



PUBLIC NOTICE
REGULAR BOARD MEETING AGENDA
Wednesday, August 16, 2023
Station 32, 8905 Koch Field Road, Flagstaff AZ 6:00 pm

www.zoom.us / Meeting ID: 885 2281 1636 Passcode 432385

<https://us02web.zoom.us/j/88522811636?pwd=d1VDTzJzOHRRZWthaGdnU0gyTWtKQT09>

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 **Regular Session on Wednesday August 16, 2023, 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. **All items are set for possible action.**

1. **CALL TO ORDER**
2. **ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM**
3. **PLEDGE OF ALLEGIANCE**
4. **BADGE PINNING FOR BATTALION CHIEF BJ FISK**

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. 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. Discussion and Approval of the Regular Board Meeting Minutes of July 19, 2023
 - b. Approval of Reconciliations and Financial Reports for July 2023

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 Fennell
 - c. Local 1505 Update – Union Representative
 - d. Coconino County Update
 - e. Wildland Fire Management update: BC Paul Oltrogge
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 three minutes per individual and must pertain to the specific agenda item.
 - a. Review, discuss, and possible action on approval of the revised **SFMD Handbook for Fire Board Members.**
 - b. Review, discuss, and possible action on an **Extension of the IGA for Shared Services between the City of Flagstaff and Summit Fire & Medical District** for one-year with the option to add two additional one-year extensions.
9. **FIRE BOARD COMMENTS-** Board Member comments are meant to inform and clarify. No action will be taken. Only Board Members can speak.

ADJOURNMENT

Posted on or before 6:00pm, August 15, 2023, which is at least 24 hours prior to the Public Hearing. 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.



BOARD MEETING MINUTES

Wednesday, July 19, 2023

Station 32, 8905 Koch Field Road, Flagstaff AZ

1. **CALL TO ORDER**

Board Chair Timney called the Regular Board Meeting to order at 6:01 pm.

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

Members Present: Chair Timney, Board Members Robb Faus, Rick Parker, and Scott Walton

Members Absent: Board Member Duskocil

Administration: Chief Gaillard, Deputy Chiefs Mark Wilson and Chris Fennell, BC Fisk, Vivian Fennema, and Tammy Schieffer

3. **Pledge of Allegiance**

4. **CALL TO THE PUBLIC** – Marilyn Ruggles, 11731 Copeland Lane; She would like to see the call numbers for the runs in district #33 included in the BC report.

5. **CONSENT AGENDA**

a. Discussion and Approval of the Regular Board Meeting Minutes of June 21, 2023.

b. Approval of Reconciliations and Financial Reports for June 2023.

BM Walton wondering if we are tracking missed opportunities for wildland callouts.

Board Member R. Parker motioned to approve item A and B on the agenda. Motion was seconded by R Faus.

Vote Conducted. MOTION PASSED

AYES: Parker, Walton, Faus,

NAYES: None

ABSTAIN: Timney

6. **Current Events Summaries, Reports, and/or Correspondence**

a. Monthly Run Report

BC Fisk reported:

- Run report for June 2023. Total of 139 calls, with 86 being emergent calls. District 31 ran 14 calls, District 32 ran 48, and District 37 ran 7.
- Avg response times: Sta# 31 at 7.49 min, #32 at 7.53 mins, #37 at 6.95 mins and GMT at 11.63.
- Our 3 recruits have had their first 48 hr shifts on duty.
- Numerous calls with GFR partners working together; great response due to multiple units being able to respond from all over the GFR.

b. Monthly Chief Updates: Gaillard, Fennell, and Wilson

FC Gaillard:

- Just made offers to candidates for the upcoming academy scheduled to start Sept 18th. We were extremely excited to have the top 2 candidates pick SFMD as their department of choice to work at. They will now go through all the background checks and medical exams prior to their final job offers.

- DC Bills secured a 650k+ grant for FOLP (leadership program) training for all of GFR.
- AZ Board of Regents is funding research on FF safety. 1500 FF participating in the study. They will be looking at everything from diet to exposure to carcinogens, etc.
- Working with Forest Service to possible lease out Station #33 to them.

DC Wilson:

- JPA Update: There was a selection by the committee on a vendor to conduct the analysis. You will see something in the August Board Packet regarding this, and then it will go to City Council for their approval.
- We will also look at extending the current IGA which is slated to end in September.
- Attended AFDA conference along with Chief Gaillard and Tammy last week.

DC Fennell:

- Engineer promotional process coming up. We have one FF stepping up to fill the interim engineer spot in the meantime.
- Still have 2 members on light duty. One has been working on training on ESO report writing. The other has been working on our mapping pre-planning through FlowMSP.
- Hoping to get all the new members at Dispatch trained up on Blue Card, might send Fernando over there to assist in that training.

Local 1505- Capt. Allen:

- Very excited to have our newest FF on the line, and also for the new folks who just accepted conditional job offers with us.

7. NEW BUSINESS / ACTION ITEMS

- a. Vivian explained that this resolution would allow us to utilize the County Attorneys' office for any legal counsel that staff, administration, or the governing board may need as it pertains to the district. This is a free service provided to all the districts in the county.

Discussion: None

Board Member Parker made a motion to approve Resolution 2023-03 Legal Counsel, which allows SFMD board and staff to utilize the County Attorney's office for legal advice. Motion was seconded by Board Member Walton.

Vote conducted. MOTION CARRIED unanimously.

AYES: Timney, Parker, Walton, Faus

NAYES: none

- b. Proposed updates to the Fire Board Handbook.
 - Request to Comment – Marilyn Ruggles; Would like to see a link to the handbook on our website, after all revisions are done, is requesting the board meeting continue to occur at 6pm versus earlier in the day and would like to have the time allotted to speak increased to 3 or 4 minutes.

Discussion: If there is a group of 3 or more, they can pick 1 person to speak on behalf of the group with the speaking time increased for that group to 10 minutes. All parties represented in the group must be present at the board meeting. Speaking time for individuals would be increased to 3 minutes.

Board Member Faus made a motion to change the meeting time in the handbook to 6pm, speaking time for individuals to 3 mins, and group of 3 or more getting 10 minutes to speak. Motion was seconded by Board Member Parker.

Vote conducted. MOTION Carried unanimously.

AYES: Timney, Parker, Walton, Faus.

NAYES: none

- c. Partnership between the District and United States Forest Service for the joint use of Sta #33.

DC Wilson stated what we are looking for is the board to empower Fire Administration to work out an informal agreement with the Forest Service to jointly use Sta #33 along with us, then bring it to the board for final approval after an agreement has been made. It will be a year or 2 before they are able to budget for this, so right now it would be a very informal agreement with them.

Board Member Faus made a motion to empower the Fire Chief or his designee to enter into an agreement with the Forest Service for joint use of Fire Station #33. Motion was seconded by Board Member Walton.

Discussion: Walton suggested a barter with FS for maybe thinning in lieu of rent as an example. Insurance liability will have to be addressed as well.

Vote conducted. MOTION Carried unanimously.

AYES: Timney, Parker, Walton, Faus.

NAYES: none

- d. ARPA Funding allocation of \$ 240k be put into our Capital account to go towards our top 2 capital projects 1) Second set of turnouts, and 2) Type 3 engine purchase.

Board Member Parker made a motion to approve the placement of the funds received from ARPA into our Capital account.

Motion was seconded by Board Member Faus.

Discussion: None

Vote conducted. MOTION Carried unanimously.

AYES: Timney, Parker, Walton, Faus

NAYES: none

ADJOURNMENT: Board Meeting Adjourned at 7:29 pm

Motion to adjourn by Board Member Parker, seconded by Board Member Faus.

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Parker, Faus, Walton

Respectfully submitted by:

Robb Faus, Board Clerk

Summit Fire & Medical District

Account Balances

Registered Balance	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024
Budget Stabilization	\$1,504,518.40								
OWA	\$178,007.29								
Petty Cash	\$2,775.22								
Capital	\$688,883.48								
Westside Capital	\$427,614.04								
Emergency	\$214,123.99								
Debt Services / GO	\$39,290.83								
Contingency / COP	\$1,884,932.27								
TOTAL	\$4,940,145.52		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ACTUALS	YTD actuals	YTD Budgeted	Over / Under	% of Budget
Revenue	\$262,556.22	\$159,482.66	\$103,073.56	165%
Expenses	\$406,550.89	\$510,796.12	-\$104,245.23	80%
Net Income	-\$143,994.67	-\$351,313.46		

*not including grant revenue, only expenses

Summit Fire District

Profit & Loss Budget vs. Actual

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	11,357.93	23,212.54	-11,854.61	48.9%
1102 FDAT	1,756.85	3,027.63	-1,270.78	58.0%
1103 Delinquent Property Tax	376.32	0.00	376.32	100.0%
Total 1100 TAX REVENUE	13,491.10	26,240.17	-12,749.07	51.4%
1200 GRANTS				
1210 Other Grants	240,381.00	45,833.33	194,547.67	524.5%
1211 SAFER II	0.00	0.00	0.00	0.0%
Total 1200 GRANTS	240,381.00	45,833.33	194,547.67	524.5%
1300 MISC INCOME				
1301 OWA Income	424.45	83,333.34	-82,908.89	0.5%
1302 Interest	0.00	0.00	0.00	0.0%
1303 Donations	0.00	0.00	0.00	0.0%
1304 Contracts with Towers	2,237.18	2,883.82	-646.64	77.6%
1305 Out of District Calls	0.00	1,192.00	-1,192.00	0.0%
1308 Service Subscriptions	1,121.49			
1310 Misc. Income	0.00	0.00	0.00	0.0%
1311 Maint Facility Income	1,251.00	0.00	1,251.00	100.0%
1312 Community Room Rental	50.00	0.00	50.00	100.0%
1314 Insurance Proceed Income	0.00	0.00	0.00	0.0%
1315 SSFND-Smart & Safe AZ Fund	0.00	0.00	0.00	0.0%
1300 MISC INCOME - Other	3,600.00			
Total 1300 MISC INCOME	8,684.12	87,409.16	-78,725.04	9.9%
Total Income	262,556.22	159,482.66	103,073.56	164.6%
Gross Profit	262,556.22	159,482.66	103,073.56	164.6%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	216.00	444.00	-228.00	48.6%
2009. 2 Acting Captain	158.00	404.00	-246.00	39.1%
2009.3 Acting Engineer	451.50	597.00	-145.50	75.6%
Total 2009 Acting Pay	825.50	1,445.00	-619.50	57.1%
2032 OWA Backfill	0.00	6,681.45	-6,681.45	0.0%
2033 OWA OT	0.00	9,095.93	-9,095.93	0.0%
2034 OWA Eng Boss	0.00	200.00	-200.00	0.0%
2035 OWA Payroll	0.00	10,058.57	-10,058.57	0.0%
2036 OWA Single Resource OT	0.00	35,704.25	-35,704.25	0.0%
2037 OWA Holiday Pay	0.00	426.77	-426.77	0.0%
2070 Battalion Chief	12,787.94	16,067.52	-3,279.58	79.6%
2071 Administrative Officer	3,386.37	4,232.96	-846.59	80.0%
2072 Admin Assistant II	2,634.97	2,826.38	-191.41	93.2%
2073 EVT Mechanic III	4,254.00	4,248.80	5.20	100.1%
2073.1 EVT Mechanic 1	0.00	0.00	0.00	0.0%
2075 Captains	45,403.14	50,725.37	-5,322.23	89.5%
2076 Engineer	36,025.04	34,885.37	1,139.67	103.3%
2077 Firefighters	33,739.22	33,000.38	738.84	102.2%
2082 Overtime				
2082.2 OT FireOfficer Recall	0.00	9,849.62	-9,849.62	0.0%
2082 Overtime - Other	42,549.62	0.00	42,549.62	100.0%
Total 2082 Overtime	42,549.62	9,849.62	32,700.00	432.0%

Summit Fire District

Profit & Loss Budget vs. Actual

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
2083 Vacation Leave	17,475.71	14,526.25	2,949.46	120.3%
2084 Sick Leave	3,210.54	5,342.16	-2,131.62	60.1%
2088 Holiday Pay	2,375.04	0.00	2,375.04	100.0%
2099.1 Vacation Leave Payout	8,959.32	1,859.00	7,100.32	481.9%
2099.2 Sick Leave Payout	12,254.74	3,571.43	8,683.31	343.1%
Total 2000 PERSONNEL SALARIES	225,881.15	244,747.21	-18,866.06	92.3%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	1,544.99	1,335.38	209.61	115.7%
2202 NationW - Tier 2 FD	178.55	730.48	-551.93	24.4%
2203 NationW DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	11,286.23	18,409.25	-7,123.02	61.3%
2208 PSPRS - Tier 1A & 2 FD	881.45	4,608.11	-3,726.66	19.1%
2209 PSPRS DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2209.1 PSPRS DC ONLY 3 FD Disab	0.00	40.00	-40.00	0.0%
2210.2 PSPRS - DB Tier 3	5,474.45	3,570.00	1,904.45	153.3%
2215 ASRS	2,038.93	2,271.64	-232.71	89.8%
Total 2200 PENSION	21,404.60	30,964.86	-9,560.26	69.1%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	31,085.00	43,852.50	-12,767.50	70.9%
2303 Social Security	1,007.43	1,157.28	-149.85	87.1%
2304 Medicare	3,261.58	6,109.68	-2,848.10	53.4%
2305 Direct Deposit	0.00	0.00	0.00	0.0%
Total 2300 PAYROLL EXPENSES	35,354.01	51,119.46	-15,765.45	69.2%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	19,668.27	24,920.54	-5,252.27	78.9%
2402 Dental Insurance	1,065.82	2,844.59	-1,778.77	37.5%
2404 Life Insurance	294.73	346.04	-51.31	85.2%
2405 Vision Insurance	190.99	510.00	-319.01	37.4%
Total 2400 PERSONNEL INSURANCE	21,219.81	28,621.17	-7,401.36	74.1%
2500 CONTRACTUALS				
2502 Legal Expenses by SFMD	0.00	250.00	-250.00	0.0%
2503 Broker Fees Medical Ins	0.00	820.00	-820.00	0.0%
2503.1 Fit for Duty Expenses	0.00	900.00	-900.00	0.0%
2504 Audit	0.00	0.00	0.00	0.0%
2510 FLAGIT Contract Services	2,090.00	3,062.88	-972.88	68.2%
2511 Software Contracts				
2511.2 Quickbooks Software	0.00	0.00	0.00	0.0%
2511.3 NEO GOV	0.00	0.00	0.00	0.0%
2511.4 Misc. Software	0.00	83.33	-83.33	0.0%
2511.5 Avenza Maps for IPAD	0.00	0.00	0.00	0.0%
2511.6 PS Trax Eng, SCBA, PPE,	0.00	0.00	0.00	0.0%
2511.7 Upkeep	0.00	324.00	-324.00	0.0%
2511.8 EMC2 Software	0.00	18,180.00	-18,180.00	0.0%
2511.9 ESO Software	0.00	0.00	0.00	0.0%
2511 Software Contracts - Other	487.00	0.00	487.00	100.0%
Total 2511 Software Contracts	487.00	18,587.33	-18,100.33	2.6%
2514 Bld & Vehicle Insurance	18,785.00	17,500.00	1,285.00	107.3%
2515 IGA Services				
2515.1 Fire Chief	0.00	0.00	0.00	0.0%
2515.2 Dispatch	0.00	20,000.00	-20,000.00	0.0%
2515.3 Training Coordinator	0.00	0.00	0.00	0.0%
Total 2515 IGA Services	0.00	20,000.00	-20,000.00	0.0%

