANCE	7,659.26
6300- EMPLOYEE BENEFITS	
6301- Uniform Allowance	177.41
6303 - State Compensation	5,780.50
Total 6300- EMPLOYEE BENEFITS	5,957.91
6400- FUEL, OIL, LUBRICANTS	
6404- Diesel	330.67
6400- FUEL, OIL, LUBRICANTS - Other	-17.91
Total 6400- FUEL, OIL, LUBRICANTS	312.76
6500- VEHICLE REPAIR & MAINT.	
6503- Vehicle Repairs- Outside	2,805.50
6506- Vehicle Maint. Supplies	146.13
6508- Vehicle Repair Parts	562.93
Total 6500- VEHICLE REPAIR & MAINT.	3,514.56
6600- SMALL TOOLS & EQUIPMENT	
6608 - Office Equipment	38.50
Total 6600- SMALL TOOLS & EQUIPMENT	38.50
6700- COMMUNICATION & DISPATCH	60.04

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Cash Basis

Tusayan Fire District
Profit & Loss
July 2020 through June 2021

	Jul '20 - Jun 21
6900- DISPOSABLE SPLS/EQUIP	
6901- Janitorial Supplies	91.62
6902- Electrical Supplies	15.60
6903- Fire Suppression Supplies	84.28
6904- Medical Supplies	634.08
6905- Misc. Supplies	6.80
6907 - COVID Supplies	350.58
Total 6900- DISPOSABLE SPLS/EQUIP	1,182.96
7000- ADMINISTRATIVE COSTS	
7001- Office Supplies, Postage	108.55
7002- Telephone, FAX	327.40
7004- Publishing/ Printing	43.93
7005- Fees/Subscrip/Publication	1,455.13
7006- Business Meetings/Dinners	86.78
7009- Mileage Reimbursement	191.25
7012 - Copier Lease	416.41
7013 - Internet	74.95
Total 7000- ADMINISTRATIVE COSTS	2,704.40
7100- PROFESSIONAL SERVICES	
7110 - Carpet Cleaning	-150.00
Total 7100- PROFESSIONAL SERVICES	-150.00
7300- TRAINING	
7301- Tuition/Fees	75.00
7302- Per Diem/Meals & Lodging	1,005.95
7303- Textbooks	252.00
7305- Commercial Travel	572.40
Total 7300- TRAINING	1,905.35
7400- INSURANCE - LIABILITY	
7401- Vehicle, Bldg, Malpractice	3,911.00
Total 7400- INSURANCE - LIABILITY	3,911.00
7500- PUBLIC UTILITIES	
7501- Electricity	541.68
7504- Water	251.02
7506 - Utility Payment for Emp	424.28
Total 7500- PUBLIC UTILITIES	1,216.98
7600- LEASES & RENTALS	
7601- Equipment Rental	297.96
7603 - Property Lease	5,330.50
7606- Monthly Apartment Rent	350.00
7600- LEASES & RENTALS - Other	22,917.67
Total 7600- LEASES & RENTALS	28,896.13
7700- REPAIRS & MAINTENANCE	
7704- Buildings	34.87
Total 7700- REPAIRS & MAINTENANCE	34.87
7900- MISCELLANEOUS	
7905- Beverages	183.79
7900- MISCELLANEOUS - Other	50.00
Total 7900- MISCELLANEOUS	233.79
Total Expense	112,926.08
Net Ordinary Income	-102,003.90

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Cash Basis

Tusayan Fire District
Profit & Loss
July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>
Other Income/Expense	
Other Income	
4400- MISCELLANEOUS	
4403 - Station Rent	4,000.00
4407 - Rental Income	1,150.00
	<hr/>
Total 4400- MISCELLANEOUS	5,150.00
	<hr/>
Total Other Income	5,150.00
	<hr/>
Other Expense	
COVID-19 National Paid Leave	224.72
	<hr/>
Total Other Expense	224.72
	<hr/>
Net Other Income	4,925.28
	<hr/>
Net Income	-97,078.62
	<hr/> <hr/>

**Tusayan Fire District
Deposit Detail
July 2020**

Type	Num	Date	Name	Account	Amount
Deposit		07/31/2020		NorwestWarrant	2,400.00
Payment	2231653	07/14/2020	AmeriGas	4403 - Station Rent	-1,000.00
Payment		07/15/2020	Guardian Medical Tr...	1499 · Undeposited ...	-1,000.00
			Town of Tusayan	1499 · Undeposited ...	-400.00
TOTAL					-2,400.00
Deposit		07/31/2020		NorwestWarrant	144.48
				4000 · Property Tax ...	-144.48
TOTAL					-144.48
Deposit		07/31/2020		NorwestWarrant	13.56
				4001 · Property Tax ...	-13.56
TOTAL					-13.56
Deposit		07/31/2020		NorwestWarrant	928.14
				FDAT	-928.14
TOTAL					-928.14
Deposit		07/31/2020		NorwestWarrant	0.95
				FDAT	-0.95
TOTAL					-0.95

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**Tusayan Fire District
Deposit Detail
July 2020**

Type	Num	Date	Name	Account	Amount
Deposit		07/01/2020		NorwestWarrant	900.00
				4407 · Rental Income	-750.00
				7110 · Carpet Cleani...	-150.00
TOTAL					-900.00
Deposit		07/01/2020		NorwestWarrant	466.09
				4000 · Property Tax ...	-466.09
TOTAL					-466.09
Deposit		07/01/2020		NorwestWarrant	225.21
				4000 · Property Tax ...	-225.21
TOTAL					-225.21
Deposit		07/06/2020		NorwestWarrant	1,903.42
				4000 · Property Tax ...	-1,903.42
TOTAL					-1,903.42
Deposit		07/10/2020		NorwestWarrant	386.64
				4000 · Property Tax ...	-386.64
TOTAL					-386.64
Deposit		07/17/2020		NorwestWarrant	1,688.50
				4000 · Property Tax ...	-1,688.50
TOTAL					-1,688.50
Deposit		07/22/2020		NorwestWarrant	0.25
				4000 · Property Tax ...	-0.25
TOTAL					-0.25
Deposit		07/24/2020		NorwestWarrant	4,465.92
				4000 · Property Tax ...	-4,465.92
TOTAL					-4,465.92
Deposit		07/27/2020		NorwestWarrant	13.40
				4000 · Property Tax ...	-13.40
TOTAL					-13.40
Deposit		07/29/2020		NorwestWarrant	685.62
				4000 · Property Tax ...	-685.62
TOTAL					-685.62

Tusayan Fire District
AVR Aging Summary
As of August 11, 2020

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Arizona Department of Transportation	0.00	168.00	0.00	0.00	0.00	168.00
Guardian Medical Transport	1,000.00	0.00	0.00	0.00	0.00	1,000.00
TOTAL	1,000.00	168.00	0.00	0.00	0.00	1,168.00

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Tusayan Fire District
A/P Aging Summary
As of August 11, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Audit Adjustment	0.00	0.00	0.00	0.00	-1,779.56	-1,779.56
Blue Cross/Blue Shield of Arizona	0.00	0.00	0.00	0.00	-0.20	-0.20
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-1,779.76</u>	<u>-1,779.76</u>

