# PUBLIC NOTICE Governing Board Regular Board Meeting November 14, 2019, 9:00 a.m.

FBC Williams Community Room - 629 w Grant Ave, Williams AZ 86046

Pursuant to A.R.S. § 38-431.01, notice is hereby given to the Woods Fire District Board of Directors and the general public that the Woods Fire District will hold a Meeting open to the public. The Governing Board of Woods Fire District will meet in **Regular Session**, on **November 14**, **2019 at 9:00 a.m. at FBC Williams**, **629 w Grant Ave**, **Williams AZ 86046**. Members of the Governing Board will attend either in person or telephonically. The Board may vote to go into Executive Session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) for discussion and consultation for legal advice from the District's attorney on matters as set forth in the agenda items. The following topics and any variables thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action.

## **Regular Board Meeting**

- 1. Call to Order
- 2. Roll Call of Board Members / Affirmation of Quorum
- 3. CONSENT AGENDA Items on the consent agenda are of a routine nature or have been previously studied by the Governing Board. Items on the Consent agenda are intended to be acted upon in one motion unless the Board wishes to hear any of the items separately.
  - a. Approval of Reconciliations and Financial Reports September and October 2019
  - b. Approval of Minutes from September 2019
- **4. Current Events** Summaries, Reports, and/or Correspondence– In accordance with A.R.S. 38-431.02(K), the Board shall not propose, discuss, deliberate, or take legal action on any matter in the following summaries:
  - a. Administrative Updates
  - b. Other Items
- 5. New Business / Action Items Public Comment: Public comment/input is welcomed after each agenda item of New Business/Action Items and Unfinished Business. Individual comments are limited to three minutes per individual and must pertain to the specific agenda item.
  - a. Discussion regarding updating IGA with City of Williams.
- **6. Fire Board Comments** Board Member comments are meant to inform and clarify. No actions will be taken. Only Board Members can speak.

### ADJOURN REGULAR BOARD MEETING

### Terryl Warnock, Board Chairman

Posted: On or before November 13, 2019 which is at least 24 hours prior to the meeting and public hearing described above, in compliance with A.R.S. § 38-431.05(B)(4). The complete packet of information from the Board meetings or portions thereof is available from the Administrative Office upon completion of a Public Records Request. The District Administrative Office is accessible to the handicapped. In compliance with the Americans with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through Administrative Offices 928-526-9537 or email at chris@sfmd.org at least twenty-four hours before the meeting.

# **Minutes**

# Governing Board Regular Board Meeting November 14, 2019, 9:00 a.m.

FBC Williams Community Room - 629 w Grant Ave, Williams AZ 86046

## Regular Board Meeting

1. Call to Order 9:03 a.m.

2. Roll Call of Board Members / Affirmation of Quorum

Present: Chairman Warnock, Member Osendorf Administration: Administrative Officer Gioia

Absent: Member Johnson

### 3. CONSENT AGENDA

 Approval of Reconciliations and Financial Reports September and October 2019

Approval of Minutes from September 2019

Fire board reviewed the minutes and financial reports. Chairman Warnock made a motion to accept the consent agenda items as presented. Member Osendorf second.

Vote conducted. Motion Approved

Ayes: Warnock, Osendorf

Naves: None

### 4. Current Events

Administrative Updates
 Administrative Officer Gioia gave the Fire Board the dates for the AFDA conference.

b. Other Items

Administrative Officer asked the Fire Board to check their calendars to see if January 9, 2020 would work for the next board meeting.

## 5. New Business / Action Items

a. Discussion regarding updating IGA with City of Williams. The Fire Board discussed the changes they would like to see in the next IGA with the City of Williams. They listed items like dispatch, response times, EMS services, ISO ratings, and mutual aid with Sherwood Forest FD. Administrative Officer Gioia will invite Chief Schulte and Chief Gaillard to the next board meeting to discuss the items.

### 6. Fire Board Comments-

Chairman Warnock stated that she has been trying to call Tim Pettit with he City of Williams Building Department to make sure that the waterline is still going

through the Woods Fire District. There are several layers of permits and agencies to go through for the hydrants to happen.

ADJOURN REGULAR BOARD MEETING
Chairman Warnock made a motion to adjourn the Fire Board meeting at 10:08
a.m. Member Osendorf second

Vote conducted. Motion Approved

Ayes: Warnock, Osendorf

Nayes: None

Respectfully Submitted

Chris Gioia Administrative Officer

# Wood Fire District Fire Board Meeting

# **Action**

To:

Woods Fire Board

From:

Administration

Date:

November 14, 2019

Title:

Consent Agenda Items

Recommended

Action:

Approve Minutes and Financial Reports

Action Summary:

Approve Minutes from September 19, 2019;

Approve Financial Reports for September and October 2019

Financial Impacts:

Monthly accountability for finances

Relation to Goals:

\*Minutes - N/A

\*Improve and account for the resources of the District

Key Considerations:

District is 33%% through the 2019/2020 fiscal year. Income is at

54.24% and expenses are at 49.69%.

Additional Info:

Attachments:

Last Board Meeting Minutes

County Warrant Account Capital Fund Account **Board Report** 

# Woods Fire District Board Report July through October 2019

	October, 2019		2	
	Jul - Oct 19	Budget	\$ Over Budget	% of Budget
Income			33% of Fis	cal Year
1100 Accounts Receivable				
1101Property Tax	3,705.97	7,066.00	-3,360.03	52.45%
1102 FDAT	566.32	1,000.00	-433.68	56.63%
1103 Delinquent Tax	0.00	0.00	0.00	0.0%
Total 1100 Accounts Receivable	4,272.29	8,066.00	-3,793.71	52.97%
1300 Misc Income				
1302 Interest	102.70	0.00	102.70	100.0%
Total 1300 Misc Income	102.70	0.00	102.70	100.0%
Total Income	4,374.99	8,066.00	-3,691.01	54.24%
Expense				
2500 Professional Services				
2501 IGA For Fire Service	3,900.00	3,750.00	150.00	104.0%
2505 County Fees	0.00	1,500.00	-1,500.00	0.0%
2510 IGA Admin Services	2,700.00	3,600.00	-900.00	75.0%
2515 Audit Services	0.00	2,500.00	-2,500.00	0.0%
2520 Insurance	1,028.00	1,000.00	28.00	102.8%
2525 Other Professional Service	0.00	200.00	-200.00	0.0%
<b>Total 2500 Professional Services</b>	7,628.00	12,550.00	-4,922.00	60.78%
3000 Materials and Supplies				
3010 Office Supplies	0.00	100.00	-100.00	0.0%
Total 3000 Materials and Supplies	0.00	100.00	-100.00	0.0%
4000 Business Expenses				
4010 Travel Meals	0.00	700.00	-700.00	0.0%
4015 Lodging	0.00	900.00	-900.00	0.0%
4020 Registration and Dues	0.00	800.00	-800.00	0.0%
4025 Other Business Expenses	0.00	300.00	-300.00	0.0%
Total 4000 Business Expenses	0.00	2,700.00	-2,700.00	0.0%
Total Expense	7,628.00	15,350.00	-7,722.00	49.69%