Summit Fire District

Profit & Loss Budget vs. Actual

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
2519 Memberships & Subscription				
2519.1 AFDA	0.00	0.00	0.00	0.0%
2519.2 NFPA	0.00	0.00	0.00	0.0%
2519.3 AZ Fire Chiefs Assoc	0.00	0.00	0.00	0.0%
2519.4 PFAC	0.00	0.00	0.00	0.0%
2519.5 Other Services	0.00	225.00	-225.00	0.0%
2519.6 Sam's Club Membership	0.00	0.00	0.00	0.0%
Total 2519 Memberships & Subscription	0.00	225.00	-225.00	0.0%
2520 Computers, Printers	0.00	0.00	0.00	0.0%
2530 New Hire NTN, Fingerprints	0.00	500.00	-500.00	0.0%
Total 2500 CONTRACTUALS	21,362.00	61,845.21	-40,483.21	34.5%
3000 FLEET SERVICES				
3005 Training-Certificates	0.00	375.00	-375.00	0.0%
3010 Shop Uniforms	248.56	252.08	-3.52	98.6%
3020 Parts for SFMD Vehicles	832.99	4,000.00	-3,167.01	20.8%
3025 Shop Outside Customer Exp	63.53	625.00	-561.47	10.2%
Total 3000 FLEET SERVICES	1,145.08	5,252.08	-4,107.00	21.8%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	0.00	2,085.00	-2,085.00	0.0%
3110.2 Ladder Testing	0.00	0.00	0.00	0.0%
3110.3 Foam	0.00	0.00	0.00	0.0%
3110.4 Bar Oil, Fuel Power Equi	0.00	0.00	0.00	0.0%
3110.5 Nozzles, Hoses etc	0.00	0.00	0.00	0.0%
3110 Apparatus Equipment - Other	54,214.14	0.00	54,214.14	100.0%
Total 3110 Apparatus Equipment	54,214.14	2,085.00	52,129.14	2,600.2%
3115 Communication-Radios	0.00	0.00	0.00	0.0%
3120 SCBA	0.00	600.00	-600.00	0.0%
Total 3100 EQUIPMENT	54,214.14	2,685.00	51,529.14	2,019.1%
3200 SUPPLIES				
3210 EMS Program	4,113.54	14,803.00	-10,689.46	27.8%
3212 PPE Program	0.00	0.00	0.00	0.0%
3220 Office Supplies	247.24	666.67	-419.43	37.1%
3225 BLD/Land Maint.	3,168.40	2,000.00	1,168.40	158.4%
3227 Procurement	1,238.03	750.00	488.03	165.1%
3235 PIO / Pub ED	152.80	200.00	-47.20	76.4%
3241 Honor Guard	0.00	600.00	-600.00	0.0%
Total 3200 SUPPLIES	8,920.01	19,019.67	-10,099.66	46.9%
3300 UNIFORMS				
3310 Uniforms - SFMD	795.62	12,500.00	-11,704.38	6.4%
3312 Class AB Uniform	0.00	0.00	0.00	0.0%
Total 3300 UNIFORMS	795.62	12,500.00	-11,704.38	6.4%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	0.00	6,900.00	-6,900.00	0.0%

Summit Fire District

Profit & Loss Budget vs. Actual

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
3405 Health & Safety				
3405.1 Annual Physicals	0.00	0.00	0.00	0.0%
3405.2 Staff Counseling	720.00	3,083.33	-2,363.33	23.4%
3405.3 Stress Test	0.00	0.00	0.00	0.0%
3405.4 New Hire Physicals & Men	0.00	0.00	0.00	0.0%
3405.6 New Hire Mental Check	0.00	1,651.66	-1,651.66	0.0%
3405.7 Family & Child Counsel	0.00	0.00	0.00	0.0%
3405 Health & Safety - Other	900.00			
Total 3405 Health & Safety	1,620.00	4,734.99	-3,114.99	34.2%
Total 3400 FITNESS-HEALTH & SAFETY	1,620.00	11,634.99	-10,014.99	13.9%
4000 UTILITIES				
4005 Fuel for Apparatus	3,380.37	2,333.33	1,047.04	144.9%
4010 Electric	2,103.25	2,333.33	-230.08	90.1%
4015 Gas / Propane	870.20	2,166.67	-1,296.47	40.2%
4020 Water	1,046.79	1,333.33	-286.54	78.5%
4025 Phones / Internet / TV	2,921.81	2,916.67	5.14	100.2%
4030 Trash Pickup	904.06	420.00	484.06	215.3%
4050 Radio Site Rental Elden	225.00	286.48	-61.48	78.5%
Total 4000 UTILITIES	11,451.48	11,789.81	-338.33	97.1%
4100 Training and Travel				
4105 Training Registration	128.25	3,600.00	-3,471.75	3.6%
4110 Lodging	1,486.94	1,650.00	-163.06	90.1%
4115 Food	316.80	450.00	-133.20	70.4%
4120 Supplies/Vent	0.00	0.00	0.00	0.0%
4125 Travel Fuel Rentals Air	0.00	750.00	-750.00	0.0%
4130 Tuition Reimbursement	0.00	5,000.00	-5,000.00	0.0%
Total 4100 Training and Travel	1,931.99	11,450.00	-9,518.01	16.9%
4200 OWA Expenses				
4230 OWA Exp.	0.00	19,166.66	-19,166.66	0.0%
Total 4200 OWA Expenses	0.00	19,166.66	-19,166.66	0.0%
4300 INTERST / FEES				
4315 Interest / Fees	0.00	0.00	0.00	0.0%
Total 4300 INTERST / FEES	0.00	0.00	0.00	0.0%
4500 Grant Expenses				
4510 Other Grants	0.00	0.00	0.00	0.0%
Total 4500 Grant Expenses	0.00	0.00	0.00	0.0%
Payroll Expenses	0.00	0.00	0.00	0.0%
Reconciliation Discrepancies	1,251.00	0.00	1,251.00	100.0%
Total Expense	406,550.89	510,796.12	-104,245.23	79.6%
Net Ordinary Income	-143,994.67	-351,313.46	207,318.79	41.0%
Net Income	-143,994.67	-351,313.46	207,318.79	41.0%

3:34 PM

08/08/23

Summit Fire District
Reconciliation Summary
101 County Treasurer, Period Ending 07/31/2023

	Jul 31, 23
Beginning Balance	2,273,182.61
Cleared Transactions	
Checks and Payments - 76 items	-534,839.90
Deposits and Credits - 79 items	21,796.75
Total Cleared Transactions	-513,043.15
Cleared Balance	1,760,139.46
Uncleared Transactions	
Checks and Payments - 19 items	-183,906.77
Total Uncleared Transactions	-183,906.77
Register Balance as of 07/31/2023	1,576,232.69
New Transactions	
Checks and Payments - 23 items	-72,772.29
Deposits and Credits - 1 item	1,058.00
Total New Transactions	-71,714.29
Ending Balance	1,504,518.40

Reconciled 8/8/23 Y.

Deposit Summary

7/26/2023 1:21 PM

Summit Fire District

Summary of Deposits to 101 County Treasurer on 07/24/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
EFT	E-Check		American Tower	1,107.38
Less Cash Back:				
Deposit Total:				1,107.38

Deposit Summary

8/8/2023 1:13 PM

Summit Fire District

Summary of Deposits to 101 County Treasurer on 08/08/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
	E-Check		July 2023 Property Tax Revenue	11,618.62
Less Cash Back:				
Deposit Total:				11,618.62

Deposit Summary

8/8/2023 1:14 PM

Summit Fire District

Summary of Deposits to 101 County Treasurer on 08/08/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
	E-Check		July 2023 Delinquent Property Tax	376.32
Less Cash Back:				
Deposit Total:				376.32

Deposit Summary

8/8/2023 1:16 PM

Summit Fire District

Summary of Deposits to 101 County Treasurer on 08/08/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
	E-Check		July 2023 FDAT	1,756.85
Less Cash Back:				

Summit Fire District Reconciliation Detail

101 County Treasurer, Period Ending 07/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						2,273,182.61
Cleared Transactions						
Checks and Payments - 76 items						
Bill Pmt -Check	06/06/2023	82300...	FILMTEQ, LLC	X	-125.51	-125.51
Bill Pmt -Check	06/14/2023	82300...	Avenza Systems Inc.	X	-949.00	-1,074.51
Bill Pmt -Check	06/14/2023	82300...	Flagstaff Counseling...	X	-360.00	-1,434.51
Bill Pmt -Check	06/14/2023	82300...	Optimum Business	X	-331.67	-1,766.18
Check	06/22/2023	82300...	Principal Life Insura...	X	-3,002.65	-4,768.83
Liability Check	06/22/2023	82300...	Nationwide Trust Co...	X	-2,042.23	-6,811.06
Check	06/23/2023	82400...	National Bank of Ari...	X	-9,811.82	-16,622.88
Bill Pmt -Check	06/29/2023	82300...	City of Flagstaff	X	-71,250.00	-87,872.88
Bill Pmt -Check	06/29/2023	82300...	Extrication Concepts	X	-3,508.34	-91,381.22
Bill Pmt -Check	06/29/2023	82300...	Atomic Pest Control	X	-2,964.28	-94,345.50
Bill Pmt -Check	06/29/2023	82300...	Municipal Emergenc...	X	-2,861.16	-97,206.66
Bill Pmt -Check	06/29/2023	82300...	Alternative Septic S...	X	-825.00	-98,031.66
Bill Pmt -Check	06/29/2023	82300...	Optimum Business	X	-646.42	-98,678.08
Bill Pmt -Check	06/29/2023	82300...	APS	X	-440.79	-99,118.87
Bill Pmt -Check	06/29/2023	82300...	Right Water Hauling...	X	-404.43	-99,523.30
Bill Pmt -Check	06/29/2023	82300...	Crazy Country Boys ...	X	-269.96	-99,793.26
Bill Pmt -Check	06/29/2023	82300...	J&L Doors and Gate...	X	-252.50	-100,045.76
Bill Pmt -Check	06/29/2023	82300...	UniSource Energy S...	X	-142.47	-100,188.23
Bill Pmt -Check	06/29/2023	82300...	Aramark	X	-124.28	-100,312.51
Bill Pmt -Check	06/29/2023	82300...	Rush Truck	X	-123.66	-100,436.17
Bill Pmt -Check	06/29/2023	82300...	Linde Gas & Equipm...	X	-40.71	-100,476.88
Liability Check	06/29/2023	82300...	5 Star Life Insuranc...	X	-34.67	-100,511.55
Bill Pmt -Check	06/29/2023	82300...	Department of Publi...	X	-22.00	-100,533.55
Bill Pmt -Check	06/29/2023	82300...	RWC International	X	-2.11	-100,535.66
Liability Check	07/05/2023		QuickBooks Payroll ...	X	-81,809.53	-182,345.19
Liability Check	07/06/2023	EFT	United States Treas...	X	-19,102.58	-201,447.77
Paycheck	07/06/2023	82400...	Dunlap Jr., William W	X	-14,103.11	-215,550.88
Liability Check	07/06/2023	EFT	Voya Financial	X	-4,433.96	-219,984.84
Liability Check	07/06/2023	EFT	Health Equity	X	-3,785.05	-223,769.89
Liability Check	07/06/2023	EFT	Arizona Department ...	X	-2,973.18	-226,743.07
Liability Check	07/06/2023	EFT	Arizona State Retire...	X	-2,073.78	-228,816.85
Bill Pmt -Check	07/06/2023	82400...	Coconino Communit...	X	-1,695.00	-230,511.85
Bill Pmt -Check	07/06/2023	82400...	APS	X	-1,149.27	-231,661.12
Bill Pmt -Check	07/06/2023	82400...	Flagstaff Industrial ...	X	-900.00	-232,561.12
Bill Pmt -Check	07/06/2023	82400...	AT&T Mobility	X	-370.94	-232,932.06
Bill Pmt -Check	07/06/2023	82400...	Right Water Hauling...	X	-110.00	-233,042.06
Bill Pmt -Check	07/06/2023	82400...	CenturyLink	X	-94.99	-233,137.05
Bill Pmt -Check	07/06/2023	82400...	City of Flagstaff Lan...	X	-64.06	-233,201.11
Bill Pmt -Check	07/06/2023	82400...	Aramark	X	-62.14	-233,263.25
Check	07/06/2023	82400...	Tammy Schieffer	X	-45.00	-233,308.25
Bill Pmt -Check	07/06/2023	82400...	Coconino Auto Supply	X	-34.62	-233,342.87
Bill Pmt -Check	07/13/2023	82400...	Extrication Concepts	X	-53,579.92	-286,922.79
Bill Pmt -Check	07/13/2023	82400...	HUB International In...	X	-18,785.00	-305,707.79
Liability Check	07/13/2023	82400...	Nationwide Trust Co...	X	-2,057.00	-307,764.79
Bill Pmt -Check	07/13/2023	82400...	Doney Park Water	X	-716.79	-308,481.58
Bill Pmt -Check	07/13/2023	82400...	Verizon Wireless	X	-588.24	-309,069.82
Bill Pmt -Check	07/13/2023	82400...	APS	X	-350.05	-309,419.87
Bill Pmt -Check	07/13/2023	82400...	Optimum Business	X	-331.12	-309,750.99
Bill Pmt -Check	07/13/2023	82400...	Niles Radio	X	-225.00	-309,975.99
Bill Pmt -Check	07/13/2023	82400...	Rush Truck	X	-45.64	-310,021.63
Liability Check	07/18/2023	EFT	Public Safety Retire...	X	-17,012.44	-327,034.07
Check	07/18/2023	EFT	Arizona Department ...	X	-63.53	-327,097.60
Liability Check	07/19/2023		QuickBooks Payroll ...	X	-71,344.53	-398,442.13
Bill Pmt -Check	07/19/2023	82400...	Orion Energy Inc.	X	-737.02	-399,179.15
Bill Pmt -Check	07/19/2023	82400...	Firetrucks Unlimited	X	-363.34	-399,542.49
Bill Pmt -Check	07/19/2023	82400...	Flagstaff Counseling...	X	-240.00	-399,782.49
Bill Pmt -Check	07/19/2023	82400...	UniSource Energy S...	X	-133.18	-399,915.67
Bill Pmt -Check	07/19/2023	82400...	Aramark	X	-124.28	-400,039.95
Bill Pmt -Check	07/19/2023	82400...	Abode Counselling	X	-120.00	-400,159.95
Bill Pmt -Check	07/19/2023	82400...	Right Water Hauling...	X	-110.00	-400,269.95
Bill Pmt -Check	07/19/2023	82400...	Directv	X	-107.99	-400,377.94
Bill Pmt -Check	07/19/2023	82400...	DSB Distributing LLC	X	-9.49	-400,387.43
Liability Check	07/20/2023	82400...	KAIROS Health Ariz...	X	-20,620.00	-421,007.43
Liability Check	07/20/2023	EFT	Public Safety Retire...	X	-14,432.35	-435,439.78
Liability Check	07/20/2023	EFT	United States Treas...	X	-9,842.44	-445,282.22

