Date: May 19, 2022

To: Topaz Regional Wireless Cooperative (TRWC) Board of Directors

From: Dale Shaw, TRWC Executive Director

Subject: Town of Florence Conditional Network Use Ratification

Recommendation

The TRWC Executive Director recommends the ratification of the attached agreement with the Town of Florence, which established conditional emergency use of the TRWC Network to facilitate temporary dispatch services provided by the City of Mesa (under separate agreement).

Background & Discussion

On March 25th 2022, the attached "Agreement To Provide For Emergency Network Use Between The Topaz Regional Wireless Cooperative Network And The Town Of Florence" was executed providing conditional use of the Network for 120 days subject to TRWC Board ratification of the Agreement. As per section 2.1.3 of the TRWC Governance Agreement and Section 1.2 of the attached Agreement, the conditional use of the network imposed by this agreement must be approved or disapproved by the TRWC Board of Directors at the next Board Meeting.

Fiscal Impact

No direct fiscal impacts are anticipated in conjunction with this recommendation.

AGREEMENT TO
PROVIDE FOR EMERGENCY NETWORK USE BETWEEN THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK AND THE TOWN OF FLORENCE

The Parties to this agreement ("Agreement") are the City of Mesa, a municipal corporation duly organized and existing under the laws of the State of Arizona ("Mesa") and the Town of Florence, Arizona ("Florence"). Mesa and Florence shall be referred to individually as a ("Party") and collectively as ("Parties").

RECITALS.

WHEREAS, Mesa is the Administrative Manager of the Topaz Regional Wireless Cooperative Network ("TRWC") and is entering into this Agreement in its capacity as Administrative Manager of the TRWC.

WHEREAS, Florence provides emergency and non-emergency medical transportation services, fire protection and other safety-related services.

WHEREAS, when used in this Agreement, "TRWC Network" shall mean public safety and general government communications system(s) that is planned, designed, constructed, operated, maintained, and financed by the TRWC and the TRWC Members, including all real estate, real property and personal property that is purchased, leased or licensed by the TRWC or owned or licensed by a Member and allowed to be used by TRWC in connection with the TRWC Network.

WHEREAS, when used in this Agreement, "TRWC Member" shall include the City of Apache Junction, the Superstition Fire & Medical District (formerly known as the Apache Junction Fire District), the City of Mesa, the Town of Gilbert, the Town of Queen Creek, the Rio Verde Fire District, the Fort McDowell Yavapai Nation and any other entity that subsequently becomes a Member of the TRWC.

WHEREAS, subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement to allow for temporary emergency use of the TRWC Network as a conditional participant pursuant Section 2.1.3 of the TRWC Governance Agreement. The TRWC Governance Agreement is attached as Exhibit A the Second Amendment to the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain and Finance the Topaz Regional Wireless Cooperative Network and recorded with the Maricopa County Recorder at Instrument No. 20180888417 on December 3, 2018.

WHEREAS, this Agreement is entered into under the authority and pursuant to Section 2.1.3 and any other applicable provision of the TRWC Governance Agreement and subject to the terms and conditions of Section 2.1.3 and any other applicable provision of the TRWC Governance Agreement.

AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term and Duration of Agreement; Termination.

1.1. The term of this Agreement is one-hundred twenty (120) days, commencing when the Agreement has been executed by all Parties (the "Effective Date") and automatically terminating without further action of city Party one hundred twenty (120) days after the Effective Date.

1.2. Pursuant to Section 2.1.3 of the TRWC Governance Agreement, this Agreement shall automatically terminate without further action of either Party if the TRWC Board of Directors does not ratify this Agreement at the first TRWC Board meeting after the Effective Date of this Agreement.

2. Florence Use of Network.

2.1. Subject to any conditions imposed by the TRWC Board of Directors or the TRWC Executive Director, Florence's employees, members, agents or contractors ("Florence Emergency Participants") may use the TRWC Network. When using the TRWC Network, Florence and Florence Emergency Participants shall abide by all policies, procedures and guidelines established by the TRWC as a condition for using the TRWC Network.