Captial Fund 15005.62



# Reconciliation Summary **Woods Fire District**

11:49 AM 10/24/19

County Account, Period Ending 09/30/2019

Cleared Transactions Checks and Payments - 1 item Deposits and Credits - 3 items Beginning Balance

**Total Cleared Transactions** Cleared Balance

Register Balance as of 09/30/2019 **Ending Balance** 

Sep 30, 19	
	17,374.62
-15,000.00	
-14,869.97	
	2,504.65
	2,504.65
	2,504.65

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# Woods Fire District

11:49 AM 10/24/19

Reconciliation Detail County Account, Period Ending 09/30/2019

Balance	17,374.62	-15,000.00	23.83 109.85 130.03	130.03	-14,869.97	2,504.65	2,504.65	2,504.65
Amount	-15,000.00	-15,000.00	23.83 86.02 20.18	130.03	-14,869.97	-14,869.97	-14,869.97	-14,869.97
ਹੋ	×		×××					
Name								
Num	u e		SE					
Date	action d Payn	Total Checks and Payments	Deposits and Credits - 3 items 09/15/2019 09/15/2019 09/30/2019	Total Deposits and Credits	Total Cleared Transactions		as of 09/30/2019	
Type	Beginning Balance Cleared Transactions Checks and Payme	78	Deposit Deposit		Total Cleare	Cleared Balance	Register Balance as of 09/30/2019	Ending Balance



# Fund Balance Detail Report

Woods Fire District Fund Range: 301700-301799 Date Range: 9/1/2019 - 9/30/2019 Account	Debits	Credits	Ending Balance
301700-11000 - Cash with Treasurer			\$2,504.65
	\$130.03	(\$15,000.00)	VEC 20 1097
301700-29000 - Fund Balance (\$24,863.14)			(\$24,003.14)
301700-29050 - Warrants-Outstanding			
301700-31012 - OLD FDAT SOURCE CODE			\$15,000,00
301700-33001 - Deposits-Misc 09/13/2019 JE 16013 / WOODS FD TRANS PER BOARD APPROVAL DATED	\$15,000.00		00000
Denosits-Misc Totals	\$15,000.00	\$0.00	
/estm		(\$20.18)	(\$91.81)
09/06/2019 journal fund interest allocation - 08/01/2019 to 08/31/2019		(21.224)	
Investment Interest Totals	\$0.00	(\$20.18)	
301700-33101 - Line of Credit-Advance			(00 37 70)
301700-33303 - Property Tax-Current (\$59.06)		100000	(\$145.00)
09/10/2019 distribution		(\$56.07)	
09/13/2019 distribution		(978.93)	
Property Tax-Current Totals	\$0.00	(\$86.02)	
301700-33304 - Property Tax-Delinquent			- (09 (04)
301700-33333 - Disbursements-FDAT (\$8.79)		101 101	(\$27.07)
		(\$1.18)	
09/30/2019 fund collection		(955.00)	
Disbursements-FDAT Totals	\$0.00	(\$23.83)	
301700-70000 - Expense Transfer			
301700-70001 - Wire Out			£7 678 00
301700-78001 - Warrants-Redeemed \$7,628.00			00.020,74
301700-78002 - Disbursements-Miscellaneous			
301700-78007 - Tax Abatements			
301700-78100 - Line of Credit-Interest Payment			
301700-78101 - Line of Credit-Principal Payment			ı
301700-78475 - Trustee Fee			•
301700-79999 - Warrant Clearing			\$15 000 00
301701-11000 - Cash with Treasurer			>>:>>>(>) >



# Fund Balance Detail Report

Cash with Treasurer Totals	\$15,000.00	\$0.00	
301701-29000 - Fund Balance			,
301701-33001 - Deposits-Misc			, 000 000
301701-70000 - Expense Transfer			(00.000,614)
09/13/2019 JE 16013 / WOODS FD TRANS PER BOARD APPROVAL DATED 7/18/19 / bromero	College de	(\$15,000.00)	
Expense Transfer Totals	\$0.00	(\$15,000.00)	
301701-70001 - Wire Out			ţ



# Fund Balance Summary Report

Woods Fire District Fund Range: 301700-301799 Account	Date Range: 9/1/2019 - 9/30/2019 Beginning Balance	Debits	Credits	Ending Balance
301700-11000 - Cash with Treasurer	\$17,374.62	\$130.03	(\$15,000,00)	\$2,504.65
301700-29000 - Fund Balance	(\$24,863.14)	) )		(\$24,863.14)
301700-29050 - Warrants-Outstanding				1
301700-31012 - OLD FDAT SOURCE CODE	ì			1 00 00
301700-33001 - Deposits-Misc		918 000 00	000\$	\$15,000.00
Deposits-Misc Totals 301700-33002 - Invastment Interest	(\$71.63)	9		(\$91.81)
Investment Interest Totals		\$0.00	(\$20.18)	
301700-33101 - Line of Credit-Advance	1			•
301700-33303 - Property Tax-Current	(\$59.06)			(\$145.08)
Property Tax-Current Totals		\$0.00	(\$86.02)	
301700-33304 - Property Tax-Delinquent				i
301700-33333 - Disbursements-FDAT	(\$8.79)			(\$32.62)
Disbursements-FDAT Totals		\$0.00	(\$23.83)	
301700-70000 - Expense Transfer				•
301700-70001 - Wire Out	ī			1
301700-78001 - Warrants-Redeemed	\$7,628.00			\$7,628.00
301700-78002 - Disbursements-Miscellaneous	•			
301700-78007 - Tax Abatements	1			•
301700-78100 - Line of Credit-Interest Payment	ī			1
301700-78101 - Line of Credit-Principal Payment	•			•
301700-78475 - Trustee Fee	•			1
301700-79999 - Warrant Clearing				•
301701-11000 - Cash with Treasurer	•			\$15,000.00
Cash with Treasurer Totals		\$15,000.00	\$0.00	
301701-29000 - Fund Balance				
301701-33001 - Deposits-Misc	•			0.1
301701-70000 - Expense Transfer				(\$15,000.00)
Expense Transfer Totals		\$0.00	(\$15,000.00)	
301701-70001 - Wire Out				•