Summit Fire District Reconciliation Detail

101 County Treasurer, Period Ending 07/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Liability Check	07/20/2023	EFT	Health Equity	X	-3,616.61	-448,898.83
Liability Check	07/20/2023	EFT	Voya Financial	X	-3,220.36	-452,119.19
Liability Check	07/20/2023	82400...	Principal Life Insura...	X	-2,910.85	-455,030.04
Liability Check	07/20/2023	EFT	Arizona Department ...	X	-2,045.07	-457,075.11
Liability Check	07/20/2023	EFT	Arizona State Retire...	X	-2,004.08	-459,079.19
Liability Check	07/20/2023	82400...	Nationwide Trust Co...	X	-1,534.60	-460,613.79
Liability Check	07/20/2023	82400...	United Summit Fire ...	X	-1,262.12	-461,875.91
Liability Check	07/20/2023	82400...	United Summit Fire ...	X	-1,220.60	-463,096.51
Liability Check	07/24/2023	EFT	Colonial Supplement...	X	-124.08	-463,220.59
General Journal	07/26/2023	FFD 2...		X	-1,251.00	-464,471.59
Liability Check	08/01/2023		QuickBooks Payroll ...	X	-70,368.31	-534,839.90
Total Checks and Payments					-534,839.90	-534,839.90
Deposits and Credits - 79 items						
Paycheck	06/22/2023	707365	Fisk, Benjamin J.	X	0.00	0.00
Paycheck	06/22/2023	707361	Davis, Warren K	X	0.00	0.00
Deposit	07/15/2023			X	376.32	376.32
Deposit	07/15/2023			X	1,756.85	2,133.17
Deposit	07/15/2023			X	11,357.93	13,491.10
Paycheck	07/20/2023	707436	Davis, Warren K	X	0.00	13,491.10
Paycheck	07/20/2023	707434	Burns, Patrick D.	X	0.00	13,491.10
Paycheck	07/20/2023	707438	Fennema, Vivian L	X	0.00	13,491.10
Paycheck	07/20/2023	707442	Gibbs, Matthew L	X	0.00	13,491.10
Paycheck	07/20/2023	707430	Allen, Michael W.	X	0.00	13,491.10
Paycheck	07/20/2023	707460	Slayton, Preston P	X	0.00	13,491.10
Paycheck	07/20/2023	707459	Schmidt, Wesley	X	0.00	13,491.10
Paycheck	07/20/2023	707448	Hunt, Gannon	X	0.00	13,491.10
Paycheck	07/20/2023	707447	Hernandez, Fernand...	X	0.00	13,491.10
Paycheck	07/20/2023	707465	Zambeck, Christoph...	X	0.00	13,491.10
Paycheck	07/20/2023	707432	Black, William A	X	0.00	13,491.10
Paycheck	07/20/2023	707464	Walsh, Brian M	X	0.00	13,491.10
Paycheck	07/20/2023	707463	Vaughn, Russell	X	0.00	13,491.10
Paycheck	07/20/2023	707446	Harrison, Maguire	X	0.00	13,491.10
Paycheck	07/20/2023	707437	Drennan, Steven	X	0.00	13,491.10
Paycheck	07/20/2023	707461	Swatzell, Brandon	X	0.00	13,491.10
Paycheck	07/20/2023	707445	Harper, Tyler	X	0.00	13,491.10
Paycheck	07/20/2023	707452	Modrell, Ian P.	X	0.00	13,491.10
Paycheck	07/20/2023	707458	Schieffer, Tammy S	X	0.00	13,491.10
Paycheck	07/20/2023	707433	Brooks, Robert W	X	0.00	13,491.10
Paycheck	07/20/2023	707457	Russo, David B.	X	0.00	13,491.10
Paycheck	07/20/2023	707443	Gibbs, Reuben L.	X	0.00	13,491.10
Paycheck	07/20/2023	707456	Robinson, Casey L.	X	0.00	13,491.10
Paycheck	07/20/2023	707441	Gia, Brandon	X	0.00	13,491.10
Paycheck	07/20/2023	707435	Christian III, Nikolas J	X	0.00	13,491.10
Paycheck	07/20/2023	707455	Riggs, Elliott A	X	0.00	13,491.10
Paycheck	07/20/2023	707440	Flood, Frederick T	X	0.00	13,491.10
Paycheck	07/20/2023	707451	Luna, Carlos L.	X	0.00	13,491.10
Paycheck	07/20/2023	707431	Bain, Chuck A.	X	0.00	13,491.10
Paycheck	07/20/2023	707444	Greenwalt, David E	X	0.00	13,491.10
Paycheck	07/20/2023	707453	Palm, Torsten H.	X	0.00	13,491.10
Paycheck	07/20/2023	707449	Jamison Jr., Richard...	X	0.00	13,491.10
Paycheck	07/20/2023	707439	Fisk, Benjamin J.	X	0.00	13,491.10
Paycheck	07/20/2023	707450	Kester, Alan	X	0.00	13,491.10
Paycheck	07/20/2023	707454	Pickett, Michael E.	X	0.00	13,491.10
Paycheck	07/20/2023	707462	Unmacht III, James	X	0.00	13,491.10
Deposit	07/24/2023			X	1,107.38	14,598.48
Deposit	07/26/2023			X	7,198.27	21,796.75
Paycheck	08/02/2023	707494	Schieffer, Tammy S	X	0.00	21,796.75
Paycheck	08/02/2023	707478	Gibbs, Matthew L	X	0.00	21,796.75
Paycheck	08/02/2023	707472	Davis, Warren K	X	0.00	21,796.75
Paycheck	08/02/2023	707495	Schmidt, Wesley	X	0.00	21,796.75
Paycheck	08/02/2023	707482	Harrison, Maguire	X	0.00	21,796.75
Paycheck	08/02/2023	707501	Zambeck, Christoph...	X	0.00	21,796.75
Paycheck	08/02/2023	707500	Walsh, Brian M	X	0.00	21,796.75
Paycheck	08/02/2023	707499	Vaughn, Russell	X	0.00	21,796.75
Paycheck	08/02/2023	707498	Unmacht III, James	X	0.00	21,796.75
Paycheck	08/02/2023	707496	Slayton, Preston P	X	0.00	21,796.75
Paycheck	08/02/2023	707497	Swatzell, Brandon	X	0.00	21,796.75

Summit Fire District Reconciliation Detail

101 County Treasurer, Period Ending 07/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Paycheck	08/02/2023	707487	Luna, Carlos L.	X	0.00	21,796.75
Paycheck	08/02/2023	707493	Russo, David B.	X	0.00	21,796.75
Paycheck	08/02/2023	707492	Robinson, Casey L.	X	0.00	21,796.75
Paycheck	08/02/2023	707491	Riggs, Elliott A	X	0.00	21,796.75
Paycheck	08/02/2023	707490	Pickett, Michael E.	X	0.00	21,796.75
Paycheck	08/02/2023	707489	Palm, Torsten H.	X	0.00	21,796.75
Paycheck	08/02/2023	707479	Gibbs, Reuben L.	X	0.00	21,796.75
Paycheck	08/02/2023	707486	Kester, Alan	X	0.00	21,796.75
Paycheck	08/02/2023	707485	Jamison Jr., Richard...	X	0.00	21,796.75
Paycheck	08/02/2023	707484	Hunt, Gannon	X	0.00	21,796.75
Paycheck	08/02/2023	707483	Hernandez, Fernand...	X	0.00	21,796.75
Paycheck	08/02/2023	707481	Harper, Tyler	X	0.00	21,796.75
Paycheck	08/02/2023	707480	Greenwalt, David E	X	0.00	21,796.75
Paycheck	08/02/2023	707477	Gia, Brandon	X	0.00	21,796.75
Paycheck	08/02/2023	707476	Flood, Frederick T	X	0.00	21,796.75
Paycheck	08/02/2023	707475	Fisk, Benjamin J.	X	0.00	21,796.75
Paycheck	08/02/2023	707474	Fennema, Vivian L	X	0.00	21,796.75
Paycheck	08/02/2023	707473	Drennan, Steven	X	0.00	21,796.75
Paycheck	08/02/2023	707471	Christian III, Nikolas J	X	0.00	21,796.75
Paycheck	08/02/2023	707470	Burns, Patrick D.	X	0.00	21,796.75
Paycheck	08/02/2023	707469	Brooks, Robert W	X	0.00	21,796.75
Paycheck	08/02/2023	707468	Black, William A	X	0.00	21,796.75
Paycheck	08/02/2023	707467	Bain, Chuck A.	X	0.00	21,796.75
Paycheck	08/02/2023	707466	Allen, Michael W.	X	0.00	21,796.75
Paycheck	08/02/2023	707488	Modrell, Ian P.	X	0.00	21,796.75
Total Deposits and Credits					21,796.75	21,796.75
Total Cleared Transactions					-513,043.15	-513,043.15
Cleared Balance					-513,043.15	1,760,139.46
Uncleared Transactions						
Checks and Payments - 19 items						
Check	03/06/2023	EFT	Coconino County Tr...		-189.11	-189.11
Liability Check	06/22/2023	82300...	United Summit Fire ...		-1,141.81	-1,330.92
Bill Pmt -Check	07/06/2023	82400...	Securis		-31,085.00	-32,415.92
Bill Pmt -Check	07/06/2023	82400...	Abode Counselling		-120.00	-32,535.92
Bill Pmt -Check	07/06/2023	82400...	NAPA		-24.85	-32,560.77
Bill Pmt -Check	07/13/2023	82400...	Executech		-2,847.72	-35,408.49
Check	07/17/2023	82400...	National Bank of Ari...		-12,561.88	-47,970.37
Bill Pmt -Check	07/19/2023	82400...	Designed In Ink LLC		-343.17	-48,313.54
Transfer	07/25/2023				-80,000.00	-128,313.54
Transfer	07/25/2023				-50,000.00	-178,313.54
Bill Pmt -Check	07/27/2023	82400...	Lexipol		-2,368.54	-180,682.08
Liability Check	07/27/2023	82400...	AFLAC		-953.48	-181,635.56
Bill Pmt -Check	07/27/2023	82400...	Skyline Waste LLC		-840.00	-182,475.56
Bill Pmt -Check	07/27/2023	82400...	APS		-603.93	-183,079.49
Bill Pmt -Check	07/27/2023	82400...	Optimum Business		-318.97	-183,398.46
Bill Pmt -Check	07/27/2023	82400...	QC Office		-301.49	-183,699.95
Bill Pmt -Check	07/27/2023	82400...	Right Water Hauling...		-110.00	-183,809.95
Bill Pmt -Check	07/27/2023	82400...	Aramark		-62.14	-183,872.09
Liability Check	07/27/2023	82400...	5 Star Life Insuranc...		-34.68	-183,906.77
Total Checks and Payments					-183,906.77	-183,906.77
Total Uncleared Transactions					-183,906.77	-183,906.77
Register Balance as of 07/31/2023					-696,949.92	1,576,232.69

Summit Fire District
Reconciliation Detail
101 County Treasurer, Period Ending 07/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
New Transactions						
Checks and Payments - 23 items						
Check	08/02/2023	82400...	Carlos Luna		-259.58	-259.58
Bill Pmt -Check	08/03/2023	82400...	City of Flagstaff		-22,161.55	-22,421.13
Liability Check	08/03/2023	EFT	Public Safety Retire...		-15,315.62	-37,736.75
Liability Check	08/03/2023	EFT	United States Treas...		-9,933.68	-47,670.43
Liability Check	08/03/2023	EFT	Health Equity		-3,622.51	-51,292.94
Liability Check	08/03/2023	EFT	Voya Financial		-3,028.24	-54,321.18
Bill Pmt -Check	08/03/2023	82400...	Executech		-2,847.72	-57,168.90
Liability Check	08/03/2023	EFT	Arizona State Retire...		-2,143.50	-59,312.40
Liability Check	08/03/2023	EFT	Arizona Department ...		-2,035.76	-61,348.16
Liability Check	08/03/2023	82400...	Nationwide Trust Co...		-2,020.71	-63,368.87
Bill Pmt -Check	08/03/2023	82400...	Public Safety Retire...		-1,600.00	-64,968.87
Bill Pmt -Check	08/03/2023	82400...	Hughes Fire Equipm...		-1,527.33	-66,496.20
Bill Pmt -Check	08/03/2023	82400...	APS		-1,388.08	-67,884.28
Bill Pmt -Check	08/03/2023	82400...	Dallacqua Psychology		-1,250.00	-69,134.28
Liability Check	08/03/2023	82400...	United Summit Fire ...		-1,220.60	-70,354.88
Bill Pmt -Check	08/03/2023	82400...	Life Assist, Inc		-903.33	-71,258.21
Bill Pmt -Check	08/03/2023	82400...	AT&T Mobility		-370.93	-71,629.14
Bill Pmt -Check	08/03/2023	82400...	Optimum Business		-326.71	-71,955.85
Bill Pmt -Check	08/03/2023	82400...	Right Water Hauling...		-220.00	-72,175.85
Bill Pmt -Check	08/03/2023	82400...	QC Office		-132.49	-72,308.34
Bill Pmt -Check	08/03/2023	82400...	Niles Radio		-108.09	-72,416.43
Check	08/10/2023		Carlos Luna		-178.20	-72,594.63
Check	08/10/2023		Benjamin Fisk		-177.66	-72,772.29
Total Checks and Payments					-72,772.29	-72,772.29
Deposits and Credits - 1 item						
Deposit	08/01/2023				1,058.00	1,058.00
Total Deposits and Credits					1,058.00	1,058.00
Total New Transactions					-71,714.29	-71,714.29
Ending Balance					-768,664.21	1,504,518.40

8:19 AM

08/09/23

**SFMD Contingency Fund
Reconciliation Detail**

Coconino County Treasurer, Period Ending 07/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						1,884,932.27
Cleared Balance						1,884,932.27
Register Balance as of 07/31/2023						1,884,932.27
Ending Balance						1,884,932.27

Reconciled 8/9/23 y

Summit Fire District
Reconciliation Summary
120 Capital Fund, Period Ending 07/31/2023

	Jul 31, 23
Beginning Balance	368,502.48
Cleared Transactions	
Deposits and Credits - 1 item	240,381.00
Total Cleared Transactions	240,381.00
Cleared Balance	608,883.48
Uncleared Transactions	
Deposits and Credits - 1 item	80,000.00
Total Uncleared Transactions	80,000.00
Register Balance as of 07/31/2023	688,883.48
Ending Balance	688,883.48

8:10 AM

08/09/23

Summit Fire District
Reconciliation Detail
150 Emergency Fund, Period Ending 07/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						164,123.99
Cleared Balance						164,123.99
Uncleared Transactions						
Deposits and Credits - 1 item						
Transfer	07/25/2023				50,000.00	50,000.00
Total Deposits and Credits					50,000.00	50,000.00
Total Uncleared Transactions					50,000.00	50,000.00
Register Balance as of 07/31/2023					50,000.00	214,123.99
Ending Balance					50,000.00	214,123.99

Reconciled 8/9/23 Y

8:17 AM
08/09/23

Summit GO Bond Account
Reconciliation Summary
300315 Debt Services Account, Period Ending 07/31/2023

	<u>Jul 31, 23</u>	
Beginning Balance		38,584.72
Cleared Transactions		
Deposits and Credits - 2 items	<u>706.11</u>	
Total Cleared Transactions	<u>706.11</u>	
Cleared Balance		<u><u>39,290.83</u></u>
Register Balance as of 07/31/2023		39,290.83
Ending Balance		39,290.83

Summit Fire District
Reconciliation Summary
102 OWA Account, Period Ending 07/31/2023

	<u>Jul 31, 23</u>	
Beginning Balance		177,582.84
Cleared Transactions		
Deposits and Credits - 1 item	<u>424.45</u>	
Total Cleared Transactions	<u>424.45</u>	
Cleared Balance		<u><u>178,007.29</u></u>
Register Balance as of 07/31/2023		178,007.29
Ending Balance		178,007.29