2.2. **Restrictions on Florence and Florence Emergency Participants Use of Networks.** Notwithstanding anything to the contrary in Section 2.1 of this Agreement, Mesa may restrict Florence or Florence Emergency Participants from using the TRWC Network if the use by Florence or Florence Emergency Participants is adversely affecting the TRWC Network. In addition, notwithstanding anything to the contrary herein, Florence's and Florence Emergency Participants' use of the TRWC Network is conditioned upon the TRWC Network at all times having sufficient capacity to serve TRWC Members.

3. Records; Confidentiality. Florence and Florence Emergency Participants shall treat any information about the TRWC's Network ("Network Information") as proprietary and confidential. Network Information includes, but is not limited to, technical data, engineering details, construction documents, equipment lists, programming configurations, and operational procedures. If Florence or Florence Emergency Participants receive a request for information concerning the TRWC's Network, such request shall be promptly forwarded to Mesa for consideration and response.

4. Conflict of Interest. The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

5. **Compliance with Applicable Laws.** Florence and Florence Emergency Participants shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.

6. **Cooperation.** The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement.

7. **MESA AND TRWC DISCLAIMER OF WARRANTIES**. FLORENCE AND FLORENCE EMERGENCY PARTICIPANTS ACKNOWLEDGE AND AGREE THAT NEITHER MESA NOR ANY OTHER TRWC MEMBER WARRANT THE RELIABILITY OR PERFORMANCE OF THE TRWC NETWORK. MESA DISCLAIMS ALL WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, APPLICABLE OR RELATING TO THE EQUIPMENT, SUPPLIES, MAINTENANCE OF THE EQUIPMENT, OR OTHER ITEMS PROVIDED UNDER THE AGREEMENT BY MESA OR ANY OTHER TRWC MEMBERS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FLORENCE AND FLORENCE EMERGENCY PARTICIPANTS ACKNOWLEDGE THAT NO SUCH WARRANTIES HAVE BEEN MADE BY MESA OR ANY OTHER TRWC MEMBER. FLORENCE AND FLORENCE EMERGENCY PARTICIPANTSALSO HEREBY WAIVE ANY RIGHTS AND REMEDIES FLORENCE OR FLORENCE EMERGENCY PARTCIPANTS MAY HAVE TO MAKE A CLAIM AGAINST MESA, THE TRWC OR ANY TRWC MEMBER INCLUDING, WITHOUT LIMITATION, ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR ANY REASON WHATSOEVER, BASED ON (1) FLORENCE'S OR FLORENCE EMERGENCY PARTICIPANTS' USE OF OR PARTICIPATION IN THE TRWC NETWORK, OR (2) MESA OR ANY OTHER TRWC MEMBER'S OPERATION AND MAINTENANCE OF THE TRWC NETWORK. FLORENCE AND FLORENCE EMERGENCY PARTICIPANTS AGREE THAT THE TRWC NETWORK AND FLORENCE'S AND FLORENCE EMERGENCY PARTICIPANTS' USE OF THE NETWORK IS PROVIDED ON AN "AS-IS" "WHERE IS" BASIS WITH ALL FAULTS.

8. **Indemnification**. , Florence and any Florence Emergency Participants agree to defend (with counsel reasonably acceptable to Mesa), indemnify and hold harmless Mesa and any other TRWC Member from all suits, legal or administrative proceeding liability, costs, attorneys' fees, damages and penalties which may be incurred by or asserted against Mesa or any other TRWC Member arising from any accident, injury or damage resulting from Florence's or Florence Emergency Participants' use of or participation in the TRWC Network. Florence shall advance and pay all reasonable expenses, including actual attorneys' fees, incurred by Mesa or any other TRWC Member in defending against any such claims, demands, liabilities and causes of action. Florence agrees to notify Mesa promptly upon receiving any notice of any such asserted claim, liability, demand or cause of action.