11:51 AM 10/24/19

# Woods Fire District Reconciliation Detail

Capital Fund, Period Ending 09/30/2019

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance	•					0.00
Cleared Tran	sactions					
Deposits	and Credits - 1 ite	em				
Transfer	10/11/2019			X	15,000.00	15,000.00
Total Depo	osits and Credits			_	15,000.00	15,000.00
Total Cleared	Transactions			_	15,000.00	15,000.00
Cleared Balance				_	15,000.00	15,000.00
Register Balance as	of 09/30/2019			-	15,000.00	15,000.00
Ending Balance					15,000.00	15,000.00

Balanced	Oct 24, 2019cg
Board Approv	

Date:

Signature:

11:51 AM 10/24/19

# **Woods Fire District** Reconciliation Summary Capital Fund, Period Ending 09/30/2019

	Sep 30, 19	
Beginning Balance Cleared Transactions		0.00
Deposits and Credits - 1 item	15,000.00	
Total Cleared Transactions	15,000.00	
Cleared Balance		15,000.00
Register Balance as of 09/30/2019		15,000.00
Ending Balance		15,000.00



# **Fund Balance Summary Report**

	(\$15,000.00)	\$0.00		301701-70000 - Expense Transfer Expense Transfer Totals 301701-70001 - Wire Out
(\$15,000,00)				301701-29000 - Fund Balance 301701-33001 - Deposits-Misc
		\$15,000.00	ī	Cash with Treasurer Totals
\$10,000.00	\$0.00	*15 000 00		301701-11000 - Cash with Treasurer
\$15 000 00				301700-79999 - Warrant Clearing
. 1	?	0210		301700-78475 Trustee Fee
. 1		/ 4//M	10210	301700-78101 - Lipe of Credit-Principal Payment
			>	301700-78007 - Line of Credit-Interest Payment
ï	•			301700-78002 - Disbursements-Misceleneous
/			\$7,628.00	301700-78001 - Warrants-Redeemed
\$7,628.00				301700-70001 - Wire Out
	/		\	301700-70000 - Expense Transfer
ı	T-0.00)	\$0.00	\	Disbursements-FDAT Totals
(*)	(\$23.83)	200	(\$8.79)	301700-33333 - Disbursements-FDAT
(\$32.62)	/			301700-33304 - Property Tax-Delinquent
1	(\$00.02)		\	Property Tax-Current Totals
(#170.00)	(*96 02)		(\$59.06)	301700-33303 - Property Tax-Current
(\$145.08)				301700-33101 - Line of Credit-Advance
1	(\$20.10)	\$0.00	/	Investment Interest Totals
(\$31.01)	(8) 003)		(\$71.63)	301700-33002 - Investment Interest
(\$01.81)	SUL	\$15,000.00	/	Deposits-Misc Totals
\$15,000.00			/	301700-33001 - Deposits-Misc
\$15,000,00			/	301700-31012 - OLD FDAT SOURCE CODE
			/	301700-29050 - Warrants-Outstanding
(#24,000:14)			(\$24,863.14)	301700-29000 - Fund Balance
(\$24.863.14)	(\$15,000.00)	\$130.03		Cash with Treasurer Totals
\$2,504.65	(*15 000 00)		\$17,374.62	301700-11000 - Cash with Treasurer
Ending Balance	Credits	Debits	ł .	Account
			39 Date Range: 9/1/2019 - 9/30/2019	- 1

3:34 PM 11/07/19

# Woods Fire District Reconciliation Summary

County Account, Period Ending 10/31/2019

	Oct 31, 19	
Beginning Balance Cleared Transactions	4	2,504.65
Deposits and Credits - 3 items	4,099.86	
<b>Total Cleared Transactions</b>	4,099.86	
Cleared Balance		6,604.51
Register Balance as of 10/31/2019		6,604.51
Ending Balance		6,604.51

Balanced Mov 7, 2019cg

Date:

Signature:

3:34 PM 11/07/19

# Woods Fire District Reconciliation Detail

County Account, Period Ending 10/31/2019

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balar	nce					2,504.65
	ansactions					
Deposi	ts and Credits - 3 ite	ems			500.70	533.70
Deposit	10/15/2019			X	533.70	
Deposit	10/15/2019			X	3,560.89	4,094.59
Deposit	10/31/2019			X	5.27	4,099.86
Total D	eposits and Credits				4,099.86	4,099.8
	red Transactions			-	4,099.86	4,099.86
Cleared Balance					4,099.86	6,604.5
	e as of 10/31/2019				4,099.86	6,604.5
Ending Balance				-	4,099.86	6,604.5



