



PUBLIC NOTICE
REGULAR BOARD MEETING AGENDA
Wednesday, October 18, 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 October 18, 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 – Engineer Tyler Harper**

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 three 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 September 20, 2023
 - b. Approval of Reconciliations and Financial Reports for September 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
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 the **Joint Powers Authority (JPA) Feasibility Study** scope of work and contract with the City of Flagstaff through AP Triton, LLC.
 - b. Review, discuss, and possible action on the **IGA between City of Flagstaff and Summit, Highlands, Ponderosa, and Pinewood for the administration of 2022 AFG grant funds for FOLP training.**
 - c. Review, discuss, and possible action on the proposed **2024 Board Meeting Calendar.**
 - d. Review, discuss, and possible action on the **Intergovernmental Agreement (IGA) between Woods Fire District and Summit Fire & Medical District.** This IGA is for Summit to provide Woods Fire Board with Administrative Services.
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, October 17, 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, September 20, 2023

Station 32, 8905 Koch Field Road, Flagstaff AZ

1. **CALL TO ORDER**

Board Chair Timney called the Regular Board Meeting to order at 5:59 pm.

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

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

Members Absent: Board Member Jim Daskocil

Administration: Chief Gaillard, DC Chris Fennell, DC Mark Wilson, BC Palm, and Tammy Schieffer, Local 1505 C Robinson

3. **Pledge of Allegiance**

4. **CALL TO THE PUBLIC – Mark Sorenson**, 16001 Star Ridge Trail. Co-founder of Star School. Interested in a formal agreement for fire protection for the school and community well. (30k gal of water storage), which we can use to fill up with water if we are out there fighting a fire.

5. **CONSENT AGENDA**

- a. Discussion and Approval of the Regular Board Meeting Minutes of August 16, 2023.
- b. Approval of Reconciliations and Financial Reports for August 2023.

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

Vote Conducted. MOTION PASSED

AYES: Parker, Walton, Faus, Timney

NAYES: None

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

- a. Monthly Run Report

BC Palm reported:

- Run report for August 2023. Total of 127 calls, with 87 being emergent calls. Call distribution is as follows: District 31 had 16 calls, District 32 had 33, District 33 had 16, District 36 had 6, and District 37 had 0.
- Avg response times: Sta# 31 at 6.91 min, #32 at 6.01 mins, #33 at 6.51, #36 at 9.83 mins. GMT average response time was 11.87.
- Board would like to see if crews are responding from quarters vs. somewhere else, which skews the average response times.
- Hose testing is currently being done at all stations.
- GFR Academy started this week. 9/18/23

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

FC Gaillard:

- County Treasurer Benatar holding meeting for all special districts to discuss ways to help out with fire district funding.
- 50th Annual Arizona Fire School was held last week.
- Patrick Burns has moved his retirement date to November 18, 2023.

DC Wilson:

- Apparatus team put in a ton of work on the planning of our next acquisition of a new Type 3, which is an action item on tonight's agenda.
- JPA Feasibility Study contract was supposed to be on tonight's board meeting, but the legal department at the City had a delay with it. It will be finalized and sent to the County attorney for review, then presented to our Board at next month's board meeting.

DC Fennell:

- Tyler Harper has been promoted to Engineer effective 9/24/2023. We are testing for the Engineer positions in order to create a 2-year promotional list to pull from when a vacancy occurs.

Local 1505- C Robinson:

- We have 6 new recruits starting in the academy which we are excited about.
- Board had requested that the Local present on the line's perspective of the JPA. A survey Monkey was sent out, with questions regarding the current IGA, AVL effectiveness, benefits of having the RTO, and the future of a JPA, with the opportunity to comment on each question. Percentages were presented on each question. Local feels that many of the negative and/or no opinion responses are due to staff not understanding what a JPA is and how it works. They have requested that Chiefs Gaillard and Wilson go around to FFD and SFMD crews to go over the concept and answer any questions people may have. A second Survey Monkey will go out after that occurs.

BC Palm: Out of District Response Revenue

- Recovery Hub is who we use for out of district billings. A year ago, we switched from Firehouse to ESO for reporting. During this time, there was a shift in the processes used by Recovery Hub and our revenues have decreased. They are working to get those issues resolved so that the billing process works as it should.

BC Palm reported the following data for revenue collected:

2017	\$9801
2018	\$9343
2019	\$6587
2020	\$9752
2021	\$6350
2022	\$4246

For 2023 they have billed between \$3500-4000, but nothing collected so far. Things affecting the ability to retrieve data used in the billing process are: People having their insurance information on their phones versus in the glovebox. The ability for our crews to get the information directly from DPS officers, as was the norm when DPS had their office in Flagstaff. The ability to quickly collect the required data needed to submit for insurance reimbursement has been the struggle.