9. **Florence's and Florence Emergency Participants' Acknowledgments and Assumption of Risk:**

9.1 FLORENCE AND THE FLORENCE EMERGENCY PARTICIPANTS AGREE TO ACCEPT TRWC COVERAGE ON THE TRWC NETWORK ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITH NO GUARANTEE OF COVERAGE ON THE TRWC NETWORK. FLORENCE HEREBY ACKNOWLEDGES THAT IT IS UNLIKELY THE TRWC NETWORK PROVIDES RELIABLE COVERAGE THROUGHOUT THE FLORENCE SERVICE AREA, SO FLORENCE ASSUMES ALL RISK AND RESPONSIBILITY FOR ANY DAMAGES RESULTING FROM ITS USE OF THE TRWC NETWORK FOR COMMUNICATIONS.

9.2 Florence and the Florence Emergency Participants acknowledge that there is no guarantee of dispatch message or other message delivery from/to the Mesa Fire & Medical Department's ("MF&MD's") Mesa Regional Dispatch Center ("MRDC") by the TRWC radio network and Florence and the Florence Emergency Participants assumes all risk in that regard.

9.3 Florence and the Florence Emergency Participants acknowledge that the TRWC only provides coverage in the Florence area on the 7/800 MHz Association of Public-safety Communications Officials ("APCO") Project 25 ("P25") digital trunked radio network and Florence and the Florence Emergency Participants assume all risk related to whether such coverage is adequate for the needs of Florence and the Florence Emergency Participants.

9.4 **FLORENCE AND THE FLORENCE EMERGENCY PARTICIPANTS ACKNOWLEDGE THAT THE TRWC HAS NO VHF INFRASTRUCTURE IN THE FLORENCE AREA TO ENABLE THE MONITORING OF THE TRWC's "FIRE HAZARD ZONE COMMUNICATIONS SYSTEM" ("FIRE VHF") BY MRDC IN THE FLORENCE AND FLORENCE FIRE DEPARTMENT ("FFD") SERVICE AREA. THE USE OF VHF FOR HAZARD ZONE/FIREGROUND COMMUNICATONS IS ENTIRELY THE RESPONSIBILITY OF FLORENCE AND FFD WITHOUT EXPECTATION OF THOSE COMMUNICATIONS BEING MONITORED BY MRDC AND FLORENCE AND THE FLORENCE EMERGENCY PARTICIPANTS ASSUMES ALL RISK RELATED TO THE ADEQACY OF SUCH INFRASTRUCTURE AND COMMUNICATIONS.**

9.5 Florence and the Florence Emergency Participants acknowledge that TRWC has only one radio site that covers the area around Florence. That site is called Florence Gardens. Florence Gardens has limited channel capacity (maximum of 5 simultaneous voice or data calls). Florence and the Florence Emergency Participants acknowledge that they may experience "busy" indications from the TRWC network because of congestion of the Florence Gardens radio site and Florence and the Florence Emergency Participants acknowledge assume all risk and liability for such conditions

9.6 Florence and the Florence Emergency Participants agree to hold harmless and defend the TRWC against any claims arising from the use of the TRWC network by Florence and the Florence Emergency Participants during this temporary/emergency use period.

10. Amendment. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.

11. Third Parties. All TRWC Members are intended third party beneficiaries of this Agreement. Except as otherwise provided by the first sentence of this Section 11, this Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this Agreement.

12. Notice. Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for Mesa:

TRWC Executive Director
Department of Innovation & Technology
City of Mesa
P.O. Box 1466
Mesa, AZ 85211

With a copy to:
William H. Anger
Engelman Berger, P.C.
2800 North Central Ave, Suite 1200
Phoenix, AZ 85012

If intended for Florence:
PO Box 2670
Florence, Arizona 85132
Attention: Town Manager

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five (5) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, telephone or Facsimile number, or the person to receive the Notice, by notifying the other Party as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

13. **Dispute Resolution.** This Agreement shall be deemed to be made under, and shall be construed and enforced exclusively in accordance with, the laws of the State of Arizona now or hereafter in effect, and any suit to enforce any provision of this Agreement or obtain any remedy with respect hereto shall be brought exclusively in the state and federal courts in Maricopa County, Arizona, with each Party hereby irrevocably consenting to the exclusive jurisdiction of said courts.