# **Fund Balance Detail Report**

\$19  Debits Credits Ending  \$4,099.86 \$0.00 (\$2.27)  \$0.00 (\$5.27)  \$0.00 (\$5.27)  \$149.74)  \$244.23)  \$244.23)  \$244.23)  \$244.23)  \$259.89)  \$244.23)  \$259.89)  \$244.23)  \$259.89)  \$378.60)  \$39.93)  \$21.34)  \$315.27)  \$315.28)  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39  \$316.2.39	(4000.04)	(\$1.69)		301700-33333 - Disbursements-FDAT (\$32.62) 10/31/2019 fund collection	301700-33333 - Dis
Fund Range: 301700-301799         Date Range: 101/12019 - 101/12019         Debits         Credits         Ending           a with Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$3           saurer Totals         (\$24,863.14)         \$4,099.86         \$0.00         \$2           Balance         (\$24,863.14)         \$15,000.00         \$1         \$2           FIDAT SOURCE CODE         \$15,000.00         \$15,000.00         \$1         \$2           stment Interest costs and cost on - 09/01/2019 to 09/30/2019         \$0.00         \$5.27)         \$5.27)           terest Totals         (\$91.81)         \$30.00         \$5.27)         \$30.00         \$5.27)           terest Totals         \$145.08)         \$145.08)         \$30.00         \$5.27)         \$30.00         \$3.27)         \$30.00         \$3.24.23)         \$30.00         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.22.25)         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.24.23)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.22.25)         \$3.	(esee 32)				301700-33304 - Pro
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           swith Treasurer         \$2,504.85         \$4,099.86         \$0.00         \$1.25           surper Totals         \$2,504.85         \$4,099.86         \$0.00         \$1.25           stablance         \$15,000.00         \$1.27         \$1.27         \$1.27           FDAT SOURCE CODE         \$15,000.00         \$5.27         \$1.27	ı,	(\$3,560.89)	\$0.00	ax-Current Totals	Property Ta
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           1 with Treasurer         \$2,504.65         \$4,099.85         \$0.00         \$1.50         \$4.099.85         \$0.00         \$1.50		(4500:10)			10/31/2019
Fund Range: 301700-301799         Date Range: 101/12019 - 10/31/2019         Debits         Credits         Ending           a vwith Treasurer 10als         \$2,504.65         \$4,099.86         \$0.00         \$5.00           surer Totals         \$2,504.65         \$4,099.86         \$0.00         \$5.00           surer Totals         \$15,000.00         \$5.00         <		(\$256.13)			10/29/2019
Fund Range: 301700-301799         Date Range: 101/12019 - 10/31/2019         Debits         Credits         Ending           I vilth Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$3           I Balance         rants-Outstanding         -         -         -           FDAT SOURCE CODE         \$15,000.00         \$5.000.00         \$5.000.00         \$5.000.00           stment Interest         \$0.000 (\$9.00/12019 to 09/30/2019)         \$0.000 (\$5.27)         \$5.000.00 <td< td=""><td></td><td>(\$161.73)</td><td></td><td></td><td>10/28/2019</td></td<>		(\$161.73)			10/28/2019
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           1 with Treasurer Stallocation - 10/301/2019         \$2,504.65         \$4,099.96         \$0.00         \$5.27           2 start Source Code         \$15,000.00         \$15,000.00         \$1.500.00         <		(\$771.60)			10/25/2019
Fund Range: 301700-301799         Date Range: 101/12019 - 10/31/2019         Debits         Credits         Ending           1 with Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$3           1 Balance         \$24,863.14)         ***         \$4,099.86         \$0.00         \$5           1 Balance         ***         \$2,504.65         \$4,099.86         \$0.00         \$5           1 Balance         ***         ***         ***         ***         \$0.00         \$2           1 Balance         ***         ***         ***         ***         \$0.00         \$2         \$0.00         \$2         \$0.00         \$0<		(\$30.27)			10/24/2019
Fund Range: 301700-301739         Date Range: 101/12019 - 10/31/2019         Debits         Credits         Ending           Beginning Balance         \$2.504.65         \$4,099.86         \$0.00         \$3.00           surer Totals         \$24,863.14)         \$4,099.86         \$0.00         \$5.00           FDAT SOURCE CODE         \$15,000.00         \$15.000.00         \$5.00         \$5.27)           stresh Interest         \$0.00         \$5.27)         \$5.00         \$5.27)           terest Totals         \$0.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.27)         \$5.00         \$5.24         \$5.27)         \$5.24         \$5.27)         \$5.24         \$5.27)         \$5.24         \$		(\$231.34)			10/23/2019
Fund Range: 301700-301799         Date Range: 101/12019 - 10/31/2019         Debits         Credits         Ending           hwith Treasurer         \$2.504.65         \$4,099.86         \$0.00         \$3           saurer Totals         (\$24,863.14)         \$4,099.86         \$0.00         \$5           Balance		(\$152.40)			10/22/2019
Fund Range: 301700-301799         Date Range: 101/1/2019 - 10/31/2019         Debits         Credits         Ending           Beginning Balance         \$2,504.65         \$4,099.86         \$0.00         \$           I with Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$           I Balance         \$15,000.00         \$524,863.14)         \$15,000.00		(\$153.13)			10/21/2019
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           with Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$           swith Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$           rants-Outstanding FDAT SOURCE CODE         \$15,000.00         \$5.27)         \$5.27)         \$5.27)           stment Interest Source CODE         \$9.00         \$5.27)         \$5.27)         \$5.27)           pormal fund interest allocation - 09/01/2019 to 09/30/2019         \$0.00         \$5.27)         \$5.27)           perty Tax-Current distribution		(\$223.20)			10/18/2019
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           ### Treasurer 10als         \$2,504.65         \$4,099.86         \$0.00         \$3           ### Super Totals         \$24,863.14)         \$4,099.86         \$0.00         \$5           ### FDAT SOURCE CODE         \$15,000.00         \$15,000.00         \$15,000.00         \$5           ### Super Totals         \$0.00         \$5.27)         \$5           ** pour al fund interest allocation - 09/01/2019 to 09/30/2019         \$0.00         \$5.27)         \$5           terest Totals         \$0.00         \$5.27)         \$6         \$6.27)         \$6           ### Super Totals         \$0.00         \$5.27)         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6         \$6.27)         \$6         \$6.27)         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6         \$6		(\$20.02)			10/17/2019
Fund Range: 301700-301799         Date Range: 101/I2019 - 10/31/2019         Debits         Credits         Ending           with Treasurer vitals         \$2,504.65         \$4,099.86         \$0.00         \$5.25           Balance surer rotals         \$24,863.14)         \$4,099.86         \$0.00         \$5.25           Balance rotals surer rotals         \$15,000.00         \$5.27         \$1.25         \$1.25           FDAT SOURCE CODE street Interest interest interest allocation - 09/01/2019 to 09/30/2019         \$0.00         \$5.27         \$5.27           terest Totals of Credit-Advance distribution (\$98.09)         \$145.08)         \$		(\$39.90)			10/16/2019
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           with Treasurer         \$2,504.65         \$4,099.86         \$0.00         \$3           asurer Totals         (\$24,863.14)         \$4,099.86         \$0.00         \$5           FDAT SOURCE CODE         \$15,000.00         \$15,000.00         \$1         \$1           stment Interest iournal fund interest allocation - 09/01/2019 to 09/30/2019         \$0.00         \$5.27)         \$5           terest Totals         \$0.00         \$5.27)         \$6         \$40.90)         \$6           of Credit-Advance distribution (\$244.23)         \$40.90)         \$6.27         \$6.00         \$6.27         \$6.27         \$6.29.93         \$6		(\$30.03)			10/15/2019
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           1 with Treasurer 1 viting Salance         \$2,504.65         \$4,099.86         \$0.00         \$1           3 surer Totals         \$24,863.14         \$4,099.86         \$0.00         \$2           4 Balance 2 rants-Outstanding 3 rants-Outstanding 3 rants-Outstanding 3 rants-Outstanding 4 rants 3 rant		(\$378.60)			10/14/2019
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           a vith Treasurer 1 vith Treasurer 1 vith Treasurer 1 vith Treasurer 2 surer Totals         \$2,504.65         \$4,099.86         \$0.00         \$9.00         \$2.504.65         \$4,099.86         \$0.00         \$9.00		(\$59.89)			10/11/2019
Fund Range: 301700-301799		(\$244.23)			10/10/2019
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/3/1/2019  Beginning Balance  \$2,504.65 \$4,099.86 \$0.00 \$24,863.14)  Balance  FDAT SOURCE CODE  strment Interest journal fund interest allocation - 09/01/2019 to 09/30/2019  terest Totals  of Credits Ending  \$2,504.65 \$4,099.86 \$0.00 \$2.  \$15,000.00 \$91.81) \$15,000.00 \$91.81) \$0.00 \$\$5.27)  terest Totals  of Credit-Advance  of Credit-Advance  erry Tax-Current distribution distribution (\$98.09) (\$98.09)		(\$149.74)			10/09/2019
Fund Range: 301700-301799		(\$30.03)			10/07/2019
Fund Range: 301700-301799		(\$0.80%)			10/02/2019
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/31/2019  Beginning Balance \$2,504.65 \$4,099.86 \$0.00 \$2.504.65 \$4,099.86 \$0.00 \$2.504.65 \$4,099.86 \$0.00 \$2.504.65 \$1.500.00 \$2.500.0		(\$40 90)			301700-33303 - Pro
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Ending           1 with Treasurer asurer Totals         \$2,504.65         \$4,099.86         \$0.00         \$2.504.65         \$0.00         \$2.504.65         \$0.00         \$0.00         \$2.504.65         \$0.00         <	(\$3,705.97)			й	301700-33101 - Line
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/31/2019  Beginning Balance	•	(\$5.27)	\$0.00	Interest Totals	Investment I
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/31/2019  Beginning Balance		(en 37)			1010111010
Fund Range: 301700-301799		(\$5.27)		interest allocation - 09/01/2019 to 09/30/2019	10/04/2019
Fund Range: 301700-301799	(00.16¢)			erest	301700-33002 - Inve
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         Endir           n with Treasurer asurer Totals         \$2,504.65         \$4,099.86         \$0.00         \$0.00         \$1 Balance         \$24,863.14         \$4,099.86         \$0.00         \$0.00         \$1 Salance         \$24,863.14         \$24,863.14         \$3.00         \$3.0	\$0,000;00 \$10,000;00			€ 1	301700-33001 - Dep
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         End           Beginning Balance         \$2,504.65         \$4,099.86         \$0.00           Balance         (\$24,863.14)         \$4,099.86         \$0.00	\$15,000,00				301700-31012 - OLI
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         End           Beginning Balance         \$2,504.65         \$4,099.86         \$0.00           Balance         (\$24,863.14)         \$4,099.86         \$0.00	1			arrants-Outstanding	301700-29050 - Wai
Fund Range: 301700-301799         Date Range: 10/1/2019 - 10/31/2019         Debits         Credits         End           Beginning Balance         \$2,504.65         \$4,099.86         \$0.00					301700-29000 - Fun
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/31/2019 Debits Credits  Beginning Balance Debits Credits  with Treasurer \$2,504.65	(\$24.863.14)		\$4,088.00		Cash with Tre
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/31/2019  Beginning Balance Debits Credits	\$6,604.51	<b>\$</b> 0 00	24 000 86		301700-11000 - Cas
Fund Range: 301700-301799 Date Range: 10/1/2019 - 10/31/2019		Ciedies	Depits	Beginning Balance	Account
	Ending Balance	Cradita		Fund Range: 301700-301799	<b>Woods Fire District</b>