7. **NEW BUSINESS / ACTION ITEMS**

- a. Approve the purchase of a new Pierce Type III Engine for the price of \$578,404.54.

Chief Wilson: The apparatus committee identified the need to purchase a new Type III pumper over 4 years ago, and we are now in the position to afford to do so, but every day we wait, the

price goes up. Hughes Fire Equipment has a stock Pierce Pumper available right now, on a first come, first serve basis. They must have a signed contract in hand in order to hold it for us. Walton asked if there was an option to carry a loan on this. DC Wilson stated that his understanding was the Board did not wish to go into debt, and wanted to purchase outright when funds were available. (saving on interest payments)

Board Member Parker made a motion to authorize the Chief's office to purchase a new Pierce Type III engine through Hughes Fire for the price of \$578,404.54. Motion was seconded by Board Member Faus.

Vote conducted. MOTION CARRIED unanimously.

AYES: Timney, Parker, Walton, Faus

NAYES: none

ADJOURNMENT: Board Meeting Adjourned at 7:04 pm

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

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Parker, Faus, Walton

Respectfully submitted by:

Robb Faus, Board Clerk

Summit Fire District

Profit & Loss Budget vs. Actual

September 2023

	Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	65,873.16	65,325.00	548.16	100.8%
1102 FDAT	3,998.83	8,903.49	-4,904.66	44.9%
1103 Delinquent Property Tax	638.03	0.00	638.03	100.0%
Total 1100 TAX REVENUE	70,510.02	74,228.49	-3,718.47	95.0%
1200 GRANTS				
1210 Other Grants	0.00	45,833.33	-45,833.33	0.0%
1211 SAFER II	0.00	0.00	0.00	0.0%
Total 1200 GRANTS	0.00	45,833.33	-45,833.33	0.0%
1300 MISC INCOME				
1301 OWA Income	0.00	83,333.34	-83,333.34	0.0%
1302 Interest	9,191.91	0.00	9,191.91	100.0%
1303 Donations	0.00	0.00	0.00	0.0%
1304 Contracts with Towers	3,328.40	1,963.00	1,365.40	169.6%
1305 Out of District Calls	0.00	376.11	-376.11	0.0%
1310 Misc. Income	0.00	5,689.76	-5,689.76	0.0%
1311 Maint Facility Income	4,065.03	6,500.00	-2,434.97	62.5%
1312 Community Room Rental	400.00	0.00	400.00	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%
Total 1300 MISC INCOME	16,985.34	97,862.21	-80,876.87	17.4%
Total Income	87,495.36	217,924.03	-130,428.67	40.1%
Gross Profit	87,495.36	217,924.03	-130,428.67	40.1%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	0.00	750.00	-750.00	0.0%
2009. 2 Acting Captain	48.00	3,000.00	-2,952.00	1.6%
2009.3 Acting Engineer	36.00	913.50	-877.50	3.9%
Total 2009 Acting Pay	84.00	4,663.50	-4,579.50	1.8%
2032 OWA Backfill	0.00	7,000.00	-7,000.00	0.0%
2033 OWA OT	5,698.62	9,100.00	-3,401.38	62.6%
2034 OWA Eng Boss	0.00	0.00	0.00	0.0%
2035 OWA Payroll	0.00	20,000.00	-20,000.00	0.0%
2036 OWA Single Resource OT	9,578.40	60,000.00	-50,421.60	16.0%
2037 OWA Holiday Pay	0.00	0.00	0.00	0.0%
2070 Battalion Chief	15,517.83	14,476.00	1,041.83	107.2%
2071 Administrative Officer	4,515.16	4,891.42	-376.26	92.3%
2072 Admin Assistant II	3,513.30	3,806.10	-292.80	92.3%
2073 EVT Mechanic III	4,537.60	6,729.93	-2,192.33	67.4%
2073.1 EVT Mechanic 1	0.00	0.00	0.00	0.0%
2075 Captains	46,118.76	55,123.23	-9,004.47	83.7%
2076 Engineer	36,642.99	87,615.58	-50,972.59	41.8%
2077 Firefighters	34,469.85	40,250.00	-5,780.15	85.6%
2082 Overtime				
2082.2 OT FireOfficer Recall	0.00	15,000.00	-15,000.00	0.0%
2082 Overtime - Other	29,230.23	0.00	29,230.23	100.0%
Total 2082 Overtime	29,230.23	15,000.00	14,230.23	194.9%