Summit Fire District
Reconciliation Summary
136 Westside Capital Fund, Period Ending 07/31/2023

	<u>Jul 31, 23</u>
Beginning Balance	427,614.04
Cleared Balance	427,614.04
Register Balance as of 07/31/2023	427,614.04
Ending Balance	427,614.04

3:01 PM

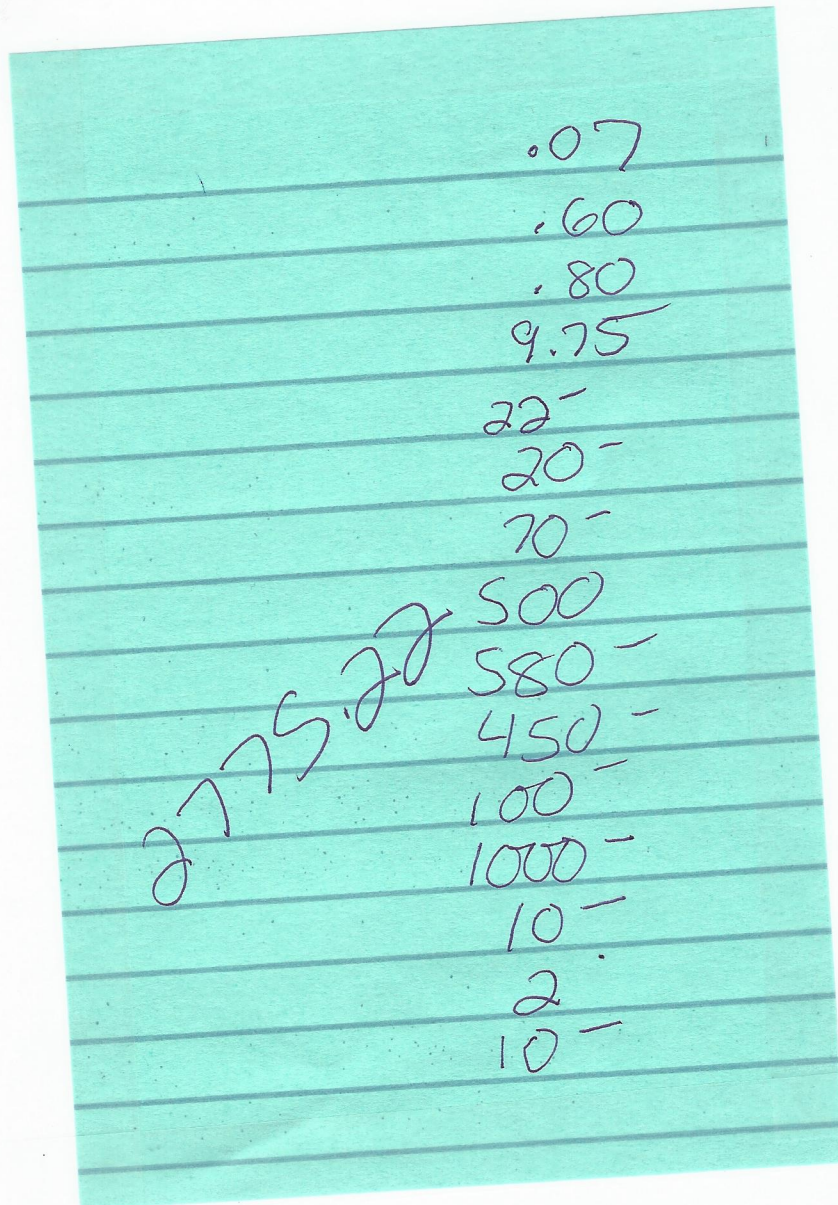
08/01/23

Summit Fire District
Reconciliation Summary
105 Petty Cash, Period Ending 07/31/2023

	Jul 31, 23
Beginning Balance	2,602.22
Cleared Transactions	
Deposits and Credits - 2 items	173.00
Total Cleared Transactions	173.00
Cleared Balance	<u>2,775.22</u>
Register Balance as of 07/31/2023	2,775.22
Ending Balance	2,775.22

Reconciled
8/1/23
Tammy

✓

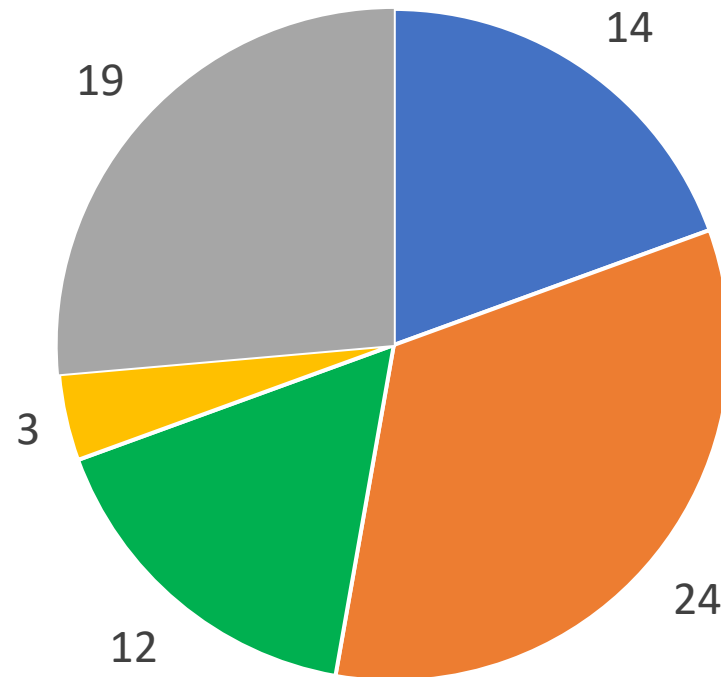


SFMD BC Run Report

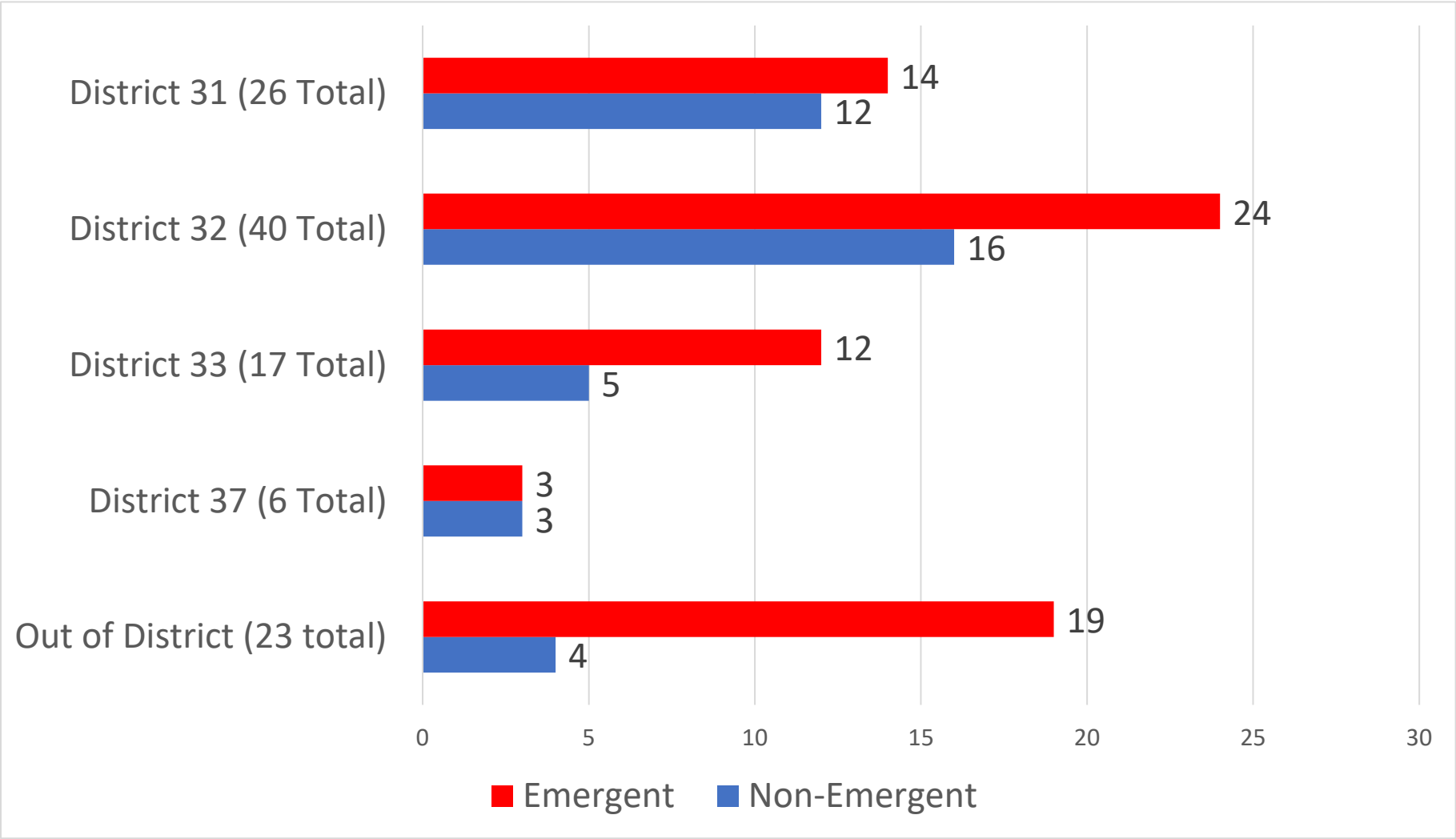
July 2023 Statistics

Emergent Calls- 72 Total

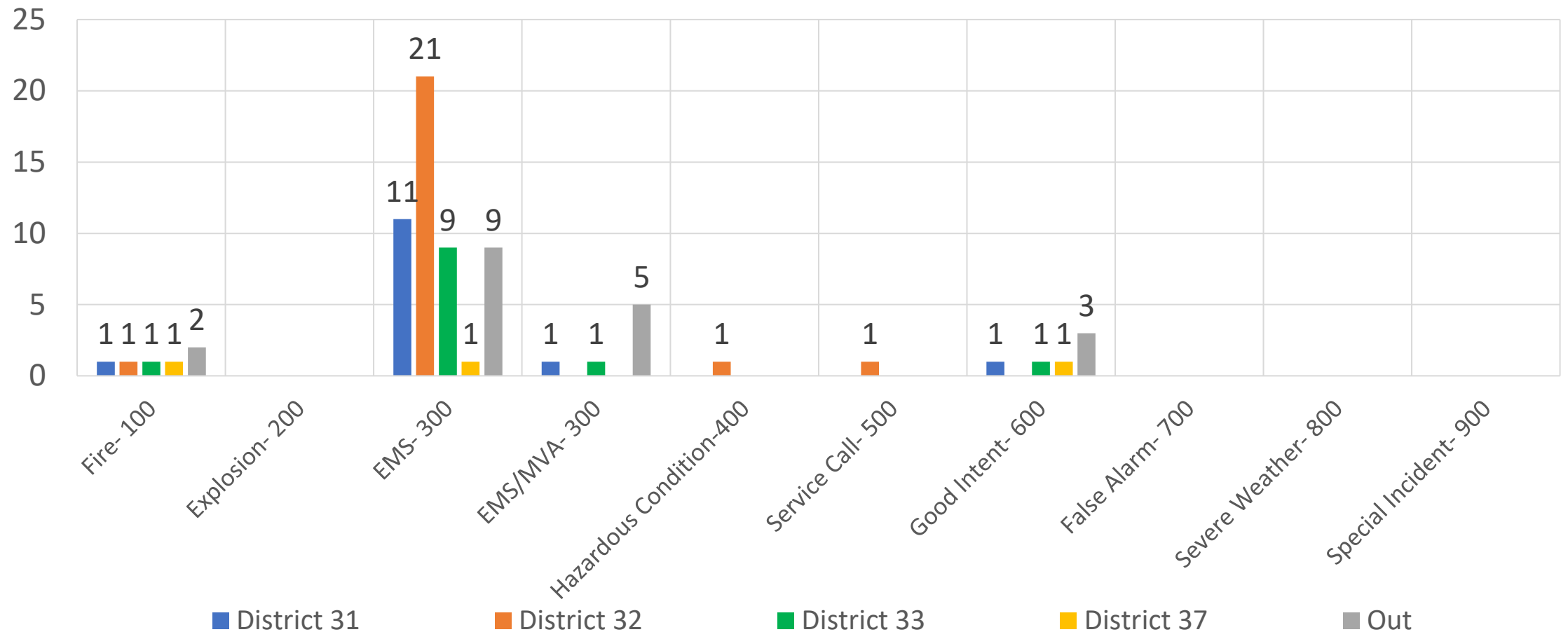
- District 31
- District 32
- District 33
- District 37
- Out of District



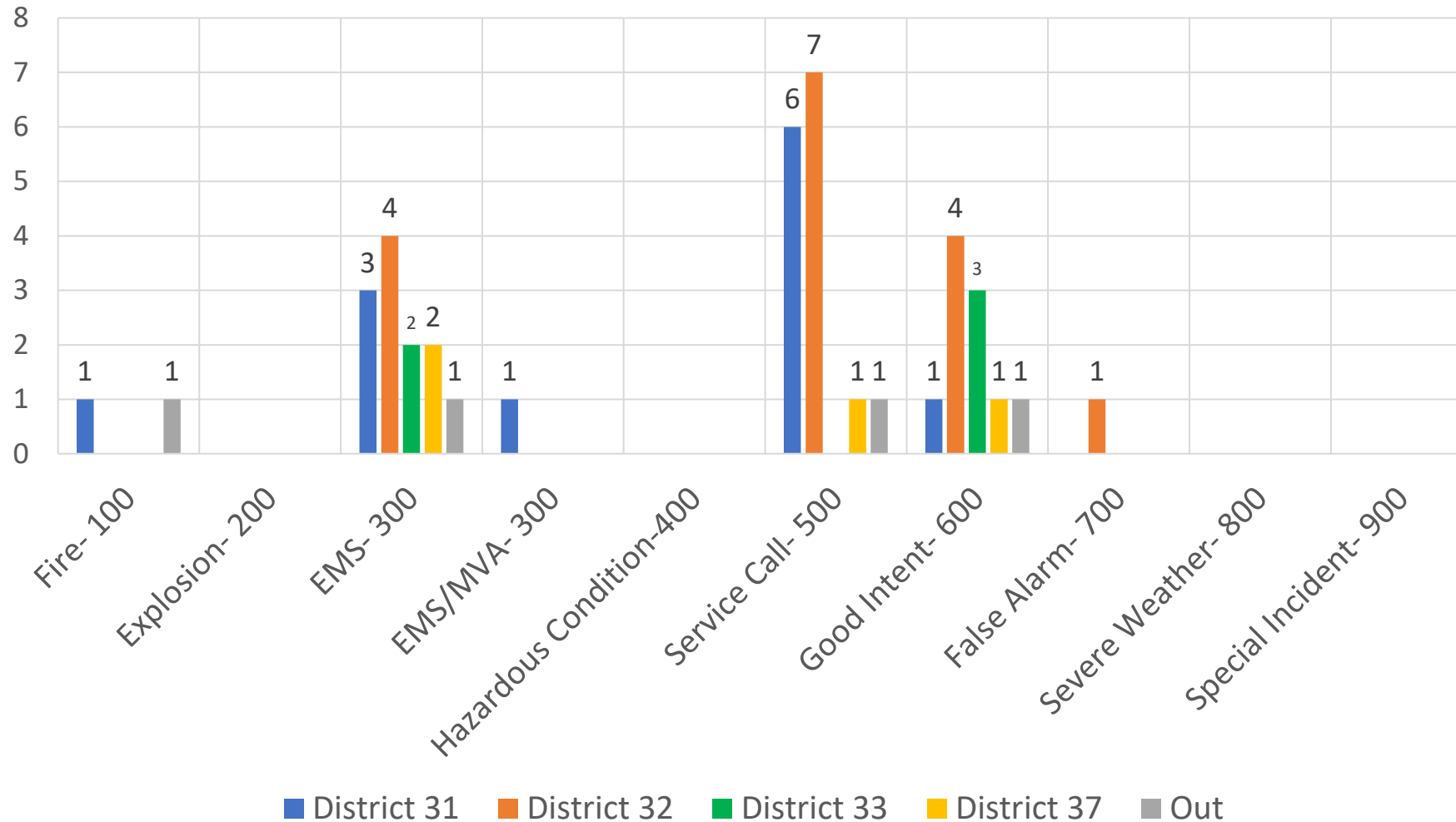
Total Incidents- (112)



