



PUBLIC NOTICE
REGULAR BOARD MEETING AGENDA

Wednesday, July 20, 2022

Station 32, 8905 Koch Field Road, Flagstaff AZ 86004

This meeting is available remotely for the public through technological means

www.zoom.us / 86701591746 Passcode 126758

Join Zoom Meeting

<https://us02web.zoom.us/j/86701591746?pwd=cIBZSGVtZHNwZ29RVFd1a05qaWpkdz09>

Meeting Agenda is available at www.summitfiredepartment.org

Pursuant to A.R.S. 38-431.01, notice is hereby given to the Board of Directors and the public that the Summit Fire District will hold a Regular Meeting open to the public. The Governing Board of Summit Fire & Medical District will meet in a **Public Hearing and Regular Session on Wednesday July 20, 2022, at 6:00 p.m. The meeting will be held in person and remotely through technological means (see above).**

Members of the Governing Board will attend either in person or by technological means. The Board may vote to go into Executive Session on any agenda item, pursuant to ARS 38-431.03(A)(3) Discussion or consultation for legal advice with the county attorney or attorneys of the public body.

1. BOARD MEETING RULES AND DECORUM OVERVIEW
2. CALL TO ORDER
3. ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM
4. PLEDGE OF ALLEGIANCE
5. **CALL TO THE PUBLIC**

The Chairman shall announce this portion of the District Board meeting as a Call to the Public which is for public input/comment, in accordance with A.R.S. §38-431.0(H). Those wishing to address the Board regarding an issue within the jurisdiction of this public body may do so by completing a Request to Comment Form and submitting it to the Staff in person prior to the start of the meeting. If attending via remote, comments are to be sent to Staff via chat options prior to the start of the meeting. Individuals addressing the Board are limited to two minutes for their comments but may submit written comments for the Board records. The Chairman will recognize each individual. **The Governing Board cannot discuss or take legal action on any issues raised during the Public Forum unless they are agendaized due to restrictions of the Open Meeting Laws.**

6. **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 for June 2022
 - b. Discussion and Approval of the Regular Board Meeting Minutes of June 15, 2022
7. **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. Monthly Run Report – On Duty Battalion Chief
 - b. Monthly Chief Updates - Chief Gaillard, Chief Wilson, Chief Bills
 - c. Local 1505 Update – Union Representative
8. **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 two minutes per individual and must pertain to the specific agenda item
- a. Review, and discuss Eastside Restructure Pilot Project
 - b. Review, discuss, and possible action on contract Redemption Intergovernmental Agreement for Firefighter Mental Health Services between Highlands Fire District and Summit Fire and Medical District.
 - c. Review, discuss and possible action on repairs at Station 37.
 - d. Review, discuss, and possible action on Resolution No 2022-01 Legal Counsel
9. **BOARD COMMENTS-** Board Member comments are meant to inform and clarify. No actions will be taken. Only Board Members can speak.

ADJOURNMENT

Posted on or before July 19, 2022, which is at least 24 hours prior to the Regular Board Meeting.
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 the Summit Fire and Medical District Administrative Offices (928-526-9537) at least twenty-four hours before the meeting.

Summit Fire & Medical District General Board Meeting Guidelines

- General Rules of conduct:
 - A card must be filled out to speak
 - A hand raised is not to be called upon
 - You may only speak when you are called upon by the board
 - All must speak from the designated podium
 - Sidebar discussions are discouraged as a disruption and audio interference
 - No more than 3 topics can be spoken on by one person (including public comment)
- Public Comments
 - Card must be filled out to speak
 - 2 mins to speak (once completed no further follow up allowed)
 - No board interaction (no follow up questions by the public or the board)
- Agenda Comments
 - Card must be filled out to speak
 - 2 mins to speak (once completed, board may interact as long as needed or wait for all comments to be completed)
 - A public member may be called back to the podium by the board (they may not return without being called back by a board member)
- Final Fire Board Comments
 - Only board may speak during this time
 - No actions will be taken during this time
 - Additional agendas items may be requested by the board to staff for future meetings
- Adjournment

	Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense	100% of Fiscal Year 2021-2022 Completed			
Income				
1100 TAX REVENUE	63,768.38	57,823.72	5,944.66	110.28%
1200 GRANTS	0.00	171,158.51	-171,158.51	0.0%
1300 MISC INCOME	213,982.80	118,086.66	95,896.14	181.21%
Total Income	277,751.18	347,068.89	-69,317.71	80.03%
Gross Profit	277,751.18	347,068.89	-69,317.71	80.03%
Expense				
2000 PERSONNEL SALARIES	261,571.87	266,729.73	-5,157.86	98.07%
2200 PENSION	24,572.87	89,813.27	-65,240.40	27.36%
2300 PAYROLL EXPENSES	53,188.14	7,030.99	46,157.15	756.48%
2400 PERSONNEL INSURANCE	21,044.07	23,940.91	-2,896.84	87.9%
2500 CONTRACTUALS	9,550.32	17,509.71	-7,959.39	54.54%
3000 VEHICLES	8,803.40	4,756.67	4,046.73	185.08%
3100 EQUIPMENT	1,806.39	0.00	1,806.39	100.0%
3200 SUPPLIES	16,995.50	8,100.00	8,895.50	209.82%
3300 UNIFORMS	6,760.46	2,145.84	4,614.62	315.05%
3400 FITNESS-HEALTH & SAFETY	712.50	1,440.00	-727.50	49.48%
3500 Wildland SFMD	0.00	0.00	0.00	0.0%
4000 UTILITIES	15,339.68	9,576.43	5,763.25	160.18%
4100 Training and Travel	890.04	1,208.33	-318.29	73.66%
4200 OWA Expenses	15,232.34	13,466.35	1,765.99	113.11%
4300 INTERST / FEES	0.00	0.00	0.00	0.0%
4500 Grant Expenses	12,097.14	66,422.18	-54,325.04	18.21%
Payroll Expenses	0.00	0.00	0.00	0.0%
Reconciliation Discrepancies	22,188.03	0.00	22,188.03	100.0%
Total Expense	470,752.75	512,140.41	-41,387.66	91.92%
Net Ordinary Income	-193,001.57	-165,071.52	-27,930.05	116.92%
	-193,001.57	-165,071.52	-27,930.05	116.92%

Budget Stabilization	\$1,565,896.60
OWA	\$209,323.32
Petty Cash	\$751.25
National Bank	\$25,567.73
Capital	\$180,477.51
Westside Capital	\$421,254.43
Emergency	\$161,683.07
Debt Services	\$38,633.14
Contingency /COP	\$1,875,931.19

Summit Fire District
Profit & Loss Budget vs. Actual
July 2021 through June 2022

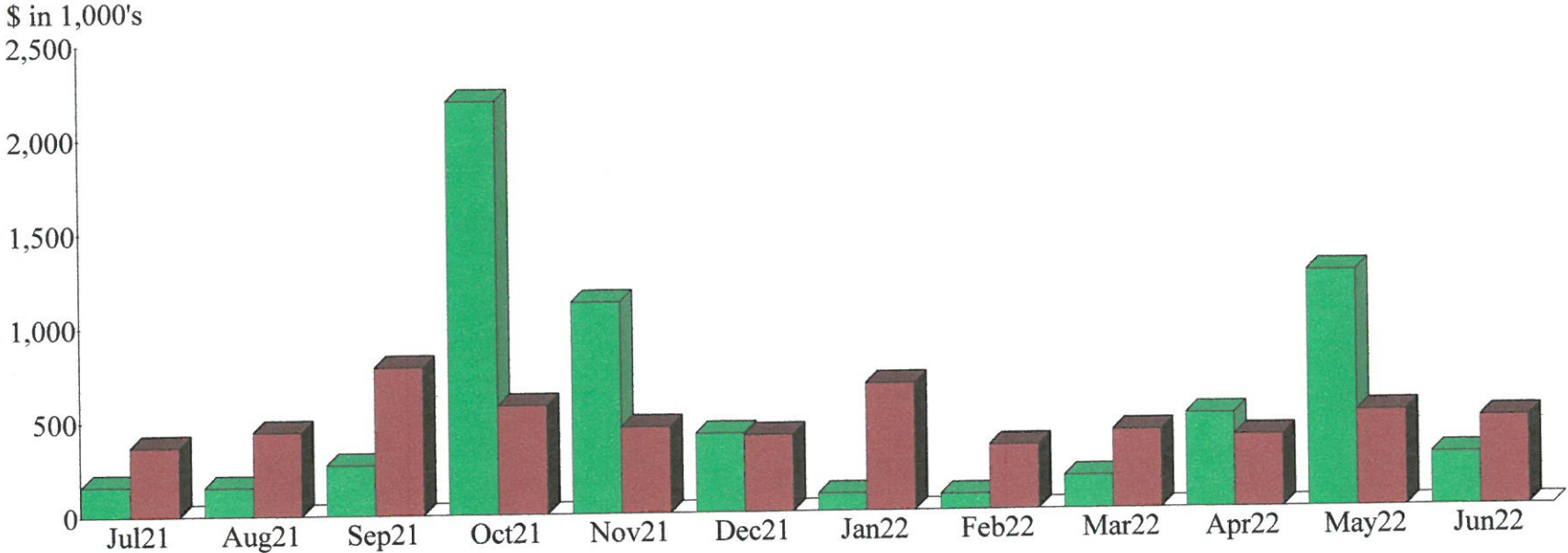
	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE	4,962,910.88	4,969,206.00	-6,295.12	99.9%
1200 GRANTS	66,115.24	785,000.00	-718,884.76	8.4%
1300 MISC INCOME	1,660,581.37	1,100,000.00	560,581.37	151.0%
Total Income	6,689,607.49	6,854,206.00	-164,598.51	97.6%
Gross Profit	6,689,607.49	6,854,206.00	-164,598.51	97.6%
Expense				
2000 PERSONNEL SALARIES	3,255,484.05	3,558,327.00	-302,842.95	91.5%
2200 PENSION	615,285.26	1,108,908.00	-493,622.74	55.5%
2300 PAYROLL EXPENSES	182,858.03	191,301.00	-8,442.97	95.6%
2400 PERSONNEL INSURANCE	275,004.09	306,464.00	-31,459.91	89.7%
2500 CONTRACTUALS	774,382.42	405,535.80	368,846.62	191.0%
3000 VEHICLES	54,012.25	76,000.00	-21,987.75	71.1%
3100 EQUIPMENT	17,921.47	32,000.00	-14,078.53	56.0%
3200 SUPPLIES	90,020.53	93,916.00	-3,895.47	95.9%
3300 UNIFORMS	19,657.24	31,750.00	-12,092.76	61.9%
3400 FITNESS-HEALTH & SAFETY	19,462.14	27,000.00	-7,537.86	72.1%
3500 Wildland SFMD	8,962.33	10,498.00	-1,535.67	85.4%
4000 UTILITIES	138,638.78	143,963.00	-5,324.22	96.3%
4100 Training and Travel	21,941.14	40,740.00	-18,798.86	53.9%
4200 OWA Expenses	143,040.16	100,000.00	43,040.16	143.0%
4300 INTERST / FEES	469.10	0.00	469.10	100.0%
4500 Grant Expenses	12,097.14	725,000.00	-712,902.86	1.7%
5000 CAPITAL	178,920.22			
Payroll Expenses	286.26	0.00	286.26	100.0%
Reconciliation Discrepancies	24,840.44	0.00	24,840.44	100.0%
Total Expense	5,833,283.05	6,851,402.80	-1,018,119.75	85.1%
Net Ordinary Income	856,324.44	2,803.20	853,521.24	30,548.1%
Net Income	856,324.44	2,803.20	853,521.24	30,548.1%

Engine 31 Insurance Funds Distribution

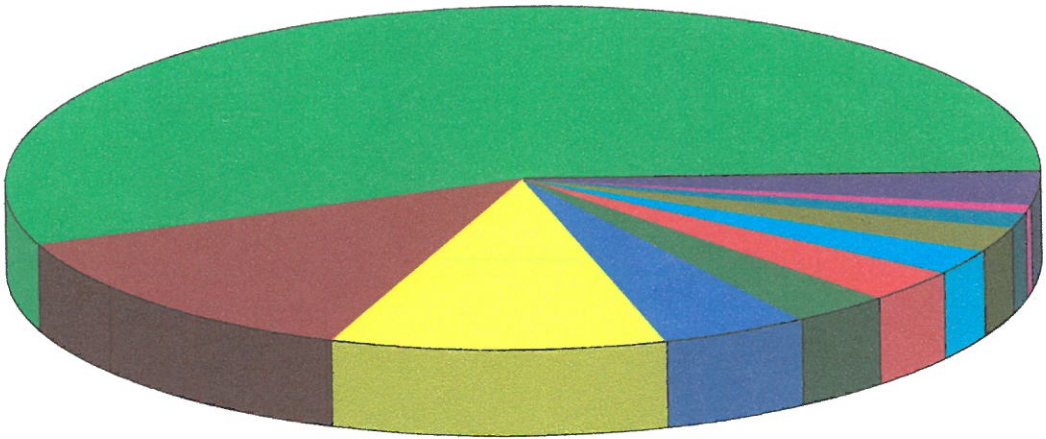
Date		Check Number	Deposit	Expense	Balance
5/10/2022	VFIS		\$242,500.00		
5/12/2022	Fire Trucks Unlimited	822000584		\$166,500.00	\$76,000.00

Income and Expense by Month
July 2021 through June 2022

Income
Expense



Expense Summary
July 2021 through June 2022



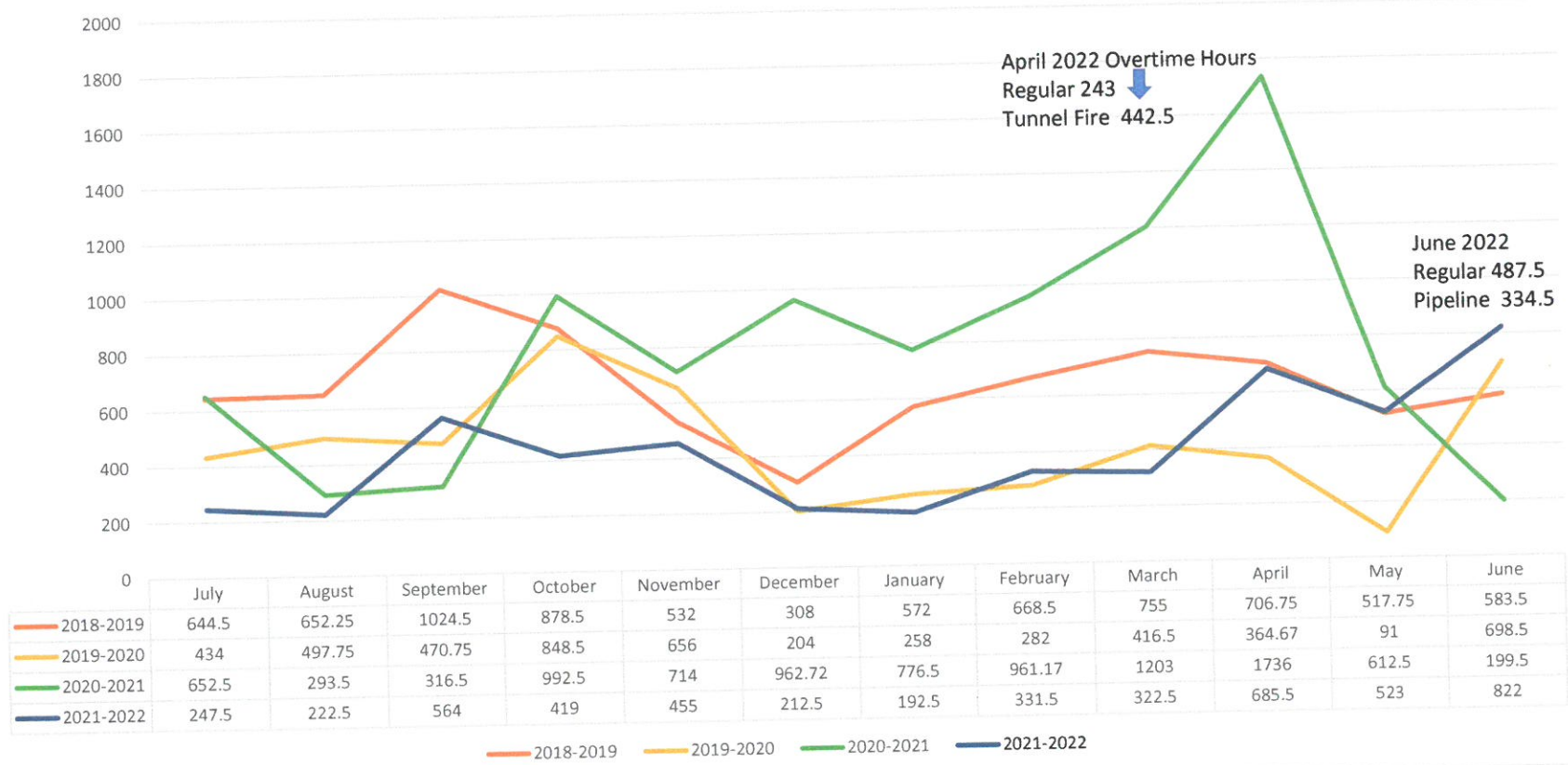
2000 PERSONNEL SALARIES	55.81%
2500 CONTRACTUALS	13.28
2200 PENSION	10.55
2400 PERSONNEL INSURANCE	4.71
2300 PAYROLL EXPENSES	3.13
5000 CAPITAL	3.07
4200 OWA Expenses	2.45
4000 UTILITIES	2.38
3200 SUPPLIES	1.54
3000 VEHICLES	0.93
Other	2.15
Total	\$5,833,283.05

By Account

Trending Overtime July 2017 through June 2022



Trending Hourly Overtime July 2018 through June 2022





VIDEO RECORDING OF THIS MEETING IS LOCATED ON OUR WEBSITE.

Public Hearing- June 15, 2022

1. BOARD MEETING RULES AND DECORUM OVERVIEW

Administrative Officer Reed welcomed everyone and reviewed the attached Board Meeting rules and decorum.

2. CALL TO ORDER

Board Chairman Timney called the meeting to order on June 15, 2022, at 6:00 p.m. at Station 32, 8905 Koch Field Road.

3. ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM

Present were Board Chairman Timney, Board Clerk Faus, Board Member Rick Parker, Board Member Mike Milich. Absent was Board Member Daskocil.

Administration: Chief Mark Gaillard, Deputy Chief Mark Wilson, Deputy Chief Pat Staskey, Administrative Officer Deanna Reed, Administrative Assistant II Tammy Schieffer, and Battalion Torsten Palm.

Public: Norm Erickson, Brenda Whitted, Daniela Harrison, Bret Axlund and two unreadable signatures (see attached sign in sheets).

Public Via Zoom: Don Howard, BJ Fisk, Paul Oltrogge, Brandon

4. PLEDGE OF ALLEGIANCE-Recited

5. **PUBLIC HEARING** - Proposed Fiscal Year 2022/2023 Budget, GO Bond Budget and GO Bond Repayment Budget. Please see attached Budget PowerPoint Presentation

a. Overview of Proposed Fiscal Year 2022/2023 Budget

Chief Wilson presented the power point for the 2022/2023 Proposed Budget, highlights are that the mil rate will stay at 3.25, personnel is 37 suppression employees and 4 administrative and fleet management for a total of 41 full time employees. Explained how the budget stabilization is the balance of our checking account at the end of June and is funds used to pay expenses until the tax revenues are collected in November. The board has approved a stabilization balance of \$1,200,000.

b. Overview of Proposed Fiscal Year 2022/2023 GO Bond Budget Repayment Budget

Administrative Reed presented the GO Bond Budget which is attached.

c. Public Hearing/Comments

Brenda Whitted, 7701 Hummingbird Lane, I received some of my answers today on the proposed where the budget is posted for 20 days, however, it doesn't say where the public is supposed to post their comments during these 20 days, are they written or what. The comment period ended today. In the May meeting the budget was discussed and based on 3-man engines for 3 stations for the district. The meeting minutes will be voted tonight and posted tomorrow so no one will see these until tomorrow.

Daniela Harrison, 12540 N Leisure Lane, Thank you Chairman, Thank you for the recap, I want to make sure that the budget addresses new staff and retaining staff especially now that we have seen two fires due to the weather and feel that additional staff is needed and additional equipment.

6. **Adjourn Public Hearing**

Board member Parker made a motion to adjourn the public hearing and Board Member Milich seconded.

Discussion: None

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

Public Meeting Adjourn at 6:19

Approved



Regular Board Meeting Minutes

1. CALL TO ORDER

Board Chairman Timney called the meeting to order on June 15, 2022, at 6:19 p.m. at Station 32, 8905 Koch Field Road.

2. ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM

Present were Board Chairman Timney, Board Clerk Faus, Board Member Rick Parker, Board Member Mike Milich, Absent was Board Member Daskocil.

Administration: Chief Mark Gaillard, Deputy Chief Mark Wilson, Deputy Chief Pat Staskey, Administrative Officer Deanna Reed, Administrative Assistant II Tammy Schieffer, and Battalion Torsten Palm.

Public: Norm Erickson, Brenda Whitted, Daniela Harrison, Bret Axlund and two unreadable signatures (see attached sign in sheets).

Public Via Zoom: Don Howard, BJ Fisk, Paul Oltrogge, Brandon

3. CALL TO THE PUBLIC

Daniela Harrison, 12540 N Leisure Lane, Thank you from myself and my neighbors in the Fernwood area, many wanted to come tonight and were afraid they would not be allowed to return home, so I am representing them. Thank you to the staff for their efforts in the Tunnel Fire and recent fires, the board, and the administration staff.

Keith Klassen, 12280 N Peaks Parkway, this meeting tonight, thank you to the board for moving the meeting to 6:00 p.m. it is appropriate. Tonight's meeting is contrary to moving the time as most people have just come back to their homes and get reestablished, I feel it would have been appropriate to postpone some of these items on the agenda to a later time, I do understand about the budget.

4. 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.

Approval of Reconciliations and Financial Reports for May 2022

Discussion and Approval of the Regular Board Meeting Minutes of May 18, 2022

Administrative Officer Reed gave an overview of May 2022 finances. Highlights presented the District is 90.42% of the 2021-2022 Fiscal Year, Tier 2 funding was completed in the months of May and June, therefore equipment budget is over for the month, however on track for the year, and overtime was slightly higher due to vacations.

Board member Parker made a motion to accept the May 18, 2022 Regular Board Meeting Minutes as presented and the May 2022 Financial Report as presented, and Board Member Milich seconded.

Discussion: None

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

5. Current Events Summaries, Reports, and/or Correspondence–

- a. Monthly Run Report – On Duty Battalion Chief Palm reviewed the month run numbers (Please see attached May 2022 Run Report). He explained the events of the initial response to west of Schultz pass which became known as the pipeline fire. A total recall was placed on June 11, 2022, which staffed an additional 3 engines and a water tender. Once the Forest Service made a declaration of need auto aid from Flagstaff, Highlands and Ponderosa immediately responded.

Board Member Parker: The circumstances regarding the loss of the home.

Chief Palm: There was an engine there at the end of the cul de sac that went to the house. Multiple engines were around and responded as well, It was located right up against the forest service lands and with the 30-40 miles winds pushing the fire. We did have engines in the community however were unable to save this house.

b. Monthly Chief Updates - Chief Gaillard, Chief Wilson, Chief Staskey

Chief Gaillard: Great report by Chief Palm and I will begin by echoing the remarks of the board there were different players in the Pipeline Fire. Chief Wilson was our agency representative assigned to the team and pushing out all the information you have received. The type 2 team was appreciative of his involvement and were favorable regarding our response and commented on how well our teams worked together. Busy staff during this time. A great deal of effort is going one regarding flooding impacts. Fire and flooding resources are available on the Coconino County Emergency Management website. This is where the public needs to go for information.

Board member Parker: How were the communications with so many different departments?

Chief Gaillard: Garret Wilson helped the teamwork through some issues with dedicated channels. The wildland crew have a broad range of radios frequencies, part of the check in they adjust to the frequencies. Everyone has a small set of universal sets. The local resources and incoming resources were moved to a dedicated channel and there were no major issues.

Chief Staskey: Ponderosa Fire Department sent us a stash of BK mobile radios and issued for use on this fire so we could all report under the same channel.

Chief Wilson: Update of the on Pipeline and Haywire Fires. Today the pipeline is 30% contained already as it ran into the Tunnel Fire. Addressed issues regarding Lockett Meadow during the Pipeline Fire. Being support with ariel support. Public will continue to see smoke in the lower and upper levels until the monsoon rains hit. Coconino County is working on preplanning for flooding in response to this fire. They are estimating an earlier and increase rains for this monsoon season. On the evacuation side, kudos to our CCSO they did phenomenal job working with the Coconino Emergency Risk Management and did a great job of communicating status. The tunnel fire moved so quickly we were unable to communicate status, this one based on conditions, time and were the fire started it went smoother. Approximately 10% of the residents in the Summit Fire District are in GO status, there are however a few more outside of our district. Type 1 team will take over at 0600 tomorrow from the Type 2 team. Last a lot of people are involved in planning for flooding in this area. A lot more work to come.

Board member Milich: Air Support expected?

Chief Wilson: We were listed #1 for air support in the nations, there were multiple flights and helicopters during the initial until the winds made it impossible. There were no flights on Monday due to 60-70 mph winds. Yesterday winds were mild, and helicopters were able to complete a lot of containment work.

Board Chairman Timney: Is there forest closures in the area?

Chief Wilson: There is a huge forest closure in the is area to help close the gap of this fire.

Chief Gaillard: Forests are going into Stage 3 Closures as of 8:00 a.m. on Friday. Significant closure of forests. The City of Flagstaff is set to go Stage 3 as of Friday, we have not heard from the county, however typically the State, County and City make similar closures around the same time regarding the stage levels, so we don't have safety issues by confusing public with different stage levels.

Chief Wilson: DFFM State of Arizona Regional Representative was quick to be up here and quick to declare a declaration of need early and this started interagency cooperation rapidly. The type 2 team stated today as they were leaving that they have not seen an area work as well and communicate well among all teams (Federal, State and Local departments) as that they have seen in Northern Arizona.

c. Local 1505 Update – Union Representative-Captain Brian Walsh: Thank you for the support of the community. As a local we are trying to do an outreach to people in the community who were significantly impacted by the fires.

6. **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 two minutes per individual and must pertain to the specific agenda item

a. Review, and discuss Eastside Restructure Pilot Project

Chief Staskey reviewed run numbers for the month of May 2022. Please see attached PowerPoint.

Board Clerk Faus: Will you remind me what Guardian's average response time is?

Chief Palm: 12 minutes and 21 seconds.

Chief Gaillard: This will be Chief Staskey's last board meeting as he is retiring this month. It has been a pleasure working with him and if I could describe him, it would be as board member Parker described him as Pat looks like he always had just found a dollar bill on the ground.

Administrative Officer Reed presented the finances for the eastside restructure. We continue to see a costs savings in expenses and payroll.

Brenda Whitted, 7701 Hummingbird Lane: Remind the Board that during the February to May the community was not in favor of closing a station. She believes the budget is based on a station closure.

Daniela Harrison, 12540 N Leisure Lane: A reminder that the public does not want a station to close. It will only be make sense to keep both station 32 and 33 open due to recent events. We are in support of having the 3 person staff per engine, so it is safer for the staff and patient. We have personally experienced an emergency with a 2 man engine and a 3 man engine, and the difference is significant during the emergency. Has the relocation of the hospital is taken into consideration when looking at a station closed? New development plan for this area, is it also being considered from the board, we are expecting a lot more people moving into this area and increase traffic which is slow response times.

Keith Klassen, 12280 N Peaks Parkway: Congratulations to Chief Staskey welcome to our ranks, we are happy to have you. In regard to east side structure and we have been talking about this for 9 months. In the past two months, we all know what has happened. I want to make sure that this is all being taken into consideration to include the losses we have incurred in the community. Our citizens who have received losses during this fire and they will be very sensitive to the closure of a station. Board is taking all of this into consideration and listening to the citizens on what they have to say.

- b. Review, discuss, and possible action on Grant received from Arizona Homeland Security for 7 Bullet Proof Vests and Helmets.

Chief Wilson explained we received 100% funded grant from Homeland Security for 7 Bullet proof vests and helmet for a total of \$11,344. This is the administrative side of a successful grant we received; approval will allow us to proceed.

Board member Parker: I am in favor of this grant.

Board member Milich made a motion to accept the Homeland Security Grant for 7 Bullet proof vests, helmets and bags, Board member Parker seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

- c. Review, discuss, and possible action on Grant received from Arizona Homeland Security for 3 Bullet Proof Vests and Helmets.

Chief Wilson: Homeland Security had some left over funding from previous years and decided to give us an additional \$3996 for 3 additional bullet proof vests and helmets. We originally requested 10 and with the additional funds from previous years they were able to approve for these 3 items for a total of 10, however, had to split it into two award letters as it came from different funding years.

Board member Parker made a motion to accept the Homeland Security Grant for 3 bullet proof vests, helmets and bags, Board member Milich seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

- d. Review, discuss, and possible action on Resolution 2021-09 of the Summit Fire and Medical District adoption of the Chief's Proposed 2022-2023 Fiscal Year Budget.

Board chairman Timney made a motion to read the title only of Resolution 2021-09 of the Summit Fire and medical District adoption of the Chief's Proposed 2022-2023 Fiscal Year Budget.

Board member Milich seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

Administrative Officer Reed read the title only of Resolution 2021-09 of the Summit Fire and Medical District adoption of the Chief's Proposed Budget.

Board member Milich made the motion to accept the Resolution 2021-09 Legal Counsel and board member Parker seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

- e. Review, discuss, and possible action on Resolution 2021-10 of the Summit Fire and Medical District adoption of the GO Bond Budget for Fiscal Year 2022-2023. Board chairman Timney made a motion to read Resolution 2021-10 for the Summit Fire and Medical District adoption of the GO Bond Budget for Fiscal Year 2022-2023 and board member Milich second.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

Board Member Milich made a motion to accept the Resolution 2021-10 for the GO Bond Budget, Board member Parker seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

- f. Review, discuss, and possible action on Administrative and Operations Policies.
Norm Erickson, 5705 Buckboard Trail: Policy for minimal staffing requirements and I see are guidelines and curious if this is policy if it is just a round about way for closing the station. It appears that this would be the result, requiring 3 man engine and the Captain to close a station if the minimum required staffing is not achieved. This is an extension of the eastside pilot or is it a way to close the station.

Keith Klassen 12280 N Peaks Parkway: Speak the same Norm talked about is policy 207.4 regarding minimum staff, a few months back the board discussed, the board position at this time, it was to keep a 3 man engine as a goal and not policy.

Board member Parker: In reference to the manning, I've been in this district a long time, however the finances are a factor and if we have the money, we may not have to close down a station. I'm not a supporter of 2 man engines based on the efficiency of the unit, which is where I stand on it.

Board Clerk Faus: Appreciate where both of you are coming from, I don't believe that there is anything nefarious going on here, we are getting hung up on the wording here and our goal is to have as much power as needed for safety reason and to support the residents of the district. If we are getting hung up on word, it's should, if it read "will" that would be the one I would be worried about. I don't want to close stations either, but we need to keep our firefighters and residents safe.

Board member Milich: I agree with Board Clerk Faus, the wording in this policy does not mandate the closure of a station, it just gives the Captain on duty the ability to close one due to staffing requirements. I do not have a problem with it at all.

Board Chairman Timney: I have an issue with the whole package, I have the opinion that these policies should have been presented individually, because the content and changes they make

would be difficult to discuss with the group. The code of ethics is for the firefighter wherever he may be at, I don't see why a Summit Fire District Firefighter needs to swear to the City of Flagstaff. We are Summit Fire District. I like to maintain our autonomy and frankly would like to be a good neighbor and not the stepchild.

Board member Milich thank you for pointing that out, I missed that.

Board Chairman Timney: I would like to see only the Summit heading at the top of these policies.

Chief Wilson: As a reminder, the intent behind the policies that we are looking at Lexipol which is a national provider for policies. We jointly went in for cost so that the burden would not be fully on Summit. Both names are on it as a shared policy, not that they are bound to Flagstaff, it is joint policy by our strategic planning which allows it to represent both agencies as independent as it is read.

Chief Gaillard: He addressed the GFR standards, best practices and why they are important and how these policies will be maintained and documented in case of lawsuits. He also addressed that the administrative staff would review how the best means to present the next batch of policies and maintaining an employee manual is work.

Board Chairman Timney: If these are a regional effort, I would be more comfortable if Highlands were addressed on this list.

Chief Gaillard: They were approached and declined. They are a part of our operational point but not on the administrative point.

Chief Wilson: These are not chief policies, there is a member from Summit and the City of Flagstaff working with Lexipol to develop these policies. Board has the right to adjust the policy on any given month.

Board Chairman Timney: Has the county attorney screened these.

Chief Wilson: They have been screened by the city attorney, not by the county attorney. We are challenge to get our works through the county attorney.

Chief Gaillard: Best practice policies are from attorneys. All fire districts in the county are having problems with response from the county attorney's office.

Board member Parker made a motion to approve Item 7f on the Administrative policies as presented. Board member Milich seconded.

Vote conducted. MOTION CARRIED by majority of those in attendance.

AYES: Milich, Faus, Parker

NAYES: Timney

- g. Review, discuss, and possible action on SFMD Policy 236 Out of District Response.

Brenda Whitted, 7701 Hummingbird Lane: This policy is strictly Summit. One thing I'm wondering, depending on legislation regarding the one penny sales tax, we still do not know whether it will make the voting in November, if it passes, we got it, if doesn't another story, this out of district policy if this is in the legislation, is this a double dip thing as if it passes, we will get the sales tax money to provide services. Do we need this policy right now or do we hold until the legislation passes?

Chief Staskey: Presented the details of the Policy 236 Out of District response, the battalion chief has been working on for over the year. Bringing clear guidelines to the operational crews for out of district response.

Chief Palm: 15% requests a month are over 20 miles, and this is paved and unpaved roads. A lot of calls are medical calls, and they are truly not emergency medical calls, and the challenge is pulling equipment out of the district for an extended amount of time, wear and tear of equipment and threats.

Chief Staskey: Discussion on why 20 miles was picked because of the free way and Leupp road we would be in the Winslow and Navajo Nation districts.

Board member Milich: How often do you turn it down?

Chief Palm: If it is a request for a service that no one else does, we would respond for example a motor vehicle request with extrication regardless of where we are. Uncertain as to how many times we have turned down and an out of district request over 20 miles if it is a service that Guardian would response to.

Board member Parker: If we don't have a policy then we are relying on three different BCs with three different interpretations on whether we should respond or not. A policy is clarification, so all BCS are responding the same way.

Board Clerk Faus: If it is an emergency call that we are mandated to go, Guardian is mandated to go.

Chief Palm: Guardian is mandated to go.

Board Clerk Faus: CCSO would accompany them if it were a dangerous situation?

Chief Palm: This is correct.

Discussion regarding out of district unpaved roads south of I40. Understand the policy does not cover every scenario and the policies allows the BC or Captain to make a discretionary call.

Board member Milich made a motion to accept Policy 236 as presented, board member Parker seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

7. FIRE BOARD COMMENTS- Board Member comments are meant to inform and clarify. No actions will be taken. Only Board Members can speak.

Board member Parker, Thank you to everyone, we appreciate all the work and effort. Bottom line we are here for you. We have to be cognitive of the finances.

Board member Milich: Thank you for the fire updates and as appreciate all the staff has done.

Board member Faus: Thank you for the updated especially from Chief Wilson for keeping us informed regularly. We don't always agree and try to represent the district the best way we can.

Board Chairman Timney: Thank you to all who attended, I think changing the meeting to 6 o'clock is good. The fire affect a great many lives. Thank you to the board to passing the change of time. If this happens again, I believe we need to have a public meeting place in the district rather than driving into town and found out we only have a dozen people in attendance. Thank you to the staff and what they do.

ADJOURNMENT

Board member Milich made a motion to adjourn, board member Parker seconded.


Vote conducted. MOTION CARRIED unanimously by those in attendance.

AYES: Timney, Milich, Faus, Parker

NAYES: None

Regular board meeting adjourned 8:19 p.m.


Board Clerk Faus


Date

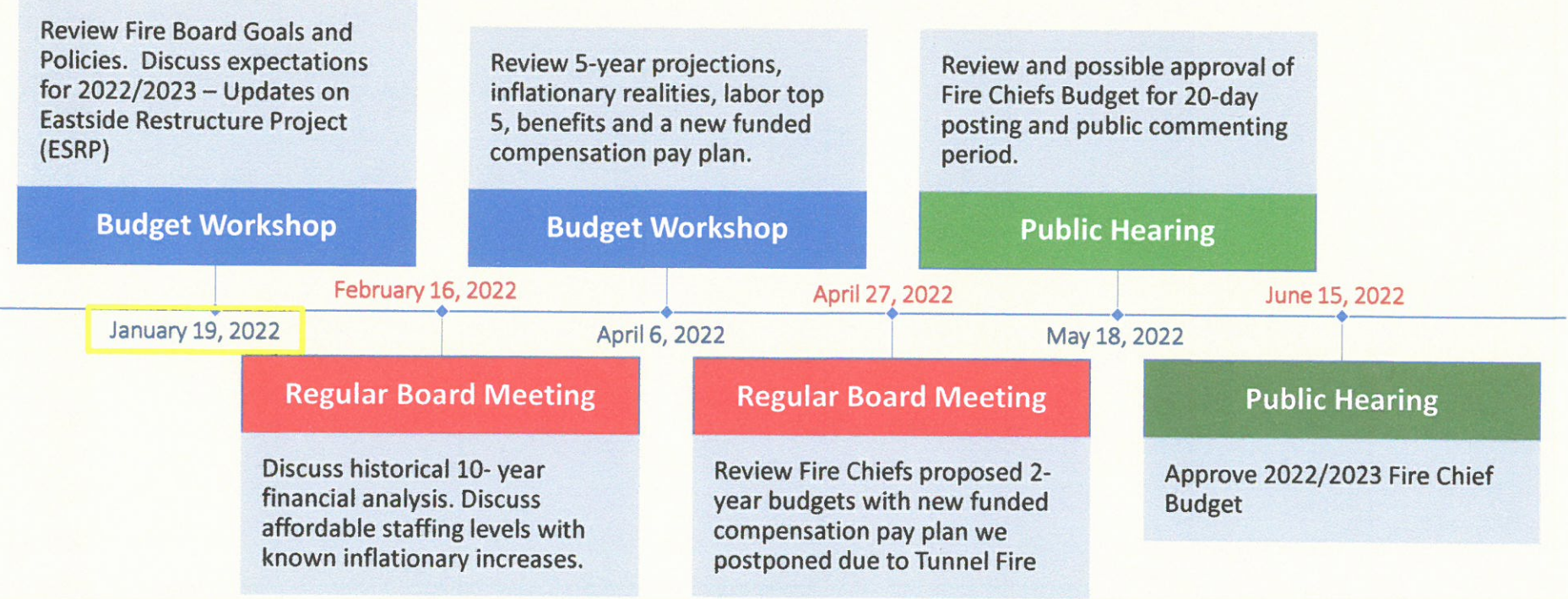


Summit Fire and Medical District

*June 15, 2022 Public Hearing
Fiscal Year 2022-2023
Chief's Proposed Budget*

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Summit Fire and Medical District Budget Process



General Board Goals

1. Diversify and improve revenue streams.
2. Create efficiencies that improve and sustain the capabilities of the District
3. Improve the resources of the District both human and capital.
4. Establish a sustainable and functional fire station in the Fort Valley / 180 corridor of the District.

Strategic Board Goals

1. Staying mission focused - ensure exceptional customer service.
2. Be fiscally sustainable without raising mil levy (taxes)
 - a) Decrease operational costs*
 - b) Fund capital replacement plan*
 - c) Offer competitive employee compensation plan and benefit package*
3. Staff all stations with 3-person ALS engines
4. Reduce Attrition Levels

Labor Goals - MOU

Labor Goals Achieved by Proposed Budget

1. Comprehensive Pay Plan
2. Tuition Reimbursement
3. No increases to dependent healthcare coverage

Chief's 5 - Year Proposed Budgets

- [Chiefs Proposed Budget FOR PUBLIC HEARING.xlsx](#)

Proposed 5 Year Projections

	Adopted Budget 2021-2022	Expenditures 2021-2022 as of 06/14/2022	Proposed Budget 2022-2023	Budget- Budget Variance	Proposed Budget 2023-2024	Proposed Budget 2024-2025	Proposed Budget 2025-2026	Proposed Budget 2026-2027	
Expenditures by Category:									
Personnel Services	\$4,366,000	\$3,511,623	\$3,913,098	-\$452,902	\$4,057,595	\$4,236,595	\$4,321,103	\$4,583,724	*Includes new step pay plan
									**Includes COP
Contractuals	\$814,514	\$895,730	\$1,117,288	\$302,774	\$1,229,277	\$1,336,543	\$1,408,637	\$1,466,474	payments
Materials, Supplies, Programs	\$1,210,138	\$964,986	\$1,318,198	\$108,060	\$1,318,198	\$1,318,198	\$1,318,198	\$1,318,198	
Grants	\$525,000	\$0	\$575,000	\$50,000	\$575,000	\$575,000	\$575,000	\$575,000	
Capital		\$178,920				\$63,239	\$335,327	\$320,446	
Totals	\$6,915,652	\$5,551,260	\$6,923,584	\$7,932	\$7,180,070	\$7,529,575	\$7,958,265	\$8,263,842	
Expenditures by Programs									*** Includes Apparatus, Communications, SCBA, EMS, Procurement, Office Supplies, PIO, Honor Guard, Uniforms, PPE, Health & Safety
Operational Costs	\$167,300	\$129,188	\$278,198	\$278,198	\$278,198	\$278,198	\$278,198	\$278,198	
Training	\$40,740	\$21,081	\$31,500	\$31,500	\$31,500	\$31,500	\$31,500	\$31,500	
Wildland	\$10,498	\$8,091	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	
Wildland Callout	\$900,000	\$759,739	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	
Fleet	\$91,600	\$46,887	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500	
Totals	\$1,210,138	\$964,986	\$1,318,198	\$1,318,198	\$1,318,198	\$1,318,198	\$1,318,198	\$1,318,198	
Sources of Funding									
Mil Rate	3.25		3.25		3.375	3.375	3.375	3.375	
Property Taxes	\$4,969,206	\$4,899,143	\$5,231,914		\$5,675,860	\$5,945,110	\$6,227,675	\$6,524,223	
Misc. Income	\$100,000	\$598,027	\$156,000		\$163,800	\$171,990	\$180,590	\$189,619	
Grant Funding	\$785,000	\$66,115	\$550,000		\$550,000	\$550,000	\$550,000	\$550,000	
Wildland Callout	\$1,000,000	\$860,784	\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Budget Stabilization Fund	\$1,100,000		\$838,554		\$852,885	\$1,062,475	\$1,200,000	\$1,200,000	
Total Revenue	\$7,954,206	\$6,424,069	\$7,776,468		\$8,242,545	\$8,729,575	\$9,158,265	\$9,463,842	
Total Expenses	\$6,915,652	\$5,551,260	\$6,923,584		\$7,180,070	\$7,529,575	\$7,958,265	\$8,263,842	
Budget Stabilization Fund	\$1,038,554	\$872,810	\$852,884		\$1,062,475	\$1,200,000	\$1,200,000	\$1,200,000	

Proposed Debt Services Budget

2021/2022

Assessed Values \$	141,821,719.00
Bond Rate \$	0.2080
Total \$	294,989.18
Owed \$	293,602.68

2022/2023

Assessed Values \$	149,905,060.00
Bond Rate \$	0.1951
Total \$	292,464.77
Owed \$	292,336.34

Board or Public Questions-Comments



146

56

61

13

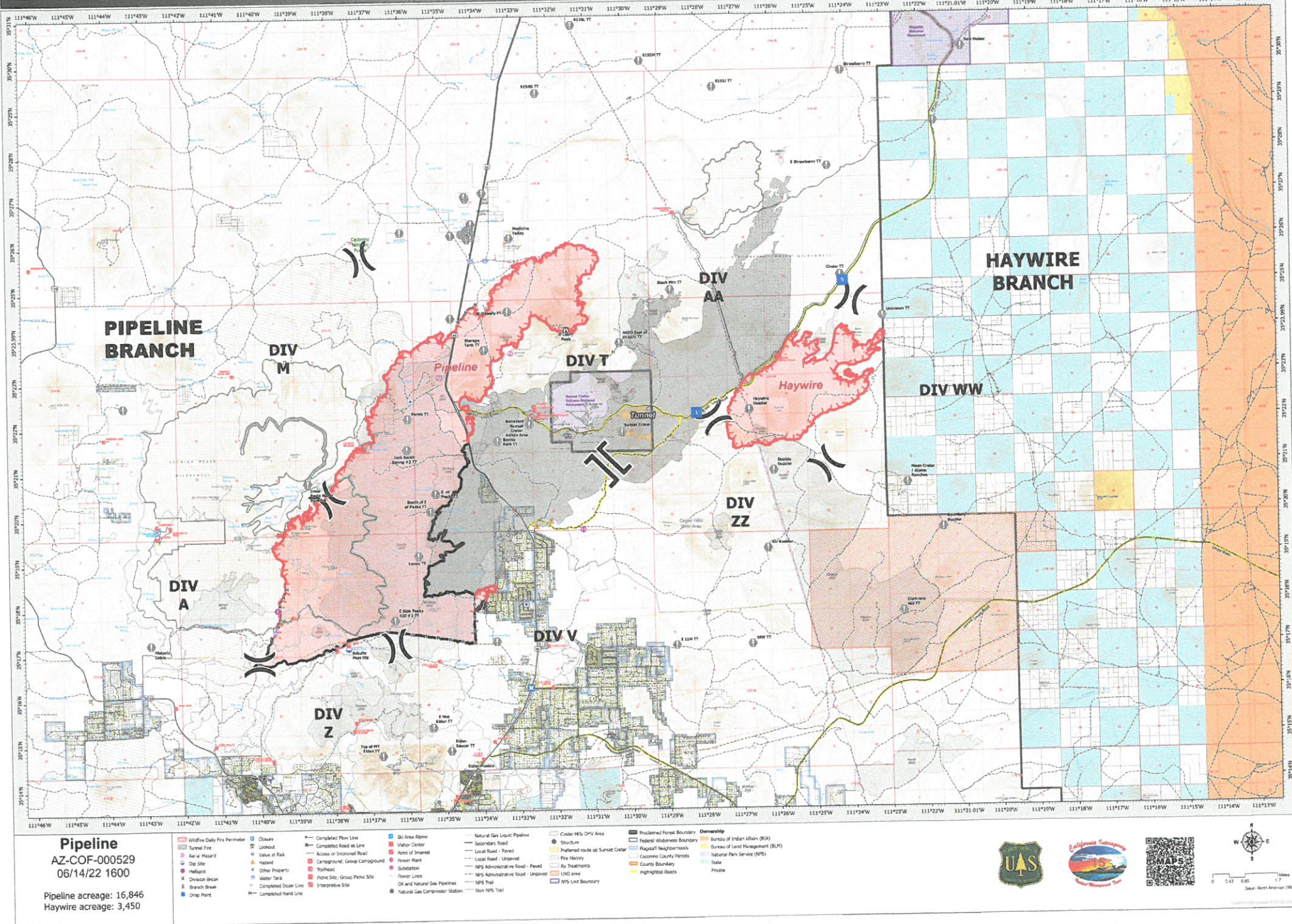
16

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2018	87	90	105	115	108	114	142	129	108	103	113	100
2019	75	114	97	90	124	136	125	142	99	105	121	104
2020	103	104	93	84	106	137	121	124	122	115	115	99
2021	114	86	99	103	128	113	129	135	121	116	108	137
2022	101	81	98	104	146							
5 Yr Avg	95	102	101	103	113	125	134	136	104	104	117	102

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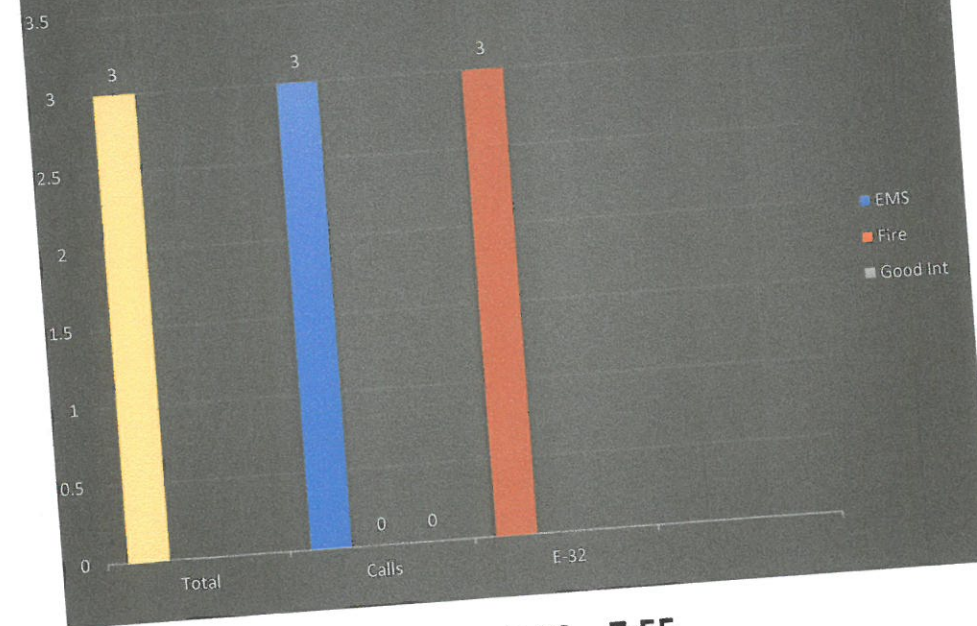
BRIEFING

06/15/22 0600



At Station 32

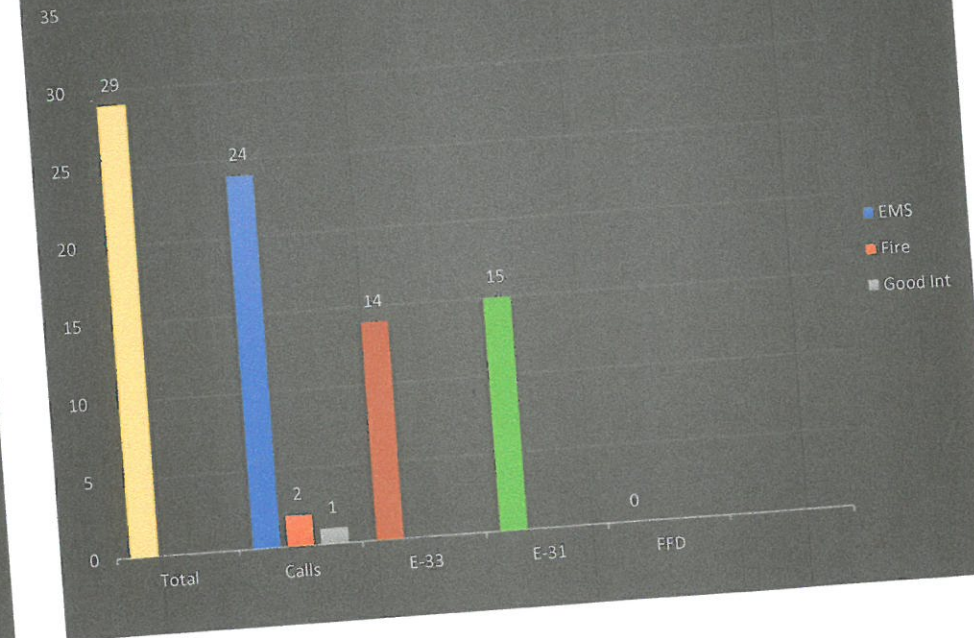
April 2022 Restructure # 32 into 33



Average Response Times E-32 7:55

At Station 33

May 2022 Restructure # 33 into 32






Average Response Times E-33 4:48

Average Response Times E-31 7:11

Response Time Performance-1st on Scene

Emergency (Code 3) Responses that Meet the Defined Standard/All Emergency Responses in the Defined Area
Reference Center for Public Service Excellence (CPSE)*

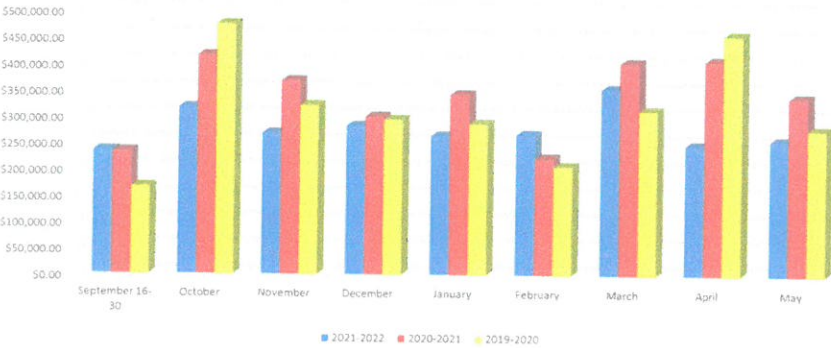
The Goal is to be Above 90%

					
<div>Call Process Time</div> <div>Turnout Time</div>			<div>Response Time</div> <div>URBAN</div>	<div>Response Time</div> <div>RURAL</div>	<div>Average 911- to On Scene Time</div> <div>SFMD/FFD Response Times</div>
CPSE Times	Dispatch Time NFPA 1710 - 1 Min	Dispatch Time NFPA 1710 - 1 Min	4 Minutes	10 Minutes*	
Dispatch Times	Flag Dispatch AVG 1:20	Majority Code 3 EMS 1:00	% Calls	% Calls	
5//2022	1:20	1:00	% Calls	73.4% 15	7:11
Station 31			% Calls	100% 9	4:38
Station 33			% Calls	100% 3	5:14
Station 37					7:41
City of Flagstaff					
CAFMA Highlands					

December 2021 8:37 Rural
s May 2022 8:16 All Response

* SFMD/FFD average response time include Call Processing time, Turnout Time and Travel Time

Payroll



Three Years Expenditures- Payroll Not Included



SUBRECIPIENT AGREEMENT - REALLOCATION

20-AZDOHS-HSGP-200113-01

Between

The Arizona Department of Homeland Security

And

Summit Fire District (DUNS# 144562188)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Summit Fire District** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **December 15, 2021** and shall terminate on **December 31, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

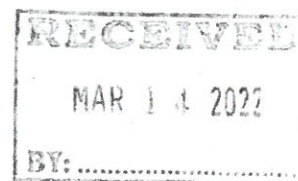
III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Summit Fire Medical Responder Active Shooter Protection**" and funded at **\$11,838** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$11,838** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.



VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

- a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

BULLETPROOF IT, LLC
Jeff Meining
3104 NW 115th St
Vancouver, WA 98685
sales@bulletproof-it.com
360-518-2464

QUOTE

Ship To: Fire Chief's Office
Flagstaff Fire Department
211 W Aspen Ave
Flagstaff, AZ 86001

QUOTE NUMBER: 05/23/2022

P.O DATE	PO NUMBER	SHIPPED VIA	F.O.B. POINT	TERMS
TBD	TBD	Lowest Cost	Destination	NET 15

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10	BPI-RTF-KIT-CUSTOM	Rescue Task Force Kit Includes: 1 Qty NIJ Level IIIA Ballistic Rescue Task Force Vest- Includes 11"x14" Front, 11"x14" Back and 5"x15" Side Armor inserts. Blue,U.S Made NIJ Certified Soft Armor Includes:(2) FIRE Patches 1 Qty PASGT Cut Ballistic Helmet NIJ IIIA for 9mm and .44mag, Dial Retention, Black Color, Large/Xlarge TAA Compliant	\$ 1,088.00	\$ 10,880.00

Lead time can be 30-60 Days ARO

Sub Total	10,880.00
Shipping	\$200
AZ Tax 9.18%	\$1017.14
Total	12,097.14



D-U-N-S NUMBER- 040434165

CAGE CODE- 6ZWAI

Armor Solutions Specialist

SUBRECIPIENT AGREEMENT

21-AZDOHS-HSGP-210107-01

Between

The Arizona Department of Homeland Security

And

Summit Fire District (DUNS# 144562188)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Summit Fire District** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2021** and shall terminate on **September 30, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Summit Fire Medical Responder Active Shooter Protection**" and funded at **\$3,996** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2021-SS-00005-S01 and CFDA #97.067:

- a. Provide up to **\$3,996** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.

- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. RESEARCH AND DEVELOPMENT

The Subrecipient agrees and understand that this award is not for Research and Development.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Sub-part D).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
 - a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM "covered telecommunications equipment or services" means:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

Article AN - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs.

XXXVII. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



**Adoption Resolution
Board of Directors Resolution # 2021-9
(Fiscal Year 2022-2023 Budget Adoption)**

A Resolution of the elected officials of Summit Fire and Medical District adopting an operating budget for Fiscal Year 2022/2023 in the amount of \$7,776,468; to set the Districts Mil Rate to 3.25; to encumber sufficient funds to cover outstanding items (liabilities, purchase orders, invoices etc.) from the previous fiscal year; and to commit any remaining revenues over expenditures to be transferred to the next fiscal year's budget.

Whereas, Arizona Revised Statutes, Title 48 require the Summit Fire and Medical District to adopt an annual operating budget and:

Whereas a Public Hearing was held in compliance with State Law on the proposed Fiscal Year 2022-2023 operating budget containing funding for continued emergency and fire services, salaries, wages and benefits for District employees, general operating expenditures, continued training expenditures, and debt services.

Resolved at a duly noticed public meeting of the Governing Board of Summit Fire and Medical District to adopt the Fiscal year 2022-2023 Annual Operating Budget in the amount of \$7,776,468 (attached); to encumber sufficient funds to cover outstanding items (liabilities, purchase orders, invoices, etc.) from the previous fiscal year; and to commit any remaining revenue over expenditures to be transferred to the next fiscal year; on Wednesday, June 15, 2022 by a majority of the Governing Board Members.

Approved:

Jim Timney, Board Chairman

Robb Faus, Board Clerk



Fiscal Year 2022/2023 Budget
Summit Fire and Medical District Annual Budget and Operational Plan

Adopted Budget

	2022/2023	2023/2024
Expenditures by Category		
Payroll 41 FTE	\$ 2,846,216	\$ 2,936,859
Pensions	\$ 401,549	\$ 413,595
Payroll Expenses	\$ 321,880	\$ 343,079
Personnel insurance	\$ 343,454	\$ 364,061
Total Personnel Services	\$ 3,913,098	\$ 4,057,595
COP Payment	\$ 467,458	\$ 540,458
Contractual	\$ 649,829	\$ 688,819
Programs	\$1,318,198	\$ 1,318,198
Capital/Grants	\$575,000	\$ 575,000
Total Expense	\$ 6,923,584	\$ 7,180,070
Expenditures by Program		
Suppression/EMS	\$ 278,198	\$ 278,198
Training	\$ 31,500	\$ 31,500
Wildland	\$ 15,000	\$ 15,000
Wildland Call Out	\$ 900,000	\$ 900,000
Fleet/Facilities	\$ 93,500	\$ 93,500
	\$ 1,318,198	\$ 1,318,198
Source Funding		
Budget Stabilization Fund	\$ 1,100,000	\$ 1,100,000
West Side Capital Fund	\$ 422,224	\$ 426,446
Emergency Fund	\$ 161,347	\$ 162,960
Capital Fund	\$ 100,000	\$ 150,000
Mill Rate	3.250	3.375
	\$ 149,905,060	\$ 157,400,313
Tax Revenues	\$ 4,871,914	\$ 5,312,261
FDAT	\$ 360,000	\$ 363,600
Misc. Income	\$ 156,000	\$ 163,800
Grant Funding	\$ 550,000	\$ 550,000
Wildfire Income	\$ 1,000,000	\$ 1,000,000
Total Revenue	\$ 6,937,914	\$ 7,389,661
Budget Stabilization Fund	\$ 838,554	\$ 852,884
Total Income	\$ 7,776,468	\$ 8,242,545
Total Expenses	\$ 6,923,584	\$ 7,180,070
Budget Stabilization	\$ 852,884	\$ 1,062,475

Copies of the budget are available upon request through SFMD's Administrative Office or by visiting the District website at www.summitfiredepartment.org, or calling 928-526-9537.



**Adoption Resolution
Board of Directors Resolution # 2021-10
(Fiscal Year 2022/2023 GO Bond Repayment Budget Adoption)**

This resolution of the elected officials of Summit Fire and Medical District: to adopt the Debt Services Bond Budget for Fiscal Year 2022/2023 to encumber enough funds to cover outstanding bond debt in the amount of \$292,464.77 for 2022/2023; to set the GO Bond Repayment Budget rate at \$00.1951. These funds are to be deposited into the Debt Services account for all payments.

Whereas, Arizona Revised Statutes, Title 48 require the Summit Fire and Medical District to adopt an annual operating budget and:

Resolved at a duly noticed public meeting of the Governing Board of Summit Fire and Medical District to adopt the Fiscal year 2022/2023 GO Bond Repayment Budget in the amount of \$292,464.77 to encumber sufficient funds to cover outstanding items from the previous fiscal year; and to commit any remaining revenue over expenditures to be transferred to the next fiscal year; on Wednesday, June 15, 2022 by a majority of the Governing Board Members.

Approved:

James Timney, Board Chairman

Robb Faus, Board Clerk

FIREFIGHTER CODE OF ETHICS

As a firefighter and member of the Flagstaff - Summit Fire Department, my fundamental duty is to serve the community; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire engineering.

I will uphold the standards of my profession, continually search for new and improved methods, and share my knowledge and skills with my contemporaries and successors.

I will not allow personal feelings, nor danger to self, deter me from my responsibilities as a firefighter.

I will at all times, respect the property and rights of all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the fire service. I will never use my official position to obtain advantages or favors for myself, my friends, or family.

I will constantly strive to achieve the objectives and ideals, dedicating myself to my chosen profession—saving of life, fire prevention, and fire suppression.

As a member of the Flagstaff - Summit Fire Department, I accept this self-imposed and self-enforced obligation as my responsibility.

MISSION

Protecting Values At Risk

Our Mission- Ensuring exceptional customer service to the community, visitors and surrounding region.

Our Vision - Dedicated to life safety and fire protection services. The Mission of the Flagstaff and Summit Fire Department is to provide caring and excellent customer service utilizing our highly trained professional staff, innovative leadership, and aggressive problem-solving skills. We will provide a rapid and effective response to all requests for service by the community, visitors and surrounding region.

Our Values- Integrity, Honesty, Respect and Trust

Organizational Structure

200.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the organizational structure of the Flagstaff Fire Department and Summit Fire & Medical District. This policy also provides guidance regarding each department's reporting process through the chain of command.

200.2 POLICY

It is the policy of the Flagstaff Fire Department and Summit Fire & Medical District to organize its resources in a manner that allows for effective and efficient service delivery to the public. To ensure effective organizational communication, members should generally adhere to the established chain of command unless there is a good faith and reasonable basis for utilizing an alternate channel of communication.

200.3 DIVISIONS

The Fire Chief for each agency is responsible for managing the Flagstaff Fire Department and Summit Fire & Medical District. The following Divisions make up the Flagstaff Fire Department and Summit Fire & Medical District:

- Administration Division
- Fire Operations Division
- Community Risk Reduction Division

200.3.1 ADMINISTRATION DIVISION

The Administration Division for each agency is directed by a Deputy Fire Chief and provides administrative support to the Fire Chief; prepares and coordinates the department budget; acts as liaison with the Human Resources/Administration Division regarding recruitment, promotion and performance appraisals; manages information technology systems and payroll functions; and reviews, prepares and presents staff reports to the Department, the City/District staff and City/District officials.

It is the responsibility of the Administration Deputy Fire Chief to prepare and maintain a current organizational chart.

The Deputy Chief of Administration may also coordinate with the Flagstaff Police Department Communication Manager regarding Dispatch services.

200.3.2 FIRE OPERATIONS DIVISION

The Fire Operations Division for each agency is directed by a Deputy Fire Chief. The Fire Operations Division responds to all fire, rescue and medical aid calls for service; manages major disaster responses; and staffs various emergency response apparatus and support units. The role also acts as liaison with the Human Resource/Administration Division regarding recruitment, promotion and performance appraisals.

Organizational Structure

The Fire Operations Deputy Fire Chief may also coordinate with the Flagstaff Police Department Communications Manager regarding Dispatch services.

200.3.3 COMMUNITY RISK REDUCTION DIVISION

The Community Risk Reduction Division for each agency is directed by a Deputy Fire Chief. The Community Risk Reduction Division's mission is to engage in investigation, education, prevention and mitigation of fire incidents or accidents. It is also responsible for the management and oversight of the Wildland Fire Division. The role also acts as liaison with the Human Resource/Administration Division regarding recruitment, promotion and performance appraisals.

The Community Risk Reduction Division performs inspections of businesses and occupancies as mandated by applicable law. In addition, the Division may be the lead agency or act as a support service in the investigation of all major fires occurring within the jurisdiction of the Flagstaff Fire Department and Summit Fire & Medical District.

200.4 UNITY OF COMMAND

The principles of unity of command ensure efficient supervision and control within each Department. Generally, each member is accountable to a single supervisor at any time for a given assignment or responsibility. Except where specifically delegated or where authority exists by virtue of policy or a special assignment (e.g., emergency incidents), any supervisor may temporarily direct the subordinate of another supervisor if an operational need exists.

200.5 CHAIN OF COMMAND

Respect for rank is essential for administrative and operational efficiency. All members of the Flagstaff Fire Department and Summit Fire & Medical District shall adhere to the chain of command. All members shall follow the National Incident Management System (NIMS) and the Incident Command System (ICS) and operate within their parameters throughout the duration of all emergency incidents.

A supervising or commanding officer will be identified for each department member. This supervisor/commanding officer is the first step in the organizational chain of command, followed by the next level of commanding officer as set forth in the department's organizational structure. In the event that no supervisory officer is available, rank will be determined by seniority in rank.

Members of the Flagstaff Fire Department and Summit Fire & Medical District shall generally conduct department business through the established chain of command. Members shall consult with and report to their commanding officer/supervisor when making recommendations for changes, alterations or improvements concerning department matters. Members shall forward all reports and recommendations through the chain of command. The submission should include written comments from the member's immediate supervisor to indicate whether he/she approves of the recommendation. No memo or recommendation should be stopped in the chain of command before it reaches its intended destination/officer.

Organizational Structure

Other than the exceptions set forth below, no member of the Flagstaff Fire Department and Summit Fire & Medical District shall initiate contact with any member of the governing board or with any other local, regional, state or federal official regarding any matter affecting the Flagstaff Fire Department and Summit Fire & Medical District without having first informed the Fire Chief through the chain of command.

Exception: The union/labor will attempt to communicate issues directly with Fire Chief, but have the right to talk directly with the City Council or Fire Board.

200.6 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

A member who believes any written or verbal order to be unlawful or in conflict with another order shall:

- (a) Immediately inform the supervisor issuing the order, and also the member's immediate supervisor or the Fire Chief, of the conflict or error of the order.
- (b) Provide details explaining the grounds for believing there is a conflict or error.
- (c) Request clarification, guidance and direction regarding following the order.
- (d) Request the order in writing, absent exigent circumstances, should the conflict or perceived error be unresolved.
- (e) Respectfully inform the supervisor that he/she intends to disobey what he/she reasonably believes to be a conflicting or unlawful order.

A member's decision to disobey an order that he/she believes to be unlawful is not a bar to discipline should the order be determined as lawful.

200.7 ALTERNATE CHANNELS OF COMMUNICATION

All members shall endeavor to keep their supervisors informed of any matters that may affect the safety, welfare or operations of the Department.

As a general matter, any concern about a workplace situation should first be raised with the member's immediate supervisor. It is recognized, however, that there may be occasions where the use of the established chain of command may not be appropriate. If an issue is of a personal nature, involves a sensitive matter, is of significant importance to the Department or involves other members or supervisors, the member may consult directly with the Deputy Fire Chief, the Fire Chief or a representative of the Human Resources/Administration Division.