Summit Fire District

Profit & Loss Budget vs. Actual

September 2023

	Sep 23	Budget	\$ Over Budget	% of Budget
2083 Vacation Leave	11,926.39	21,000.00	-9,073.61	56.8%
2084 Sick Leave	4,695.90	2,609.99	2,085.91	179.9%
2088 Holiday Pay	2,453.04	0.00	2,453.04	100.0%
2099.1 Vacation Leave Payout	0.00	0.00	0.00	0.0%
2099.2 Sick Leave Payout	0.00	0.00	0.00	0.0%
Total 2000 PERSONNEL SALARIES	208,982.07	352,265.75	-143,283.68	59.3%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	1,754.78	2,056.30	-301.52	85.3%
2202 NationW - Tier 2 FD	158.52	399.42	-240.90	39.7%
2203 NationW DC Only Tier 3FD	0.00	409.92	-409.92	0.0%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	10,453.09	27,613.87	-17,160.78	37.9%
2208 PSPRS - Tier 1A & 2 FD	782.57	4,800.00	-4,017.43	16.3%
2209 PSPRS DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2209.1 PSPRS DC ONLY 3 FD Disab	0.00	60.00	-60.00	0.0%
2210.2 PSPRS - DB Tier 3	6,217.73	5,317.03	900.70	116.9%
2215 ASRS	2,774.14	2,261.00	513.14	122.7%
Total 2200 PENSION	22,140.83	42,917.54	-20,776.71	51.6%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	0.00	0.00	0.00	0.0%
2303 Social Security	1,967.73	1,881.00	86.73	104.6%
2304 Medicare	3,016.53	3,373.97	-357.44	89.4%
2305 Direct Deposit	0.00	0.00	0.00	0.0%
Total 2300 PAYROLL EXPENSES	4,984.26	5,254.97	-270.71	94.8%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	19,531.94	27,127.60	-7,595.66	72.0%
2402 Dental Insurance	1,047.60	1,750.00	-702.40	59.9%
2404 Life Insurance	290.88	315.12	-24.24	92.3%
2405 Vision Insurance	187.20	202.80	-15.60	92.3%
Total 2400 PERSONNEL INSURANCE	21,057.62	29,395.52	-8,337.90	71.6%
2500 CONTRACTUALS				
2502 Legal Expenses by SFMD	0.00	250.00	-250.00	0.0%
2503 Broker Fees Medical Ins	3,000.00	780.00	2,220.00	384.6%
2503.1 Fit for Duty Expenses	0.00	0.00	0.00	0.0%
2504 Audit	14,000.00	0.00	14,000.00	100.0%
2510 FLAGIT Contract Services	0.00	3,000.00	-3,000.00	0.0%
2511 Software Contracts				
2511.11 Flagit Additional Svc	10,118.50	10,119.00	-0.50	100.0%
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	0.00	0.00	0.0%
2511.8 EMC2 Software	0.00	0.00	0.00	0.0%
2511.9 ESO Software	0.00	0.00	0.00	0.0%
2511 Software Contracts - Other	0.00	0.00	0.00	0.0%
Total 2511 Software Contracts	10,118.50	10,202.33	-83.83	99.2%
2514 Bld & Vehicle Insurance	0.00	0.00	0.00	0.0%
2515 IGA Services				
2515.1 Fire Chief	0.00	0.00	0.00	0.0%
2515.2 Dispatch	0.00	0.00	0.00	0.0%
2515.3 Training Coordinator	0.00	0.00	0.00	0.0%
Total 2515 IGA Services	0.00	0.00	0.00	0.0%

Summit Fire District

Profit & Loss Budget vs. Actual

September 2023

	Sep 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 (Feasability Study	0.00	0.00	0.00	0.0%
2519.6 Sam's Club Membership	0.00	0.00	0.00	0.0%
Total 2519 Memberships & Subscription	0.00	0.00	0.00	0.0%
2520 Computers, Printers	0.00	0.00	0.00	0.0%
2530 New Hire NTN, Fingerprints	0.00	0.00	0.00	0.0%
Total 2500 CONTRACTUALS	27,118.50	14,232.33	12,886.17	190.5%
3000 FLEET SERVICES				
3005 Training-Certificates	0.00	0.00	0.00	0.0%
3010 Shop Uniforms	186.42	0.00	186.42	100.0%
3020 Parts for SFMD Vehicles	1,285.83	4,000.00	-2,714.17	32.1%
3025 Shop Outside Customer Exp	-1,133.05	625.00	-1,758.05	-181.3%
Total 3000 FLEET SERVICES	339.20	4,625.00	-4,285.80	7.3%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	0.00	0.00	0.00	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	8.39	0.00	8.39	100.0%
Total 3110 Apparatus Equipment	8.39	0.00	8.39	100.0%
3115 Communication-Radios	0.00	0.00	0.00	0.0%
3120 SCBA	5.65	0.00	5.65	100.0%
Total 3100 EQUIPMENT	14.04	0.00	14.04	100.0%
3200 SUPPLIES				
3210 EMS Program	911.35	1,900.00	-988.65	48.0%
3212 PPE Program	7,614.22	20,000.00	-12,385.78	38.1%
3220 Office Supplies	6.52	666.67	-660.15	1.0%
3225 BLD/Land Maint.	230.43	2,000.00	-1,769.57	11.5%
3227 Procurement	1,051.37	750.00	301.37	140.2%
3235 PIO / Pub ED	0.00	0.00	0.00	0.0%
3241 Honor Guard	0.00	0.00	0.00	0.0%
Total 3200 SUPPLIES	9,813.89	25,316.67	-15,502.78	38.8%
3300 UNIFORMS				
3310 Uniforms - SFMD	138.97	0.00	138.97	100.0%
3312 Class AB Uniform	0.00	0.00	0.00	0.0%
3350 New Hire Expenses	1,800.00			
Total 3300 UNIFORMS	1,938.97	0.00	1,938.97	100.0%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	0.00	900.00	-900.00	0.0%