Tusayan Fire District

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Register: NorwestWarrant

From 07/01/2020 through 07/31/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/01/2020			-split-	Deposit		X	900.00	269,809.44
07/01/2020			4000 · Property Tax Re...	Deposit		X	466.09	270,275.53
07/01/2020			4000 · Property Tax Re...	Deposit		X	225.21	270,500.74
07/06/2020			4000 · Property Tax Re...	Deposit		X	1,903.42	272,404.16
07/06/2020	831300001	Arizona Department ...	2100 · Payroll Liabilities	860843550	1,001.44	X		271,402.72
07/08/2020	831300002	Arizona Center for Fi...	2000 · Accounts Payable	Testing/Certific...	75.00			271,327.72
07/08/2020	831300003	Century Link	2000 · Accounts Payable	Inv# 928638-3...	162.28	X		271,165.44
07/08/2020	831300004	Direct TV	2000 · Accounts Payable	Inv# 37571017...	148.98	X		271,016.46
07/08/2020	831300005	Flagstaff Medical Ce...	2000 · Accounts Payable	Inv# 2020-002	1,446.14	X		269,570.32
07/08/2020	831300006	Grand Canyon Natio...	2000 · Accounts Payable	Utilities Inv# G...	27.24			269,543.08
07/08/2020	831300007	Greg Brush	2000 · Accounts Payable	Mileage	191.25	X		269,351.83
07/08/2020	831300008	United Fire	2000 · Accounts Payable	VOID: Inv# 72...		X		269,351.83
07/10/2020			4000 · Property Tax Re...	Deposit		X	386.64	269,738.47
07/10/2020	ASRS07...	Arizona State Retire...	-split-	0990	3,357.78	X		266,380.69
07/10/2020	EFTPS07...	Tusayan Fire Depart...	-split-		2,872.66	X		263,508.03
07/10/2020	DD071020	Bruce D. Baker	-split-		1,098.39	X		262,409.64
07/10/2020	DD071020	Emily A Woolley	-split-		1,002.71	X		261,406.93
07/10/2020	DD071020	Gregory Lawrence	-split-		1,033.12	X		260,373.81
07/10/2020	DD071020	Kathleen Maragos	-split-		1,837.91	X		258,535.90
07/10/2020	DD071020	Travis Moreno	-split-		1,249.30	X		257,286.60
07/10/2020	DD071020	Gregory M Brush	-split-		1,838.38	X		255,448.22
07/10/2020	DD071020	Raymond F D'Albini	-split-		1,807.86	X		253,640.36
07/17/2020			4000 · Property Tax Re...	Deposit		X	1,688.50	255,328.86
07/22/2020			4000 · Property Tax Re...	Deposit		X	0.25	255,329.11
07/24/2020			4000 · Property Tax Re...	Deposit		X	4,465.92	259,795.03
07/24/2020	ASRS07...	Arizona State Retire...	-split-	0990	3,859.82	X		255,935.21
07/24/2020	EFTPS07...	Tusayan Fire Depart...	-split-		3,583.34	X		252,351.87
07/24/2020	DD07242...	Bruce D. Baker	-split-		1,346.38	X		251,005.49
07/24/2020	DD07242...	Emily A Woolley	-split-		1,224.29	X		249,781.20
07/24/2020	DD07242...	Gregory Lawrence	-split-		1,636.48	X		248,144.72
07/24/2020	DD07242...	Kathleen Maragos	-split-		1,594.20	X		246,550.52
07/24/2020	DD07242...	Travis Moreno	-split-		1,230.27	X		245,320.25
07/24/2020	DD07242...	Gregory M Brush	-split-		1,999.90	X		243,320.35
07/24/2020	DD07242...	Raymond F D'Albini	-split-		1,998.41	X		241,321.94
07/27/2020			4000 · Property Tax Re...	Deposit		X	13.40	241,335.34
07/27/2020	831300009	Arizona Public Service	2000 · Accounts Payable		566.73	X		240,768.61
07/27/2020	831300010	Blue Cross/Blue Shie...	2000 · Accounts Payable	Health Insuran...	3,599.34	X		237,169.27
07/27/2020	831300011	Diesel Support Grou...	2000 · Accounts Payable		2,805.50	X		234,363.77
07/27/2020	831300012	Grand Canyon Natio...	2000 · Accounts Payable	Aug Rent	350.00	X		234,013.77
07/27/2020	831300013	Hydro Resources	2000 · Accounts Payable	Inv# 3512	97.49			233,916.28

Tusayan Fire District

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Register: NorwestWarrant

From 07/01/2020 through 07/31/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/27/2020	831300014	P.K. Distributing dba...	2000 · Accounts Payable	Inv# 97057	119.87	X		233,796.41
07/27/2020	831300015	PLIC	2000 · Accounts Payable	Dental Acct# 1...	165.07	X		233,631.34
07/27/2020	831300016	Praxair	2000 · Accounts Payable	Inv# 97305003	84.28			233,547.06
07/27/2020	831300017	Red Feather Properties	2000 · Accounts Payable	Aug 2020 Leas...	2,315.25			231,231.81
07/27/2020	831300018	TRIAD	2000 · Accounts Payable	Inv# 3503	74.95	X		231,156.86
07/27/2020	831300019	Valle Airpark, LLC	2000 · Accounts Payable	Inv# 2741	913.00			230,243.86
07/27/2020	831300020	VFIS	2000 · Accounts Payable	Inv# 46	3,911.00	X		226,332.86
07/27/2020	831300021	VSP	2000 · Accounts Payable	Vision Acct# 3...	65.22			226,267.64
07/27/2020	831300022	Wex Bank	2000 · Accounts Payable	Inv# 66413531	312.76			225,954.88
07/27/2020	831300023	Xerox Corporation	2000 · Accounts Payable	Inv# 711512152	222.95	X		225,731.93
07/29/2020			4000 · Property Tax Re...	Deposit		X	685.62	226,417.55
07/31/2020			-split-	Deposit			2,400.00	228,817.55
07/31/2020			4000 · Property Tax Re...	Deposit		X	144.48	228,962.03
07/31/2020			4000 · Property Tax Re...	Deposit		X	13.56	228,975.59
07/31/2020			FDAT	Deposit		X	928.14	229,903.73
07/31/2020			FDAT	Deposit		X	0.95	229,904.68



Tusayan Fire District
P.O. Box 3625
Grand Canyon, AZ 86023
(928)-638-3473
kate.tfdgc@outlook.com

**Tusayan Fire District
Board of Directors**

Vacancy Announcement

Pursuant to A.R.S. §48-803 (B), the Governing Board of the Tusayan Fire District is seeking applications from interested individuals wishing to serve on the Governing Board for term of office which would end in Dec of 2022.

Pursuant to A.R.S. §48-802 (D), candidates for appointment must be, and during incumbency must remain, qualified electors and residents of the Tusayan Fire District. Candidates must be of good moral character and be willing to serve without compensation.

Board members must be at least 18 years of age, a qualified elector of the Tusayan Fire District and reside within the district boundaries. Generally, regular board meetings are held the second Thursday of each month at 10:00 am.

Complete original applications must be mailed or hand delivered to the Tusayan Fire District Station, P.O. Box 3625, Grand Canyon, AZ 86023.

FAXED OR EMAILED APPLICATIONS WILL NOT BE ACCEPTED.

The application deadline is **July 8, 2020** 5 pm. For questions, please call (928)-638-3473



Tusayan Fire District
Application for TFD Fire Board

DATE: _____

FULL NAME (as on driver's license): _____

VOTER ID # /DRIVERS LICENCE: _____

HOME ADDRESS: _____
(Street) (city,state,zip)

MAILING ADDRESS: _____
(p.o. box) (city,state,zip)

PHONE: _____ EMAIL: _____

ARE YOU AT LEAST 18 YEARS OF AGE? _____

ARE YOU A REGISTERED VOTER? _____

ARE YOU A RESIDENT WITHIN THE TUSAYAN FIRE DISTRICT? _____

**MANDATORY SUPPLEMENTAL QUESTIONS TO TFD FIRE BOARD
APPLICATION:**

1. How long have you resided within the Tusayan Fire District boundary?

2. Please describe your past experiences with boards of directors, local government and special taxing districts.

3. Briefly state your basic reasons for wishing to serve on the Fire Board and any specific areas or issues that you would like to address.

4. Would you be willing and have the time to serve on the Fire Board and/or subcommittee to do special studies that might be needed?

5. Would there be any areas involved in serving as a Fire Board member, which might result in a conflict of interest for you, including but not limited to friends and relatives who are employees of TFD?

6. What special or unique qualities or qualifications that you possess, will enhance the Board and its ability to serve our community?

I certify that the facts set forth in this application are true and complete to the best of my knowledge.

Signature: _____ Date: _____

48-802. Election procedures; qualifications

A. All elections held pursuant to this article shall conform to the requirements of this section.

B. Except as otherwise provided in this article, the manner of conducting and voting at an election, contesting an election, keeping poll lists, canvassing votes and certifying returns shall be the same, as nearly as practicable, as in elections for county officers. After consultation with the officer in charge of elections, a fire district may divide itself into precincts. To the extent practicable, the precincts shall be equal or as nearly equal in population and shall conform to the boundaries of precincts adopted by the board of supervisors of the county. The fire district shall thereafter conduct its elections using those precincts.

C. No person may vote at the election other than a qualified elector of this state who has registered to vote at least twenty-nine days before the election as a resident within the district boundaries, proposed district boundaries created by the merger of fire districts or the proposed district boundaries created by a consolidated district. A person offering to vote at a fire district election for which no fire district register has been supplied shall sign an affidavit stating the person's address and the fire district in which the person resides and swearing the person is qualified to vote and has not voted at the fire district election being held. A person offering to vote at a fire district election for which a fire district register has been supplied shall proceed as required for voting at any election at which precinct registers are used.