Emergent Call Breakdown

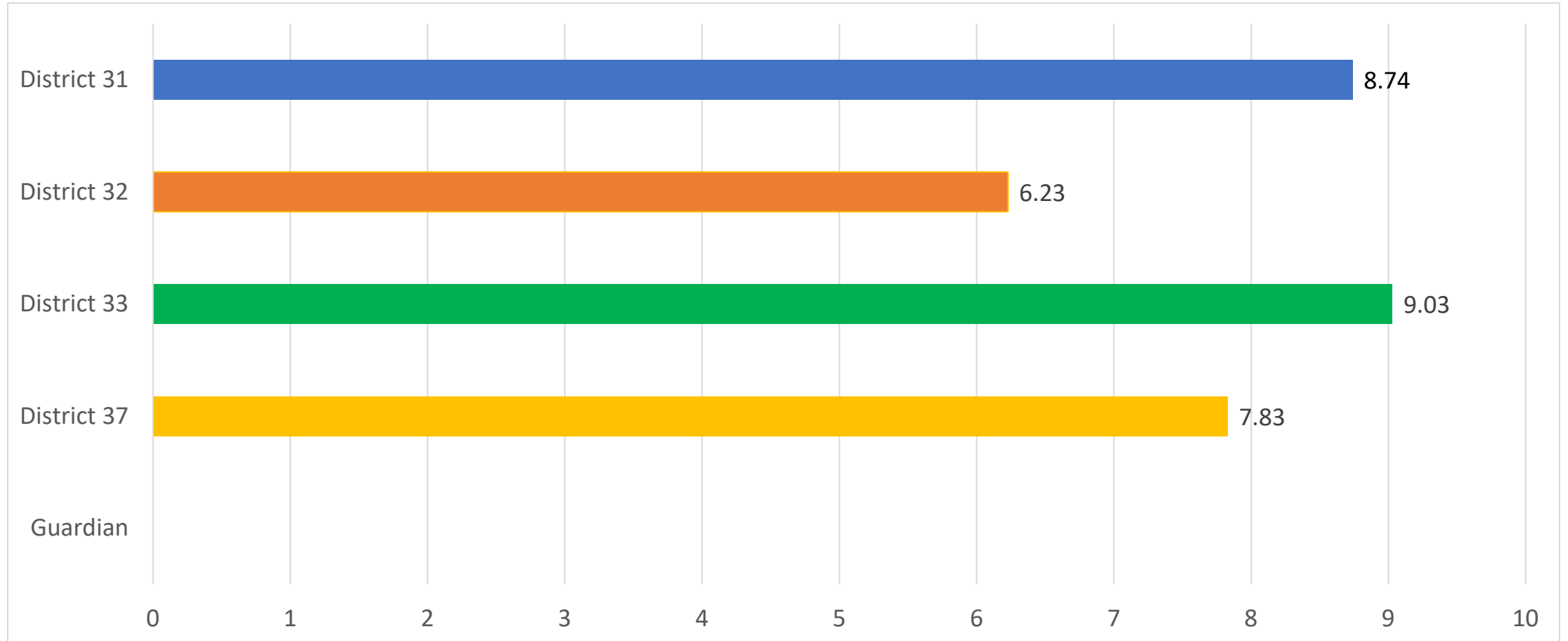


Non-Emergent Call Breakdown

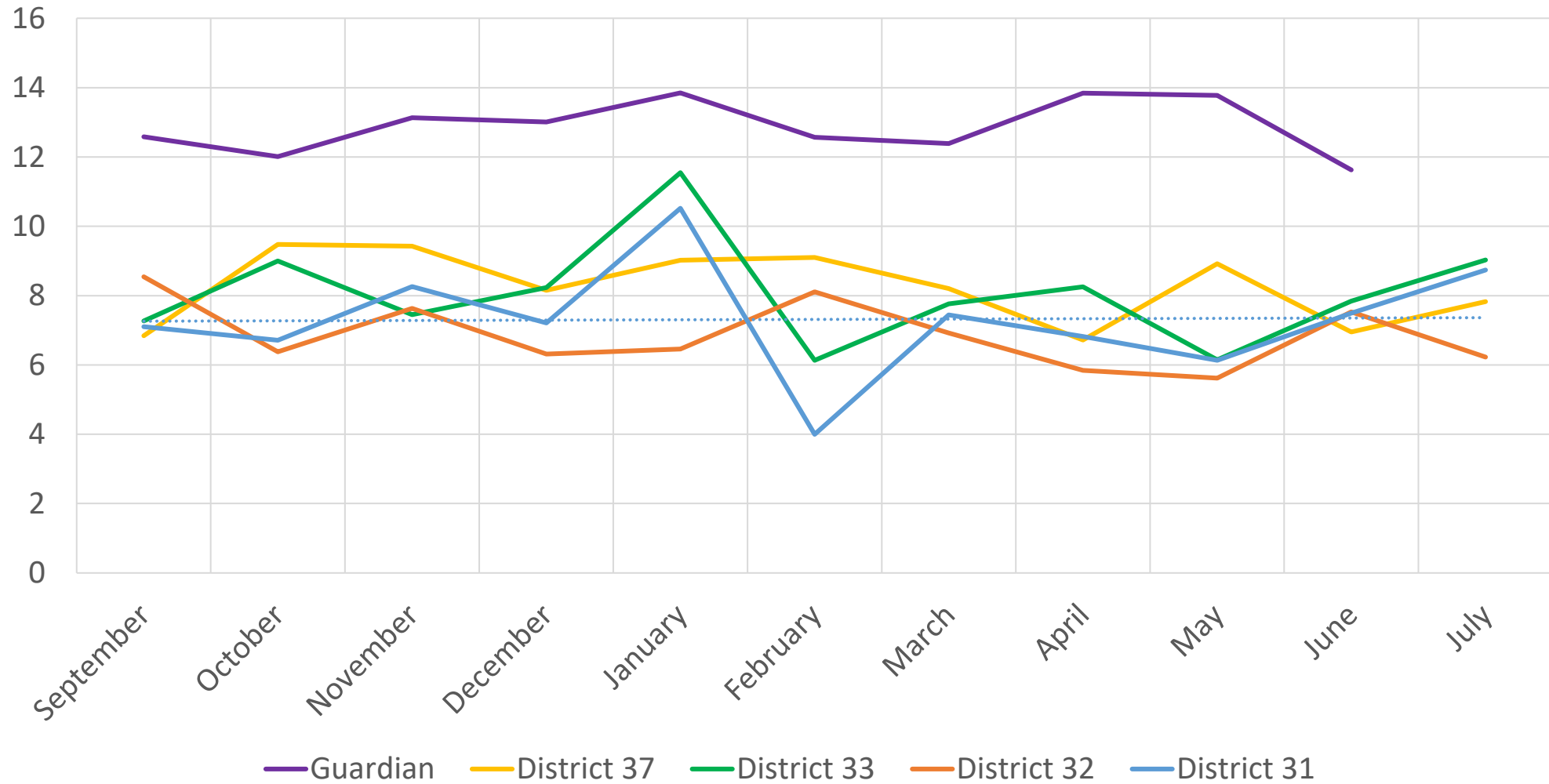


Average Response Times

GMT times unavailable



Response Time Trend



Action- 7a

To: SFMD Fire Board
From: SFMD Administration
Date: August 16, 2023
Title: Updated Fire Board Handbook

Recommended Action: Approve the updated version of the Fire Board Handbook

Action Summary: In order to continue being a useful reference source this handbook must be constantly reviewed and updated to reflect changes in service delivery needs, laws and regulations, and District operations.

Financial Impacts: N/A

Relation to Goals: Create efficiencies that improve and sustain the capabilities of the District, and Improve the resources of the District both human and capital

Key Considerations: Changes include: Increase in public speaking time to 3 minutes, or 10 minutes if a group of 3 + people, Start time of board meetings changed to 6:00pm, and numerous grammatical errors.

Additional Info:

Attachments: Fire Board Handbook (updated 8/16/2023)

Suggested Motion I motion to approve the newest updated version of the Fire Board Handbook, dated 08/16/2023.



Handbook for Fire Board Members

Adopted: February 17, 2016
Updated: September 18, 2019, August 16, 2023

REVISED BY THE

Summit Fire District Board of Directors

Contents

Introduction	1
Summit Fire and Medical District History	1
Mission and Vision Statement.....	2
First Official Acts.....	2
Orientation	2
Organization Structure	3
Summit Fire & Medical District Organizational Chart.....	3
Code of Conduct.....	4
Legal Responsibilities	4
Commitments	6
Officer/Board Members Descriptions	7
Filling Board Vacancies	8
Fire District Elections	9
Conducting a Board Meeting	10
Records Management	12
Board Travel.....	12
Other Resources.....	12
BASIC FIRE DISTRICT STATUTES	12
Title 11. Counties	12
Title 42. Taxation.....	13
Title 48. Special Taxing Districts	13
Title 38. Public Officers and Employees.....	14
By-laws of the Summit Fire and Medical Fire Board.....	16
ARTICLE I- NAME.....	17
ARTICLE II - PURPOSE.....	17
ARTICLE III --BOARD OF THE DISTRICT.....	17
SECTION 1. MEMBERS	17
SECTION 2. MEETINGS.....	17
SECTION 3. QUORUM	18
SECTION 4. AGENDA	18
SECTION 5. MOTIONS AND VOTING	19
SECTION 6. POWERS	19
SECTION 7. REMUNERATION	19
ARTICLE IV – OFFICERS OF THE BOARD	19
SECTION 1. BOARD OFFICERS	19
SECTION 2. EXECUTIVE OFFICERS ELECTION AND TERMS OF OFFICE.....	20
ARTICLE V - FIRE CHIEF AND BOARD.....	20
SECTION 1. FIRE CHIEF	20

SECTION 2. DUTIES OF THE BOARD AND FIRE CHIEF 20

ARTICLE VI – FINANCIAL POLICY 21

SECTION 1. FISCAL YEAR..... 21

SECTION 2. THE BUDGET 21

SECTION 3. ANNUAL FINANCIAL AUDIT 21

SECTION 4. SPECIAL DISTRICT ANNUAL REPORT..... 21

ARTICLE VII - AMENDMENTS 21

Introduction

This policy and procedure handbook is intended to serve as the primary resource for all matters relative to the District's Fire Board. It is approved by the Fire Board of Directors to assist individual members in the conduct of their responsibilities as elected public officials.

No policy and procedure handbook can anticipate the full range of topics and situations that may arise. As new issues arise new policy and procedures are established and/or existing policy modified. While these policies and procedures are intended to provide clear and consistent direction, the Fire Board may, at its discretion, deviate from these policies and procedures if the current policy or procedure is found to be inappropriate. In such cases the decision should be documented, in an Open Meeting, and a determination made if the current policy and/or procedure requires modification.

It shall further be the policy of the Fire Board to authorize the Fire Chief to interpret and apply these policies and procedures within their written and stated intent, and to deviate from these policies and procedures in an emergency or to avoid a hardship for the District. It is the responsibility of the Fire Chief to seek clarification of any Fire Board policy and/or procedure issues directly with the Fire Board.

In order to continue being a useful reference source this handbook must be constantly reviewed and updated to reflect changes in service delivery needs, laws and regulations, and District operations.

Summit Fire and Medical District History

Summit Fire and Medical District has a rich history of working together to achieve the best possible service delivery to rural Flagstaff. That history dates back to 1973. Doney Park Fire District was the first predominantly career fire department established in the rural area of Flagstaff. Soon after in 1977 Timberline-Fernwood Fire District, which was predominantly a volunteer department, was built. The two departments merged into Summit Fire District in 2001. Together they advanced the fire district, providing advanced life support to over 10,000 residences in the rural areas of Flagstaff. In 2006 Summit Fire District started providing service to the Fort Valley area, increasing the service delivery area to 90 square miles and 12,000 residents. We also provide service delivery to three major highways in the area. In January, 2016 Summit Fire and Medical District entered into a two-year Intergovernmental Agreement (IGA) with the City of Flagstaff to share the services of the Fire Chief.

Mission and Vision Statement

Mission Statement: Ensuring exceptional customer service to the community, visitors and surrounding region.

Vision Statement: Dedicated to life safety and fire protection services

First Official Acts

At least one day prior to new Board members taking office, they are required to affirm and sign an Oath of Office and read through the Open Meeting Laws. Administration will also ask new Board Members to complete an information sheet which allows the District to add you to the Department Roster and enables us to know how to reach you when necessary. This information is also used to complete Department mandatory reporting requirements.