Summit Fire District

Profit & Loss Budget vs. Actual

September 2023

	Sep 23	Budget	\$ Over Budget	% of Budget
3405 Health & Safety				
3405.1 Annual Physicals	120.56	0.00	120.56	100.0%
3405.2 Staff Counseling	22,234.75	3,083.33	19,151.42	721.1%
3405.3 Stress Test	255.00	0.00	255.00	100.0%
3405.4 New Hire Physicals & Men	2,195.00	0.00	2,195.00	100.0%
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%
Total 3405 Health & Safety	24,805.31	4,734.99	20,070.32	523.9%
Total 3400 FITNESS-HEALTH & SAFETY	24,805.31	5,634.99	19,170.32	440.2%
4000 UTILITIES				
4005 Fuel for Apparatus	2,930.61	2,333.33	597.28	125.6%
4010 Electric	570.36	2,333.33	-1,762.97	24.4%
4015 Gas / Propane	129.96	2,166.67	-2,036.71	6.0%
4020 Water	1,225.80	1,333.33	-107.53	91.9%
4025 Phones / Internet / TV	2,412.90	2,916.67	-503.77	82.7%
4030 Trash Pickup	0.00	420.00	-420.00	0.0%
4050 Radio Site Rental Elden	350.00	286.48	63.52	122.2%
Total 4000 UTILITIES	7,619.63	11,789.81	-4,170.18	64.6%
4100 Training and Travel				
4105 Training Registration	0.00	2,500.00	-2,500.00	0.0%
4110 Lodging	0.00	0.00	0.00	0.0%
4115 Food	0.00	0.00	0.00	0.0%
4120 Supplies/Vent	0.00	0.00	0.00	0.0%
4125 Travel Fuel Rentals Air	0.00	0.00	0.00	0.0%
4130 Tuition Reimbursement	0.00	0.00	0.00	0.0%
Total 4100 Training and Travel	0.00	2,500.00	-2,500.00	0.0%
4200 OWA Expenses				
4230 OWA Exp.	5,944.37	16,166.67	-10,222.30	36.8%
Total 4200 OWA Expenses	5,944.37	16,166.67	-10,222.30	36.8%
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	-49,730.00	0.00	-49,730.00	100.0%
Total Expense	285,028.69	510,099.25	-225,070.56	55.9%
Net Ordinary Income	-197,533.33	-292,175.22	94,641.89	67.6%
Net Income	-197,533.33	-292,175.22	94,641.89	67.6%