14. **Waiver.** The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

15. **Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, pandemics, epidemics, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

16. **Assignment and Binding Effect**. Neither Florence nor Florence Emergency Participants may assign their rights or obligations under this Agreement without the prior written consent of Mesa which consent may be granted or denied at Mesa's sole and absolute discretion. Except as otherwise provided in the first sentence of this Section 16, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. **Entire Agreement.** This Agreement contains the entire agreement and understanding among the Parties regarding the subject matter herein and supersedes and replaces all related prior negotiations, agreements and proposed agreements, written or oral. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. This Agreement shall not be amended, modified or supplemented at any time unless in writing.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona.

19. **Severability.** Except for a Party's right to terminate this Agreement pursuant to Section 1.2, if any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in

full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of this Agreement. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law.

20. Attorneys' Fees. The Parties agree that the prevailing Party in any litigation or arbitration arising out of this Agreement may be awarded reasonable attorneys' fees, court costs and other related costs and fees from the other Party.

21. Headings. Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

22. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Recitals Incorporated. The Parties acknowledge that the Recitals to this Agreement are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this Agreement as if fully set forth therein without difference or distinction.

24. Personnel. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the Parties. No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Except as otherwise provided by Sections 7 and 8 of this Agreement, each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

25. E-Verify Laws. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, Florence and Florence Emergency Participants represent and warrant compliance with all applicable federal immigration laws and regulations that relate to their employees. Breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Mesa.

26. Authority to Execute. Subject to Section 1.2 herein and Section 2.1.3 of the TRWC Governance Agreement, the individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such Parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.

27. **Interoperability Agreement**. Florence and the City of Mesa have entered into an Agreement dated July 21, 2014 for Interoperability ("Interoperability Agreement") to address Florence's use of the TRWC Network on an intermittent basis. To the extent that any provisions of this Agreement conflict with the Interoperability Agreement, the provisions of this Agreement shall control over conflicting provisions in the Interoperability Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

CITY OF MESA

By:_____ Date: 03/25/2022

Title: Dale Shaw, TRWC Director

The Town of Florence, Arizona
an Arizona municipal corporation

By:_____ Date: March 25, 2022

Title: Town Manger Lisa Garcia
Interim

ATTEST

By: Patricia Buchanan Date: March 25, 2022

Interim Deputy Town Clerk

APPROVED AS TO FORM:

By:_____ Date: March 25, 2022

Title: Town Attorney

TOPAZ
Detail of Operating and Maintenance
Fiscal Year 2021/ 2022

	Year to Date Through March 31,2022					
Description	**Budget**	**Updated Forecast**	**YTD Forecast***	**YTD Actual**	**$ Var From YTD Forecast Incr/(Decr)**	**% Var Forecast**
Personnel Services	$ 354,883	$ 354,883	$ 232,039	$ 192,327	$ (39,712)	-17%
Insurance Premiums	8,827	8,827	5,885	-	(5,885)	-100%
Temp Services	6,230	6,230	4,153	-	(4,153)	-100%
Leases and Rents - Land	26,271	26,271	17,514	15,688	(1,826)	-10%
Professional Services - Consulting	93,734	93,734	62,489	83,350	20,861	33%
Professional Services - Other-combining legal, consulting	115,134	115,134	76,756	14,654	(62,103)	-81%
Utilities	71,330	71,330	47,553	56,380	8,827	19%
Telephone	3,531	3,531	2,354	1,563	(791)	-34%
Association Dues	-	-	-	-	-	0%
Repairs & Maintenance	32,189	32,189	21,459	19,122	(2,337)	-11%
Equipment Usage (Vehicles)	20,767	20,767	13,845	14,944	1,099	8%
All Other Services	40,000	40,000	26,667	-	(26,667)	-100%
Sub-total Services	418,013	418,013	278,675	207,318	(71,357)	-26%
Motorola Contract	890,824	890,824	593,883	850,011	256,128	43%
Juniper Software	43,000	43,000	28,667	-	(28,667)	-100%
Materials & Parts	30,475	30,475	20,317	2,594	(17,723)	-87%
Non Cap Assets	12,980	12,980	8,653	-	(8,653)	-100%
All Other Commodities	-	-	-	-	-	0%
Sub-total Commodities	977,279	977,279	651,520	852,605	201,085	31%
Subtotal O&M	1,750,175	1,750,175	1,162,234	1,252,249	90,015	8%
Contingency - 1.5% of total O&M	27,380	27,380	18,253	-	(18,253)	-100%
VHF Operations	54,720	54,720	36,480		(36,480)	-100%
Total	$ 1,832,275	$ 1,832,275	$ 1,216,967	$ 1,252,249	$ 35,282	3%