Orientation

New Board Members will be invited to go through an orientation session to give them a basic understanding of the Fire District. This orientation session will be administered by the Fire Chief/Deputy Chief and Administrative Officer. The following topics may be discussed:

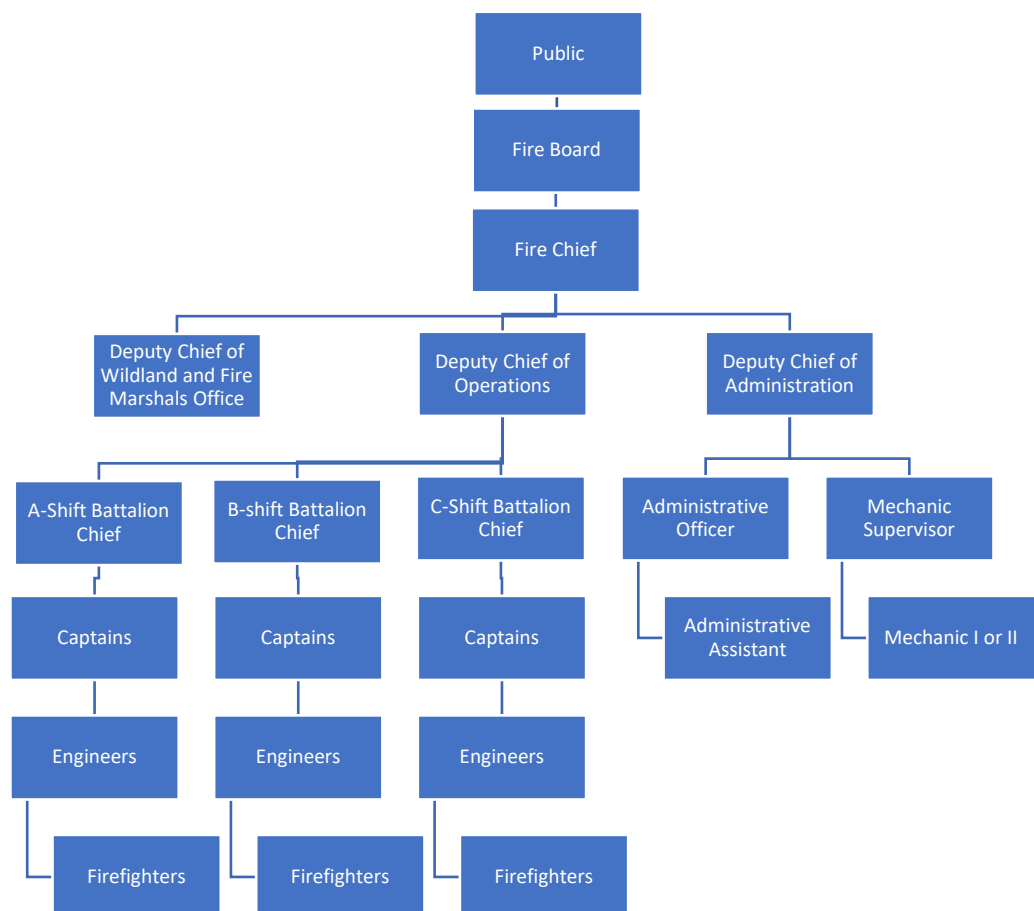
- Tour of stations, apparatus and meet staff
- Chain of command
- The role of a Fire Board Member
- Explanation of the Fire District finances, budget, and the roll a Board Member plays
- Description of response areas (district boundaries, off district, mutual aid)
- Explanation of Arizona Fire District Association (AFDA)

After the orientation, new Board members will be provided with a flash drive with the AFDA "Redbook" and current District budget. Board members are also required to attend professional development training provided by Arizona Fire District Association (AFDA) within one year of election or appointment to office. These statutory classes can either be taken on-line or at one of two conferences offered by AFDA

Organization Structure

The purpose of an organizational chart is to illustrate graphically the reporting relationships within an organization and to provide a thumbnail sketch of the division of labor between job classifications. The organizational chart also depicts the levels of management within an organization. The organizational structure should not be viewed as something that cannot be changed. The organization should view the structure as a method to promote efficient and effective operations. If changing circumstances indicate a different organizational structure would be more effective, it should be changed. There will be times when the Fire Board may have to communicate directly with the Administrative Officer.

Summit Fire and Medical District Organizational Chart



There may be times and situations when the Fire Board may need to bypass the flow of the organizational chart.

Code of Conduct

- Board Members should have a broad perspective and possess a willingness to search out effective solutions to complex problems. Being single issue focused or adopting a biased point of view is not in the best interest of the District.
- Board members should keep on task and not be unduly influenced by those who have more dominant personalities. Every Board member represents the interest of the District equally.
- Board members are obligated to operate within the parameters that the Board sets for itself.
- Board members who vote in opposition to the majority of the Board should not interpret it as a personal issue. In turn, all Board members need to realize that the will of the majority prevails.
- Board members always place the District's best interest above their own personal interests.
- The "prudent person" legal doctrine applies to individual Board members as well as the Board as a collective body. The level of Board competency will be compared to what a similar prudent Board or Board member should do.
- Board members are required to act and behave professionally when representing the District.
- Board members may not use their position, or information obtained as a Board member, for personal gain or for the financial benefit of themselves or members of their family.
- The focus of the Board is on policy, its implementation, and the finances of the District; Board members should not become involved in the day to day operations of the Department.

Legal Responsibilities

The multitude of state laws substantially affects the manner in which a fire district must conduct its business. Good intentions are not enough. Public officials must be familiar with the laws governing their conduct and operations. A general summary of what a fire district SHALL DO and what a fire district MAY DO is itemized below. The fire board administers the affairs of a fire district. The FIRE DISTRICT SHALL: (A.R.S. §§ 48-803, 48-804 and 48-805)

The Fire District Shall:

- Hold public meetings at least once each calendar month.
- Submit to the county board of supervisors a budget estimate, containing the requirements set forth in the statute.
- Prepare and post, in three places, an annual budget containing detailed estimated expenditures for each fiscal year.
- Determine the compensation payable to district personnel.
- Obtain legal counsel.
- Require probationary employees in paid sworn firefighter positions, a reserve firefighter, or a volunteer firefighter position to submit a full set

of fingerprints to the fire district for the purpose of obtaining a state and federal criminal records check.

- Appoint or hire a Fire Chief.
- Elect board members, including a chairman and a clerk, consistent with the requirements and regulations of the statutes.
- Fill vacancies on the board within 90 days of the vacancy.
- Comply with the anti-nepotism requirements when appointing a person to any clerkship, office, position, employment or duty.
- The Fire Chief and board members must attend professional development training as outlined in the statutes. In addition, the association that is providing the training is required to provide a report to the County containing the details set forth in the statutes.
- Comply with various financial requirements, including submission of reports.
- Conflict of interest may occasionally arise and that each Fire Board member is responsible to declare such actual or potential conflicts as specified in state law, and shall refrain from voting upon or otherwise participating in any manner in an item constituting a conflict of interest as more fully set forth in A.R.S. §38-502 and §38-503.

A fire district, through its board, May:

- Employ any personnel deemed necessary for the fire protection / medical and rescue services.
- Construct, purchase, lease, lease-purchase or otherwise acquire the following or an interest therein; and in connection with such construction or any other acquisition, purchase, lease, lease-purchase or grant a lien on any or all of its present or future property including:
 - Apparatus, water and rescue equipment, including ambulances and equipment related to any of the foregoing: Land and buildings with equipment and furnishings to house equipment and personnel necessary for fire protection and preservation of life.
- Issue bonds to finance the acquisition of property as provided in A.R.S. §48-806. Bonds may not be issued without consent of the voters at an election held for that purpose.
- Assist the State Fire Marshal in the enforcement of nationally recognized fire protection standards.
- Adopt, with approval of voters, their own fire code, and enforce it.
- Amend an existing fire code.
- Enter into an agreement procuring the services of an organized private fire protection company or a fire district of a neighboring city, town or district.
- Contract with a city or town for fire protection services for all or part of the city or town.
- Retain a certified public accountant to perform an annual audit of district books.
- Retain private legal counsel.

- Accept gifts, contributions, bequests, and grants and comply with any special requests attached to such.
- Pay membership dues to the Arizona Fire District Association.
- Adopt fee schedules within and outside the jurisdictional boundaries for fire protection services and preservation of life.
- Change the district's name.
- Require all non-sworn employees to submit fingerprints.
- Enter into intergovernmental agreements with other political subdivisions or contracts with individuals.
- Fire Board may establish committees to review issues and make constructive recommendations to facilitate the Fire Board's decisions.
- Be reimbursed for expenses incurred in performing duties.
- Amend the budget at a special meeting one week after the revisions are considered at a regular scheduled meeting (48-805.02E).
- Assess and levy a secondary property tax to pay for costs of fire protection services or emergency medical services [except services regulated by Title 36, Chapter 21.1 (CON)].

The district SHALL NOT:

- Incur and the chairman and clerk must certify that the District has NOT incurred any debt or liability in excess of taxes levied and to be collected and the money actually available and unencumbered at the time in the fund, except as provided in A.R.S. § 48-805.B.2, §48-806 and §48-807.

Commitments

To accomplish responsibilities to the best of their ability, Board members should be committed to the following practices:

- Respectful interaction with SFMD staff, the public and each other
- Attend and actively participate in Board meetings, work sessions, public hearings and special events
- Review Board packets prior to the meetings in order to arrive prepared; ensuring that they have adequate and current information to make informed decisions; keeping informed of developments relevant to issues before the Board
- Work to accomplish the mission of the District; unite for a common cause; listen carefully to opinions of fellow Board members and paid staff and respecting those opinions; not be publicly critical of fellow Board members' opinions in or outside of Board meetings
- Exercise independent judgment on decisions that come before the Board
- Be loyal to the Department, its staff, and other Board members
- Keep disagreements impersonal
- Do not discuss confidential proceedings of the Board outside the Board meeting
- Accept, respect, and support majority decisions of the Board; recognize authority is vested in the Board as a group and not in individuals

- Do not interfere with the duties of the Chief or undermine the Chief's authority; recognize chain of command
- Declare any conflicts of interest between the member's personal life and their Board position; avoid voting on issues that are or are perceived to be a conflict of interest
- Do not use the Board or the Department for personal advantage or the advantage of family or friends
- Learn more about job and responsibilities by attending a minimum of one Arizona Fire District Association (AFDA) conference annually
- Work with members of the Fire Department, Fire Board and the community to ensure smooth, efficient, and responsible operation of the Summit Fire District
- Call to the attention of the Board any issues that will have an adverse effect on the organization
- Refer constituent and staff complaints to the proper level on the chain of command
- Self-evaluate; the Board should evaluate its own effectiveness to assure fulfillment of responsibilities and to maintain a strong organization
- Board members as individuals are not empowered to make administrative decisions on behalf of the District. Further, Board members cannot under any circumstance give directions to any level of District staff.

In order to promote the efficient use of staff time and for the sake of transparency, Board members may only ask questions of staff related to any agenda item during the Board's consideration of that item during a legal meeting. All other questions or requests for information related to District business shall be made in the following manner:

At the end of each meeting under the agenda item entitled "Board Member Comments", Board members may ask questions and/or request information with respect to any matter related to District business not on the agenda. District staff shall respond to all such questions or requests at the next regularly scheduled meeting.

The Fire Chief in his or her discretion, after giving due consideration to the current staff workload, may determine the appropriate amount of staff time to devote to such responses

Officer/Board Members Descriptions

The function of the Fire Board Officers is to assist the Fire Board do its job, and not as powers unto themselves. Officers' positions on the Summit Fire Board are Chairperson and Clerk. Officers are responsible for the integrity and functioning of the Fire Board and for ensuring the integrity of related documentation.

Officers of the Fire Board are in the service of the Fire Board and are bound by the Fire Board's desires and by the limits of their authority. Officers may not act in place of the Fire Board except when specifically delegated by the Fire Board as a whole.

BOARD CHAIRPERSON

- Leads meetings of the Fire Board
- Assures compliance with Open Meeting Laws
- Assures basic elements of "Roberts Rules" are followed
- Uses the authority of the chair to ensure that all people attending a meeting are treated equally – for example, not to permit a vocal few to dominate the debates
- Assists Administration in developing agendas for Fire Board meetings
- Be familiar with all the business to be dealt with at the meeting, including any reports to be made by administration, committees or task forces, any motions already submitted by members or groups of members, and insofar as is possible, any new business likely to be introduced.
- Provides signature on contracts or other instruments pertaining to Fire District business
- Creates and maintains a spirit of unity amongst diverse people on the Fire Board
- Facilitates the group process
- Ensures the Fire Board works effectively and ethically with the Fire Chief and staff
- Maintains Fire Board discipline by adhering to Fire Board agreed upon conduct
- Contacts and consults legal counsel and insurance representatives as deemed necessary

BOARD CLERK

- Performs the duties of the Chairperson in their absence
- Be prepared for meetings, reading and understanding all information received prior to the meeting.
- Participates as a vital part of the Fire Board's leadership
- Assures proper posting of agendas and legal documents
- Serves as Chairperson of the Public Safety Retirement System (PSPRS) Local Board

ALL BOARD MEMBERS

- Be prepared for meetings, reading and understanding all information received prior to the meeting.
- Sign Warrants

Filling Board Vacancies

Pursuant to Arizona Revised Statute (A.R.S. §38-291) a vacancy shall occur if any member ceases to discharge the duty of their office for the following reasons:

- The death of the incumbent.
- Insanity of the incumbent when judicially determined.
- Resignation and the lawful acceptance of the resignation of the incumbent.
- Removal from office of the incumbent.
- If the office is elective and the incumbent ceases to be a resident of the District.
- Absence from the State by the incumbent without the permission of the legislature beyond the period of three (3) consecutive months.
- The incumbent ceasing to discharge the duties of office for the period of three (3) consecutive months.
- A conviction of the incumbent of a felony or any offense involving a violation of their official duties.
- Failure of the person elected to file their required oath within the time prescribed by law.
- The decision of a competent tribunal declaring void the election or appointment of the person elected or appointed into the office.
- Failure of a person to be elected or appointed to the office.

When vacancies in the Fire Board occur mid-term, state law charges the Board of Directors with the responsibility of filling the position. The person appointed to fill the vacated position will complete the unexpired term of the board member whose position was vacated. Upon completion of this term, a successor will be elected in accordance with Arizona Revised Statutes. The law does not give specific direction on the process that should be used by a board to fill a vacancy.

The Fire Board may select the process it determines is in the best interest of SFMD to identify and screen applicants, and make appointments. The following process is generally followed:

- Make the vacancy known through advertisement or other method;
- Screen applications as may be necessary;
- Interview most qualified applicants;
- Select most qualified applicant.
- Officially appoint the successful applicant. The newly appointed Board member will execute the Oath of Office.

In the event the entire board resigns or for any reason cannot fulfill its duties, the Coconino County Board of Supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the Board of Supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies.

Fire District Elections

Every Fire Board Member will serve a four-year term. The Fire District will hold elections on the November general election cycle as required every two years,

unless otherwise required. The Fire District will follow all statutory requirements.

To become a candidate at the fire district election and have your name printed on the official ballot candidates shall contact the Coconino County Elections Department for current requirements and to receive the election packet. Candidates are responsible for reading through the packets and understanding the election process.

Coconino County has the right to “call” the election prior to the election date if the number of candidates equals the number of open positions.

Conducting a Board Meeting

In order for the Fire Board to hold an official public meeting, the Fire Board has several requirements that must be met.

- The Fire board must hold regular and special meetings according to state law.
- Maintain a five (5) member board.

Pre-Board Meeting

- When board members have agenda items, they shall be submitted to the Chairman by the first Monday of each Month. Board Chairman will have all agenda items to Administration by the first Tuesday of each month.
- The Board Chairman may delegate the responsibility of the agenda to SFMD’s Administration.
- Fire Board packets will be emailed to each Board Member by 5:00 p.m. on the Friday preceding the scheduled meeting.
- The SFMD Administration under direction of the Fire Board will post the meeting notice (Agenda) 24 hours prior to the Fire Board Meeting at all its pre-defined posting places. This notice also includes notice of the Fire Board going into Executive Session.
- SFMD will post all meeting notices on our website (www.summitfiredepartment.org), and at Fire Stations #31, #32, and #37.

Board Meeting

- The Fire Board members must comply with all requirements of Arizona Open Meeting Laws. The law states very simply that, with a few limited exceptions, all meetings of a public body shall be open to all persons desiring to attend. The law defines a meeting as the gathering of a quorum of members of the public body to propose or take legal action, including any deliberations with respect to action.
- A quorum of the board members must be in attendance to conduct District business. Attendance may be in-person, by computer or telephonically.

- The agenda must contain information reasonably necessary to inform the public of the matters to be discussed or decided.
- Citizens have the right to attend, listen, audio and video record the public meeting. According to the Fire Board policy they will also allow the public to have opportunities to speak to topics during Calls to the Public as defined on the agenda. The Fire Board Chairman may define the length of time that the public may speak.
 - Fire Board approved an increase in the allotted speaking time per individual to three (3) minutes; OR if representing a Group of 3 or more individuals the designated speaker is allotted 10 minutes. All parties of the Group must be present at the meeting.
- When the Fire Board votes on any question the vote shall be taken by ayes and nays and shall be taken simultaneously. If the presiding officer is unable to accurately determine the result of a simultaneous voice vote, they may or at the request of any board member shall, call for a roll call vote taken by lot. It shall be out of order for members to explain their vote during the roll call. There shall be no additional debate or speaking on the subject after the vote is taken.
- The Fire Board has the right to go into executive sessions as noted on the agenda. Executive session has seven authorized circumstances in which the Fire Board may discuss items in private. The Fire Board is not allowed to vote or take a poll in executive session. All final actions must be made in open meeting.