D. In elections for district board members:

1. The person or persons within the district or precinct, as applicable, receiving the highest number of votes shall be declared elected.
2. Candidates must be, and during incumbency must remain qualified electors of the fire district and, except for a district formed pursuant to article 3 of this chapter, must be a resident of the district for at least one year immediately preceding the date of the election. In a fire district that is divided into precincts as prescribed by subsection B of this section, candidates shall be qualified electors of the precinct in which they are candidates and during incumbency must remain qualified electors of that precinct. Except for a district formed pursuant to article 3 of this chapter, a person is not eligible to be a candidate for election to the fire district board if that person is related by affinity or consanguinity within the third degree to a person who serves on the board during the potential candidate's term of office. Any person who violates this paragraph is not eligible to serve on the board.
3. Elections, other than special elections to fill a vacancy or elections to merge or dissolve fire districts, shall be held on the first Tuesday after the first Monday in November of the first even numbered year following the year the district is declared

Tuesday after the first Monday in November.

4. Except for an election to reorganize a fire district, nominating petitions shall be filed with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a position on the district board for which the term of office is to expire, the board of supervisors may cancel the election for that position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this paragraph is fully vested with the powers and duties of the office as if elected to that office.

5. Except for a district organized pursuant to article 3 of this chapter, for an election to reorganize a fire district, any person seeking election to the governing body that would be formed or expanded if the reorganization is approved shall comply with the nomination requirements for a candidate as prescribed by title 16, chapter 3, including filing a nomination paper and nomination petition to appear as a candidate on the reorganization election ballot.

6. The names of all nominated persons for office within the district or precinct, as applicable, shall appear on the ballot without partisan designation.

E. In an election to reorganize, notice of the appropriate order of the board of supervisors or governing body of the district shall be given as prescribed by title 16, chapter 2.

F. In an election to merge fire districts, notice of the appropriate order of the board of supervisors shall be given as prescribed by title 16, chapter 2. In addition, notice of the election with an accurate map of the territory proposed to be merged shall be sent by first class mail to each owner of property that would be subject to taxation by the merged district at least sixty days before the election. An order to hold an election shall be issued not more than thirty days after the receipt of the resolution to merge fire districts pursuant to section 48-820.

G. In an election to consolidate fire districts, notice of the appropriate order of the board of supervisors shall be given as prescribed by title 16, chapter 2. In addition, notice of the election with an accurate map of the territory proposed to be consolidated shall be sent by first class mail to each owner of property that would be subject to taxation by the consolidated district at least sixty days before the election. An order to hold an election shall be issued not more than thirty days after the receipt of the resolution to consolidate fire districts pursuant to section 48-822.

48-803. District administered by a district board; report

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, a quorum of the board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, a quorum of the board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the quorum of district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, or does not have remaining board members sufficient to constitute a quorum of the board, the board of supervisors shall appoint interim district board members to fill the vacancies, or an administrator to administer the district with the same duties and obligations of the elected board to serve until the next election. A majority of the board constitutes a quorum for the transaction of business.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur

at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district that is administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board. Beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws

relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that lists the elected officials and fire chiefs who attended the training to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who attended training as required by this section.

2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.



PO Box 3625
Grand Canyon, AZ 86023
928-638-3473 - Phone
928-638-2897 - Fax

Tusayan Fire Department

RESOLUTION #2020-05

Amendment to Fee Schedule

The Tusayan Fire District adopts the following Resolution for the purpose of referencing the updated subsection for billing statute from ARS 48-805 B. (14) to ARS 48-805 B. (13.)

RESOLUTION

WHEREAS, ARS 48-805 B. (13) specifically states the District may Adopt resolutions establishing fee schedules both within and outside of the jurisdictional boundaries of the district for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services, plan reviews, standby charges, fire cause determination, users' fees or facilities benefit assessments or any other fee schedule that may be required

NOW THEREFORE, the Tusayan Fire District resolves that the District Fire and EMS Service billing practices will reflect ARS 48-805 using the Rate Schedule Attached revised August 2020.

Be it resolved the Clerk of this Board is empowered to take such action(s) as are necessary to assure compliance with said **A.R.S.** as it pertains to Fire and EMS Fee Schedules.

Board Chairperson – John Vail

Board Member – Dan Contreras

Board Clerk – Andrew Aldaz

Board Member – Becky Shearer

Board Member – Vacant

***DEDICATING OUR EFFORTS TO PROVIDE FOR THE SAFETY AND WELFARE OF THE CITIZENS AND VISITORS OF TUSAYAN
AND OUR COMMUNITY THROUGH THE PRESERVATION OF LIFE, PROPERTY AND THE ENVIRONMENT.***



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Tusayan Fire Department

RESOLUTION #2020-05

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***DEDICATING OUR EFFORTS TO PROVIDE FOR THE SAFETY AND WELFARE OF THE CITIZENS AND VISITORS OF TUSAYAN
AND OUR COMMUNITY THROUGH THE PRESERVATION OF LIFE, PROPERTY AND THE ENVIRONMENT.***

RESOLUTION 2020-05
(Replacing prior Resolution #2007-02 re Fee Schedule)

A RESOLUTION AUTHORIZING THE REIMBURSEMENT FOR EXPENSES OF FIRE PROTECTION SERVICES, EMERGENCY MEDICAL SERVICES, PLAN REVIEW, STANDBY CHARGES, FIRE CAUSE DETERMINATION, AND USER FEES BOTH WITHIN AND OUTSIDE OF THE JURISDICTIONAL BOUNDARIES OF THE DISTRICT AND ESTABLISHING PERMIT AND FEE SCHEDULE.

WHEREAS, A.R.S. § 48-814 specifically states a fire district may provide or assist in providing emergency fire or emergency medical services outside of its own district boundaries if those services are otherwise unavailable and if those services are provided at the request of any law enforcement agency, fire district, fire department or private person, and may receive reimbursement for the costs of providing the emergency services. The person receiving the services, or on whose behalf the services are provided, is liable to the fire district for the costs and these costs constitute a debt of that person and may be collected by the fire district. For the purposes of this section, the costs of providing emergency fire or medical services are those costs set forth in resolutions adopted by the fire district that establish fee schedules for emergency response, standby charges, fees for fire cause determination or any other fees that may be required or appropriate to provide emergency fire and medical services outside of its boundaries.

WHEREAS, A.R.S. § 48-805(B)(13) specifically states a Fire District shall adopt resolutions establishing fee schedules both within and outside of the jurisdictional boundaries of the district for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services, plan reviews, standby charges, fire cause determination, users' fees or facilities benefit assessments or any other fee schedule that may be required.

NOW THEREFORE, the Tusayan Fire District resolves as follows:

1. That the Fire Board of the Tusayan Fire District hereby adopts, approves and authorizes the reimbursement/fee schedule for Fire and EMS Services Attached to this resolution and made a part hereof.
2. That the attached reimbursement/fee schedule shall entirely replace all prior and previous schedules, which said previous schedules shall be from this date forward be deemed revoked.

ADOPTED this 13th day of August, 2020.

Chairperson, John Vail

Board Member, Dan Contreras

Clerk, Andrew Aldaz

Board Member, Becky Shearer

**TUSAYAN FIRE DISTRICT
FEE SCHEDULE
FIRE AND EMS SERVICES**

1. Reimbursement Schedule:
 - a. Attack - \$840.00 per hour + cost of supplies
 - b. Engine 5 - \$840.00 per hour + cost of supplies
 - c. Engine 51 - \$840.00 per hour + cost of supplies
 - d. Rescue 5 - \$840.00 per hour + cost of supplies
 - e. Ladder 51 - \$840.00 per hour + cost of supplies
 - f. Personnel \$45 per hour + cost of supplies

2. All apparatus and equipment will be manned and operated in accordance with established Standard Operating Guidelines for the Tusayan Fire District.

3. All charges for apparatus will be for a one-hour minimum time.

4. All billing information will be obtained on scene from patient or insurance card for all Motor Vehicle Accidents (MVA), Fire Response Services, and Emergency Medical Response. If patient is unable to give insurance information and there is no insurance card, a DR# will be obtained from the Sheriff or DPO.

5. A Fire/EMS report will be completed with as much information as possible. If there is no insurance information, the patient will be billed directly for the MVA.

6. An invoice will be made out to the patient. If services were provided to the patient and the patient is unable to pay, invoices will be mailed directly to the patient's home address if provided.

7. If the amount owed is not paid within 30 days, a second notice will be sent stipulating 'Second Notice' and if no payment is received or contact, the account will be turned over to a collection agency.

*Change 5 from MVA to
2nd notice*



Welcome Aboard!

We are very excited to have you as part of the EF Recovery family and look forward to recovering your incident response and mitigation costs.

Here's all you need to do to complete your contract.

Page 7	Please complete the signature block
Page 9	Exhibit A, Section 7: Please choose a billing option Exhibit A, Section 8: Please complete the collection agency information, if applicable
	Please be sure to complete Sections 6 and 7. This is very important information to help us complete the setup of your account in our system.
Collection Letter	Please sign your name at the bottom
Business Associate Agreement	Please complete the signature block

As soon as we receive your contract, someone from our staff will contact you to begin the onboarding process and start submitting claims on behalf of your department.