*YTD Forecast represents 8 months of operational costs plus any contractual expenses already incurred (i.e. one time payments such as Insurance Premiums, Land Rental and Motorola Contract).

TOPAZ
Detail of Capital Projects **Year to Date Through March 31, 2022**
Fiscal Year 2021/ 2022

Project	Project ID	Budgeted	YTD Forecast*	YTD Actual	$ Var From YTD Forecast Incr/(Decr)	% Var
Site Expansion #1	CP0091	1,350,000	900,000	350,228	$ (549,772)	-61.09%
TOPAZ Voice Radio Network Upgrade	CN0022	$ -	-	-	$ -	0.00%
Upgrade Shaw Bute & Florence Gardens to P25 Phase II	CP0906	287,406	191,604	-	(191,604)	-100.00%
System-of-Systems Networking	CP0438	-	-	-	-	0.00%
Fire Hazard Zone System Coverage Improvement & Expansion	CP0907	371,700	247,800	38,987	(208,813)	-84.27%
Fire Hazard Zone System Lifecycle Upgrade	LF0465CAP	147,500	98,333	-	(98,333)	-100.00%
Fire Hazard Zone System Simulcast Timing Reference Lifecycle Upgrade	LF0402POM	115,351	76,901	72,113	(4,788)	-6.23%
System-of-Systems	CP0905	-	-	-	-	0.00%
Florence Gardens ISR Site Lifecycle upgrade	LF0224	-	-	-	-	0.00%
Radio & Core Sites Battery Backup Lifecycle Upgrade	LF0266	31,910	21,273	-	(21,273)	-100.00%
Radio Sites Emergency Power Upgrade	LF0226	106,200	70,800	39,867	(30,933)	-43.69%
Communications Building UPS Battery Replacement	LF0228	-	-	-	-	0.00%
Internet Protocol Network Routers & Switches Upgrade	LF0248	-	-	-	-	0.00%
Antenna & Transmission Lines Lifecycle Upgrade	LF0282	-	-	-	-	0.00%
Consulting Services for VHF & 7/800 MHz Coverage Expansion		40,000	26,667	-	(26,667)	-100.00%
Total Capital Projects		$ 2,450,067	$ 1,633,378	$ 501,195	$ (1,132,183)	-69.32%
Capital Assessment to Members						
Mesa	67.55%	1,226,380	817,587	340,646	(476,941)	-58.34%
Gilbert	19.60%	355,841	237,227	97,871	(139,356)	-58.74%
Apache Junction	9.22%	167,391	111,594	45,017	(66,577)	-59.66%
Ft McDowell	2.23%	40,486	26,991	10,372	(16,619)	-61.57%
Superstition Fire & Medical	0.72%	13,072	8,715	3,605	(5,110)	-58.63%
Queen Creek	0.65%	11,801	7,867	3,572	(4,295)	-54.60%
Rio Verde	0.03%	545	363	108	(255)	-70.25%
Total Assessment to Members	100.00%	$ 1,815,516	$ 1,210,344	$ 501,191	$ (709,153)	-58.59%

*YTD Forecast represents 8 months of project costs plus any contractual expenses already incurred (i.e. one time payments).

** The negative variances correspond to the proposed carry over to next year.