Minutes

- The Fire Board Clerk must take meeting minutes of all meetings, including executive sessions. The Fire Board may delegate this responsibility to SFMD administration.

Records Management

The Summit Fire Board will abide by all district record management policies and laws set forth by the State of Arizona.

Board Travel

Board Members traveling off-district for training or business purposes shall submit for reimbursement for actual expenses. Itemized receipts need to be turned into administration for reimbursement.

The use of Department vehicles may be requested for use; although, vehicles may not always be available. When a Board Member uses their personal vehicle, they will be paid the amount of their fuel receipts. All receipts must be itemized and turned in to administration in order to be reimbursed.

Other Resources

Arizona Fire District Association “Red Book”

Arizona Fire District Association website <http://www.azfiredistricts.org/>

Copies of all Arizona Revised Statutes are available online at:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Open Meeting Law Information and Resources available online at:

<https://www.azag.gov/sgo>

BASIC FIRE DISTRICT STATUTES

Title 11. Counties

Chapter 2. Board of Supervisors

Article 4. Powers and Duties

11-251. Powers of board

11-251.06. Reimbursement for county services to special districts

11-251.07. Report of special taxing district in the county

11-251.12. County islands; fire and emergency services protection; intergovernmental agreement with adjoining municipalities or private providers; definition

Chapter 6. County Planning and Zoning

Article 3. Building Codes

11-861. Adoption of codes by reference; limitations; method of adoption

Chapter 7. Intergovernmental Operations

Article 3. Joint Exercise of Powers

11-952. Intergovernmental agreements and contracts

11-952.01. Public agency pooling of property, fidelity, liability, workers' compensation, life, health, accident and disability coverage; exemptions; board of trustees; contract; termination; audit; insolvency; definition

11-952.02. Separate legal entities; joint exercise of powers
Article 5. City, Town or County Employee Benefits, Property Loss and Liability Claim Coverage
11-981. Payment of benefits, losses and claims; establishment of trust funds

Title 42. Taxation

Chapter 17. Levy

Article 6. Assessment, Levy and Collection of Local Taxes
42-17257 Notice of establishment or change in city, town or taxing district boundaries

Title 48. Special Taxing Districts

Chapter 1. General Provisions

Article 5. District Contracts with Federal Government
48-187. Governing body; civil immunity; definition
Article 9. Reports by Districts
48-251. Annual report
48-252. District budgets Page 42 of 327 © AFDA 2015 – 17th Edition – Rev.: 12/14
48-253. District audits and financial reviews
Article 10. District Creation and Boundary Changes
48-261. District creation; procedures; notice; hearing; determinations; petitions
48-262. District boundary changes; procedures; notice; hearing; determinations; petitions
48-263. Special taxing district impact statement; district creation; district boundary change; bond requirement
48-264. Dissolution of inactive special taxing districts; board of supervisor's action; exceptions
48-265. Petitions; form; verification of signatures
48-266. Petitions of property owners; form; verification
Article 11. Approval of Formation of Special Districts
48-271. Board of supervisor's authority to approve or deny formation of special district

Chapter 5. Fire Districts

Article 1. General Provisions

48-802. Election procedures (*see notes page 7*)
48-803. District administered by a district board
48-804. District administered by elected chief and secretary treasurer
48-805. Fire district; powers and duties
48-805.01 Separate legal entities; joint exercise of powers
48-805.02 Fire district annual budget; levy; requirements
48-806. Bond election; issuance and sale of bonds
48-807. County fire district assistance tax; annual budget

48-812. Disposition of fire district; assets and relief and pension fund assets upon annexation by or inclusion within a city or town

48-813. Deletion of annexed area from district territory; provision for continued protection

48-814. Property located outside of fire district territory; reimbursement to fire district for cost of fire protection services

48-815.01. District dissolution; procedures; notice; hearing; determinations; petitions

48-815.02. Dissolution; petitions of property owners; form; verification

48-816. Election to reorganize district

48-817. District over twenty-five thousand population

48-818. Emergency medical aid or assistance to other public bodies; limitation on liability

48-819. Reimbursement for county services

48-820. Hearing and election to merge fire districts

48-821. Disposition of assets on merger of fire districts

48-822. Election to consolidate fire districts; resolution; impact statement; hearing

Article 2. Military Exemptions

48-831. Exemption of volunteer fire fighters from military duty

48-832. Procedure to obtain exemption

48-833. Exemption based on length of service

48-834. Annual filing of exemption list; issuance of illegal certificate; classification

Article 3. Noncontiguous County Island Fire District

48-851. Noncontiguous county island fire district; formation; definition

48-852. District board governance; elections

48-853. District board; powers and duties; intergovernmental agreements; contract; administration; definition

Title 38. Public Officers and Employees

Chapter 2. Qualification and Tenure

Article 4. Oath of Office

38-231. Officer and employees required to take loyalty oath; form; classification; definition

38-232. Time of oath

38-233. Filing oaths of record

38-234. Usurpation of office; classification

Article 6. Vacancy in Office

38-291. Vacancy defined

Chapter 3. Conduct of Office

Article 3.1 Public Meetings and Proceedings

38-431. Definitions

38-431.01. Meetings shall be open to the public

- 38-431.02. Notice of meetings
- 38-431.03. Executive sessions
- 38-431.04. Writ of mandamus
- 38-431.05. Meeting held in violation of article; business transacted null and void; ratification
- 38-431.06. Investigations; written investigative demands
- 38-431.07. Violations; enforcement; removal from office; in camera review
- 38-431.08. Exceptions; limitation
- 38-431.09. Declaration of public policy
- Article 6. Employment of Relatives
 - 38-481. Employment of relatives; violation; classification; definition

**SUMMIT FIRE AND MEDICAL
FIRE BOARD BY-LAWS**

By-laws of the Summit Fire and Medical Fire Board

The Board of the Summit Fire and Medical District, considering the provision of Title 48, Chapter 5 of the Arizona Revised Statutes, hereby adopts the following By-laws for the regulation and governing of the Fire District. These By- laws shall not supersede the Arizona Revised Statutes governing Fire Districts.

ARTICLE I - NAME

The name of the District shall be the Summit Fire and Medical District servicing 90 square miles and the communities of Doney Park, Townsend Winona, Timberline, Fernwood, Fort Valley the areas and other unincorporated areas of Coconino County that are within the Fire District boundaries.

ARTICLE II - PURPOSE

The purpose of the Summit Fire and Medical District shall be to provide emergency services for the protection of persons, property, and values within the defined boundaries of the Fire District.

ARTICLE III --BOARD OF THE DISTRICT

SECTION 1. MEMBERS

Members of the Fire District Board shall be those individuals elected or appointed pursuant to A.R.S. § 48-802, 48-803 and 48-805. The number of such members shall be five and each shall serve terms as designated in A.R.S. § 48-803. If a vacancy occurs on the Board other than from the expiration of a term (as defined in A.R.S. § 38-291), the remaining Members of the Board shall fill the vacancy, in accordance with Board Policy, by the appointment of an interim member to serve out the term (A.R.S. § 48-803.B). A member of the Fire District Board shall not be an employee of the Fire District or a spouse of an employee (A.R.S. § 48-805.B.).

SECTION 2. MEETINGS

Regular monthly public meetings shall normally be held on the third Wednesday of each month at 6:00 pm but may occasionally be scheduled for other days or times when necessary. Notification of changes will be given to all Board members in a timely manner. Special Meetings, Executive Sessions, and Work Sessions shall be held at the call of the Chairperson or upon the

request of two members of the Board. The Chairperson shall give at least two days' notice of all meetings to all members of the Board.

In the absence of the Chairperson and Clerk at a meeting, a quorum of the Board shall elect, by majority vote of those present, a Chairperson for that meeting. Action by the Board shall be by majority vote of those members present.

Notices of ALL meetings listing agenda items shall be posted in at least four public places at least twenty-four hours in advance of the time scheduled for said meeting.

In accordance with A.R.S. 38-431.01, all meetings are to be conducted openly and all persons so desiring shall be permitted to attend. In addition, communication between Board members shall take place in public. To ensure compliance with the Open Meeting Law, Board members shall not correspond through e-mail to a quorum of members.

SECTION 3. QUORUM

A quorum will consist of at least three board members. If a quorum is not present, the fire board may not conduct district business. They will need to reschedule the meeting within three business days (Monday-Friday) and within the same month to ensure compliance with state laws. The only action that can be taken in the absence of a quorum is to fix the time in which to adjourn recess or take measures to obtain a quorum. The prohibition against transacting business in the absence of a quorum cannot be waived even by unanimous consent.

SECTION 4. AGENDA

The Board Chairperson and SFMD Administration will put together the information for the agenda. Agendas should contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Agendas will be posted on the District website and fire stations #31, #32, and #37.

Posting places shall be voted on by the fire board members and signed by the Clerk of the Board.

SECTION 5. MOTIONS AND VOTING

To make a motion, a Board member states, "I move that..." and then clearly describes the proposal. It is important to say precisely what the words of the motion are to be. The group votes on exact language, not on a vague idea. When a motion is made, it must be seconded in order to be considered by the group. Once a motion is seconded, it is then before the Board for debate and action. After the discussion is complete, the Chair shall call for a vote. Each Board member, including the Chair, has one vote.

The vote on any question shall be taken by ayes and nays. If the Chair is unable to accurately determine the result of a voice vote, he/she may, or at the request of any Board member shall, call for a roll call vote. It shall be out of order for members to explain their vote during a roll call.

A majority vote is considered as the majority of votes cast, disregarding abstentions. A majority vote is required for the adoption of any motion.

Board members who have an actual or potential conflict of interest should not participate in discussion or vote on these matters.

SECTION 6. POWERS

The public business, property, and affairs of the Summit Fire and Medical District shall be managed by the Board which shall have and may exercise all the powers of the District as provided by Arizona Law, and to do all such lawful acts and things that are not defined by law or by these By-laws that may be directed or required to be done by the electorate.

SECTION 7. REMUNERATION

Members of the Board shall serve without compensation but may be reimbursed for actual expenses incurred in the performance of duties required by law (A.R.S. § 48-803.C).

ARTICLE IV – OFFICERS OF THE BOARD

SECTION 1. BOARD OFFICERS

The officers of the District Board shall be the Chairperson, who shall be the Executive Officer, and the Clerk, who shall be the Executive Officer in the absence of the Chairperson. All such officers shall have general authority to perform within the policies

set by the Board and to perform all acts necessary or advisable in connection with the activities and responsibilities of the Board for the operations of the District.

SECTION 2. EXECUTIVE OFFICERS ELECTION AND TERMS OF OFFICE

The Board Officers shall be elected at the regular November meeting. Elected Board Officers shall assume office on December 1 and serve for a term of one year.

Term limits for the Officers of the Board may be limited to two consecutive terms unless otherwise approved by at least three members of the Board.

An officer of the board may be removed if at least two Board members propose the removal of the officer and at least three members of the Board vote for such removal.

An officer may resign their Executive Office position at any time by giving the Board written notice of his/her resignation. Upon the death of an officer the office shall be deemed to be vacant as of the date of death.

When a vacancy occurs, there shall be an election to fill the vacant office on the board. This election shall be held at the meeting where the officer was successfully removed, when a written notice of resignation is accepted, or in the case of an officer's death, at the next meeting of the Board. The newly elected officer will serve the remainder of the one-year term.

ARTICLE V - FIRE CHIEF AND BOARD

SECTION 1. FIRE CHIEF

The Board shall hire a Fire Chief who shall be the Chief Administrator and Operations Officer responsible for all administrative functions and emergency services.

SECTION 2. DUTIES OF THE BOARD AND FIRE CHIEF

The Board and the Fire Chief shall perform duties and exercise powers in compliance with their positions. The Board shall adopt a mission for the District and the Fire Chief shall be responsible for carrying out this mission by managing the District's resources.

ARTICLE VI – FINANCIAL POLICY

SECTION 1. FISCAL YEAR

The fiscal year of the District shall be a twelve month period beginning on July 1 and ending on June 30 of the following year.

SECTION 2. THE BUDGET

The Fire Chief and staff shall prepare the fiscal year budget to be reviewed and considered by the Board. The proposed budget shall be (a) posted in three public places for 20 days and (b) made available to Fire District residents upon written request to the District. The Board shall adopt the budget at a public meeting of the Board (A.R.S. § 48-805.1).

SECTION 3. ANNUAL FINANCIAL AUDIT

The Board shall retain a certified public accountant to perform an annual audit of the District's books (A.R.S. § 48-253).

SECTION 4. SPECIAL DISTRICT ANNUAL REPORT

The Special District Annual Report, in the form prescribed by the State Auditor General, will be submitted within 180 days of the close of the District's fiscal year. The report will be sent to the County Board of Supervisors, the County Treasurer and the State Treasurer (A.R.S. § 48-251).

ARTICLE VII - AMENDMENTS

Amendments to the By-laws may be proposed in writing at any regular meeting of the Board. Such proposed amendments shall be acted upon at the next regular meeting of the Board or at a special meeting called for that purpose. An affirmative vote of the majority of Board members present shall constitute adoption of the amendments. Notice of intent to present amendments to the Bylaws for adoption shall be contained in the notice of the meeting.

All By-laws adopted shall conform to Arizona State law. Any By-law not in such conformity shall be invalid and State Law shall replace same.

Adopted by the Board of Directors on this _____, day
of _____, 2023.

Board Signatures

James Timney, Board Chairperson

Robb Faus, Clerk of the Board

Rick Parker, Board Member

Jim Doscocil, Board Member

Scott Walton, Board Member

Action- 7b

To: SFMD Fire Board
From: SFMD Administration
Date: August 16, 2023
Title: IGA extension option with the City of Flagstaff

Recommended Action: Approve the IGA extension for one year with the option to add two additional one-year extensions

Action Summary:	This allows for an updated IGA to be in place while continuing the efforts of the JPA feasibility analysis.
Financial Impacts:	No financial changes from current agreement
Relation to Goals:	Create efficiencies that improve and sustain the capabilities of the District, and Improve the resources of the District both human and capital
Key Considerations:	Current IGA has proven beneficial on multiple levels for both the District and the City but ends in September. By continuing with one-year extensions, we should have the input from the outside feasibility analysis to determine best options for both entities moving forward.
Additional Info:	This would maintain stability for the District and keep things consistent for at least one additional year while the feasibility analysis is completed. The 30-day cancellation policy remains intact to give the Board freedom to choose what's best at any given time.
Attachments:	See IGA
Suggested Motion	Recommend we approve the proposed Intergovernmental Agreement between the District and the City of Flagstaff for a one-year extension, with the options to add additional one-year extensions up to three years.

**INTERGOVERNMENTAL AGREEMENT
FOR SHARED SERVICES
between
City of Flagstaff
and
Summit Fire & Medical District**

This Intergovernmental Agreement for Shared Services (“Agreement”) is entered into this 1st day of October 2023, between the City of Flagstaff (“CITY”), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Summit Fire & Medical District, a political subdivision of the State of Arizona, with offices at 8905 Koch Field Road, Flagstaff, Arizona (“DISTRICT”).