Summit Fire District

Profit & Loss Budget vs. Actual

July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	85,759.29	104,995.57	-19,236.28	81.7%
1102 FDAT	6,424.23	12,658.39	-6,234.16	50.8%
1103 Delinquent Property Tax	1,206.31	0.00	1,206.31	100.0%
Total 1100 TAX REVENUE	93,389.83	117,653.96	-24,264.13	79.4%
1200 GRANTS				
1210 Other Grants	240,381.00	137,500.00	102,881.00	174.8%
1211 SAFER II	0.00	0.00	0.00	0.0%
Total 1200 GRANTS	240,381.00	137,500.00	102,881.00	174.8%
1300 MISC INCOME				
1301 OWA Income	19,444.10	250,000.02	-230,555.92	7.8%
1302 Interest	10,995.14	0.00	10,995.14	100.0%
1303 Donations	0.00	0.00	0.00	0.0%
1304 Contracts with Towers	8,893.98	6,809.82	2,084.16	130.6%
1305 Out of District Calls	0.00	1,568.11	-1,568.11	0.0%
1308 Service Subscriptions	1,121.49			
1310 Misc. Income	0.00	5,689.76	-5,689.76	0.0%
1311 Maint Facility Income	7,617.43	8,153.60	-536.17	93.4%
1312 Community Room Rental	650.00	0.00	650.00	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	52,322.14	272,221.31	-219,899.17	19.2%
Total Income	386,092.97	527,375.27	-141,282.30	73.2%
Gross Profit	386,092.97	527,375.27	-141,282.30	73.2%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	216.00	1,638.00	-1,422.00	13.2%
2009. 2 Acting Captain	494.00	3,808.00	-3,314.00	13.0%
2009.3 Acting Engineer	658.50	2,107.50	-1,449.00	31.2%
Total 2009 Acting Pay	1,368.50	7,553.50	-6,185.00	18.1%
2032 OWA Backfill	0.00	20,681.45	-20,681.45	0.0%
2033 OWA OT	5,698.62	27,295.93	-21,597.31	20.9%
2034 OWA Eng Boss	0.00	400.00	-400.00	0.0%
2035 OWA Payroll	0.00	50,058.57	-50,058.57	0.0%
2036 OWA Single Resource OT	13,010.40	165,704.25	-152,693.85	7.9%
2037 OWA Holiday Pay	0.00	426.77	-426.77	0.0%
2070 Battalion Chief	54,348.61	43,428.00	10,920.61	125.1%
2071 Administrative Officer	14,392.07	14,674.26	-282.19	98.1%
2072 Admin Assistant II	11,418.22	11,418.30	-0.08	100.0%
2073 EVT Mechanic III	15,881.60	15,227.53	654.07	104.3%
2073.1 EVT Mechanic 1	0.00	0.00	0.00	0.0%
2075 Captains	163,423.99	165,369.69	-1,945.70	98.8%
2076 Engineer	128,575.30	166,106.95	-37,531.65	77.4%
2077 Firefighters	112,641.82	103,830.00	8,811.82	108.5%
2082 Overtime				
2082.2 OT FireOfficer Recall	0.00	35,849.62	-35,849.62	0.0%
2082 Overtime - Other	113,476.93	0.00	113,476.93	100.0%
Total 2082 Overtime	113,476.93	35,849.62	77,627.31	316.5%

2:15 PM

10/12/23

Cash Basis

Summit Fire District

Profit & Loss Budget vs. Actual

July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
2083 Vacation Leave	41,498.46	46,760.97	-5,262.51	88.7%
2084 Sick Leave	14,385.10	16,721.75	-2,336.65	86.0%
2088 Holiday Pay	5,122.08	0.00	5,122.08	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	0.00	12,254.74	100.0%
Total 2000 PERSONNEL SALARIES	716,455.76	893,366.54	-176,910.78	80.2%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	5,848.38	6,168.90	-320.52	94.8%
2202 NationW - Tier 2 FD	566.72	1,198.26	-631.54	47.3%
2203 NationW DC Only Tier 3FD	0.00	1,229.76	-1,229.76	0.0%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	37,364.76	64,432.37	-27,067.61	58.0%
2208 PSPRS - Tier 1A & 2 FD	2,797.70	14,016.22	-11,218.52	20.0%
2209 PSPRS DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2209.1 PSPRS DC ONLY 3 FD Disab	0.00	140.00	-140.00	0.0%
2210.2 PSPRS - DB Tier 3	20,722.83	12,457.03	8,265.80	166.4%
2215 ASRS	7,997.06	6,783.00	1,214.06	117.9%
2200 PENSION - Other	1,600.00			
Total 2200 PENSION	76,897.45	106,425.54	-29,528.09	72.3%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	31,085.00	31,085.00	0.00	100.0%
2303 Social Security	4,755.76	5,643.00	-887.24	84.3%
2304 Medicare	10,362.89	10,121.91	240.98	102.4%
2305 Direct Deposit	0.00	0.00	0.00	0.0%
Total 2300 PAYROLL EXPENSES	46,203.65	46,849.91	-646.26	98.6%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	68,687.73	81,382.80	-12,695.07	84.4%
2402 Dental Insurance	3,684.82	5,250.00	-1,565.18	70.2%
2404 Life Insurance	1,021.93	945.36	76.57	108.1%
2405 Vision Insurance	658.99	608.40	50.59	108.3%
Total 2400 PERSONNEL INSURANCE	74,053.47	88,186.56	-14,133.09	84.0%
2500 CONTRACTUALS				
2502 Legal Expenses by SFMD	0.00	750.00	-750.00	0.0%
2503 Broker Fees Medical Ins	3,000.00	2,340.00	660.00	128.2%
2503.1 Fit for Duty Expenses	0.00	900.00	-900.00	0.0%
2504 Audit	14,000.00	17,500.00	-3,500.00	80.0%
2510 FLAGIT Contract Services	4,180.00	9,000.00	-4,820.00	46.4%
2511 Software Contracts				
2511.11 Flagit Additional Svc	10,118.50	10,119.00	-0.50	100.0%
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	523.93	249.99	273.94	209.6%
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	0.00	0.00	0.0%
2511.8 EMC2 Software	0.00	18,180.00	-18,180.00	0.0%
2511.9 ESO Software	434.92	0.00	434.92	100.0%
2511 Software Contracts - Other	2,873.83	0.00	2,873.83	100.0%
Total 2511 Software Contracts	13,951.18	28,548.99	-14,597.81	48.9%
2514 Bld & Vehicle Insurance	18,785.00	18,785.00	0.00	100.0%
2515 IGA Services				
2515.1 Fire Chief	0.00	0.00	0.00	0.0%
2515.2 Dispatch	0.00	17,000.00	-17,000.00	0.0%
2515.3 Training Coordinator	22,161.55	22,162.00	-0.45	100.0%
Total 2515 IGA Services	22,161.55	39,162.00	-17,000.45	56.6%