Thank you again for becoming an EF Recovery customer!

'ENHANCED PROGRAM' COST RECOVERY AGREEMENT

This Cost Recovery Agreement ("Agreement") is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
("EFR")

Tusayan Fire District
P.O. Box 3625
Grand Canyon, AZ, 86023-3625
("Customer")

Effective Date: July 30, 2020

and is subject to EFR's Privacy Policy that can be found by visiting <https://www.efrecovery.com/privacy>.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings. In additions, other terms are defined elsewhere in the Agreement, in the context in which they arise.
 - 1.1 "Liabe Party" or "Liabe Parties" means negligent parties or their insurer(s).
 - 1.2 "Services" means, collectively, the services listed in Exhibit A attached hereto and incorporated herein by this reference
 - 1.3 "Total Claim Amount" means the total of all Customer charges for equipment, labor, consumables, administrative costs, processing costs and other costs outlined, defined, and/or authorized by Customer's jurisdictional law, code, resolution or ordinance, as set forth on Customer reimbursement cost schedule.
 - 1.4 "Mobile Application" means a program developed by EFR to collect on-scene incident information for use in billing a claim.
 - 1.5 "Device" means a compatible mobile telephone, tablet computer or on-board computers that Customer uses to operate the Mobile Application.
 - 1.6 "Executable Code" means the fully compiled version of a software program that can be executed by a computer, mobile telephone or tablet computer and used by an end user without further compilation.
 - 1.7 "Software" means the Mobile Application, plus any modified, updated or enhanced versions of programs that EFR may provide to customer hereunder in Executable Code in its sole discretion from time to time.
 - 1.8 "Documentation" means the user manuals provided to Customer along with the Software.
 - 1.9 "Intellectual Property Rights" means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.
2. **SERVICES.** Customer retains EFR as its billing contractor to perform the billing for services from any cost recovery order as directed by Customer and as allowed by law, code, resolution or ordinance to a Liabe Party or Liabe Parties). Customer also retains EFR to perform the Services in accordance with the terms of this Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the EFR and Customer with respect to the subject matter hereof, and any such prior agreements are hereby terminated.
3. **COMPENSATION TO EFR.** For each claim that EFR provides any Services, Customer shall pay EFR the Processing Cost or the Uncollected Claim Cost as defined in Exhibit B, plus any additional costs as defined in this Agreement.
4. **COLLECTED FUNDS / TERMS OF PAYMENT.** EFR will deposit all collected funds into a bank account administered solely by EFR. All recovered funds, less the Processing Costs, Uncollected Claim Costs, and/or Training Fees, as defined in Exhibit B, will be submitted to Customer along with a detailed accounting of funded claims within forty-five (45) days after the funds have been received by EFR. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer's obligations hereunder are absolute and

unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.

5. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the "Initial Term"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each (the "Renewal Term"), unless it is sooner terminated for cause pursuant to Section 6 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. If Customer has not submitted a billable claim to EFR for a continuous twelve (12) month period, this Agreement will automatically terminate on the last day of the Initial Term or the last day of the Renewal Term. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services.
6. **TERMINATION FOR BREACH.** Except as otherwise set forth in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such material breach within thirty (30) days after receiving written notice thereof from the non-breaching party; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. EFR may suspend the Services (or any portion thereof) upon notice to Customer in the case of any breach or threatened breach by Customer. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity.
7. **OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of this Agreement for any reason, the following provisions shall apply.
 - 7.1 **Termination of Services and Obligations.** Neither party shall be under any further obligation or liability under this Agreement to the other from and after the date of termination, except as specifically set forth in this Section. Furthermore, EFR will terminate all Services.
 - 7.2 **Obligation to Satisfy Payment of Fees.** Customer understands and expressly acknowledges that termination of this Agreement prior to the expiration of the Initial Term or the Renewal Term for any reason neither suspends, discontinues, diminishes, or in any way alters its continuing obligation to timely satisfy all invoices nor suspends, discontinues, diminishes, or in any way disallows EFR from collecting any Processing Cost, Uncollected Claim Cost, or Training Fee monies due to EFR through the final date of the Initial Term or Renewal Term and that such fees will be immediately due and payable.
 - 7.3 **Obligation to Satisfy Payment of Claims.** Upon termination of this Agreement, EFR agrees to pay Customer any claim recovery monies collected but not released to Customer, less any applicable Processing Cost, Uncollected Claim Cost and/or Training Fee monies owed EFR.
 - 7.4 **Copies of Data.** Upon payment of all such Fees, and upon the request of Customer, EFR will provide Customer with a single copy of all Customer's content on EFR's system as of the effective date of expiration or termination in PDF format. Copies of data in non-PDF format will be made available upon the request by Customer at EFR's then-current rates.
 - 7.5 **Return of Confidential Information.** Customer agrees to deliver or return to EFR, at EFR's request at any time or upon termination of this Agreement or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by EFR or prepared by EFR in the course of this Agreement and all other Confidential Information in Customer's possession. If, for any reason, such document, material, database, equipment, or software cannot be returned, Customer will destroy all the Confidential Information belonging to EFR and delete such Confidential Information from any memory devices, then confirm to EFR, in writing, that said Confidential Information has been destroyed. Customer will not be permitted to continue using the Confidential Information in any way after the Termination Date.
 - 7.6 **Return of Equipment.** All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.

7.7 Survival Provisions. The provisions of Section 1 Definitions, Section 12 Confidential Information, Section 14 Force Majeure, Section 15 Warranty Disclaimer, Section 16 Limitation of Liability, Section 17 Indemnification, Section 18 Noninterference and Section 19 General Provisions shall survive the expiration or termination of this Agreement.

8. COLLECTION PROCESS. EFR agrees that it shall use only lawful means to effect collections and will comply with all provisions of the Fair Debt Collection Practices Act ("FDCPA") and applicable state statutes in connection with these collections. EFR bills the responsible party and/or their insurance company once a month up to three (3) months or ninety (90) days. If the account has not been paid and depending on the selected billing options from Exhibit A by day one hundred eighty (180) after submission of the claim, at Customer's discretion, EFR will either (a) cease collection activity or (b) turn over the account to a collections agency to be specified by Customer, and such account will be deemed uncollectible (the "Uncollectible Account"). EFR will make a "best effort" to collect funds from the Liable Party. EFR shall not be responsible for the payment of any billings that are deemed an Uncollected Claim Cost.

9. LICENSE GRANT.

9.1 License Grant. Subject to the terms and conditions of this Agreement, EFR hereby grants to Customer, only for the Term (as defined in Section 5), a non-exclusive, nontransferable license to (a) install the Software only for purposes of its internal use, and not to market and/or distribute the Software to any third party purposes of resale; (b) make one copy of the Software solely for backup or archival purposes; and (c) copy and reproduce any Documentation provided to Customer solely for the purposes of training Customer's staff.

9.2 License Restrictions; Reservation of Rights. Except as expressly permitted by this Agreement or except with EFR's prior written consent, Customer will not, and will not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software. The Software and Documentation and all worldwide Intellectual Property Rights therein, are the exclusive property of EFR and its suppliers. All rights not expressly granted to Customer in this Agreement are reserved by EFR.

9.3 No Restriction or Exclusivity. During the Term hereof, EFR may distribute, market, sell, or act as an agent or representative of any developer, publisher, or manufacturer, of online services or products that are functionally comparable or intended, by applicable marketing and promotional programs directed to such services or products, to compete directly with the Software.

10. DATA & REPORTING. Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer's prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit "A" and other reports as mutually agreed.

11. INDEPENDENT CONTRACTOR.

11.1 Status. EFR is and shall at all times remain an independent contractor of Customer.

11.2 Employees. EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

11.3 Binding of Customer. EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer.

- 11.4 Claims.** Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that Customer may use EFR proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.
- 11.5 Benefits.** Unless otherwise expressly authorized by Customer, EFR will not participate in or receive any of the benefits which Customer extends to its employees, including, without limitation, vacation pay, sick leave and medical insurance. EFR agrees to waive all claims to such benefits.
- 11.6 Taxes, Etc.** EFR will be solely responsible for payment of all income taxes, self-employment taxes and other items due with respect to EFR's income hereunder. Except as provided otherwise in Exhibit A, EFR will be responsible for payment of any sums due to any persons hired by EFR to assist in the performance of the Services.