# **Fund Balance Detail Report**

\$0.00 (\$5.62)  spense Transfer  (\$15,000.00)	301701-29000 - Fund Balance 301701-33001 - Deposits-Misc 301701-33002 - Investment Interest 10/04/2019 journal fund interest allocation - 09/01/2019 to 09/30/2019	ing - asurer \$15,000.00 \$5.62 \$0.00	301700-78002 - Disbursements-Miscellaneous 301700-78007 - Tax Abatements 301700-78100 - Line of Credit-Interest Payment 301700-78101 - Line of Credit-Principal Payment		10/31/2019 fund collection (\$1.16) 10/31/2019 fund collection \$0.00 (\$533.70)
(\$15,000.00)	(\$5.62)	\$15,005.62 -	r i r i i	\$7,628.00	



# **Fund Balance Summary Report**

(\$5.62) (\$15,000.00)	(\$5.62)	\$0.00	(\$15,000.00)	301701-33001 - Deposits-Misc 301701-33002 - Investment Interest Investment Interest Totals 301701-70000 - Expense Transfer 301701-70001 - Wire Out
\$15,005.62 -	\$0.00	\$5.62	\$15,000.00	301700-78475 - Trustee Fee 301700-79999 - Warrant Clearing 301701-11000 - Cash with Treasurer Cash with Treasurer Totals 301701-29000 - Fund Balance
				301700-78002 - Disbursements-Miscellaneous 301700-78007 - Tax Abatements 301700-78100 - Line of Credit-Interest Payment 301700-78101 - Line of Credit-Principal Payment
\$7,628.00 -			- - \$7,628.00	301700-70000 - Expense Transfer 301700-70001 - Wire Out 301700-78001 - Warrants-Redeemed
(\$566.32)	(\$533.70)	\$0.00	(\$32.62)	301700-33304 - Property Tax-Delinquent 301700-33333 - Disbursements-FDAT
(\$3,705.97)	(\$3,560.89)	\$0.00	(\$145.08)	Investment Interest Totals 301700-33101 - Line of Credit-Advance 301700-33303 - Property Tax-Current
\$15,000.00 (\$97.08)	(\$5.27)	\$0.00	\$15,000.00 (\$91.81)	301700-29050 - Warrants-Outstanding 301700-31012 - OLD FDAT SOURCE CODE 301700-33001 - Deposits-Misc 301700-33002 - Investment Interest
\$6,604.51 (\$24,863.14)	\$0.00	\$4,099.86	\$2,504.65 (\$24,863.14)	301700-11000 - Cash with Treasurer Cash with Treasurer Totals 301700-29000 - Fund Balance
Ending Balance	Credits	9 Debits	Date Range: 10/1/2019 - 10/31/2019 Beginning Balance	Woods Fire District Fund Range: 301700-301799 Account