2:15 PM

10/12/23

Cash Basis

Summit Fire District

Profit & Loss Budget vs. Actual

July through September 2023

	Jul - Sep 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 (Feasability Study	0.00	0.00	0.00	0.0%
2519.6 Sam's Club Membership	0.00	45.00	-45.00	0.0%
2519 Memberships & Subscriptio...	128.25			
Total 2519 Memberships & Subscrip...	128.25	45.00	83.25	285.0%
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	76,205.98	117,530.99	-41,325.01	64.8%
3000 FLEET SERVICES				
3005 Training-Certificates	0.00	375.00	-375.00	0.0%
3010 Shop Uniforms	621.40	252.08	369.32	246.5%
3020 Parts for SFMD Vehicles	17,554.53	14,000.00	3,554.53	125.4%
3025 Shop Outside Customer Exp	6,608.27	1,875.00	4,733.27	352.4%
Total 3000 FLEET SERVICES	24,784.20	16,502.08	8,282.12	150.2%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	0.00	2,085.00	-2,085.00	0.0%
3110.2 Ladder Testing	599.98	0.00	599.98	100.0%
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	-2,865.73	0.00	-2,865.73	100.0%
Total 3110 Apparatus Equipment	-2,265.75	2,085.00	-4,350.75	-108.7%
3115 Communication-Radios	126.27	0.00	126.27	100.0%
3120 SCBA	5.65	600.00	-594.35	0.9%
Total 3100 EQUIPMENT	-2,133.83	2,685.00	-4,818.83	-79.5%
3200 SUPPLIES				
3210 EMS Program	6,049.53	18,603.00	-12,553.47	32.5%
3212 PPE Program	7,978.01	20,000.00	-12,021.99	39.9%
3220 Office Supplies	724.46	2,000.01	-1,275.55	36.2%
3225 BLD/Land Maint.	1,313.99	6,000.00	-4,686.01	21.9%
3227 Procurement	3,423.12	2,250.00	1,173.12	152.1%
3235 PIO / Pub ED	152.80	200.00	-47.20	76.4%
3241 Honor Guard	437.78	600.00	-162.22	73.0%
Total 3200 SUPPLIES	20,079.69	49,653.01	-29,573.32	40.4%
3300 UNIFORMS				
3310 Uniforms - SFMD	2,562.13	12,500.00	-9,937.87	20.5%
3312 Class AB Uniform	0.00	0.00	0.00	0.0%
3350 New Hire Expenses	1,800.00			
Total 3300 UNIFORMS	4,362.13	12,500.00	-8,137.87	34.9%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	0.00	8,700.00	-8,700.00	0.0%