12. CONFIDENTIAL INFORMATION

- 12.1 Disclosure of Confidential Information.** Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Recipient will comply with any applicable state law, including the Public Records Act.
- 12.2 EFR Confidential Information.** The business practices including, but not limited to, financial information, staffing patterns, HIPAA protected information, business relationships, the Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, and all other business practices shall be considered EFR's Confidential Information.
- 12.3 Customer Confidential Information.** The business practices such as financial information, staffing patterns, client numbers, call center operations, HIPAA protected information, transport volumes, business relationships and all other business practices shall be considered Customer's Confidential Information.
- 12.4 Exceptions.** The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 12.5 Authority to Disclose Confidential Information.** In making any disclosure to EFR of private patient information, you will comply with all applicable state and federal law regarding protected health care information. In making any disclosure to you of private patient information, EFR will comply with all applicable state and federal law regarding protected health care information as agreed to by way of a separately executed Business Associates Agreement (BAA).

13. **NOTICES.** Either party may notice the other by means of (a) electronic mail to the e-mail address on record, or (b) by written communication sent by nationally recognized overnight delivery service or first class mail to the address shown below, or (c) by letter sent by confirmed facsimile to EFR at the fax number shown below. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email or fax). Notices will not be effective unless sent in accordance with the above requirements.

Notices to EFR:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
Fax: (253) 853-1340

Notices to Customer:

Tusayan Fire District
P.O. Box 3625
Grand Canyon, AZ, 86023-3625

14. **FORCE MAJEURE.** Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.
15. **WARRANTY DISCLAIMER.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES. EFR AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. EFR AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.
16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EFR AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, COSTS, DAMAGES, AND CLAIMS ARISING OUT OF OR RELATED TO DATA SECURITY INCIDENT(S), LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF EFR OR THEIR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EFR'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO EFR BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.
17. **INDEMNIFICATION.**
- 17.1 **BY EFR TO CUSTOMER.** EFR agrees to defend and hold Customer, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it as a result of EFR's collections activity under this

agreement; provided, however, that Customer warrants and guarantees that the information furnished to EFR is accurate and complies with all state and federal laws.

17.2 BY CUSTOMER TO EFR. Customer agrees defend and hold EFR, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it related to all claims submitted to EFR, the accuracy of the information furnished to EFR and the use of the Software; provided, however, that EFR warrants and guarantees that the billing services provided on behalf of Customer comply with industry-standard best practices and comply with all state and federal laws.

18. NONINTERFERENCE. During this Agreement and for two (2) years thereafter, neither party will, without the express consent of the other party: (a) hire or use the services of any person who was an employee or independent contractor of either party while this Agreement is in effect, or encourage or counsel any such person to leave either party's employ; (b) provide any competing services to or solicit any competing business from any person or entity who was a customer of either party, or to whom either party has submitted any business proposal, while this Agreement is in effect; or (c) be an officer, director, employee or agent of, or own any interest in, or provide any advice or assistance to any person or entity that engages in any of the foregoing. The foregoing will not apply to any person or client once s/he or it has ceased to provide or receive services to or from either party for a period of one (1) year or longer, nor will it be deemed to prohibit either party from accepting employment with any customer of either party, provided such employment does not relate to any product or service provided by either party to such customer (or to the subject matter of such product or service).

19. GENERAL PROVISIONS.

19.1 Governing Law and Jurisdiction. This Agreement shall be construed under the laws of the State of Washington, without regard to its principles of conflicts of law. In the event any litigation arises out of this Agreement, the parties agree that such case shall be heard exclusively in the federal and state courts in Pierce County, Washington. Customer waives an objection on the basis of inconvenient forum or otherwise.

19.2 Relationship. This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

19.3 Entire Agreement. This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

19.4 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by an authorized representative of each party to this agreement party hereto.

19.5 Assignment of Agreement. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EFR. Any prohibited assignment shall be null and void. EFR may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with EFR. EFR may retain subcontractors to perform the Services.

19.6 Severability. In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

- 19.7 **Counterparts.** This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Any translation of this Agreement into any other language shall be for convenience purposes only and shall not be binding on any party.
- 19.8 **Delay or Omission Not Waiver.** No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 19.9 **United Nations Convention of Contracts.** The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded
- 19.10 **Controlling Language.** This Agreement is written in English (US), and English (US) is its controlling language
- 19.11 **Capitalized Terms.** Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings.
- 19.12 **Waiver of Breach.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach
- 19.13 **No Third Party Beneficiaries.** No entities not a party to this Agreement shall be deemed third party beneficiaries hereunder.
- 19.14 **Binding Effect.** The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.
- 19.15 **Construction.** This Agreement shall not be construed for or against any Party, regardless of its drafter.
- 19.16 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
 Name Doug Wright
 Title CEO
 Date July 30, 2020

Signature _____
 Name _____
 Title _____
 Date _____

EXHIBIT A
DESCRIPTION OF EF RECOVERY'S SERVICES, BILLING OPTIONS AND COSTS
"ENHANCED SERVICE PLAN"

1. **SERVICES.** The following represents the complete scope of services to be provided by Customer and EFR in connection with this Agreement.
 - Customer will give EFR access to its fire reporting system, if any.
 - Customer will install and use the CM Mobile Application or the EFR Billing Module of My Fire Rules or provide all required incident response information electronically or in writing to EFR.
 - EFR, utilizing information provided by customer will create a claim in its entirety, using a reimbursement cost schedule provided to EFR by Customer. EFR shall calculate an initial Total Claim Amount.
 - Customer will review each claim, make any corrections (including a change to the Total Claim Amount, if applicable) and approve claim using Internet-based software created by EFR.
 - If EFR determines that there is insufficient incident data such that reimbursement of a claim is unlikely, EFR will refer the incomplete claim back to the Customer with a request for additional information. If Customer does not provide the additional information within ninety (90) days after the claim is referred back, the claim will expire and will be removed from the claims management software.
 - Customer agrees to respond to EFR requests about incomplete claim information or action requests at a minimum of once per week.
 - If EFR determines that there is sufficient incident data that reimbursement is likely, EFR will submit the claim to the Liable Party and seek reimbursement per the contact method(s) specified in this Exhibit A.
 - EFR will make best efforts to seek reimbursement on each claim submitted to a Liable Party using methods and experience consistent with a billing agency. Customer expressly acknowledges and agrees that EFR is not a legal representative of Customer, is not trained to dispute claims on a legal basis and is not a collections agency. As such, EFR's actions with respect to denied claims specifically precludes legal arguments, aggressive follow-up or excessive number of collection attempts.
 - If a settlement offer is made by the Liable Party to pay less than the Total Claim Amount, Customer will determine, at its sole discretion, whether to accept the settlement offer.
 - EFR will submit funds to Customer pursuant to the terms of this Agreement.

2. **CLAIM INFORMATION REQUIRED FROM CUSTOMER.** Customer acknowledges and agrees to provide the following minimum information about each incident for which it seeks reimbursement.
 - The name, address and driver license number of individual(s) involved in the incident. The minimum information required is all information on one involved party.
 - Insurance information of individual(s) involved in the incident or the insurance information of the at fault party as determined by on-scene law enforcement. If insurance information is not provided, EFR will bill the individual(s) involved in the incident. Customer expressly acknowledges that collection rates for billing individual directly is significantly lower than collection rates for billing insurance carriers. The minimum information required is insurance information on one involved party. EFR will follow the Billing Options Customer selects in Section 7 of this Exhibit.
 - License plate number and state of all involved vehicles.
 - Date, time and incident location.
 - Provide EFR with fire reporting system incident number, if utilized.
 - A complete and descriptive narrative describing the details of the incident. EFR will provide guidance to Customer as to what constitutes a complete and descriptive narrative.

3. **PROCESSING COST.** Customer hereby agrees to pay EFR the Processing Cost, as defined in Exhibit B. The Processing Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Customer acknowledges that if it accepts a settlement offer on a claim, EFR remains entitled to collect the full Processing Cost, or a portion thereof, at its sole option.

4. **UNCOLLECTED CLAIM COST.** Customer hereby agrees to pay EFR the Uncollected Claim Cost, as defined in Exhibit B. The Uncollected Claim Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Reasons for considering a claim as uncollectible include, but are not limited to:

- Legitimate denial from an insurance company
- A decision by Customer not to bill the Liable party or to write off the claim to charity
- An exhaustion of all collection options
- No liable party or a liability dispute
- A non-responsive Liable Party who cannot be contacted via telephone pursuant to Customer's policy
- No known Liable Party address

5. **TRAINING FEE.** Customer hereby agrees to pay EFR the Training Fee, as defined in Exhibit B. The Training Fee will be subtracted from the claim payment(s) received by EFR on behalf of Customer.

6. **CONDITIONS.** The following conditions apply to all claims processed by EFR on behalf of Customer:

- A jurisdictional law, code, resolution or ordinance in Customer's area of service authorizing cost recovery billing must be in place.
- Customer will designate two (2) points of contact: a primary contact who will respond to EFR inquiries in a timely manner, and a secondary contact that will remain knowledgeable about the program.