3:37 PM 11/07/19

# **Woods Fire District** Reconciliation Summary Capital Fund, Period Ending 10/31/2019

	Oct 31, 19
Beginning Balance Cleared Transactions	15,000.00
Deposits and Credits - 1 item	5.62
Total Cleared Transactions	5.62
Cleared Balance	15,005.62
Register Balance as of 10/31/2019	15,005.62
Ending Ralance	15 005 62

Balanced	400	7,2019
Board Approv	ved	
Date:		
Signature:		

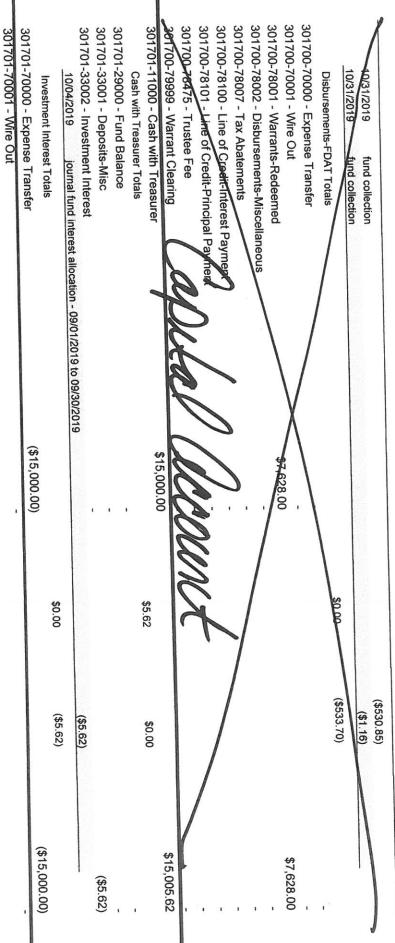
# Woods Fire District Reconciliation Detail

Capital Fund, Period Ending 10/31/2019

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balan	ce					15,000.00
Cleared Tra	ansactions					
Deposits	s and Credits - 1 ite	em				
Deposit	10/31/2019			X	5.62	5.62
Total De	posits and Credits			_	5.62	5.62
Total Cleare	ed Transactions			_	5.62	5.62
Cleared Balance				_	5.62	15,005.62
Register Balance	as of 10/31/2019			_	5.62	15,005.62
Ending Balance					5.62	15,005.62



# **Fund Balance Detail Report**



TO THE PARTY OF TH

AIRIZZONA FIRRE (https://azfiredistricts.org/)
DISTRICT ASSOCIATION

PO Box 6778 | Chandler, AZ 85246 AFDA Phone Number: 480.496.4331 Fax: 1.480.447.3303 # Home (https://azfiredistricts.org) » Blog (https://azfiredistricts.org/blog/) » Conferences (https://azfiredistricts.org/conferences/)

# CONFERENCES

human resources, liability, fire protection, safety, etc. Continuing education opportunities are also available based on individual certification requirements. These conferences are personnel. AFDA conferences bring together national and state decision makers and experts on all facets of emergency service, from leadership and management to operations. AFDA sponsors two premier conferences and exhibitions a year which provide information and educational opportunities for member Districts' staff, Board of Directors, and These conferences provide educational opportunities in all areas of Fire District administration and governance with instruction on topics such as legal or financial issues, held at various locations throughout the state. AFDA members receive a registration discount for all educational conferences.

# AFDA Fire District Winter Training Conference

January 16-18, 2020 Aquarius Resort Laughlin, NV Registration for sponsorship levels is now open!

=gvxyjp4ab.0.0.y8qcwdrab.0&id=preview&r=3&p=https%3A%2F%2Ffiles.constantcontact.com%2F87341674401%2F7ee80b97-7ab7-4be6-8f39-febb63e9abf9.pdf) AFDA 2020 Sponsorship Opportunities (http://r20.rs6.net/tn.jsp?

Exhibitor Registration (http://r20.rs6.net/tn.jsp?

t=gvxyjp4ab.0.0.y8qcwdrab.0&id=preview&r=3&p=https%3A%2F%2Fwww.eiseverywhere.com%2Fehome%2F482730%2F971205%2F%3F%26t%3Da7c1e17f2bd7ebc5b96e121463c77e56) You can find all conference details on the registration website (http://r20.rs6.net/tn.jsp?

Attendees

t=gvxyjp4ab.0.0.y8qcwdrab.0&id=preview&r=3&p=https%3A%2F%2Fwww.eiseverywhere.com%2Fehome%2F482730%2F971205%2F%3F%26t%3Da7c1e17f2bd7ebc5b96e121463c77e56)

Registration for conference attendees will open at the start of November. More details to come.

Conference Hotel Information

Aquarius Casino Resort 1900 S Casino Dr, Laughlin, NV 89029 www.aquariuscasinoresort.com ASK FOR GROUP CODE GRAFDA WHEN BOOKING ROOM RATES

\$42.00 Sunday - Thursday / \$72.00 Friday-Saturday

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## **Minutes**

# Governing Board Regular Board Meeting September 19, 2019, 9:00 a.m.

FBC Williams Community Room - 629 w Grant Ave, Williams AZ 86046

## **Regular Board Meeting**

- 1. Call to Order 9:07 a.m.
- 2. Roll Call of Board Members / Affirmation of Quorum Present Chairman Warnock and Member Johnson Administration: Administrative Officer Gioia

Public: Michael Osendorf

 Review discuss and possible action on appointing new board member to fill the remaining term of the vacant seat to December 2022. Oath of office to be administered. The Board may choose to go into Executive Session per ARS 38-431.1(A)3

Fire Board discussed appointing Michael Osendorf to the Woods Fire Board. Chairman Warnock made a motion to appoint Michael Osendorf to the Woods Fire Board effective immediately to fill the remaining term of the vacant seat with his term ending December 2022, Member Johnson second the motion

Vote conducted. Motion Approved

Ayes: Warnock, Johnson

Naves: None

Chairman Warnock gave the Oath of Office to Michael Osendorf and welcomed him to the Woods Fire Board.

### 4. CONSENT AGENDA

- a. Approval of Reconciliations and Financial Reports July and August 2019
- a. Approval of Minutes from July 18, 2019

Fire Board reviewed the minutes and financial reports. Chairman Warnock made a motion to accept the consent agenda items as presented. Member Johnson second the motion.

Vote conducted. Motion Approved Ayes: Warnock, Johnson, Osendorf

Naves: None

## 5. Current Events

a. Administrative Updates Administrative Officer Gioia informed the Fire Board about the upcoming AFDA conference and the process that will take place for registration.

Administrative Officer Gioia informed the Fire Board that their Capital Account has been established with the County Treasurers Office as of September and will start showing up at their next Board meeting in the financials.

Administrative Officer Gioia also told the board that she had talked to Chief Marx from Sherwood Forest Estates Fire District and discussed the direction that the Woods Fire Board had decided on.

### 6. New Business / Action Items

 Discussion regarding letter to Forest Service, hydrants and future of Woods Fire Board.

Chairman Warnock updated the Fire Board on the pipeline and hydrants. She had a discussion with Tim Pettit, Director of Public Works for City of Williams. City of Williams intent is to put a hydrant every 500 feet in the Woods community. They are working with Coconino County to see if this is going to be possible. Administrative Officer Gioia stated that she will discuss next moves with Chief Gaillard and see how to move forward.

### 7. FIRE BOARD COMMENTS-

Chairman Warnock stated that there is a new sign on the community sign going into the community, that referenced a new Facebook page for the community. She stated that maybe the Fire District to get information out on that page.

Member Johnson stated that he had talked to Chairman Speirs from Sherwood Forest Estates Fire District and they discussed helping out Woods Fire District.

### ADJOURN REGULAR BOARD MEETING

Member Johnson made a motion to adjourn the Fire Board meeting at 9:50 a.m. Chairman Warnock second the motion.

Vote Conducted: Motion Carried to adjourn at 9:50 a.m.

Ayes: Warnock, Johnson, Osendorf

Nays: None

Respectfully Submitted

Chris Gioia Administrative Officer

## INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICES

By and Between
CITY OF WILLIAMS, ARIZONA,
An Arizona municipal corporation,
-andWOODS FIRE DISTRICT,
A political subdivision of the State of Arizona

THIS AGREEMENT (the "Agreement") is made this 9th day of June, 2018, by and between the City of Williams, Arizona, an Arizona municipal corporation, (the "City") and Woods Fire District, a political subdivision of the State of Arizona, formed pursuant to Title 48 of the Arizona Revised Statutes ("A.R.S.") for the benefit of the residents in an unincorporated area near Williams, Arizona (the "District").

WHEREAS, the District has been formed to provide and/or procure fire protection services to the residents of the District; and

WHEREAS, the District does not presently maintain its own operations to provide fire protection services; and

WHEREAS, the City does maintain an operation that provides fire protection services; and

WHEREAS, the District desires the assistance of the City in providing fire protection services to residents of the District in case of emergencies; and

WHEREAS, the parties to this Agreement are authorized to enter into such an arrangement, pursuant to A.R.S. § 11-952 and A.S.§ 48-805(B)(7).

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOW:

- 1. <u>Purpose.</u> The City will provide emergency fire services to the District subject to and under the terms of this Agreement.
- Existing Services. The District agrees and acknowledges that this Agreement shall not
  affect the standard of care owed or exercised by the City to its residents and within the
  City limits of Williams, Arizona in providing emergency and fire protections services.
- 3. <u>Term.</u> The term of this Agreement shall commence on the date the District delivers proof of insurance as required under paragraph 9 hereof and end on June 30, 2023, provided, however, that either party shall have the right to terminate this Agreement at any time upon sixty (60) days prior written notice to the other. In the event the District



breaches this Agreement or fails to provide the requisite insurance, the City shall have the right to cancel this Agreement immediately upon notice to the District.

- 4. <u>City's Response</u>. The City shall provide as a Standard Response to each fire suppression emergency call from the District:
  - a. One Engine Company
  - b. One Command Officer
  - c. One Tanker Truck

The City, however, may respond with fewer units and less personnel on the occurrence of another fire, other emergencies, reduction in force, road closures, weather conditions or other situations resulting in a shortage of personnel or equipment. It is specifically understood that if the City's Fire Department units are tied up in response in other fire suppression emergency(ies), the City is only required to make reasonable efforts to respond to a call from or on behalf of the District.

- 5. Acknowledgment by District. All personnel and equipment responding to the District emergency shall be under the command of the City and its senior Fire Department officer. Further, the District acknowledges that response times to a call from the District are subject to variations due to existing weather conditions, travel distance, travel conditions, proper identification of the location of the property, access to the place of the fire, water availability, personnel availability and other factors.
- 6. Obligations of District. The District shall provide the City with current routing information to all properties and residences and the District shall be responsible for adequate marking of streets, roads and residences within the District. The District acknowledges that in any fire suppression emergency, the City's response thereto is limited by adequate access to the scene of the emergency, the City's availability of water, equipment turn-rounds, availability of personnel, and support for the City's equipment.
- 7. <u>Limitation of Services</u>. It is expressly understood and agreed by the District that emergency medical services, other than those directly related to the fire suppression event, shall not be provide to the District under this Agreement.
- 8. <u>Payment.</u> The District shall pay the City each year according to the schedule set forth below:
  - a. Annual Fees

7.01.18	\$3,750.00
7.01.19	\$3,900.00
7.01.20	\$4,050.00
7.01.21	\$4,200.00
7.01.22	\$4,350.00

- Excess Service Fees. The City may bill the District for the actual cost of the following services;
  - Any Response requiring personnel, equipment, or water in excess of the Standard Response described in paragraph 4.
  - ii. Any Response in excess of 5 responses per year (July 1 to June 30).
- 9. <u>Insurance.</u> The District shall promptly, before the effective date of this Agreement, secure general liability, management liability and non-owned auto liability coverage and keep the same in full force and effect in the amount of \$1,000,000.00. A certificate of such liability coverage shall be filed with the City and require that the City is to receive thirty (30) days prior written notice before the cancellation of such coverage. If the foregoing insurance coverage is not obtained and/or cancelled, the City shall have the right to immediately cancel this Agreement. The City of Williams shall secure and have in place general liability, management liability and non-owned auto liability coverage and keep the same in full force and effect in an amount of no less than \$1 million.
- 10. <u>District's Representations and Warranties.</u> The District herby represents and warrants that it is duly organized and existing and has the full right, power and authorization to enter into and perform this Agreement and that the execution, delivery and performance of this Agreement have been duly authorized and agreed to in accordance with the organizational documents of the District. The District further represents and warrants that all consents and approvals necessary for the execution and delivery of this Agreement have been obtained and no further action needs to be taken in connection with such execution and delivery. The District will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement and will vigorously defend any challenges to the validity or enforceability of this Agreement. The undersigned, acting on behalf of the District, hereby represents and warrants that he/she is authorized to enter into this Agreement and bind the District to the obligations contained herein.
- 11. Force Majeure. The City shall not be considered in breach under this Agreement or any of its obligations in the event of delay in performance for caused beyond the City's control including, but not limited to, acts of God, acts of public enemy, floods, terrorism acts of terrorism or any other act or calamity beyond the reasonable control of the City.
- 12. <u>Waiver and Disclosure</u>. In consideration of the City's undertaking to make reasonable efforts to respond to fire emergency calls, the District expressly waives, and the City hereby disclaims, any and all liability against the City for any cause of action or claim by or to the District arising out of a fire related incident and the City's response thereto. The City hereby waives and disclaims any liability against the District for any cause of action or claim by the City arising out of the City's negligence in responding to a fire related incident. Both parties shall waive any subrogation rights against the other arising out of a fire related incident and the City's response thereto.

13. Notices. Any notices given in connection with this Agreement shall be in writing and shall be delivered by hand to the other party or by confirmed facsimile or by recognized overnight carrier. Any party may change its address stated herein by giving notice of change in accordance with this paragraph as follows:

If to the City:

City Manager City of Williams 113 South First Street Williams, AZ 86046

If to the District:

Jim Rusk Woods Fire District 3376 E. Pine Tree Drive Williams, Arizona 86046

- 14. No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement with rights of enforcement.
- 15. <u>Integration.</u> Except as expressly provided herein, this Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matter of this Agreement upon the terms and for the period set forth herein.
- 16. <u>Survival.</u> All indemnification provisions contained in this Agreement shall survive the execution and delivery of this Agreement, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth herein.
- 17. Reciprocal Non-liability of Officials, Employees and Agents. No City official, representative, agent, attorney or employee shall be responsible to the District or any successor in the event of any default or breach by the City or for any amount which may become due to the District with respect to any obligation of the City under the terms of this Agreement. Likewise, no official, representative, agent, attorney or employee of the District shall be responsible to the City or any successor in the event of any default or breach by the District or for any amount which may become due to the City with respect to any obligation of the District under the terms of this Agreement, other than for those obligations described in Paragraph 8 above.
- 18. <u>Independent contractor status.</u> The City, with regard to all performances under this Agreement, will operate as an independent contractor and not as an officer, agent, servant, or employee of the District.

- a. City will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the City is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- b. City will operate as an independent entity and none of the employees of the City are to be considered employees of the District. City's employees are not eligible for, and have no claim to, District benefits.
- c. City will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act (if applicable), and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act (if applicable).
- d. In performance of services within this Agreement, the City shall independently procure, own, maintain, and provide whatever tools, equipment, vehicles, and supplies City may determine to be necessary in performance of its obligations hereunder. City may establish offices, stations, and/or storage locations in such locations as City may determine to be necessary for its performance of services hereunder, and shall be responsible for all expenses of operation of said offices, stations, and/or storage locations, including expenses incurred in hiring employees, assistants, and/or subcontractors, if any.
- e. City has no authority to enter into contracts or agreements on behalf of the District. Likewise, the District has no authority to enter into contracts or agreements on behalf of the City. This Agreement does not create a partnership between the parties.
- 19. Non-discrimination. Each party warrants that it complies with any state and federal laws, rules, and regulations which (if applicable), mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status, or political affiliation, shall have equal access to employment opportunities, including, but not limited to, the Americans with Disabilities Act. If and as applicable, each party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
- 20. <u>Cancellation for Conflict of Interest.</u> This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
- 21. Compliance with Laws. Each party shall comply with all federal, state, and local laws, rules, and regulations, as such may be applicable thereto.

- 22. <u>Execution Procedure.</u> This Agreement will be executed in counterparts by the governing body of each party.
- 23. <u>Legal Arizona Workers Act Compliance.</u> Parties are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement (if any) likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Each party retains the legal right to inspect the papers of any contractor or subcontractor employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- 24. Non-appropriation. This Agreement shall be subject to available funding for each party, and nothing in this Agreement shall bind any party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- 25. <u>Records.</u> All records created or kept in connection with this Agreement shall be subject to Arizona Public Records Laws, A.R.S. § 39-101 et seq. Further, each party, upon written request and at reasonable times, shall have the right to review, inspect, audit, and copy all books, accounts, reports, files, and all other records relating to the performance and/or costs associated with this Agreement.
- 26. Governing law. This Agreement shall be governed by the laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGES]

//// //// In Witness Whereof, the parties hereto have executed this Agreement all as of the date and year above written.

	City:
	CITY OF WILLIAMS, an Arizona municipal corporation
· · · · · · · · · · · · · · · · · · ·	By: Keith Bookocore, Acting City Manager
ATTEST:  By: Pangla a Galvan, City Clerk	
STATE OF ARIZONA )  COUNTY OF COCONINO )	
The foregoing instrument was acknown Buonocore, Acting City Manager of the foregoing instrument on behalf of the	vledged before me this day of, 2018, by Keith e City of Williams, who acknowledged that he signed the
or the	city.
9	
	Notary Public
My commission expires:	——————————————————————————————————————
APPROVED AS TO FORM AND WITHIN A	AUTHORITY
Willey 1	
City Attorney - Mangum, Wall, Stoops	& Warden PLLC
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In Witness Whereof, the parties hereto have executed this Agreement all as of the date and year above written.

	By: Chairman
By: Terry District Clerk	
STATE OF ARIZONA )	
COUNTY OF COCONINO )	
The foregoing instrument was acknowledged before, Chairman of the	re me thisday of, 2018, by se Woods Eire District.
	Notary Public
My Commission expires:	
· ·	
APPROVED AS TO FORM & WITHIN AUTHORITY	
By: Brian Y. Euroya, Deputy County Attorney Attorney for Woods District	