Summit Fire District

Profit & Loss Budget vs. Actual

July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
3405 Health & Safety				
3405.1 Annual Physicals	120.56	1,726.67	-1,606.11	7.0%
3405.2 Staff Counseling	23,089.75	9,249.99	13,839.76	249.6%
3405.3 Stress Test	255.00	616.67	-361.67	41.4%
3405.4 New Hire Physicals & Men	3,577.00	3,000.00	577.00	119.2%
3405.6 New Hire Mental Check	0.00	4,954.99	-4,954.99	0.0%
3405.7 Family & Child Counsel	0.00	600.00	-600.00	0.0%
Total 3405 Health & Safety	27,042.31	20,148.32	6,893.99	134.2%
Total 3400 FITNESS-HEALTH & SAFETY	27,042.31	28,848.32	-1,806.01	93.7%
4000 UTILITIES				
4005 Fuel for Apparatus	10,899.45	6,999.99	3,899.46	155.7%
4010 Electric	5,187.93	6,999.99	-1,812.06	74.1%
4015 Gas / Propane	1,366.60	6,500.01	-5,133.41	21.0%
4020 Water	3,699.78	3,999.99	-300.21	92.5%
4025 Phones / Internet / TV	9,953.25	8,750.01	1,203.24	113.8%
4030 Trash Pickup	904.06	1,260.00	-355.94	71.8%
4050 Radio Site Rental Elden	925.00	859.44	65.56	107.6%
Total 4000 UTILITIES	32,936.07	35,369.43	-2,433.36	93.1%
4100 Training and Travel				
4105 Training Registration	0.00	6,100.00	-6,100.00	0.0%
4110 Lodging	1,486.94	1,650.00	-163.06	90.1%
4115 Food	494.46	450.00	44.46	109.9%
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	1,981.40	13,950.00	-11,968.60	14.2%
4200 OWA Expenses				
4230 OWA Exp.	7,366.23	54,500.00	-47,133.77	13.5%
Total 4200 OWA Expenses	7,366.23	54,500.00	-47,133.77	13.5%
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	-981.00	0.00	-981.00	100.0%
Total Expense	1,105,253.51	1,466,367.38	-361,113.87	75.4%
Net Ordinary Income	-719,160.54	-938,992.11	219,831.57	76.6%
Net Income	-719,160.54	-938,992.11	219,831.57	76.6%

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	\$1,343,304.84	\$1,093,179.91						
OWA	\$178,007.29	\$178,218.30	\$173,366.57						
Petty Cash	\$2,775.22	\$2,767.84	\$3,153.15						
Capital	\$688,883.48	\$689,100.33	\$691,094.80						
Westside Capital	\$427,614.04	\$427,860.49	\$429,172.53						
Emergency	\$164,123.99	\$114,218.58	\$164,643.02						
Debt Services / GO	\$39,290.83	\$39,815.20	\$42,428.94						
Contingency / COP	\$1,884,932.27	\$1,884,932.27	\$1,884,932.27						
TOTAL	\$4,890,145.52	\$4,680,217.85	\$4,481,971.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ACTUALS	YTD actuals	YTD Budgeted	Over / Under	% of Budget
Revenue	\$386,092.97	\$527,375.27	-\$141,282.30	73%
Expenses	\$1,105,253.51	\$1,466,367.38	-\$361,113.87	75%
Net Income	-\$719,160.54	-\$938,992.11		

*not including grant revenue, only expenses

**July: County did not process transfers from Budget Stabilization Acct to Emergency(50k) and Capital(80k)

**August: County transferred the Capital (80k), but did the other transfer backwards. Took (50k) from Emergency and put in Budget Stabilization.

Budget Stabilization s/b \$1,243,304.84

Emergency s/b \$214,123.99

**September: County still has not transferred the money correct from the Budget Stab. acct to Emergency Acct.

County also created an acct discrepancy of \$270 in OWA acct which is to be fixed in October.

9:03 AM

10/06/23

Summit Fire District
Reconciliation Summary
101 County Treasurer, Period Ending 09/30/2023

	Sep 30, 23
Beginning Balance	1,438,648.80
Cleared Transactions	
Checks and Payments - 64 items	-323,715.03
Deposits and Credits - 86 items	77,673.70
Total Cleared Transactions	-246,041.33
Cleared Balance	1,192,607.47
Uncleared Transactions	
Checks and Payments - 24 items	-104,466.89
Deposits and Credits - 32 items	11,627.42
Total Uncleared Transactions	-92,839.47
Register Balance as of 09/30/2023	1,099,768.00
New Transactions	
Checks and Payments - 12 items	-6,588.09
Total New Transactions	-6,588.09
Ending Balance	1,093,179.91

Reconciled 10/6/23. J

County Acct.