7. **BILLING OPTIONS.** EFR will recover funds based on the collection option selected below. These options and their associated fees may be amended from time to time by written notice pursuant to the terms of this Agreement.

(Note: Select only one billing choice per column)

	Residents	Non-Residents
1) Bill Insurance 2) If denied <i>or</i> no insurance, bill Liable Party 3) If unpaid, close claim	<input type="checkbox"/>	<input type="checkbox"/>
1) Bill Insurance 2) If denied <i>or</i> no insurance, bill Liable Party 3) If unpaid, send to collections	<input type="checkbox"/>	<input type="checkbox"/>
1) Bill Insurance 2) If denied <i>or</i> no insurance, close claim	<input type="checkbox"/>	<input type="checkbox"/>

8. **CUSTOMER COLLECTION AGENCY.** Customer hereby specifies the collection agency listed below (the "Collection Agency") to act on its behalf and authorizes EFR to release information related to uncollected claims as requested by the Collection Agency.

Agency Name _____
 Address _____

Contact Name _____
 Contact Phone _____
 Contact Email _____

EXHIBIT B
DEFINITIONS AND COSTS

1. **“Processing Cost”** means fifty dollars (\$50.00) or twenty-two percent (22%) of the Total Claim Amount or the settlement offer accepted by Customer on a claim, whichever is greater, plus one hundred twenty-five dollars (\$125.00).
2. **“Uncollected Claim Cost”** means as twenty-five dollars (\$25.00) for a claim deemed by EFR, at its sole discretion, as uncollectable from a Liable Party or the Liable Party’s insurance carrier.
3. **“Training Fee”** means a one-time charge of two-hundred and ninety-five dollars (\$295.00) for training Customer on all procedures, software, mobile applications and other aspects of the program.

Tusayan Fire District
P.O. Box 3625
Grand Canyon, AZ, 86023-3625

To Whom It May Concern:

Effective July 30, 2020, Tusayan Fire District signed an agreement with EF Recovery, LLC authorizing them to recover expenses incurred from emergency response activities, such as motor vehicle accident and hazardous materials response and mitigation by this department.

This letter serves as acknowledgement of such authorization to all responsible parties, their insurance companies and all government and law enforcement agencies and directs them to provide information and reports as requested by EF Recovery on our behalf.

Respectfully,

Greg Bush
Fire Chief
Tusayan Fire District

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
 (“EFR”)

Tusayan Fire District
P.O. Box 3625
Grand Canyon, AZ, 86023-3625
(the “Customer”)

Agreement Date: July 30, 2020 (“Effective Date”)

This Business Associate Agreement (“Agreement”) between EFR and Customer is executed to ensure that EFR will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Customer in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. GENERAL PROVISIONS

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. OBLIGATIONS OF THE BUSINESS ASSOCIATE. EFR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Customer without unreasonable delay but in no case later than 60 days after discovery of the breach.
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EFR agree to the same restrictions, conditions, and requirements that apply to EFR with respect to such information.
5. Make PHI in a designated record set available to Customer and to an individual who has a right of access in a manner that satisfies Customer's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request.
6. Make any amendment(s) to PHI in a designated record set as directed by Customer, or take other measures necessary to satisfy Customer's obligations under 45 CFR §164.526.
7. Maintain and make available information required to provide an accounting of disclosures to Customer or an individual who has a right to an accounting within 60 days and as necessary to satisfy Customer's obligations under 45 CFR §164.528.

8. To the extent that EFR is to carry out any of Customer's obligations under the HIPAA Privacy Rule, EFR shall comply with the requirements of the Privacy Rule that apply to Customer when it carries out that obligation.
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EFR on behalf of Customer, available to the Secretary of the Department of Health and Human Services for purposes of determining EFR and Customer's compliance with HIPAA and the HITECH Act.
10. Restrict the use or disclosure of PHI if Customer notifies EFR of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR §164.522.
11. If Customer is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), EFR agrees to assist Customer in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Customer's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Customer agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Customer of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Customer of any threat of identity theft as a result of the incident.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. The specific uses and disclosures of PHI that may be made by EFR on behalf of Customer include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Customer to its patients.
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Customer to its patients or to appeal denials of payment for the same.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that EFR has been engaged to perform on behalf of Customer.

D. TERM AND TERMINATION

1. The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date covered entity terminates for cause as authorized in paragraph 2 of this Section.
2. Customer may terminate this Agreement if Customer determines that EFR has violated a material term of the Agreement and EFR has been apprised of the violation in writing and has not cured the violation within thirty (30) days of said written notice.
3. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, it shall notify the other party and that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
4. Upon termination of this Agreement, EFR shall return to Customer or destroy all PHI received from Customer, or created, maintained, or received by EFR on behalf of Customer that EFR still maintains in any

form. EFR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
Name Doug Wright
Title CEO
Date July 30, 2020

Signature _____
Name _____
Title _____
Date _____

EMS BILLING SERVICES AGREEMENT

This EMS Billing Services Agreement ("Agreement") is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
("EFR")

Tusayan Fire Department
PO Box 3625
Grand Canyon, AZ 86023
(the "Customer")

Effective Date: August 1, 2020

and is subject to EFR's Privacy Policy that can be found by visiting <https://www.efrecovery.com/privacy>.

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SERVICES.** Customer retains EFR as its billing contractor to handle the billings for the costs and charges of ambulance/emergency medical services performed by Customer. EFR shall bill the recipient of such services or any responsible party, including insurers, in accordance with the terms of this Agreement. A description of the services provided by EFR is set forth in the attached Exhibit "A," which is incorporated by this reference. No change to the scope of services shall be effective unless agreed to by the parties in writing.
2. **COMPENSATION TO EFR.** Customer shall pay EFR, on a monthly basis, a fee for EFR's services as set forth in the attached Exhibit A ("Services"). No change to the terms of compensation shall be effective unless agreed to by the parties in writing.
3. **TERMS OF PAYMENT.** Within 10 days after the end of each month, EFR shall send a statement setting forth in reasonable detail the total amount billed and collected from all responsible parties for the prior month's transports. An Invoice for the billing services performed will be included and is DUE UPON RECEIPT. EFR will deposit all collected EMS funds into an agreed upon bank account established and maintained by Customer. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer's obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.
4. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the "Initial Term"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each (the "Renewal Term"), unless it is sooner terminated for cause pursuant to Section 5 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services.
5. **TERMINATION.** Except as otherwise set forth in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such material breach within thirty (30) days after receiving written notice thereof from the non-breaching party; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. EFR may suspend the Services (or any portion thereof) upon notice to Customer in the case of any breach or threatened breach by Customer. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity.
6. **OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of this Agreement for any reason, the following provisions shall apply.
 - 6.1 **Termination of Services and Obligations.** Neither party shall be under any further obligation or liability under this Agreement to the other from and after the date of termination, except as specifically set forth in this Section. Furthermore, EFR will terminate all Services.

- 6.2 Obligation to Satisfy Payment of Fees.** Customer understands and expressly acknowledges that termination of this Agreement prior to the expiration of the Initial Term or the Renewal Term for any reason does not suspend, discontinue, diminish, or in any way alter its continuing obligation to timely satisfy all invoices reflecting Fees due to EFR through the final date of the Initial Term or Renewal Term and that such Fees will be immediately due and payable
- 6.3 Copies of Data.** Upon payment of all such Fees, and upon the request of Customer, EFR will provide Customer with a single copy of all Customer's content on EFR's system as of the effective date of expiration or termination in PDF format. Copies of data in non-PDF format will be made available upon the request by Customer at EFR's then-current rates.
- 6.4 Return of Confidential Information.** Customer agrees to deliver or return to EFR, at EFR's request at any time or upon termination of this Agreement or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by EFR or prepared by EFR in the course of this Agreement and all other Confidential Information in Customer's possession. If, for any reason, such document, material, database, equipment, or software cannot be returned, Customer will destroy all the Confidential Information belonging to EFR and delete such Confidential Information from any memory devices, then confirm to EFR, in writing, that said Confidential Information has been destroyed. Customer will not be permitted to continue using the Confidential Information in any way after the Termination Date.
- 6.5 Return of Equipment.** All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.
- 6.6 Survival Provisions.** The provisions of Section 9 Confidential Information, Section 11 Force Majeure, Section 12 Warranty Disclaimer, Section 13 Limitation of Liability, Section 14 Indemnification and Section 15 General Provisions shall survive the expiration or termination of this Agreement.
- 7. DATA & REPORTING.** Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer's prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit "A" and other reports as mutually agreed.
- 8. INDEPENDENT CONTRACTOR.**
- 8.1 Status.** EFR is and shall at all times remain an independent contractor of Customer.
- 8.2 Employees.** EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.
- 8.3 Binding of Customer.** EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer.
- 8.4 Claims.** Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that Customer may use EFR proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.
- 8.5 Benefits.** Unless otherwise expressly authorized by Customer, EFR will not participate in or receive any of the benefits which Customer extends to its employees, including, without limitation, vacation pay, sick leave and medical insurance. EFR agrees to waive all claims to such benefits.
- 8.6 Taxes, Etc.** EFR will be solely responsible for payment of all income taxes, self-employment taxes and other items due with respect to EFR's income hereunder. Except as provided otherwise in Exhibit A, EFR will be

responsible for payment of any sums due to any persons hired by EFR to assist in the performance of the Services.