RECITALS

- A. WHEREAS, CITY and DISTRICT (which may be referred to herein individually as a “PARTY” or collectively as the “PARTIES”) desire to enter into this Agreement for Shared Management and Administrative Services; and
- B. WHEREAS, CITY and DISTRICT are authorized pursuant to A.R.S. § 11-952 et seq. and A.R.S. § 48-805 et seq. to enter into agreements to cooperate in the provision of fire suppression, emergency medical services (“EMS”), and related services otherwise authorized by law; and
- C. WHEREAS, CITY and DISTRICT have completed a successful five-year IGA, which allowed the City Fire Chief to also function as the DISTRICT Fire Chief (“Management Services”), and resulted in the desired outcomes of improved fire, medical, and rescue services, improved firefighter safety, and mutually beneficial cost containment and efficiencies; and
- D. WHEREAS, CITY and DISTRICT desire to improve the current IGA for Management Services by functionally consolidating the administrative and command staffs of the CITY and DISTRICT; and
- E. WHEREAS, CITY employs, on a full-time basis, a Fire Chief, administrative personnel, and command staff (Deputy Chief and four Battalion Chiefs) with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire Department; and
- F. WHEREAS, DISTRICT employs, on a full-time basis, a command staff (three Battalion Chiefs) and administrative personnel with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire Department; and

- G. WHEREAS, DISTRICT is willing to provide financial consideration for the CITY to continue to provide Management Services to the DISTRICT and functionally consolidate the DISTRICT's command staff and administration staff; and
- H. WHEREAS, the PARTIES desire to continue to improve the nature and coordination of emergency response to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions, and beyond within reason, to include regional operations, procedures, and practices governing command and control hazard zone operations; and
- I. WHEREAS, CITY and DISTRICT agree to participate in this Agreement for the purpose of enabling the CITY Fire Chief to also function as the DISTRICT Fire Chief and functionally consolidate the respective departments' administrative and command functions.
- J. WHEREAS, CITY and DISTRICT desire to extend this agreement while a Joint Powers Authority Feasibility Study is procured by the parties.

1. PURPOSE

The purpose of this IGA is to authorize the City of Flagstaff Fire Chief to also function as the Summit Fire District Fire Chief under the terms of this Agreement and to functionally consolidate the PARTIES' administrative and command functions, as described in more detail below.

2. SCOPE

The scope of this Agreement shall include the following:

2.1 CITY's Responsibilities and Obligations

The CITY shall:

- 2.1.1 Permit its Fire Chief to serve as Fire Chief for both CITY and DISTRICT on an appropriate shared services basis, subject to the conditions, limitations, and guidelines set forth in this Agreement.
- 2.1.2 Permit CITY command staff, which will include three Deputy Chiefs and three Battalion Chiefs, to serve the DISTRICT by providing the following services:
 - 2.1.2.1 The CITY's Deputy Chiefs will provide improved Management Services for the DISTRICT, which will include assuming the duties related to four major functional areas, for which DISTRICT Battalion Chiefs and Captains are currently responsible: (1) Reporting, (2) Information and Technology, (3) Facilities Fleet, and (4) Computer Aided Dispatch (CAD)/Dispatch.
 - 2.1.2.2 The CITY's Battalion Chiefs will, in addition to providing operational

and daily management of their respective shifts at the CITY, provide oversight of one major support program function over both CITY and DISTRICT personnel. The major support programs may include Training, Emergency Medical Services (EMS), Health, Safety, and Special Operations.

- 2.1.4 Cooperate with the DISTRICT in the allocation of equipment, personnel, and resources as needed to allow for efficient and effective operations and administration of both PARTIES' needs under this Agreement.
 - 2.1.5 While maintaining separate business processes, permit the CITY's administrative staff to assist with DISTRICT administrative processes, such as payroll, procurement, research and development, and contract and non-contract billing, subject to available capacity.
 - 2.1.6 Formally communicate with the DISTRICT any challenges or concerns regarding this Agreement, with the intent of resolving such issues and to preserve the intent and purpose of the Agreement for the benefit of both PARTIES.
- 2.2 DISTRICT's Responsibilities and Obligations

The DISTRICT shall:

- 2.2.1 Permit the CITY's Fire Chief to serve as Fire Chief for the DISTRICT on an appropriate shared services basis, subject to the conditions, limitations, and guidelines set forth in this Agreement.
- 2.2.2 Permit the DISTRICT's administrative staff, and command staff, to serve the CITY by providing the following services:
 - 2.2.2.1 While maintaining separate business processes, the DISTRICT's Administrative Officer and Administrative Assistant may assist with CITY Fire administrative processes, such as payroll, procurement, research and development, and contract and non-contract billing subject to available capacity. While they may perform services at other locations on a temporary basis, DISTRICT staff indicated in this section shall continue to be based and sited out of DISTRICT properties.
 - 2.2.2.2 The DISTRICT command staff, which includes three Battalion Chiefs, will, in addition to providing operational and daily management of their respective shifts at the DISTRICT, provide oversight of one major support program function over both CITY and DISTRICT personnel. The major support programs may include Training, Emergency Medical Services (EMS), Health, Safety, and Special Operations.

- 2.2.3 Cooperate with the CITY in the allocation of equipment, personnel, and resources as needed to allow for efficient and effective operations and administration of both PARTIES' needs under this Agreement.
- 2.2.4 Formally communicate with the CITY any challenges or concerns regarding this Agreement, with the intent of resolving such issues and to preserve the intent and purpose of the Agreement for the benefit of both PARTIES.

3. CONSIDERATION

In exchange for providing Management Services to the DISTRICT as outlined herein, DISTRICT agrees to compensate CITY in the sum of \$142,500 annually. CITY will issue a monthly invoice. Payment will be made to City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 within thirty (30) days of receipt of the invoice.

4. EFFECTIVE DATE; TERM; REVIEW; RENEWAL

- 4.1 Effective Date. This Agreement will become effective for each PARTY October 1, 2023 (the "Effective Date").
- 4.2 Term. The initial term of this Agreement will be one (1) year unless sooner terminated as provided herein.
- 4.3 Renewal. This Agreement may be renewed for two (2) additional one (1) year terms, subject to agreement by the PARTIES. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals.

5. GENERAL PROVISIONS

- 5.1 The PARTIES shall establish appropriate written policies, procedures, and protocol for the effective implementation of this Agreement.
- 5.2 The Fire Chief or designee may provide Management Services to the DISTRICT in the following areas:

- Community/Customer Relations
- City Council/Fire District Board Relations
- Labor Relations
- Policy Development and Maintenance
- Risk Management
- Mutual Aid
- Regional, State, and Federal Relations
- Strategic and Operational Planning
- Contracts and Intergovernmental Agreements

Records Management
Budgeting
Grant Funding
Human Resources
Community Risk Reduction

- 5.3 The CITY shall treat the Fire Chief, command staff, and any other CITY personnel performing work pursuant to this Agreement as its employees for all matters (except for liability for actions taken or not taken on behalf of the DISTRICT) including, but not limited to, compensation, workers' compensation, benefits, retirement, employment policies, and discipline.
- 5.4 The Fire Chief, CITY personnel performing work pursuant to this agreement, and DISTRICT shall treat DISTRICT employees as employees of the DISTRICT for all matters including, but not limited to, compensation, workers' compensation, benefits, retirement, employment policies, and discipline.
- 5.4.1 The DISTRICT shall be responsible for payment of all costs and expenses associated with its employees including, but not limited to, compensation, benefits, workers' compensation, and retirement.
- 5.4.2 The Fire Chief or his designee shall have the authority to hire, fire, and discipline personnel employed by the DISTRICT, subject to the DISTRICT's employee policies and Memorandum of Understanding with United Flagstaff Fire Fighters Local 1505, dated June 21, 2023. The Fire Chief may utilize the CITY's Human Resources Department to conduct joint hiring processes. The joint hiring process will be memorialized in a separate agreement between the PARTIES.
- 5.4.2.1 Notwithstanding any other provision of this Agreement, any discipline of the DISTRICT's Administrative Officer that contemplates termination, demotion, or leave without pay must be ratified by the DISTRICT's Fire Board before such discipline is imposed.
- 5.5 The DISTRICT and CITY shall cooperate in providing personnel performing work under this Agreement appropriate work stations at CITY and DISTRICT locations suitable for completing the functions of the positions under this Agreement. The costs associated with providing the office, computer, and office supplies related to CITY personnel performing work for the DISTRICT pursuant to this Agreement shall be borne by the DISTRICT. The costs associated with providing office, computer, and office supplies related to DISTRICT personnel performing work for the CITY pursuant to this Agreement shall be borne by the CITY. As noted previously in this Agreement, regular physical presence of DISTRICT administrative staff at DISTRICT stations is essential to the DISTRICT's relationship with the community, and the PARTIES agree that the DISTRICT's administrative staff shall not be permanently relocated, so as to leave the DISTRICT without any administrative presence to service the needs of the DISTRICT's constituent communities.
- 5.6 Except as otherwise provided for under this Agreement, each PARTY shall be

- responsible for the acquisition and maintenance of its own equipment.
- 5.7 The Fire Chief shall serve as the chief executive officer of the DISTRICT during the term of this Agreement, subject to the DISTRICT Board's role as a policy group.
- 5.8 The Fire Chief or designee shall have the authority to commit the DISTRICT to expenditures consistent with the budget and procurement policies approved by the governing body of the DISTRICT and in so doing shall allocate and account for such expenditures. The DISTRICT's Administrative Officer acts as facilitator and consultant to the chair and clerk of the DISTRICT's Board, particularly with regard to aiding the Board in compliance with Arizona open meeting laws, public records laws, and public finances. Many such functions are best performed by direct communication between the DISTRICT's Administrative Officer and the DISTRICT's Board. Therefore, the DISTRICT's Administrative Officer shall not be precluded from direct communication with the DISTRICT's Fire Board, as may be necessary or useful in fulfilling the DISTRICT's obligations pursuant to Titles 16, 35, 38, 39, 42, and 48 of the Arizona Revised Statutes, as they are applicable to fire districts.
- 5.9 The Fire Chief or designee shall be responsible for reporting to the governing bodies of the PARTIES concerning any issues related to this Agreement, as needed.
- 5.10 Neither PARTY shall assume any responsibility or liability for claims or litigation that are pending against the other PARTY as of the effective date of this Agreement or that may arise after the effective date of this Agreement, unless the subsequent claims or litigation are covered by the indemnification provision in Section 8 below.
- 5.11 Neither PARTY shall assume responsibility for payment of any debts or outstanding amounts owed by the other PARTY as of the effective date of this Agreement or any amounts owed by the other PARTY during the term of this Agreement.
- 5.12 Participation in this Agreement shall create no ownership for DISTRICT relative to any CITY equipment and/or CITY real or personal property existing at the effective date of this Agreement or subsequently purchased with CITY funds pursuant to this Agreement. Likewise, participation in this Agreement shall create no ownership for CITY relative to any DISTRICT equipment and/or DISTRICT real or personal property existing at the effective date of this Agreement or subsequently purchased with DISTRICT funds pursuant to this Agreement.
- 5.13 To avoid the possibility of conflicts of interest, the Fire Chief shall not at any time be involved in negotiating amendments, changes to terms, or addenda to this IGA. In addition, the Fire Chief shall not be partisan in the decision whether to renew or not renew this IGA.
- 5.14 The PARTIES recognize that the Fire Chief, designees, and command staff are employees of the CITY and that occasionally the work performed for the DISTRICT, such as amending this Agreement, may cause conflicts of interest. In such instances, each PARTY shall hire or appoint an individual who does not have a conflict to act as its representative.

6. TERMINATION

This Agreement may be terminated by either PARTY, for any reason, effective thirty (30) days from the giving of written notice to the other PARTY at the following addresses:

City of Flagstaff
Flagstaff Fire Department
Attn: Fire Chief
211 West Aspen Avenue
Flagstaff, AZ 86001

Summit Fire District
Attn: Fire Board Chair
8905 Koch Field Road
Flagstaff, AZ 86004

In the event of termination pursuant to this Section 6, the amount to be paid by the DISTRICT to the CITY shall be prorated based on the number of days remaining in the month when the termination becomes effective.

7. LIABILITY INSURANCE

DISTRICT shall maintain, during the life of this Agreement, a policy of liability insurance naming the CITY as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence with aggregate liability coverage of not less than \$3,000,000.00. Such insurance shall provide coverage for the conduct and acts of the Fire Chief and CITY personnel acting within the scope of their authority under this Agreement. DISTRICT shall provide a carrier certificate and broad form endorsement that follows the indemnification and is acceptable to the CITY's Risk Manager.

8. INDEMNIFICATION

- 8.1 DISTRICT Indemnification of CITY: To the fullest extent permitted by law, DISTRICT shall indemnify, defend, and hold harmless the CITY, its members, directors, officers, employees, agents, attorneys, and assigns from and against any and all claims, losses, liability, costs, or expenses arising from the actual or alleged negligent, reckless, or intentional conduct of the DISTRICT, including the City Fire Chief, designees, or any other CITY personnel while acting in any capacity for or performing any work for the DISTRICT pursuant to this Agreement. This indemnification provision shall survive termination of this Agreement or the termination of the participation of any of its PARTIES. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.
- 8.2 CITY Indemnification of DISTRICT: To the fullest extent permitted by law, CITY shall indemnify, defend, and hold harmless the DISTRICT, its members, directors, officers, employees, agents, attorneys, and assigns from and against any and all claims, losses, liability, costs, or expenses arising from the actual or alleged negligent, reckless, or intentional conduct of the CITY, unless such claims, losses, liability, costs, or expenses arise from the actions of the City Fire Chief, designees, or any other CITY personnel while acting in any capacity for or performing any work for the DISTRICT pursuant to this Agreement. This indemnification provision shall survive termination of this Agreement or the termination of the participation of any of its PARTIES. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.

9. WORKERS' COMPENSATION COVERAGE

- 9.1 CITY shall be considered the primary employer of the Fire Chief, command staff, and any other CITY personnel performing work pursuant to this Agreement and agrees to provide Workers' Compensation Insurance for CITY personnel in accordance with all applicable Federal and State laws.
- 9.2 DISTRICT shall be considered the primary employer of all DISTRICT employees and agrees to provide Workers' Compensation Insurance for its employees in accordance with all applicable Federal and State laws.
- 9.3 Each PARTY shall comply with the provisions of A.R.S. § 23-1022(E) by posting the required employee notice of Workers Compensation Insurance.

10. SEVERABILITY

If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

11. 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, and the Genetic Information Nondiscrimination Act of 2008.

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. COMPLIANCE WITH ALL LAWS

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

14. EXECUTION PROCEDURE

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

15. LEGAL ARIZONA WORKERS ACT COMPLIANCE

PARTIES are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to

the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the “state and federal immigration laws”). PARTIES further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

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

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

16. 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.

17. 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.

18. AUDIT OF RECORDS

Each PARTY, upon written request and at reasonable times, shall have the right to review, inspect, audit, and copy all books, accounts, reports, files, and all other records relating to the performance and/or costs associated with this Agreement.

19. PUBLIC RECORDS

All records created or kept in connection with this Agreement shall be subject to Arizona Public Records Laws, A.R.S. § 39-101 *et seq.* The PARTIES shall comply with the State’s records retention schedules, as applicable, regarding all records associated with the performance of this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona.

21. COMPLIANCE WITH ALL LAWS

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

22. 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.

City of Flagstaff

Summit Fire & Medical District

Mayor

Board Chair

Attest:

City Clerk

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney