



VIDEO RECORDING OF THIS MEETING IS LOCATED ON OUR WEBSITE.

July 20, 2022, Regular Board Meeting Minutes

1. **CALL TO ORDER**-Board Chairman Timney called the meeting to order on 07/20/2022, 7:00 p.m. at 8905 Koch Field Road

2. **ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM**

Board Members: Board Chairman Timney, Board Clerk Faus, Board Member Milich, Board Member Parker
Board Member Dorskocil was absent

Administration: Chief Gaillard, Chief Bills, Chief Zambeck, Chief Fennell, Administrative Assistant II Schieffer, Administrative Officer Reed, Captain Slayton, Captain Pickett, Chief Torsten

Public: Marilyn and John Ruggles

Public via Zoom: Evelyn and Alene Kempton

3. **PLEDGE OF ALLEGIANCE**-Recited

4. **CALL TO THE PUBLIC**-none

5. **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

Administrative Reed gave the highlights of June 2022 Financials with the fiscal year ending prior to the audit. We are within our budget and budget stabilization was \$1,565,896 due to several invoices arriving late. Increase in overtime for this month of \$10,10,071 due to Pipeline Fire total recall overtime. There were no additional expenses for the month for the purchase and repair of an Engine. Update was that the 2009 Velocity Engine will be arriving tomorrow or Friday and will be in services within a week. There is three weeks remaining on Engine 31 repairs before we will receive.

Board Member Parker made a motion to approve the Financial Reports for June 2022 and Regular Board Meeting Minutes of June 15, 2022, Board Member Milich seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those present

AYES: Timney, Parker, Faus, Milich

NAYES: None

6. **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 Zambeck reviewed the call numbers for the month of June. There were a total of 91 calls which is down from our 5 year average. We have been receiving severe flooding in the area from the fires which explains the 51 calls for Station 32.

b. **Monthly Chief Updates** - Chief Gaillard- Recognize Captain Mike Pickett for 15 years of service with Summit Fire and Medical District. He is a heavy lifter for SFMD and the region with the wildland program. Chief Gaillard is grateful for his service, his dedication, his quality of work and for being a part of this department.

He presented a couple of videos of drone flights taken by the Coconino County Public Works of the flooding impacts to the District. Many firefighters have been working with the community in sandbags.

Chief Bills: There was a recall from the Greater Flagstaff Region to assist the community with

garbage, silt removal, water removal and sandbags placements. They were out in the community for about 12 hours

Chief Gaillard: This is just a very small glance of the impacts of the District. We anticipate new impacts on the Westside of the District. Your firefighters are heavily engaged. Chief Bills is working out of the County EOC in coordinating crews with the production of sandbags. The National Guard is here. There are not enough resources to complete the flood control objectives.

We are assisting and coordinating firefighter resources. We have about two more weeks of projected rains.

Chief Bills: We have an engine out in a wildland assignment in California. Neil Chapman is working with westside homeowners who signed up for grant monies to thin their properties, they are getting the work done and receiving grants funds which they match with their personal monies.

Chief Gaillard: One of the other things Neil Chapman has been tasked is working with the Forest Service to identify what types of projects could be identified on the Eastside for instance is there work that could be done to prevent another Tunnel or Pipeline Fires. Are there projects that can be identified and then collaborate to find funding sources to complete these projects. Neil Chapman and Chief Bills are handy in finding funding sources in Grants; however, the initial work is identifying these projects with the Forest Service.

- c. Local 1505 Update – Union Representative-none

7. NEW BUSINESS / ACTION ITEMS -

- a. Review, and discuss Eastside Restructure Pilot Project: Chief Fennel reviewed the June 2022 numbers with a total of 9 calls of Station 32 responding into Station 33 area of response. Average response times were 5:25 minutes in this area.

Administrative Officer Reed reviewed the 3 year payroll review with this June being almost \$300,000 less than the prior fiscal year of 2020-202. Expenses continue to fall as expected with this pilot program.

- 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. Administrative Reed presented the Intergovernmental Agreement with Highlands, Pinewood and SFMD for counseling services provided by Redemption Counseling. Funds for this IGA were approved in the 2022-2023 Budget. IGA had been reviewed and approved by County Attorney Brynes. Chief Fennell: This contract will give us more opportunities to received service without waiting 4-6 weeks for an appointment. Currently Tuesday mornings are open for SFMD for emergency counseling This will increase our availability to a counselor for an emergency situation. As a region we could have better availability is which started this, sat with Redemption Counseling, and looked at costs, this plan should help offset this increased use.

Highlands will receive the invoices from Redemption and will bill us depended on use.

Chief Gaillard: It points Highlands as the fiscal agent for this contract. Kudos to Chief Fennell in his effort as this program is reviewed around the State as we want to take care of our firefighters in crisis management. An area where there are very few resources.

Board Clerk Faus: It is an extremely valuable service. How long have we been providing this service?

Chief Fennell: This is our third year and seeing increase usage of the services.

Board Member Parker made a motion to approve the Intergovernmental Agreement for Firefighter Mental Health Services between the Highlands Fire District and Summit Fire and Medical District, Board member Milich seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those present

AYES: Timney, Parker, Faus, Milich

NAYES: None

- c. Review, discuss and possible action on repairs at Station 37. Administrative Officer Reed presented the spreadsheet to include the quotes for repairs for flood damage that occurred during last July's monsoons. All items will be covered by the insurance checks and both vendors will honor the quotes as written. Captain Pickett has been working on obtaining these quotes from vendors and scheduling the work to be completed.

Board member Parker made a motion to repair Station 37 flood damage with the funds received from the insurance claims per the quotes presented. Board member Milich seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those present

AYES: Timney, Parker, Faus, Milich

NAYES: None

d. Review, discuss, and possible action on Resolution No 2022-01 Legal Counsel. Board chairman Timney stated the board needs to make a motion to read Resolution No 2022-01 or title only. Board Member Milich made a motion to read the title only for Resolution No 2022-01 Legal Counsel, Board Clerk Faus seconded.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those present

AYES: Timney, Parker, Faus, Milich

NAYES: None

Administrative Officer Reed: Resolution No 2022-01 Legal Counsel.

Administrative Officer Reed: Presented letter from Coconino County Attorney's office to represent Summit Fire and Medical District for the fiscal year of 2022-2023. Upon administrative review there were no changes from last year's letter of services.

Board member Parker: The letter says that it is in the best interest for Summit Fire District to have access to Coconino County Attorney's Office, is this working for us.

Chief Gaillard: We have had some issues, when I say we the fire districts have had some issues, Attorney's office has had a lot of turnovers through the pandemic. Last month had a meeting with the County Attorney's Office and they have established some new administrative processes so when we make a request, we have clear expectations as to when we will receive these requests completed. It has already been better. They hired another paralegal so when we make a request it is looked at by a paralegal and attorney. We looked into outside counsel, and it is real expensive. Our recommendation is to continue to receive legal advice from Coconino County Attorney's Office. Maintain open lines on communication efforts.

Board Chairman Timney commented that Mr. Brynes is new to position as well.

Board member Milich made a motion to approve Item 8d Resolution No 2022-0 Legal Counsel to accept the letter of agreement from the Coconino County Attorney Office as written.

Discussion: none

Vote conducted. MOTION CARRIED unanimously by those present

AYES: Timney, Parker, Faus, Milich

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

Discussion on possible reviewing the Board Handbook and place on next month's agenda, however it was decided to wait until after the November elections.

Board member Parker: While driving around looking at the damage caused by flooding saw several people from different organizations and communities working with our community to help with the damage. We are up to our eyeballs in mud, and I appreciate all the organizations who are working with Summit Fire.

ADJOURNMENT

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

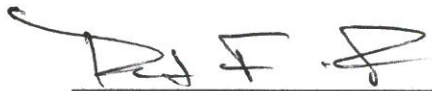
Discussion: none

Vote conducted. MOTION CARRIED unanimously by those present

AYES: Timney, Parker, Faus, Milich

Meeting adjourned at 6:47 p.m.

Respectfully submitted by:



Board Clerk Faus

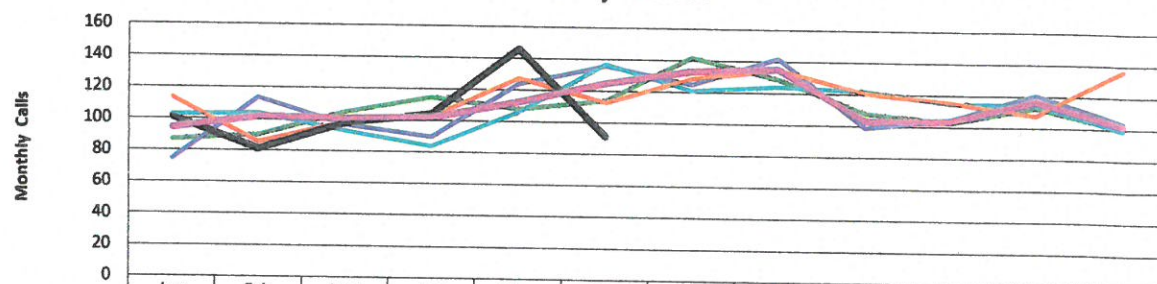
Date: 8/17/22

SFMD March Run Numbers Emergent and Non-Emergent

34

51

5



	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	91						
5 Yr Avg	95	102	101	103	113	125	134	136	104	104	117	102

[illegible][illegible]

Summit Fire and Medical District Fire Board Meeting

Action Consent Agenda 21/22

To: SFMD Fire Board
From: SFMD Administration
Date: July 20, 2022
Title: July Consent Agenda Items

Recommended Action: Approve Minutes and Financial reports
Can be approved all together in one motion

Action Summary: Approve Minutes – Public Hearing and Regular Board Meeting June 15, 2022, and Approve Financial Reports for June 2022

Financial Impacts: Monthly accountability for finances

Relation to Goals:
*Improve and account for the resources of the District both human and capital

Key Considerations:
District is 100% of the 2021-2022 Fiscal Year
Year End prior to Audit, we stayed within our budget
Budget Stabilization \$1.565.896.60 due to several invoices arriving late
Increase in overtime due to DFFM not reimbursing for Pipeline Fire of June 12, 2022

Additional Info:

Attachments:
Last Board Meeting Minutes
June Budget vs Actual
Fiscal Year Budget Vs Actual
Expenses vs Revenue Graph
Overtime Charts

	Jun 22	Budget	\$ Over Budget	% of Budget
100% of Fiscal Year 2021-2022 Completed				
Ordinary Income/Expense				
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%

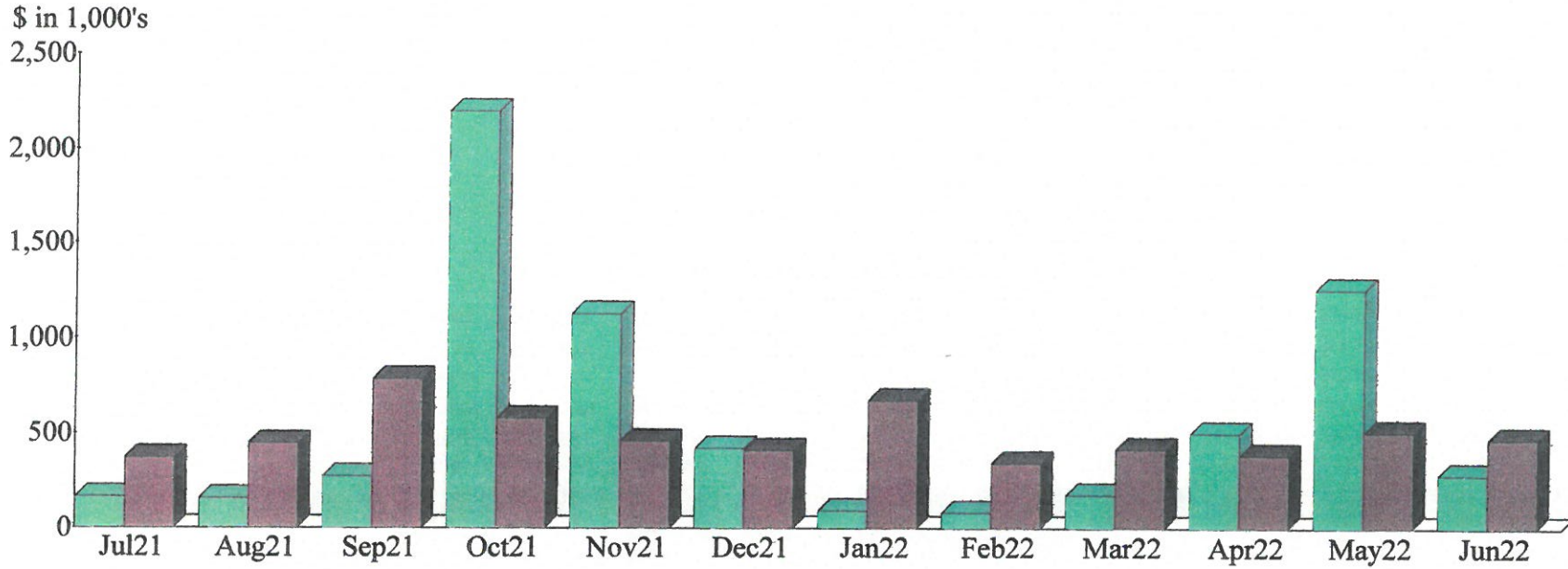
Budget Stabilization	\$1,565,896.60
OWA	\$209,323.32
Petty Cash	\$751.25
National Bank	\$25,567.73
Capital	\$180,477.51
Westside Capital	\$421,254.43
Emergency	\$161,683.07
Debt Services	\$38,633.14
Contingency /COP	\$1,875,931.19

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

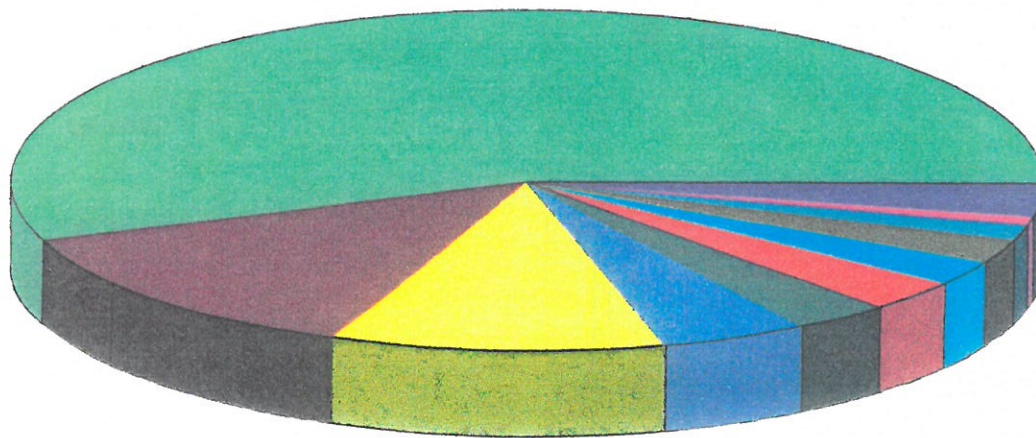
	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE	4,962,910.88	4,969,206.00	-6,295.12	99.9%
1200 GRANTS	66,115.24	785,000.00	-718,884.76	8.4%
1300 MISC INCOME	1,660,581.37	1,100,000.00	560,581.37	151.0%
Total Income	<u>6,689,607.49</u>	<u>6,854,206.00</u>	<u>-164,598.51</u>	<u>97.6%</u>
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	<u>5,833,283.05</u>	<u>6,851,402.80</u>	<u>-1,018,119.75</u>	<u>85.1%</u>
Net Ordinary Income	<u>856,324.44</u>	<u>2,803.20</u>	<u>853,521.24</u>	<u>30,548.1%</u>
Net Income	<u><u>856,324.44</u></u>	<u><u>2,803.20</u></u>	<u><u>853,521.24</u></u>	<u><u>30,548.1%</u></u>