9. CONFIDENTIAL INFORMATION

- 9.1 Disclosure of Confidential Information.** Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Recipient will comply with any applicable state law, including the Public Records Act.
- 9.2 EFR Confidential Information.** The business practices including, but not limited to, financial information, staffing patterns, HIPAA protected information, business relationships, the Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, and all other business practices shall be considered EFR's Confidential Information.
- 9.3 Customer Confidential Information.** The business practices such as financial information, staffing patterns, client numbers, call center operations, HIPAA protected information, transport volumes, business relationships and all other business practices shall be considered Customer's Confidential Information.
- 9.4 Exceptions.** The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 9.5 Authority to Disclose Confidential Information.** In making any disclosure to EFR of private patient information, you will comply with all applicable state and federal law regarding protected health care information. In making any disclosure to you of private patient information, EFR will comply with all applicable state and federal law regarding protected health care information as agreed to by way of a separately executed Business Associates Agreement (BAA) the form of which is attached hereto for reference as Exhibit A.

- 10. NOTICES.** Either party may notice the other by means of (a) electronic mail to the e-mail address on record, or (b) by written communication sent by nationally recognized overnight delivery service or first class mail to the address shown below, or (c) by letter sent by confirmed facsimile to EFR at the fax number shown below. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email or fax). Notices will not be effective unless sent in accordance with the above requirements.

Notices to EFR:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
Fax: (253) 853-1340

Notices to Customer:

City of Redlands
PO Box 3005
Redlands, CA 92373

11. **FORCE MAJEURE.** Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.
12. **WARRANTY DISCLAIMER.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES. EFR AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. EFR AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.
13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EFR AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, COSTS, DAMAGES, AND CLAIMS ARISING OUT OF OR RELATED TO DATA SECURITY INCIDENT(S), LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF EFR OR THEIR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EFR'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO EFR BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.
14. **INDEMNIFICATION.**
 - 14.1 **BY EFR TO CUSTOMER.** EFR agrees to defend and hold Customer, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it as a result of EFR's collections activity under this agreement; provided, however, that Customer warrants and guarantees that the information furnished to EFR is accurate and complies with all state and federal laws.
 - 14.2 **BY EFR TO CUSTOMER.** Customer agrees defend and hold EFR, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it related to all claims submitted to EFR, the accuracy of the information furnished to EFR and the use of the Software; provided, however, that EFR warrants and

guarantees that the billing services provided on behalf of Customer comply with industry-standard best practices and comply with all state and federal laws.

15. GENERAL PROVISIONS.

- 15.1 Governing Law and Jurisdiction.** This Agreement shall be construed under the laws of the State of Washington, without regard to its principles of conflicts of law. In the event any litigation arises out of this Agreement, the parties agree that such case shall be heard exclusively in the federal and state courts in Pierce County, Washington. Customer waives an objection on the basis of inconvenient forum or otherwise.
- 15.2 Relationship.** This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.
- 15.3 Entire Agreement.** This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.
- 15.4 Amendment.** This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by an authorized representative of each party to this agreement party hereto.
- 15.5 Assignment of Agreement.** Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EFR. Any prohibited assignment shall be null and void. EFR may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with EFR. EFR may retain subcontractors to perform the Services.
- 15.6 Severability.** In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.
- 15.7 Counterparts.** This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Any translation of this Agreement into any other language shall be for convenience purposes only and shall not be binding on any party.
- 15.8 Delay or Omission Not Waiver.** No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15.9 United Nations Convention of Contracts.** The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 15.10 Controlling Language.** This Agreement is written in English (US), and English (US) is its controlling language.
- 15.11 Capitalized Terms.** Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings.
- 15.12 Waiver of Breach.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

15.13 No Third Party Beneficiaries. No entities not a party to this Agreement shall be deemed third party beneficiaries hereunder.

15.14 Binding Effect. The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.

15.15 Construction. This Agreement shall not be construed for or against any Party, regardless of its drafter.

15.16 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
Name Doug Wright
Title CEO
Date August 1, 2020

Signature _____
Name _____
Title _____
Date _____

EXHIBIT A
DESCRIPTION OF THE AGENCY'S SERVICES, BILLING OPTIONS AND FEES

SERVICES

1. Provide billing and accounts receivable management services to Customer.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Private Insurance, etc.) are filed and maintained and that Customer is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by Customer, to Customer's EMS and/or paramedics personnel regarding the gathering of the necessary information and proper completion of PCRs/MIRs. If travel is required to conduct training a separate bill will be sent to Customer for travel expenses.
5. Provide a designated billing agent dedicated to Customer's account who will review all bills/claims prior to submission to responsibility party/parties and who will complete monthly reports, state reports, answer questions regarding patient/payor concerns and will facilitate communications.
6. After review by Customer's dedicated billing agent, provide prompt submission of Medicare, Medicaid, insurance and other responsible party/parties bills after receiving a completed patient record via U.S. Mail and/or electronic format. Secondary insurance provider bills shall be submitted after the primary insurance provider has paid.
7. Provide follow-up on rejected and inactive claims.
8. Utilize most up-to-date knowledge and information with regard to coding requirements and standards and ensure compliance with applicable Federal, State and local regulations.
9. EFR will make available on a 24x7 basis, via EFR's web site, all financial data for reporting and retrieval.

FEES & CHARGES

1. \$25.00 per "Treat/No Transport" patient record billed, plus actual postage and mailing for each bill sent via U.S. Mail.
2. 12% of net collections on takeover accounts, plus actual postage & mailing for each bill sent via U.S. Mail.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made as of the date shown below and between the following parties:

E&F Recovery, LLC
P.O. Box 590
Gig Harbor, WA 98335
 (“EFR”)

Tusayan Fire Department
PO Box 3625
Grand Canyon, AZ 86023
(the “Customer”)

Agreement Date: July 21, 2020 (“Effective Date”)

This Business Associate Agreement (“Agreement”) between EFR and Customer is executed to ensure that EFR will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Customer in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. GENERAL PROVISIONS

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. OBLIGATIONS OF THE BUSINESS ASSOCIATE. EFR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Customer without unreasonable delay but in no case later than 60 days after discovery of the breach.
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EFR agree to the same restrictions, conditions, and requirements that apply to EFR with respect to such information.
5. Make PHI in a designated record set available to Customer and to an individual who has a right of access in a manner that satisfies Customer's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request.
6. Make any amendment(s) to PHI in a designated record set as directed by Customer, or take other measures necessary to satisfy Customer's obligations under 45 CFR §164.526.
7. Maintain and make available information required to provide an accounting of disclosures to Customer or an individual who has a right to an accounting within 60 days and as necessary to satisfy Customer's obligations under 45 CFR §164.528.

8. To the extent that EFR is to carry out any of Customer's obligations under the HIPAA Privacy Rule, EFR shall comply with the requirements of the Privacy Rule that apply to Customer when it carries out that obligation.
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EFR on behalf of Customer, available to the Secretary of the Department of Health and Human Services for purposes of determining EFR and Customer's compliance with HIPAA and the HITECH Act.
10. Restrict the use or disclosure of PHI if Customer notifies EFR of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR §164.522.
11. If Customer is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), EFR agrees to assist Customer in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Customer's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Customer agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Customer of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Customer of any threat of identity theft as a result of the incident.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. The specific uses and disclosures of PHI that may be made by EFR on behalf of Customer include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Customer to its patients.
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Customer to its patients or to appeal denials of payment for the same.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that EFR has been engaged to perform on behalf of Customer.

D. TERM AND TERMINATION

1. The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date covered entity terminates for cause as authorized in paragraph 2 of this Section.
2. Customer may terminate this Agreement if Customer determines that EFR has violated a material term of the Agreement and EFR has been apprised of the violation in writing and has not cured the violation within thirty (30) days of said written notice.
3. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
4. Upon termination of this Agreement, EFR shall return to Customer or destroy all PHI received from Customer, or created, maintained, or received by EFR on behalf of Customer that EFR still maintains in any

form. EFR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

THIS AGREEMENT is executed as of the day and year first above written.