All members are free to make or prepare to make, in good faith, any complaint that identifies ethical or legal violations, including fraud, waste, abuse of authority, gross mismanagement, violations of the law or practices that may pose a threat to the health, safety and security of the public or members without fear of actual or threatened discrimination, retaliation or reprisal. Such

Organizational Structure

complaints are not subject to the chain of command and may be made to any supervisor or directly to the Human Resources/Administration Division. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, applicable state law, ordinance or collective bargaining agreement.

Any form of reprisal or retaliation against any member for making or filing a complaint in good faith or for participating in the investigation of a complaint is prohibited. Any member engaging in any form or type of reprisal or retaliation is subject to discipline (see the Anti-Retaliation Policy).

Departmental Directives

202.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process to make immediate changes to department policy. The Flagstaff Fire Department and Summit Fire & Medical District will, as necessary, issue Departmental Directives that will immediately modify or change and supersede the sections of this manual to which they pertain.

202.2 POLICY

It is the policy of the Flagstaff Fire Department and Summit Fire & Medical District to make any immediate changes to policy and procedure in accordance with adopted/approved City of Flagstaff or Summit Fire Board policies and in step with the current collective bargaining agreement for Summit Fire & Medical District. Generally, the establishment of Departmental Directives is management's prerogative but employee participation through the Organizational Collaborative Process (OCP) may be sought in the development of those policies. It is the policy of the Department to comply with any meet-and-confer requirements between labor groups and authorized department representatives.

202.3 RESPONSIBILITIES

The Fire Chief for each agency shall issue all Departmental Directives.

All department officers and/or supervisors shall be responsible for communicating Departmental Directives to all members under their command and/or direct supervision.

Departmental Directives will be rescinded upon incorporation into this manual.

All Departmental Directives shall be reviewed periodically to authenticate or determine if they are currently applicable to the mission of each Department.

Liability Claims

204.1 PURPOSE AND SCOPE

This policy provides guidelines for the management of all claims, including personal injury and property loss or damage, filed against the Department.

204.2 POLICY

It is the policy of this department to evaluate and resolve claims in a timely manner, as appropriate. Typically all claims should include notification through the Chain of Command and referred for filing to the Risk Managers office for each agency.

204.3 RESPONSIBILITY

The Fire Chief should designate a Deputy Fire Chief along with a Risk Manager to receive, investigate and evaluate any claim for loss or damage received by the Department.

Any member of the departments who becomes aware of any potential for a claim or lawsuit, or who receives a formal written claim against the Department, shall refer the individual or party to the Risk Manager as soon as practicable.

204.4 RESPONSE TO CLAIMS

The Risk Manager or assigned Deputy Fire Chief will investigate all claims for money or damages received and will resolve claims as appropriate and within guidelines approved by the Fire Chief and the department's governing body.

The Risk Manager or assigned Deputy Fire Chief should ensure the claim is accepted or rejected. Notice of acceptance or rejection should be given to the claimant in writing and in compliance with state law. If a claim is rejected because it was filed late, the notice should state that the claim was returned as untimely.

Electronic Mail

205.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the Department.

205.2 POLICY

Flagstaff Fire Department and Summit Fire & Medical District members shall use email in a professional manner in accordance with this policy and current law (e.g., Arizona Public Records Law).

205.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any department technology system.

The Department reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the Department, including the department email system, computer network or any information placed into storage on any department system or device. This includes records of all keystrokes or Web-browsing history made at any department computer or electronic devices.. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices.

205.4 RESTRICTED USE

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration or practices of the Department.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing or any other inappropriate messages on the email system is prohibited and may result in disciplinary action and or termination..

Email messages addressed to the entire department are only to be used for official business-related items that are of particular interest to all users. In the event that a member has questions about sending a particular email communication, the member should seek prior approval from his/her supervisor.

It is a violation of this policy to transmit a message under another member's name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Members are required to log off the network or secure the workstation when the computer is

Electronic Mail

unattended. This added security measure will minimize the potential misuse of a member's email, name or password.

205.5 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record under Arizona Public Records Law and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Custodian of Records shall ensure that email messages are retained and recoverable as outlined in the Records Management Policy.

Minimum Staffing Levels

207.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for unit staffing levels based on daily operational needs, and unique local or regional circumstances, consistent with the collective bargaining agreement with the Summit Fire & Medical District..

Staffing levels may be established through adopted Standards of Cover or at levels approved by the Authority Having Jurisdiction (AHJ), the Fire Chief and the collective bargaining agreement with the Summit Fire & Medical District..

207.1.1 DEFINITIONS

Definitions related to this policy include:

Qualified -- Any member who has satisfactorily met the requirements for the position (e.g., engineer, Captain), either through promotional examination or a task book program approved by the Department.

Out of class assignment - Any situation in which a member of the Department functions in a rank above his/her normal position description and job duties.

207.2 POLICY

The Department balances the member's needs and wishes with the need to have flexibility and discretion in using personnel to meet operational needs. While balance is desirable, the principle concern is the need to meet the operational requirements of the Department.

207.3 OUT OF CLASS ASSIGNMENTS AND SUPERVISION

In order to accommodate operational flexibility and other unforeseen circumstances, any firefighter or an engineer, if qualified, may be used as a Captain for a limited time consistent with any existing policy and or applicable collective bargaining agreement with the Summit Fire and Medical District.

With prior authorization from the Deputy Fire Chief or the authorized designee, a qualified Captain may act as the Battalion Chief for a limited time.

Decisions regarding supervision should result in each firefighter and engineer being supervised by a single Captain or acting Captain. Each Captain should be supervised by a Battalion Chief or an acting Battalion Chief.

207.4 MINIMUM STAFFING GUIDELINES

In order to meet operational needs, the following minimum staffing guidelines should be followed whenever practicable:

- (a) Engine companies should be comprised of a minimum of one Captain, one engineer and one firefighter.

Minimum Staffing Levels

- (b) Ladder trucks or aerial units should be comprised of a minimum of one Captain, one engineer and one firefighter.
- (c) Rescue Units should be staffed with one Captain and one firefighter.
- (d)

If staffing falls below minimum guideline levels, the Battalion Chief shall have the authority to call back a sufficient number of personnel to fill vacancies. This includes holding over personnel from a previous shift.

The Captain is responsible for promptly notifying the Battalion Chief in the event that the number of available on-duty personnel falls below the recommended minimum staffing guidelines.

Should a situation arise where an apparatus responds with less than the minimum number of qualified personnel, the officer in charge should notify Dispatch that the unit is understaffed and request that an additional unit respond..

Should there not be sufficient staffing available, the Fire Chief has the right to temporarily close a fire station or reduce the number of units based on best practice or standard of cover analysis that best meets demand.

Post-Incident Analysis

208.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a uniform Post-Incident Analysis (PIA) to identify strengths and weaknesses within the Department. This policy describes the various types of PIA that can be used in the evaluation of department performance. A PIA may also be used to identify equipment needs, staffing deficiencies and training needs. The information collected during the PIA process also may be useful in justifying future funding requests for equipment, personnel and/or training.

208.2 POLICY

The PIA is a valuable tool to improve the overall operations of the fire service. It is the policy of these departments to use the PIA as a tool for Incident Commanders (ICs), Battalion Chiefs, Shift Commanders and command staff to identify areas of strength and weakness within the Department on an incident-by-incident basis, for the purpose of continuous improvement.

The PIA may additionally be utilized in department-wide training to communicate continuous improvement of emergency scene operations and fireground safety.

208.2.1 RESPONSIBILITIES

The Operational Deputy Fire Chief, ICs, Battalion Chiefs, Shift Commanders and command staff have shared responsibility for the overall effectiveness of the PIA process.

The IC should informally analyze every incident to improve personnel, unit and system performance. After every major incident or special event, the IC should develop a PIA to determine strengths, weaknesses and lessons learned about the incident operation.

Anyone may request a PIA of a particular incident. Any PIA requests must be made through the chain of command.

Any significant safety issue that is identified in the PIA shall be addressed immediately, if it was not already resolved prior to the PIA being completed. If appropriate, a report should be sent to the International Association of Fire Chiefs (IAFC) Near-Miss Reporting System on any significant safety issues.

208.3 POST-INCIDENT ANALYSIS

A PIA should be completed within 30 days of an incident and may result in recommendations for changes to procedures, staffing, equipment use, policy and/or training to better enable the Department to serve the community.

A PIA should include lessons learned from the observation of effective and efficient methods of mitigating a major incident. These include all strategic decisions, operational issues, built-in fire protection devices and anything else that assisted in mitigating the incident.

(a) A PIA may include:

1. Evaluation of the overall operational effectiveness.

Post-Incident Analysis

2. Evaluation of safety procedures.
3. Evaluation of the success or failure of tactical objectives.
4. Evaluation of the application and effectiveness of policies and/or procedures.
5. Specific knowledge that might be beneficial.

(b) The information gained from a PIA should be used by Captains and staff teams to:

1. Reinforce the incident management system.
2. Evaluate current training programs and/or identify training needs.
3. Evaluate current policies and procedures.
4. Identify and prioritize planning needs for the future.
5. Identify equipment problems/concerns.
6. Evaluate fire prevention inspection and public education effectiveness.

208.4 TYPES OF POST-INCIDENT ANALYSIS

208.4.1 HOT WASH

An incident "hot wash" should be performed at the incident scene prior to the release of equipment or personnel. A hot wash is a meeting of all involved personnel on-scene. It is an informal briefing of the incident, the actions taken and problems encountered. An IC may present an analysis with key companies or crews while they are on-scene. The advantage to this is that crews are present and all aspects of the call are still fresh. One disadvantage to a hot wash might occur at medical incidents, when some members may be caring for patients and are unable to participate.

If the analysis takes place while on-scene, it is the responsibility of the IC to:

- Meet in a safe area, even if it requires relocating to another area.
- Ensure that the meeting area is inaccessible by the public and media.
- Consider the impact of company downtime.
- Consider public perception.

208.4.2 INFORMAL PIA

An informal PIA is used following smaller multi-company incidents, such as structure fires, medical incidents or special operations incidents. The IC or a designated representative should arrange for and conduct the informal analysis.

208.4.3 COMPANY-LEVEL PIA

A company-level PIA is highly encouraged and should be a standard communication tool for all Captains. It is appropriate for significant incidents involving single companies as well as multiple-company stations where more than one company participated in the incident.

Post-Incident Analysis

Company-level analysis promotes unity and teamwork, enhances communication, improves company performance and is a useful tool for evaluating the health and welfare of crew members following certain traumatic incidents. A company-level PIA can take place while at the fire station or any location that provides privacy.

208.4.4 FORMAL PIA

(a) A formal PIA should be conducted following all:

1. Multiple-alarm structure fires.
2. Multiple-alarm brush fires.
3. Multiple-alarm Emergency Medical Services (EMS) incidents.
4. Multiple-alarm special operations incidents.
5. Major disaster drills.
6. Unusual incidents identified by the IC or other staff officers.

(b) A formal PIA should be considered for:

1. A building fire in which three or more rooms are severely damaged by fire, or where unusual extinguishment problems existed.
2. Any incident in which an unusual event occurs (e.g., explosion, collapse).
3. Any fire resulting in a fatality.
4. Any fire resulting in injury to firefighters that is serious enough to require transport to a medical facility.
5. Any "close call" incident where firefighters could have been injured.
6. Any hazardous materials incident with multi-company involvement.
7. Any specialty rescue operation with multi-company involvement.
8. Any incident, at the IC's discretion or at the request of a Captain.

(c) The Operational Deputy Fire Chief is responsible for scheduling and facilitating the presentation of all formal PIAs. This will include:

1. Setting a presentation date and location within three days (whenever possible) of the incident.
2. Supervising the completion of an incident analysis packet that should include a summary of the incident, drawings and identification of any lessons learned.
3. Developing a written After Action Report (AAR) summarizing the PIA and submitting it to the Fire Chief for approval and distribution.
4. Notifying Shift Commanders.
5. Coordinating/scheduling with other departments or outside agencies that worked the incident.
6. Arranging move-up and/or cover companies from other departments.

Post-Incident Analysis

- The Shift Commander is responsible for notifications to all members of the shift who are scheduled to attend the PIA. All members should be notified within one week if a formal PIA is being arranged to allow them to prepare or gather any necessary documentation.
- Copies of the AAR should be saved on the Share Drive for all personnel to review.
- A copy of all PIAs and AARs shall be forwarded to the Fire Chief for approval prior to distribution, including any determinations or conclusions reached through the PIA presentations.

Incident Management

300.1 PURPOSE AND SCOPE

The purpose of this policy is to establish operational guidelines for members of the Department to use in the management and mitigation of all-hazards emergency incidents.

300.1.1 DEFINITIONS

Definitions related to this policy include:

All-hazards - An incident, natural or manmade, that warrants action to protect life, property, the environment, and public health or safety, and to minimize disruptions of government, social or economic activities.

300.2 POLICY

It is the policy of the Flagstaff Fire Department and Summit Fire & Medical District to utilize the Incident Command System (ICS) or other National Incident Management System (NIMS)-compliant incident management system for managing all emergency incidents. All incident-related activities should be managed in accordance with established ICS/NIMS methods and procedures.

300.3 INCIDENT MANAGEMENT

The Administration Deputy Fire Chief should ensure the Department adopts written ICS/NIMS procedures that are compatible with neighboring jurisdictions. These procedures should be available to members.

Emergency incidents shall be managed utilizing trained and qualified personnel for the specific tactical, supervisory or command level assignments.

Emergency Response

301.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure a safe and appropriate response to emergencies while maintaining the safety of department members and the public by requiring operators of department vehicles to conform to applicable Arizona laws and regulations during an emergency response (ARS § 28-624).

301.1.1 DEFINITIONS

Definitions related to this policy include:

Emergency lighting equipment - A minimum of one red, or red and blue, light on the front of the vehicle visible under normal conditions 500 feet from the vehicle (ARS § 28-624).

Emergency response - Any call for service or assistance involving fire, explosion or violent rupture; human rescue; human entrapment; illness or injury; hazardous materials release or threat of contamination; flooding; threatened or actual acts of violence; any explosive, bomb or threatened bombing; any act of terrorism; any natural disaster; or any other circumstance that presents a threat to life-safety or to property.

301.2 POLICY

It is the policy of the Flagstaff Fire Department and Summit Fire & Medical District to appropriately respond to an emergency call.

301.3 EMERGENCY CALLS

Fire personnel dispatched to an emergency shall proceed immediately, shall continuously operate emergency lighting equipment and shall sound the siren as reasonably necessary (ARS § 28-624).

Responding with emergency lights and siren does not relieve personnel of the duty to continue to drive with due regard for the safety of all persons. The use of any other warning equipment without emergency lighting equipment and siren does not provide any exemption from the Arizona traffic laws (ARS § 28-624).

Personnel should only respond with emergency lights and siren when dispatched to an emergency or when circumstances reasonably indicate an emergency response is required.

Personnel not authorized to respond with emergency lights and siren shall observe all traffic laws and proceed without the use of emergency lights and siren.

301.4 MULTIPLE EMERGENCY VEHICLE RESPONSES

When more than one apparatus responds to an emergency, emergency vehicle operators should remain alert to the presence of other emergency vehicles and exercise due caution. Personnel must further exercise due caution in recognizing that traffic yielding to one emergency vehicle may not expect other emergency vehicles to follow.

Emergency Response

301.5 INITIATING AN EMERGENCY RESPONSE

If a Captain believes an emergency response to any call is appropriate, the Captain shall ensure Dispatch is immediately notified.

301.6 RESPONSIBILITIES OF RESPONDING PERSONNEL

Emergency response vehicle operators shall exercise sound judgment and care, with due regard for life and property, while operating a vehicle en route to an emergency response. Emergency vehicle operators shall reduce speed at all street intersections to the extent that the vehicle operator feels is necessary to ensure complete control of the vehicle. It may be necessary to come to a complete stop to ensure other vehicles have the ability to yield.

The decision to continue an emergency response is at the discretion of the emergency vehicle operator or Captain. If, in the judgment of either individual, the roadway conditions or traffic congestion do not permit such a response without unreasonable risk, the response may be continued without the use of emergency lighting equipment and siren at the legal speed limit. In such an event, the Captain should ensure Dispatch is promptly notified. Personnel shall also discontinue the emergency response when directed by any supervisor.

301.7 FAILURE OF EMERGENCY EQUIPMENT

If the emergency equipment on the vehicle should fail to operate, the vehicle operator must terminate the emergency response and respond accordingly. In all cases, the Captain shall notify Dispatch of the equipment failure so that another apparatus may be assigned to the emergency response.

SFMD POLICIES AND PROCEDURES		-Page 1 of 3
Volume: Operations	Section: Response	Number: 236?
Subject: Out of District Emergency Response		
Date Issued: April , 2022		Originator: DC Ops
Rescinds: None		Approval: Fire Board

Purpose

This policy provides instruction on the implementation for Out-of-District and Mutual Aid requests for emergency response. ~~The response boundary of 20 Miles for events on interstates bordering our district are established or mutual aid request by public safety agencies.~~

Summit Fire and Medical District (SFMD) has established methods for billing responsible parties for emergency response through Recovery Hub or ~~enter into~~ contracts for service ~~with~~ between privately owned parcels and the fire district-. All out of district responses (except where contracts are in place) should be billed for services rendered.

Policy

It is the policy of SFMD to ~~extend services to selected unincorporated lands surrounded by the Summit Fire District and selected unincorporated lands outside the district.~~ provide protection to our primary district. If requested, outside our primary district response boundary a decision will be made based on several factors at the Battalion Chief level.

Procedure

20 Mile Rule- ~~20 miles is established for emergency responses on State or Federal Highways (89N, I-40 and 180), and Leupp Rd. 20 miles outside of SFMD incorporated limits is considered to be the maximum distance that we can be effective (other than Mutual Aid request).~~ ~~20 miles is established for emergency responses on State or Federal Highways (89N, I-40 and 180), and Leupp Rd.~~ The Battalion Chief will decide on the distance and responding resources, based upon the information received and/or circumstances within the district. ~~and if incident is accessible when apparatus is parked on the pavement.~~ See the mile post boundaries that establish a maximum for this 20 milethese 20 miles.

Road Name	District Boundary	20 Mile Maximum
Highway 180 North	MP 224	MP 244
Highway I -40	MP 211.5	MP 231.5 (Meteor Crater)
Highway 89 North	MP 431.5	MP 451.5
Leupp Rd	MP 431.5	Reservation Line MP443.5

Out of district areas: (Alpine Ranchos, Kendrick Park, etc.) Due to the historical nature of emergency response to these areas and firefighter safety, SFMD personnel will not respond to these areas without the addition of if CCSO on scene and requestion mutual aid.

The Navajo Nation is covered by the Navajo Nation Fire Department for fire and EMS along with a contract with GMT for medical-. SFMD will no longer respond to fire or EMS incidents on Navajo Nation property unless covered under Mutual Aid requests as noted below.

Commented [MW1]: This seems to say we will go as a policy. I recommend we consider the wording here.

I think our policy should be "to provide protection to our primary district. If requested, outside our primary district response boundary a decision will be made based on several factors at the BC level.

Commented [MW2]: Are we always going if CCSO is on scene? Maybe say, if CCSO is on scene and requesting mutual aid?

FIRE STRUCTURE - GENERAL GUIDELINES FOR RESPONSE:

For areas outside of the incorporated limits, SFMD may respond when requested by fire agencies, DPS, CCSO, Forest Service, or the State Land Department:

1.

When it does not leave the district unprotected.
2.

When there are lives or viable property threatened by fire.
3.

Anytime a contractual arrangement is in question.

Commented [MW3]: This says more what we were talking about that is a decision vs. going against policy.

WILDLAND FIREs - GENERAL GUIDELINES FOR RESPONSE:

Refer to GFR Wildland Operating Guidelines 6.112

We will respond outside our incorporated boundary to anything accessed off the highway up to 20 miles and, if requested by a partnering agency with enough available resources and, or the incident is deemed threatening to our District.

One engine and BC for off district assignments (Is there a distance here?) after obtaining a resource order from State Land-- The responding Battalion Chief or Incident Commander can add resources as appropriate--.

EMS - GENERAL GUIDELINES FOR RESPONSE:

For areas outside the district boundaries, the Summit Fire Department may respond when requested by other public safety agencies that we have mutual aid agreements with. (Ex. DPS, CCSO, SAA).

Ambulance requests- We will respond to an EMS location outside district boundaries if the ambulance is on scene and requesting assistance for manpower. SFMD will bill the responsible party for services provided.

SFMD units will stay available while GMT is responding.

MVA - GENERAL GUIDELINES FOR RESPONSE:

For areas outside the district boundaries, the Summit Fire Department may respond when requested by other public safety agencies that we have mutual aid agreements with. (Ex. DPS, CCSO, SAA).

All MVA's will follow 20-mile rule as listed above-- SFMD units will stay on the pavement for all MVA's covered in this policy.

Battalion Chief Responsibilities:

The on-duty Battalion Chief is responsible for the administration of responses to areas outside the district. It is the responsibility of the on-duty Battalion Chief to ensure our administration officer is notified of any responses requiring billing--.

Commented [MW4]: I say we list all five of them every time to not confuse who is a mutual aid partner.

Commented [MW5]: SAA

An NFIRS report will be required for all incidents detailing how many companies, personnel, and what equipment was used on the event, duration of the event as well as RP information for billing. The Company Officer Incident Commander is responsible for the NFIRS report and should complete documentation notification before leaving duty. The preferred method of notification will be an email to the Administrative Specialist assigned to the Chief.

The Incident Commander should make all attempts to provide for the investigation and reporting as to the fire cause and origin at all fires under a contract.

SFMD March Run Numbers
Emergent and Non-Emergent



Station 32

Station 37

Station 33

The chart displays the monthly call volume for five distinct phone numbers. The data series are represented by different colored lines: black, orange, purple, pink, and cyan. The black line shows a sharp peak in April, while the orange line shows a general upward trend, particularly in the latter half of the year. The other three lines (purple, pink, and cyan) show more fluctuation but generally stay between 80 and 140 calls per month.

Month	Black Line	Orange Line	Purple Line	Pink Line	Cyan Line
Jan	100	115	95	90	95
Feb	80	85	110	100	100
Mar	95	95	100	95	90
Apr	140	125	100	105	100
May	85	105	130	115	110
Jun	-	110	125	120	115
Jul	-	135	115	125	115
Aug	-	135	135	130	115
Sep	-	125	135	125	115
Oct	-	115	90	100	110
Nov	-	105	95	95	105
Dec	-	125	90	90	85

2022	101	81	98	104	146	91						
5 Yr Avg	95	102	101	103	113	125	134	136	104	104	117	102

[illegible][illegible]