Income and Expense by Month July 2021 through June 2022

Income
Expense



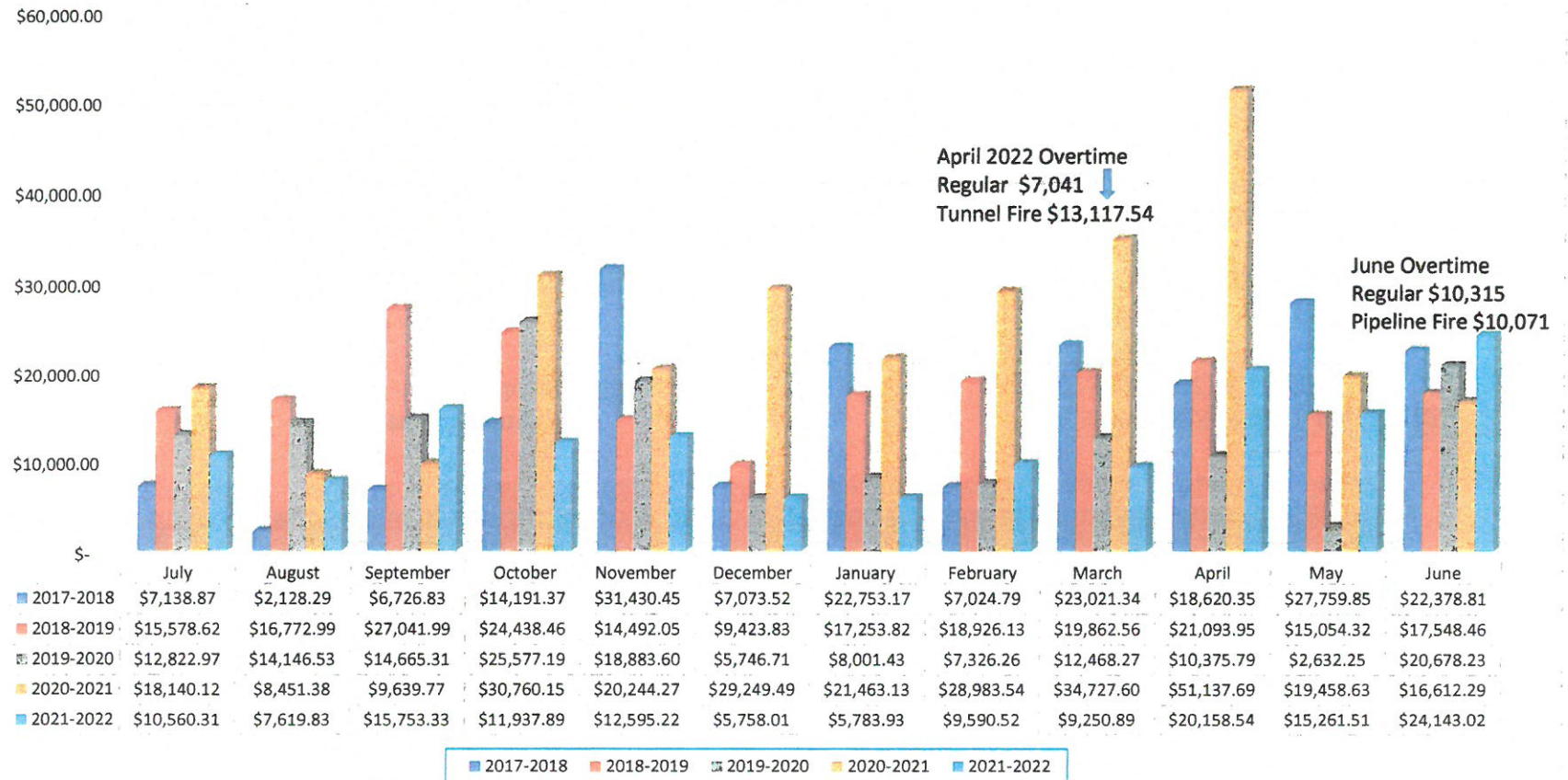
Expense Summary July 2021 through June 2022



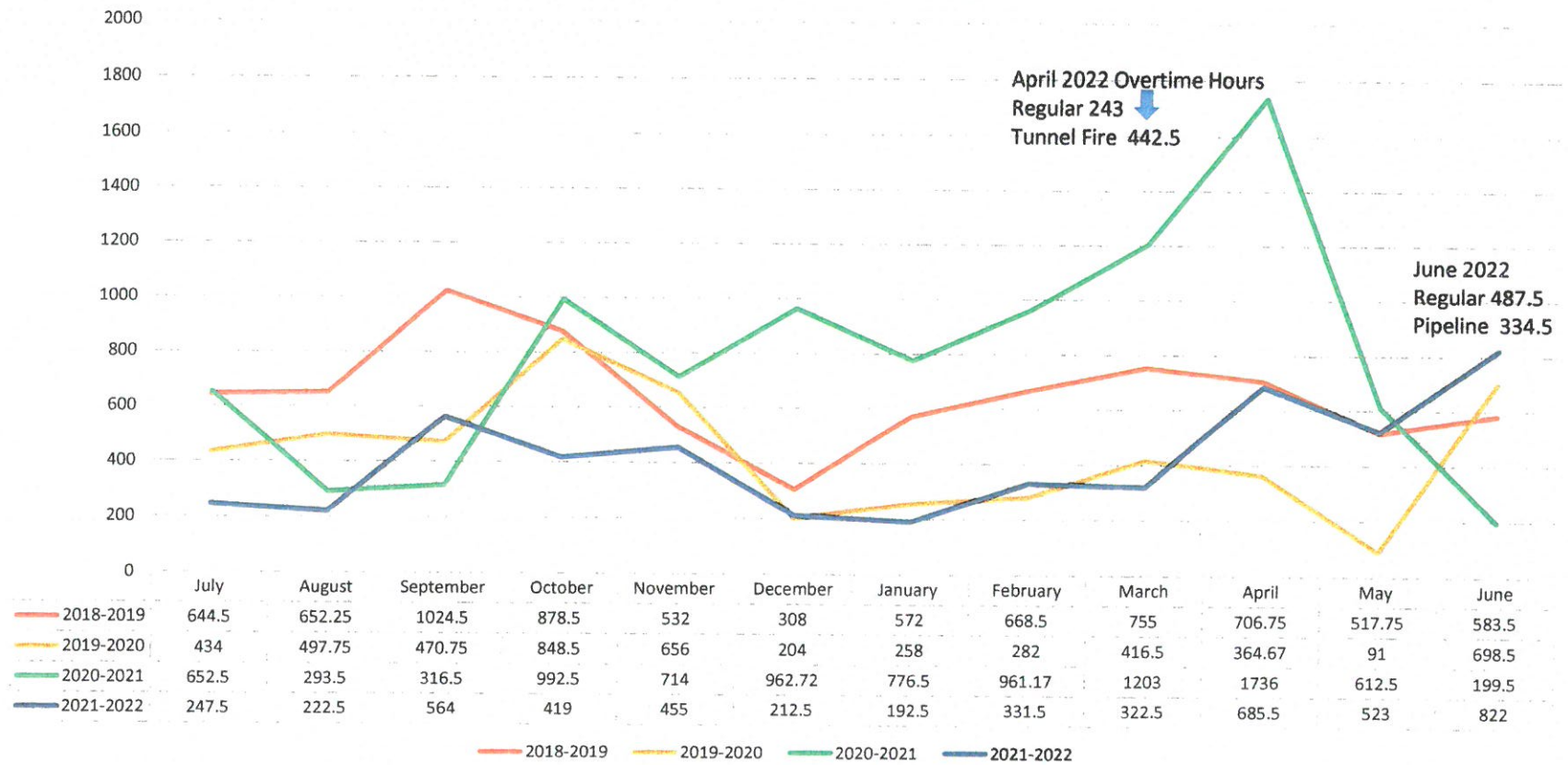
2000 PERSONNEL SALARIES	55.81%
2500 CONTRACTUALS	13.28
2200 PENSION	10.55
2400 PERSONNEL INSURANCE	4.71
2300 PAYROLL EXPENSES	3.13
5000 CAPITAL	3.07
4200 OWA Expenses	2.45
4000 UTILITIES	2.38
3200 SUPPLIES	1.54
3000 VEHICLES	0.93
Other	2.15
Total	\$5,833,283.05

By Account

Trending Overtime July 2017 through June 2022

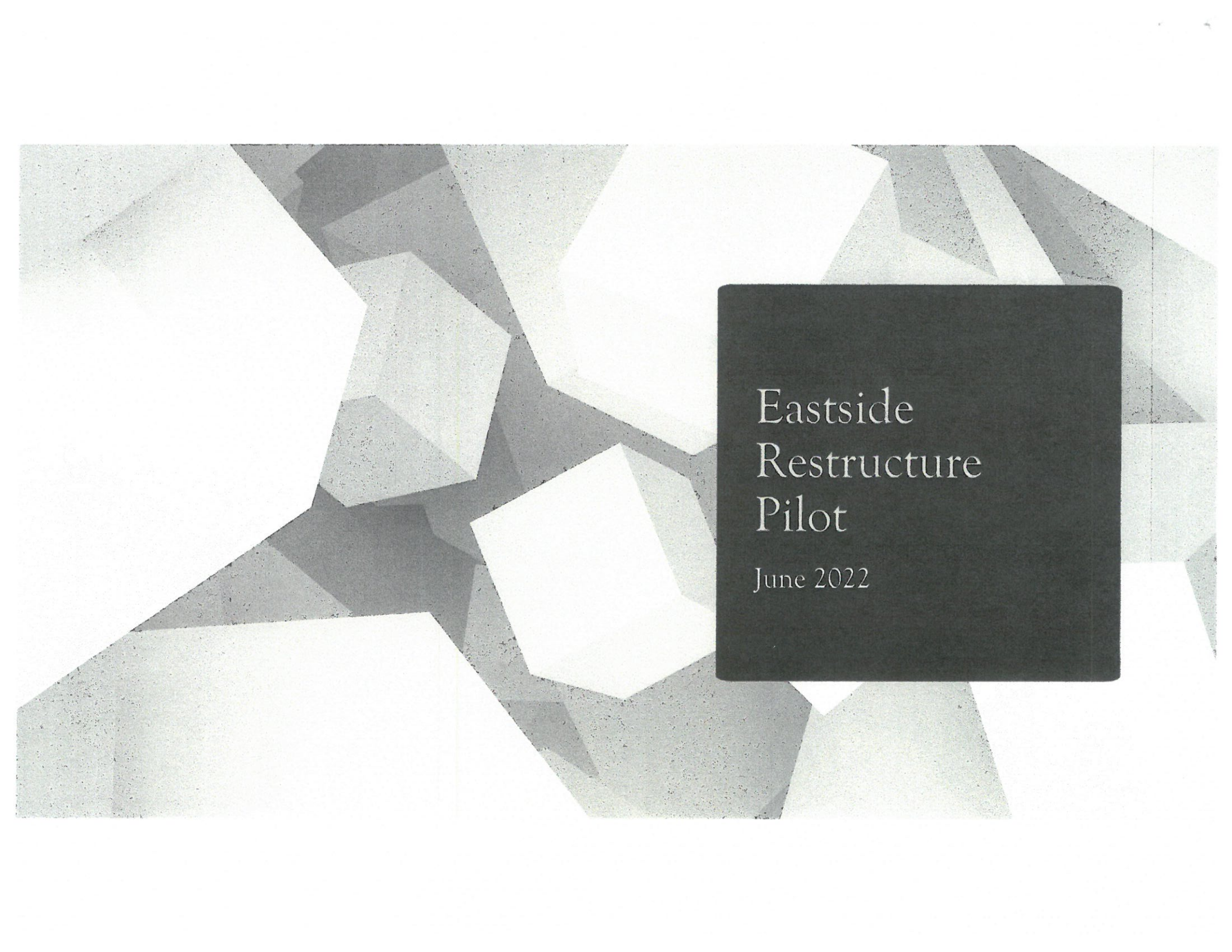


Trending Hourly Overtime July 2018 through June 2022



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



Eastside Restructure Pilot

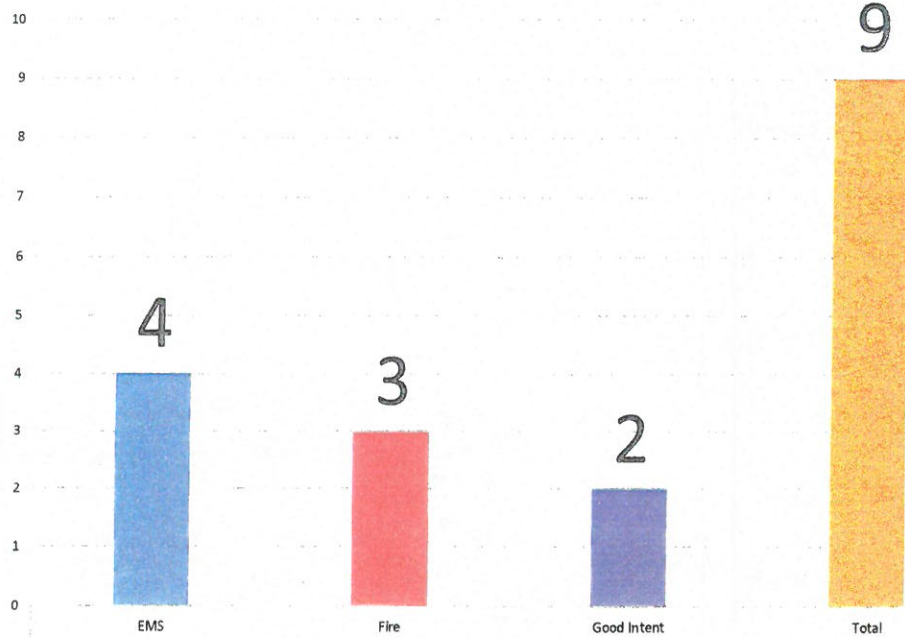
June 2022



East

AT Station 32

June 2022 Restructure #32 into 33



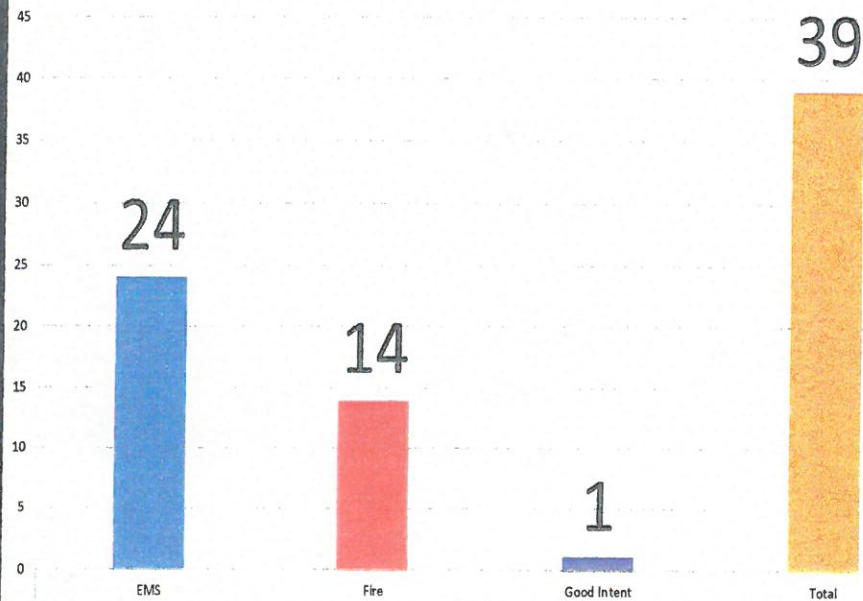
AT Station 32

Average Response Times E-32 5:25

Call Types Code 3 Responses

AT Station 33

May 2022 Restructure #33 into 32

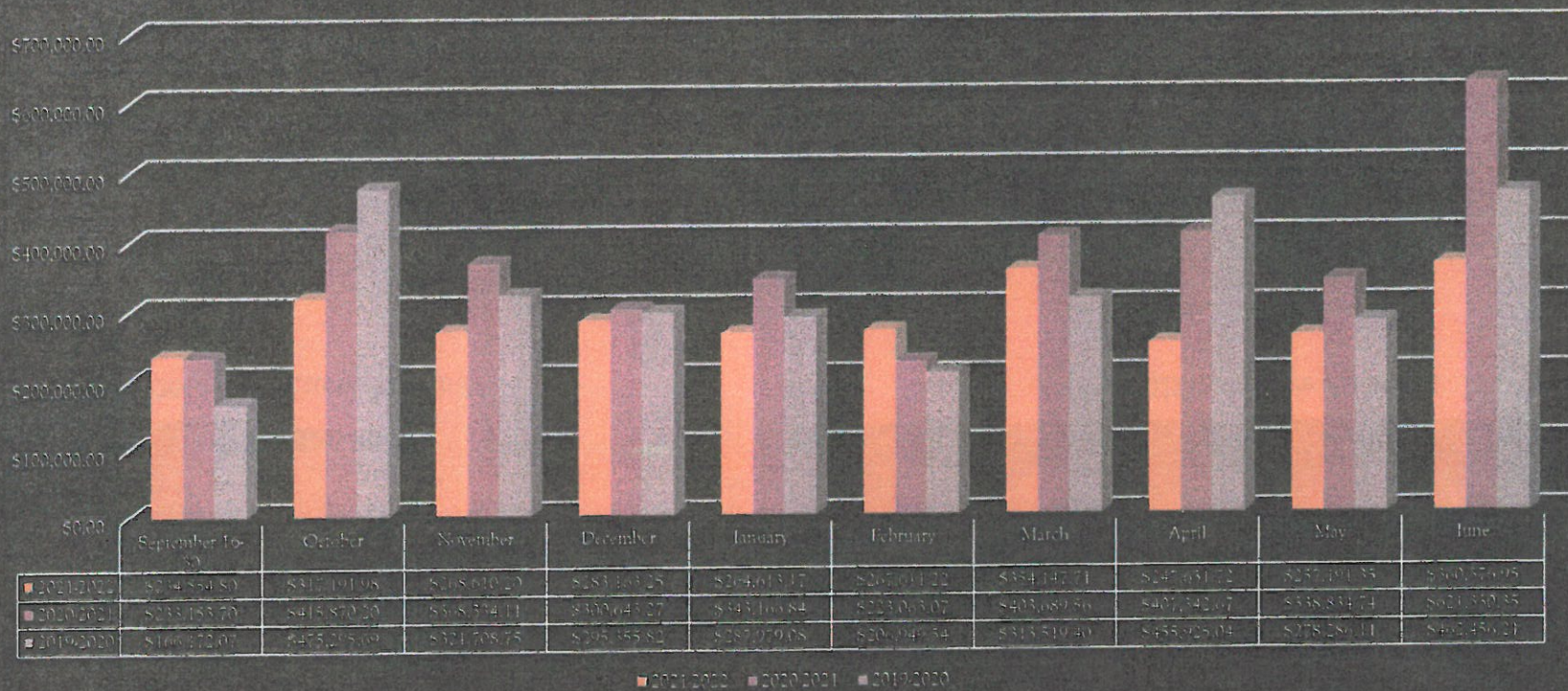


At Station 33

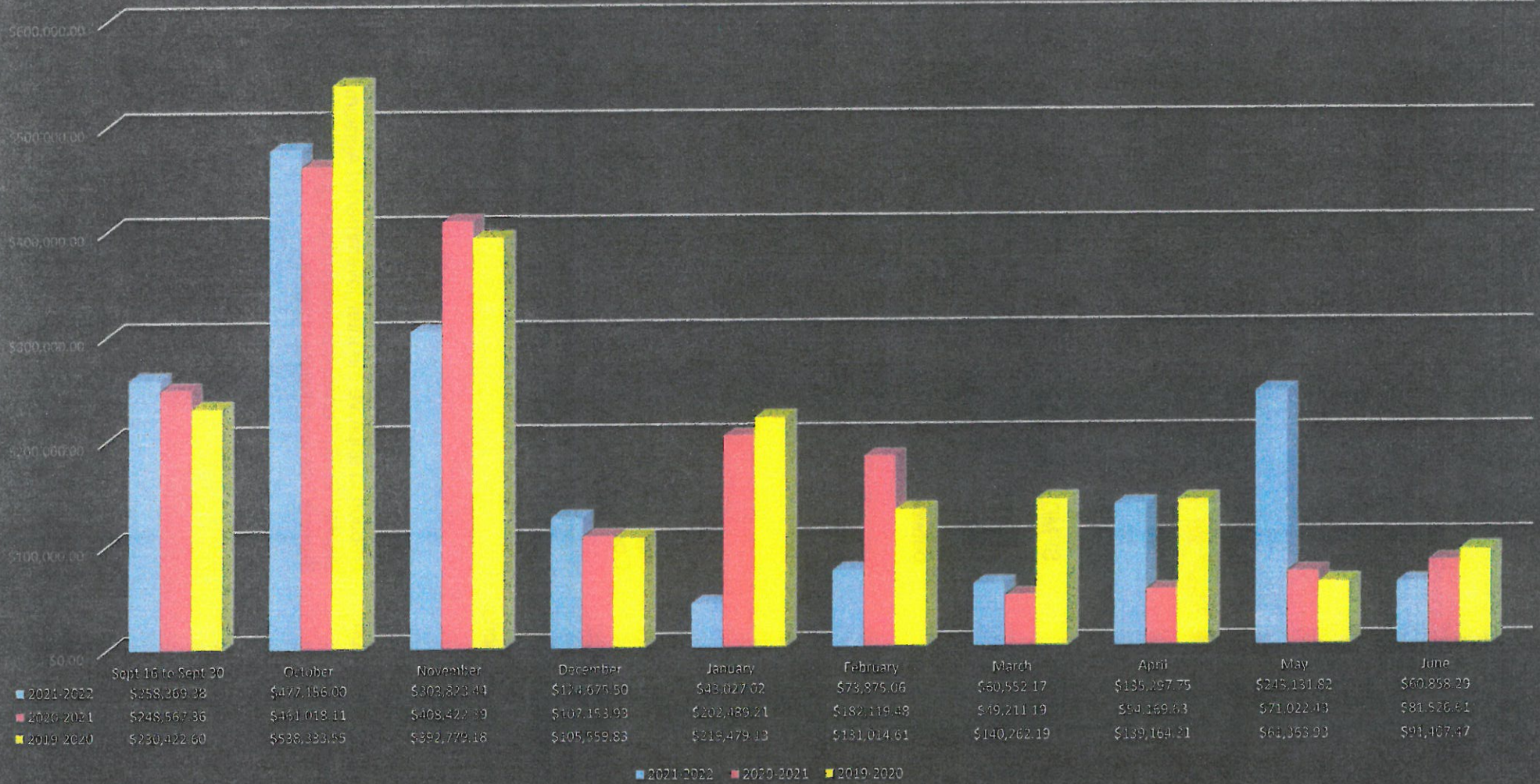
Average Response Times E-33 6:06

Average Response Times E-31 9.25

PAYROLL EXPENSES



Three Years Expenditures- Payroll Not Included



**Summit Fire and Medical District
Fire Board Meeting**

Action 8b

To: SFMD Fire Board
From: SFMD Administration
Date: July 20, 2022
Title: 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
Recommended Action: Approval of Redemption Counseling IGA

Action Summary: Greater Flagstaff Region Contract to include Highlands, Pinewood for Redemption Counseling Services
Highlands Fire District to invoice for services
County Attorney has reviewed and approved

Financial Impacts: These funds were included in the 2022-2023 approved budget

Relation to Goals: Improve the resources of the District both human and capital

Key Considerations:

Additional Info:

Attachments: IGA

Suggested Motion I motion to approve the Intergovernmental Agreement for Firefighter Mental Health Services between the Highlands Fire District and Summit Fire and Medical District

**INTERGOVERNMENTAL AGREEMENT
FOR Firefighter Mental Health Services**

between

the Highlands Fire

District

and

Pinewood Fire Department and Summit Fire and Medical District

This intergovernmental agreement ("Agreement") is entered into this 1st day of July, 2022, between the Highlands Fire District ("HFD"), an Arizona Fire District, with offices 3350 Old Munds Hwy, Flagstaff, Arizona, and the Pinewood Fire District and the Summit Fire and Medical District ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of contractual services for fire department mental health services; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The PARTIES participate in the "Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement," an IGA intended to maximize interagency cooperation to include training; and

D. The PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources;

1. Purpose

The purpose of this Agreement is to administer a multi-agency contract for mental health services.

2. Agreement

The parties agree to the following Procedures:

- A. The Highlands Fire District will serve as the host agency and serve as the contract administrator of an agreement for services between the parties and the vendor Redemption Counseling Services.
- B. The agreement for services will be procured and administered through the Highlands Fire District.
- C. The Highlands Fire District agrees, as host agency, to provide accountability for the agreement for services and provide reporting for the parties. The vendor will bill Highlands for fixed and variable costs. Highlands will bill the parties in accordance with the annual fire proposal for costs provided by the vendor.
- D. The participating agencies agree to provide payment in accordance with their use of services and terms of the agreement within 30 days. The fire proposal details the agreed upon costs of services and is attached As Exhibit A. The fire proposal will be updated administratively each year.

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will become effective for each Party after approval by its governing body (the "Effective Date").

B. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of one (1) year.

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

D. The termination by one or more of the parties to this Agreement shall not affect the operation of the Agreement as between the other parties thereto.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

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

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

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Right to Enter into Additional Agreements

The PARTIES to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the PARTIES. Nothing in this Agreement shall limit the ability of a PARTY to provide or collaborate with another jurisdiction, which is not a participant in this Agreement, for training; that is apart from the services provided by the Regional Training Coordinator, as set forth by this Agreement.

15. Waiver of Potential Conflict

The HIGHLANDS FIRE DISTRICT, the PINWOOD FIRE DISTRICT, and the SUMMIT FIRE & MEDICAL DISTRICT (these foregoing hereafter collectively referred to as the "jointly-represented parties") consent to the Coconino County Attorney's Office representing all of them jointly, and acknowledge that they have all been advised of the potential for conflicts of interest, including the specific advantages and risks involved with joint representation, and potential consequences that would be created by future conflicts, if any should arise. For instance, these jointly-represented parties were instructed that although joint representation could yield a cost savings on attorneys' fees and also result in easier coordination, no one party's interests could be advocated above that of the others by the attorney. It was explained to all of the jointly-represented parties that this could result in less favorable terms for either one or another of them, because negotiations could not be conducted in a partisan manner with the assistance of counsel as between and amongst the jointly-represented parties. It was further explained to the jointly-represented parties that as amongst them only, joint representation would result in the loss of confidentiality as to each other with regard to the subject matter of the joint representation. It was further explained that if the joint representation should result in an irreconcilable conflict in the future, which either required or resulted in one or more of their number filing a lawsuit against one or more of the others with respect to the subject matter of the joint representation, or else resulted from another non-waivable conflict, then the Coconino County Attorney's Office would be required to withdraw from representing all parties involved with the irreconcilable and non-waivable conflict, and all such parties involved therewith would have to incur the expense of retaining new replacement counsel. The jointly-represented parties additionally acknowledge that they have been advised and are aware that the Coconino County Attorney does represent several fire districts, including the undersigned. The jointly-represented parties additionally acknowledge that they have the right to have independent counsel review this Agreement and/or the Coconino County Attorney's Office's joint representation in this matter, and all of the jointly-represented parties hereby acknowledge that they have consulted such counsel or have waived the right to consult such counsel. The jointly-represented parties further acknowledge

that they understand their rights, and notwithstanding this disclosure, do hereby confirm their waiver any conflict of interest that may arise by reason of the Coconino County Attorney's Office's representation of the undersigned in this matter, and consent to the joint representation of all of the jointly-represented parties by the Coconino County Attorney's Office.

16. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

A handwritten signature, possibly reading "J. Smith", is written in the space provided for signatures.

**INTERGOVERNMENTAL AGREEMENT
FOR Firefighter Mental Health Services
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party: **Highlands Fire District**

Name: TODD A. MUIR

Title: FIRE CHIEF

Attest:

[Signature]

Party: **Pinewood Fire District**

Name: JOHN TOPE

Title: FIRE CHIEF

Attest:

[Signature]

Date of formal approval by governing body:

Party: **Summit Fire and Medical District**

Name: _____

Title: _____

Attest:

Attorney's Approval:

Mark Byrnes 6/9/22

Name: Mark Byrnes

Title: Deputy County Attorney

Exhibit A

Base Fees:

Assessments(93/year or ~2/week): \$13,950

On-going Sessions(9/week): \$63,180

Crisis Sessions(3/week): \$21,060

Trainings: \$2,400 (4/year)

Total = \$100,590

SUMMIT

- 45 Assessments per year (\$1687.50 quarterly/\$6,750 annually)
- 4 ONGOING PER WEEK/ 52 QUARTERLY (\$7,020 quarterly/\$28,080 annually)
- 1 CRISIS PER WEEK/ 13 QUARTERLY (\$1,755 QUARTERLY/\$7,020 ANNUALLY)
- 1/3 training cost =\$800

SUMMIT TOTAL \$10,657.50 QUARTERLY/ \$42,650 ANNUALLY

HIGHLANDS

- 26 Assessments per year (\$975 quarterly/ \$3,900 annually)
- 3 ONGOING PER WEEK/ 26 QUARTERLY (\$5,265 QUARTERLY/\$21,060 ANNUALLY)
- 1 CRISIS PER WEEK/ 13 QUARTERLY (\$1755 QUARTERLY/\$7,020 ANNUALLY)
- 1/3 training cost =\$800

TOTAL \$8,195 QUARTERLY/ \$32,780 ANNUALLY

PINEWOOD

- 22 Assessments annually (\$825 quarterly/\$3,300 annually)
- 2 ONGOING PER WEEK / 26 QUARTERLY (\$3,510 QUARTERLY/\$14,040 ANNUALLY)
- 1 CRISIS PER WEEK / 13 QUARTERLY (\$1755 QUARTERLY/\$7,020 ANNUALLY)
- 1/3 training cost =\$800

TOTAL \$6,290 QUARTERLY/ \$25,160 ANNUALLY

**TOTAL for all 3 departments to pay into the agreement = \$25,142.50
QUARTERLY/ \$100,590 ANNUALLY**

**Summit Fire and Medical District
Fire Board Meeting**

Action 8c

To: SFMD Fire Board
From: SFMD Administration
Date: July 20, 2022
Title: Review discuss and possible action on repairs at Station 37

Recommended Action:

Action Summary: Last years flooding caused damage to fence and asphalt at Station 37. Due to delays with vendors, we are starting to get repairs completed

Financial Impacts: Insurance Checks to cover all expenses

Relation to Goals: Establish a sustainable and functional fire station in the Fort Valley/180 corridor of the District

Key Considerations: See spreadsheet-Quote is under funds received by insurance company

Additional Info:

Attachments:

Suggested Motion I motion to accept the quotes as written for repairs to station 37

Summit Fire and Medical District
Station 37 Flood Damage

Fence	\$ 23,502.59	\$ 23,502.59
MTM/Excavator	\$ 1,830.00	\$ 21,672.59
Rollaways	\$ 1,972.50	\$ 19,700.09
Buffalo Fence	\$ 20,240.00	\$ (539.91)

Asphalt	\$ 26,574.93	\$ 26,574.93
RTV Paving Quote	\$ 25,040.29	\$ 1,534.64

Grand Total		\$ 994.73
-------------	--	-----------

Buffalo Fence & Barn Company

BUFFALO FENCE & BARN COMPANY
FLAGSTAFF, ARIZONA 86004

5820 N. HIGHWAY 89
(928) 526-0566 (928) 526-3602 FAX

PROPOSAL/CONTRACT

Page 1
07/12/2022

Customer Information:

SUMMIT FIRE
5500 N. FORT VALLEY RD
FLAGSTAFF, ARIZONA 86001

Job Information:

CHIEF MARK WILSON
MWILSON@FLAGSTAFFAZ.GOV
DREED@SFMD.ORG: OMMISIONS No --
STAKING, GRADING, REMOVAL

Notes:

REVISED WITH ADDED FRONT GATE 7-15-22

MATERIALS AND INSTALLATION OF APPROX. 537' OF 5' HIGH CHAIN LINK FENCE WITH ONE 20' CANTILEVER STYLE MANUAL SLIDE GATE. WE WILL BE INSTALLING: 11.5 GAUGE CHAIN LINK MESH, 2-3/8" 16 GA. TERMINAL POSTS SET IN CONCRETE APPROX. 2' DEEP, 1-7/8" 16 GA. LINE POSTS SET IN CONCRETE APPROX. 2' DEEP AND APPROX. 10' APART, 1-3/8" 16 GA. TOP RAIL. ALL MESH AND FRAMEWORK TO BE GALVANIZED.

NEW 5' FENCE \$15,280.00
NEW FRONT GATE 20' SINGLE PLUS ASSOCIATED FENCE WORK \$4,920.00

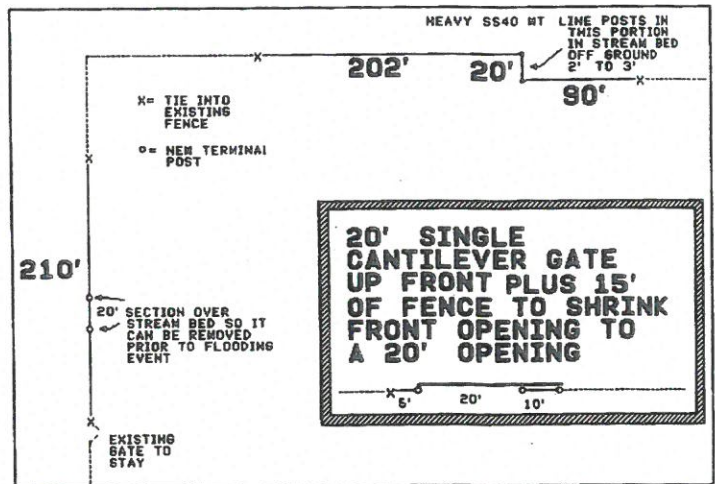
TOTAL \$20,240.00

THANKS, JOHN

BUFFALO FENCE & BARN COMPANY agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

BUFFALO FENCE & BARN COMPANY shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. BUFFALO FENCE & BARN COMPANY assumes no responsibility for CCR'S (Codes, Covenants and Restrictions) pertaining to specific subdivisions. BUFFALO FENCE & BARN COMPANY will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does BUFFALO FENCE & BARN COMPANY assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. This contract does not include any grading, surveying, nor the removal of any fence or plants, unless specified in writing.

BUFFALO FENCE & BARN COMPANY will assume the responsibility for having underground public utilities located and marked. However, BUFFALO FENCE & BARN COMPANY assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume



all liability for any damage caused by directing BUFFALO FENCE & BARN COMPANY to dig in the immediate vicinity of known utilities.

Additional charges for any extra work not covered in this contract that was requested by the customer will be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of BUFFALO FENCE & BARN COMPANY until all invoices pertaining to this job are paid in full. Right of access and removal is granted to BUFFALO FENCE & BARN COMPANY in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

ALL PAYMENTS ARE TO BE MADE BY "CASH" or "CHECK". ANY "CREDIT CARD" PAYMENT WILL HAVE A "3% SERVICE CHARGE" ADDED TO THEM.

NOTE: This proposal is valid for 20 days.

Approved & Accepted for Customer:

Contract Amount: \$ 20240.00
Down Payment: \$ 10120.00
Balance Due: \$ 10120.00

Salesperson BUFFALO FENCE & BARN COMPANY:

7-15-22
Date

JOHN

JOB SKETCH

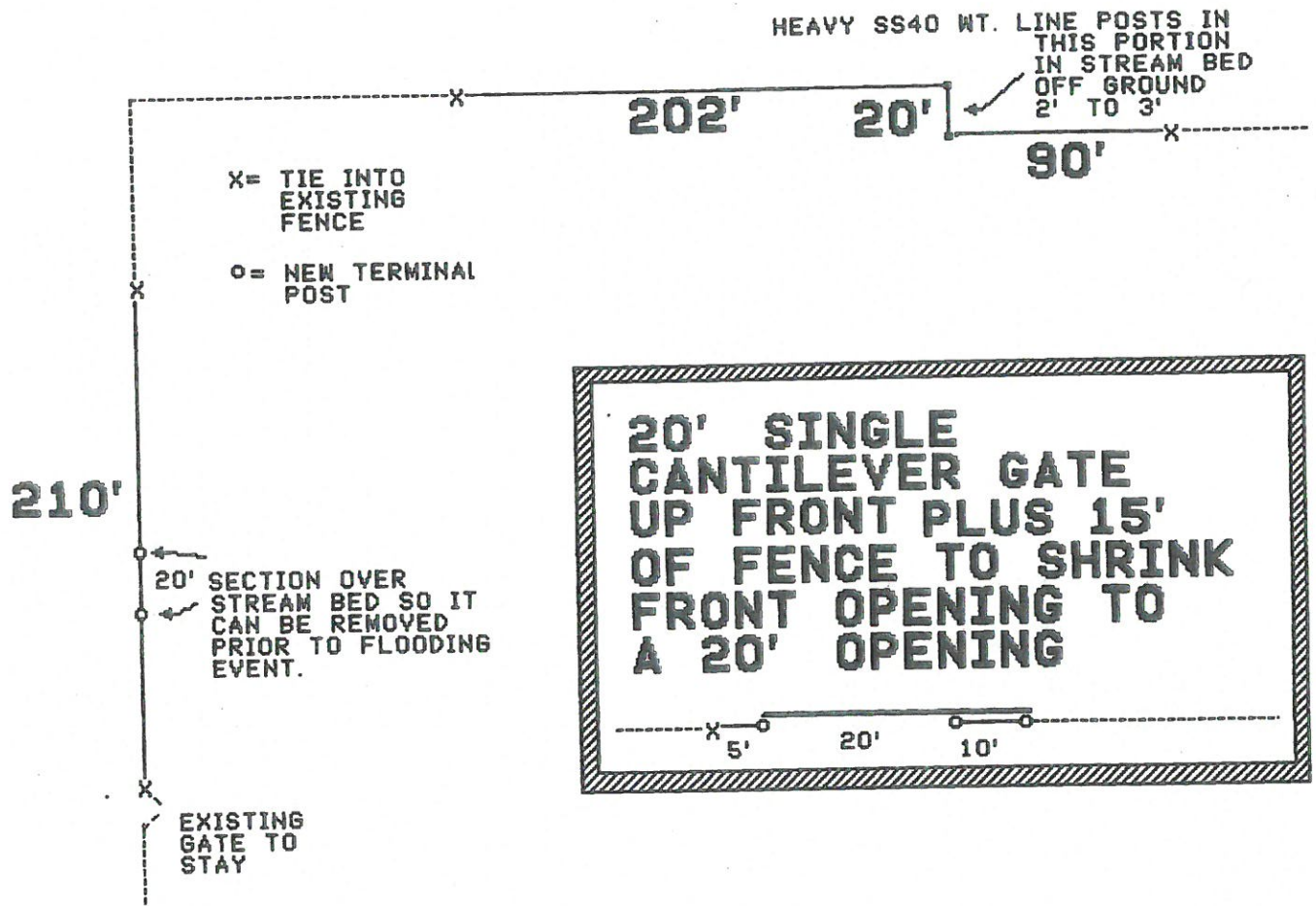
BILL TO:

SUMMIT FIRE
5500 N. FORT VALLEY RD
FLAGSTAFF, ARIZONA 86001

SHIP TO:

CHIEF MARK WILSON
MWILSON@FLAGSTAFFAZ.GOV
DREED@SFMD.ORG

- 60" high 11.5 GA. GALVANIZED (2" MESH) CHAIN LINK FABRIC Fencing



PROPOSAL

1 of 1

RTR PAVING & RESURFACING LLC.

"WORK HARD OR GO HOME"

PO BOX 30536
FLAGSTAFF, AZ 86003
OFFICE: 928-714-0095
FAX: 928-774-0349

DATE June 24, 2022
JOB NAME: REAR LOOP
JOB ADDRESS: 5500 FORT VALLEY RD

PROPOSAL SUBMITTED TO:
SUMMIT FIRE

Quotation valid: FOR 30 DAYS
Prepared by:

Comments or special instructions:

INCLUDES: 1 MOBILIZATION, TAX, LABOR, EQUIPMENT RENTAL AND DELIVERY OF MATERIALS
EXCLUDES: TESTING, STAKING, STRIPING AND TAFFIC CONTROL (IF NEEDED)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from specification below involving extra costs, will become an extra charge over and above the agreements contingent upon strikes, accident or delays beyond control. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature:

Sherri Hofner



We hereby submit specifications and estimates for:

Description	AMOUNT
AREA #1 APPROX 3516 SF OF AREA TO HAVE 4" OF NEW GSA PLACED AND COMPACTED	\$ 14,426.29
AREA #2 APPROX 2587 SF OF AREA TO HAVE 4" OF NEW GSA PLACED AND COMPACTED	\$ 10,614.00
TOTAL	\$ 25,040.29

THANK YOU FOR YOUR BUSINESS!

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED:

Date: _____ Signature: _____

**Summit Fire and Medical District
Fire Board Meeting**

Action 8d

To: SFMD Fire Board
From: SFMD Administration
Date: July 20, 2022
Title: Review discuss and possible action on Resolution No 2022-01 Legal Counsel

Recommended Action: Approve agreement with Coconino County Attorney Office

Action Summary: Per ARS §11-532 a Fire District may contract with the County Attorney to advice and represent the district

Financial Impacts: None

Relation to Goals: Create efficiencies that improve and sustain the capabilities of the District

Key Considerations:

Additional Info: County Attorney Letter of Agreement

Attachments:
Suggested Motion I motion to approve Resolution No 2022-01 Legal Counsel to accept the letter of agreement from the Coconino County Attorney Office as written.



Resolution No 2022-01 Legal Counsel

A formal Resolution of the Governing Body of the Summit Fire District authorizing the use of Coconino County Office of the County Attorney for legal counsel on an as needed basis regarding general matters, and authorizing the Fire Chief, Staff, and the Governing Board to contact said counsel.

Whereas, The Summit Fire District has a need for legal counsel in regard to various issues that may arise from time to time in regard to the District; and

Whereas, in order to maintain efficient operations of the District, it may be necessary for the Fire Chief, staff or Governing Board to contact counsel in regard to various matters arising from time to time and that any said contact shall be reported to the Board; and

Whereas, it is in the best interest of the Summit Fire District to have access to The Coconino County Office of the County Attorney as counsel for the District.

Now therefore, be it resolved, by the Governing Board of the Summit Fire District, that the District may use The Coconino County Office of the County Attorney for various matters on an ongoing basis as for Fiscal Year 2022/2023. The Governing Board also agrees to the terms and fee schedule presented by the Coconino County Office of the County Attorney's contract.

Further Resolved, that the Fire Chief, Staff, and Board Members are hereby authorized to contact said legal counsel regarding matters that may arise requiring counsel; provided, however that any contact or discussion with said legal counsel shall be reported to the Board.

Resolved and adopted this _____ day of _____, 2022

James Timney, Summit Fire and Medical District Board Chairman

Robb Faus, Summit Fire and Medical District Board Clerk



COCONINO COUNTY ARIZONA
OFFICE OF THE COUNTY ATTORNEY

William P. Ring
County Attorney

Ammon Barker
Chief Deputy County
Attorney

June 29, 2022

Summit Fire District
Attn: Chief Marc Gaylord
8905 N. Koch Field Rd.
Flagstaff, AZ 86004

Re: Legal Representation for FY , ending June 30, 2023.

Dear Chief Marc Gaylord,

Arizona Law provides that the County Attorney may advise and represent a fire district if, in the County Attorney's judgment, the advice and representation are appropriate and not in conflict with the County Attorney's duties under Ariz.Rev.Stat. § 11-532. A fire district is also authorized to retain private legal counsel. Ariz.Rev.Stat. § 48-805. Our annual review of the Summit Fire District file indicates that there is an existing attorney-client relationship with Summit Fire District.

The purpose for this letter is to establish the terms and conditions of County Attorney representation of the District. These conditions establish the attorney- client relationship and reflect the ethical obligations that any attorney representing the District owes to the District as a government organization. Please note that this Agreement is intended to establish a limited representation only, and not a general representation for all legal matters. The District must carefully review and consider the various ways in which the County Attorney's representation will be limited, as described in the terms of this letter. The conditions also establish the terms of disengagement and termination of the attorney client relationship if circumstances arise that reasonably require our withdrawal from representation.

It is important to note from the outset that the Fire District Governing Board may employ the attorney of its choice to represent the District, either with or without the consent of the County Attorney. Employment of outside counsel with the County Attorney's prior consent can demonstrate good business judgment by the District so that the continuum of District legal services can be coordinated. Prior consent also avoids the resulting appearance of "piecemeal" representation or instances in which there is uncertainty whether the District is represented or not by legal counsel. If employment is without the consent of the County Attorney, then the County Attorney is not obligated to represent the District with regard to any matter for which other counsel was employed. The County Attorney is not responsible for outside counsel's exercise of professional judgment. Outside counsel's legal fees and costs are a District expense. This letter confirms the conditions of the attorney client relationship.

- You understand that the legal services we provide to you may be limited due to attorney time constraints and the prioritization of statutorily mandated duties, in accordance with A.R.S. §§ 48-805(G) and 48-853(C).
- You understand that the legal services we provide are discretionary and we may decline to provide you legal services on any given matter if we cannot provide competent representation in a timely manner consistent with our ethical obligations. If we cannot provide you legal services on a matter, we will inform you via email after evaluation of the request for legal services. It is the District's responsibility to provide the County Attorney with a current email address, where these declinations may be received in a timely manner.
- The County Attorney shall not provide legal services regarding changes to District boundaries pursuant to A.R.S. § 48-262 due to potential conflicts of interest with the County Board of Supervisors. The District must hire outside counsel for legal representation regarding any potential boundary changes.
- We shall respond to your request for service with reasonable diligence and promptness.
- We shall consider requests for service from your Governing Board when acting as the District Board, or from your chief administrator only. If the governing board intends to empower other individuals within the organization to request our services, then the District Board must first pass a resolution to that effect, provide us with the resolution, and inform us of the person(s) authorized to make such requests for legal services on behalf of the District.
- Our client is the District itself, acting by and through the District Board. We do not and will not represent individual Board members when acting in their personal or individually elected capacities, and we do not render advice that is unrelated to the legal business of the District. Further, we do not and will not represent any other entity, partnership, auxiliary, organization, committee, or other association that is not directly created by, and constitutes a part of, the District itself, even if such other entity may be affiliated with, and/or even overseen by, the District.
- We shall keep all communications with the District confidential. Our communications are limited to those individual(s) the District Board specifically designates in advance as the point of contact for the Organization.
- We shall abide by the District Board's decisions concerning the objectives of representation and we shall consult with you regarding the means by which the objectives are pursued. Our representation does not constitute an endorsement of the District Board's political, economic, social or moral views and activities. However, we also reserve the right to withdraw from representation if the objectives of representation are contrary to law or, in our view, good policy.
- In the event we become informed of the potential for a conflict of interest, we shall bring the matter to your attention. The circumstance may require our withdrawal from representation. Specifically, our representation of the County Board of Supervisors and the elected County Officers must take priority over our representation of the District. If presented with an inquiry that presents such a conflict, we shall decline representation for that matter and the District must seek outside counsel.
- We will not be able to represent the District in any protracted litigation.
- You shall cooperate with the Coconino County Attorney's Office in the coordination of services provided by the representation. This includes, but is not limited to, providing all

relevant information in a timely manner that relates to the matter or issue at hand, and promptness in responding to communications from our Office.

- The District is obligated to pay the County for provision of legal services whenever the District is billed for the same. The attorney providing legal services will advise the District in writing before beginning work when the District will be billed for particular legal services. Where you have been advised that the District will be billed for a particular legal service and/or representation on a matter, billing for services shall occur quarterly, and payment shall be due forty-five (45) days after the date the invoice was produced.
- We reserve the right to terminate and withdraw from representation in all situations where allowed by law. Such circumstances include, but are not limited to, your failure to pay invoices within forty-five (45) days of the due date; your failure to substantially fulfill an obligation to one of our attorneys regarding the attorneys' services after being given reasonable warning that the attorney will withdraw unless your obligation is fulfilled; the District's desire to pursue an objective that, in our view, is neither good law nor good policy; or other circumstances that arise and that, in our sole discretion, constitute sufficient grounds for termination.

These revised terms and conditions of engagement are effective upon passage of a Board Resolution approving this representation and your authorized agent's signature below. This engagement expires June 30, 2022. The terms and conditions of re-engagement shall be annually re-evaluated prior to the expiration date. We shall disengage services on June 30, 2022 unless we consent to continuing representation and a Board Resolution re-engaging services is approved by your Board of Directors and delivered to our Office with a signed original re-engagement letter.

If the District agrees to representation by the Coconino County Attorney's Office, the authorized agent should sign below, attach a Board Resolution approving this representation, and return the letter to me.

Sincerely,
William P. Ring
COCONINO COUNTY ATTORNEY



DATED this 30 day of June, 2022.

Summit Fire District

Please Attach Board Resolution