E&F RECOVERY, LLC

CUSTOMER

Signature Douglas Wright
Name Doug Wright
Title CEO
Date August 1, 2020

Signature _____
Name _____
Title _____
Date _____

48-805. Fire district; powers and duties; definition

A. A fire district, through its board, shall:

1. Hold public meetings at least once each calendar month unless a board consists of three members and the fire district levies less than \$500,000 annually then the board shall meet in July and at least every two months thereafter. A board for a district organized pursuant to article 3 of this chapter shall hold public meetings at least every two months.
2. Determine the compensation payable to district personnel.
3. Require all current and prospective employees and volunteers to submit a full set of fingerprints to the fire district, joint powers authority, fire authority, fire and medical authority or fire and ambulance authority that is formed with that fire district pursuant to section 48-805.01. The fire district, joint powers authority that is formed pursuant to section 48-805.01, fire authority, fire and medical authority or fire and ambulance authority shall submit the fingerprints to the department of public safety for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544. The department of public safety may exchange this fingerprint data with the federal bureau of investigation.

B. A fire district, through its board, may:

1. Employ any personnel and provide services deemed necessary for fire protection, for preservation of life and for carrying out its other powers and duties, including providing ambulance transportation services when authorized to do so pursuant to title 36, chapter 21.1, article 2, but a member of a district board shall not be an employee of the district. The merger of two or more fire districts pursuant to section 48-820 or the consolidation with one or more fire districts pursuant to section 48-822 shall not expand the boundaries of an existing certificate of necessity unless authorized pursuant to title 36, chapter 21.1, article 2.
2. Construct, purchase, lease, lease-purchase or otherwise acquire the following or any interest in the following and, in connection with the construction or other acquisition, purchase, lease, lease-purchase or grant a lien on any or all of its present or future property, including:
 - (a) Apparatus, water and rescue equipment, including ambulances and equipment related to any of the foregoing.
 - (b) Land, buildings, equipment and furnishings to house equipment and personnel necessary or appropriate to carry out its purposes.
3. Finance the acquisition of property as provided in this section and costs incurred in connection with the issuance of bonds as provided in section 48-806. Bonds shall not be issued without the consent of a majority of the electors of the district voting at an election held for that purpose. For the purposes of an election held under this paragraph, all persons who are eligible to vote in fire district elections under section 48-802 are eligible to vote.

4. Enforce the fire code adopted by the district, if any, and assist the office of the state fire marshal in the enforcement of fire protection standards of this state within the fire district including enforcement of a nationally recognized fire code if expressly authorized by the office of the state fire marshal.

5. After the approval of the qualified electors of the fire district voting at a regular district election or at a special election called for that purpose by the district board, as appropriate, or at any election held in the county that encompasses the fire district, adopt the _____ fire code, which is a nationally recognized fire code approved by the state fire marshal. The words appearing on the ballots shall be "should _____ fire district adopt the _____ fire code, which is a nationally recognized fire code approved by the state fire marshal--yes", "should _____ fire district adopt the _____ fire code, which is a nationally recognized fire code approved by the office of the state fire marshal--no". The code shall be enforced by the county attorney in the same manner as any other law or ordinance of the county. Any inspection or enforcement costs are the responsibility of the fire district involved. The district shall keep the code on file, which shall be open to public inspection for a period of thirty days before any election for the purpose of adopting a fire code. Copies of the order of election shall be posted in three public places in the district at least twenty days before the date of the election, and if a newspaper is published in the county having a general circulation in the district, the order shall be published in the newspaper at least once a week during each of the three calendar weeks preceding the calendar week of the election.

6. Amend or revise the adopted fire code, including replacement of the adopted fire code with an alternative nationally recognized fire code, with the approval of the office of the state fire marshal and after a hearing held pursuant to posted and published notice as prescribed by section 48-805.02, subsection A. The district shall keep three copies of the adopted code, amendments and revisions on file for public inspection.

7. Enter into an agreement procuring the services of an organized private fire protection company or a fire department of a neighboring city, town, district or settlement without impairing the fire district's powers.

8. Contract with a city or town for fire protection services for all or part of the city or town area until the city or town elects to provide regular fire department services to the area.

9. Retain a certified public accountant to perform an annual audit of district books.

10. Retain private legal counsel.

11. Accept gifts, contributions, bequests and grants and comply with any requirements of those gifts, contributions, bequests and grants that are not inconsistent with this article.

12. Appropriate and expend annually monies as are necessary for the purpose of fire districts belonging to and paying dues in the Arizona fire district association and other professional affiliations or entities.

13. Adopt resolutions establishing fee schedules both within and outside of the jurisdictional boundaries of the district for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services, plan reviews, standby charges, fire cause determination, users' fees or facilities benefit assessments or any other fee schedule that may be required.

14. With the approval of two of the three members of a three-member board, four of the five members of a five-member board or five of the seven members of a seven-member board, change the district's name and on so doing shall give written notice to the board of supervisors of the change. The governing board of a fire district may place a question on the general election ballot as to whether the fire district shall change its name.

15. Require all employees to submit a full set of fingerprints as prescribed by subsection A, paragraph 3 of this section.

16. Enter into intergovernmental agreements or contracts as follows:

(a) Enter into an intergovernmental agreement with another political subdivision for technical or administrative services or to provide fire services to the property owned by the political subdivision, including property that is outside the district boundary.

(b) Enter into a contract with individuals to provide technical or administrative services.

(c) Enter into a contract with individuals to provide fire protection services or emergency medical services, or both, to the extent not regulated by title 36, chapter 21.1 to property owned by the individual located outside the district boundaries if the individual's property is not located in a county island as defined in section 11-251.12 and at least one of the following apply:

(i) The existing fire service provider where the individual's property is located has issued a notice to the individual that the provider plans to discontinue service.

(ii) Fire service is not available to the individual's property.

(iii) Fire service is offered pursuant to a contract or subscription and the individual has not obtained service for a period of twenty-four months before the date of the contract with the district.

(d) Enter into a contract with individuals to provide fire services to property owned by the individual located outside the district boundaries, where the individual's property is located in a county island as defined in section 11-251.12, if both of the following apply:

(i) The existing fire service provider where the individual's property is located has issued a notice to the residents of the county island and the individual that the provider plans to discontinue or substantially reduce service.

(ii) The district offers contracts to all residents and property owners of the county island who will be affected by the discontinuance or substantial reduction in service by the current fire service provider.

(e) For the purposes of subdivision (a), (b), (c) or (d) of this paragraph, a district may contract with any public or private fire service provider to provide some or all of the contractual services the district is contracting to deliver.

(f) Any contract entered into pursuant to subdivisions (b), (c) and (d) of this paragraph shall include a provision setting forth the cost of service and performance criteria.

17. Sell or otherwise dispose of any real property, facilities or equipment if the district board determines the real property, facilities or equipment to be surplus.

C. A fire district may not administratively add or annex additional property or delete property or otherwise modify its boundaries except in a merger or consolidation pursuant to this chapter or in a boundary change made pursuant to section 48-262. This subsection does not apply to a district organized pursuant to article 3 of this chapter.

D. The chairman and clerk of the district board or their respective designees, as applicable, shall draw warrants, substitute checks or electronic funds transfers on the county treasurer for money required to operate the district in accordance with the budget and, as so drawn, the warrants, substitute checks or electronic funds transfers shall be sufficient to authorize the county treasurer to pay from the fire district fund.

E. For any fire district that designates one or more board members to have access to the financial books and records of the district, those board members are authorized by law to have full access to those financial books and records.

F. The district board may assess and levy a secondary property tax pursuant to this article to pay for the costs of fire protection services or emergency medical services except for services regulated pursuant to title 36, chapter 21.1.

G. The county attorney may advise and represent the district if in the county attorney's judgment the advice and representation are appropriate and not in conflict with the county attorney's duties under section 11-532. If the county attorney is unable to advise and represent the district due to a conflict of interest, the district may retain private legal counsel or may request the attorney general to represent it, or both.

H. If a district's fire code requires the use of a fire watch, an employee who works at the building in which a fire watch is required may serve as the fire watch. A person who is designated as a fire watch shall be equipped with the means to contact the local fire department, and the person's only duty while keeping watch for fires shall be to perform constant patrols of the protected premises. The district shall provide the fire watch with printed instructions from the office of the state fire marshal and may provide a free training session before the person's deployment as the fire watch begins.

I. For the purposes of this section, "fire watch" means a person who is stationed in a building or in a place relative to a building to observe the building and its openings when the fire protection system for the building is temporarily nonoperational or absent.