9:03 AM

10/06/23

Summit Fire District Reconciliation Detail 101 County Treasurer, Period Ending 09/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						1,438,648.80
Cleared Transactions						
Checks and Payments - 64 items						
Bill Pmt -Check	08/10/2023	82400...	Stephanie King	X	-178.75	-178.75
Bill Pmt -Check	08/10/2023	82400...	Department of Publi...	X	-132.00	-310.75
Bill Pmt -Check	08/10/2023	82400...	NAPA	X	-17.36	-328.11
Liability Check	08/17/2023	82400...	United Summit Fire ...	X	-1,220.60	-1,548.71
Bill Pmt -Check	08/24/2023	82400...	Right Water Hauling...	X	-122.19	-1,670.90
Bill Pmt -Check	08/31/2023	82400...	Hughes Fire Equipm...	X	-5,273.49	-6,944.39
Liability Check	08/31/2023	82400...	Met-Life - Group Be...	X	-3,379.46	-10,323.85
Bill Pmt -Check	08/31/2023	82400...	Crazy Country Boys ...	X	-2,806.27	-13,130.12
Liability Check	08/31/2023	82400...	Nationwide Trust Co...	X	-1,879.81	-15,009.93
Bill Pmt -Check	08/31/2023	82400...	Firetrucks Unlimited	X	-1,284.21	-16,294.14
Bill Pmt -Check	08/31/2023	82400...	APS	X	-1,219.44	-17,513.58
Liability Check	08/31/2023	82400...	United Summit Fire ...	X	-1,192.73	-18,706.31
Bill Pmt -Check	08/31/2023	82400...	J&L Doors and Gate...	X	-1,020.00	-19,726.31
Bill Pmt -Check	08/31/2023	82400...	Rush Truck	X	-990.12	-20,716.43
Bill Pmt -Check	08/31/2023	82400...	AT&T Mobility	X	-370.93	-21,087.36
Bill Pmt -Check	08/31/2023	82400...	Optimum Business	X	-326.71	-21,414.07
Bill Pmt -Check	08/31/2023	82400...	Orion Energy Inc.	X	-241.55	-21,655.62
Bill Pmt -Check	08/31/2023	82400...	QC Office	X	-214.33	-21,869.95
Bill Pmt -Check	08/31/2023	82400...	Linde Gas & Equipm...	X	-121.31	-21,991.26
Bill Pmt -Check	08/31/2023	82400...	Right Water Hauling...	X	-110.00	-22,101.26
Bill Pmt -Check	08/31/2023	82400...	Aramark	X	-62.14	-22,163.40
Liability Check	08/31/2023	82400...	5 Star Life Insuranc...	X	-34.67	-22,198.07
Bill Pmt -Check	09/07/2023	82400...	National Bank of Ari...	X	-19,816.74	-42,014.81
Bill Pmt -Check	09/07/2023	82400...	Benefit Commerce ...	X	-2,280.00	-44,294.81
Bill Pmt -Check	09/07/2023	82400...	Doney Park Water	X	-769.80	-45,064.61
Bill Pmt -Check	09/07/2023	82400...	Niles Radio	X	-350.00	-45,414.61
Bill Pmt -Check	09/07/2023	82400...	Coconino Auto Supply	X	-258.38	-45,672.99
Bill Pmt -Check	09/07/2023	82400...	Dallacqua Psychology	X	-250.00	-45,922.99
Bill Pmt -Check	09/07/2023	82400...	CenturyLink	X	-94.99	-46,017.98
Bill Pmt -Check	09/07/2023	82400...	Aramark	X	-62.14	-46,080.12
Bill Pmt -Check	09/07/2023	82400...	East Flagstaff Famil...	X	-32.56	-46,112.68
Liability Check	09/13/2023	82400...	QuickBooks Payroll ...	X	-69,094.48	-115,207.16
Bill Pmt -Check	09/13/2023	82400...	Executech	X	-10,118.50	-125,325.66
Bill Pmt -Check	09/13/2023	82400...	Peak Heart & Vascu...	X	-255.00	-125,580.66
Liability Check	09/14/2023	EFT	Public Safety Retire...	X	-15,206.50	-140,787.16
Liability Check	09/14/2023	EFT	United States Treas...	X	-9,505.50	-150,292.66
Liability Check	09/14/2023	EFT	Health Equity	X	-3,512.37	-153,805.03
Liability Check	09/14/2023	EFT	Voya Financial	X	-3,239.58	-157,044.61
Liability Check	09/14/2023	EFT	Arizona State Retire...	X	-2,073.78	-159,118.39
Liability Check	09/14/2023	82400...	Nationwide Trust Co...	X	-2,010.40	-161,128.79
Liability Check	09/14/2023	EFT	Arizona Department ...	X	-1,997.32	-163,126.11
Check	09/14/2023	EFT	Arizona Department ...	X	-26.91	-163,153.02
Liability Check	09/20/2023	82400...	KAIROS Health Ariz...	X	-21,165.00	-184,318.02
Bill Pmt -Check	09/21/2023	82400...	Hinton Burdick	X	-14,000.00	-198,318.02
Bill Pmt -Check	09/21/2023	82400...	Executech	X	-3,133.75	-201,451.77
Bill Pmt -Check	09/21/2023	82400...	Rush Truck	X	-3,000.67	-204,452.44
Liability Check	09/21/2023	82400...	Principal Life Insura...	X	-2,763.41	-207,215.85
Bill Pmt -Check	09/21/2023	82400...	Benefit Commerce ...	X	-720.00	-207,935.85
Bill Pmt -Check	09/21/2023	82400...	Life Assist, Inc	X	-710.64	-208,646.49
Bill Pmt -Check	09/21/2023	82400...	APS	X	-523.62	-209,170.11
Bill Pmt -Check	09/21/2023	82400...	Turbo & Electric, Inc.	X	-364.90	-209,535.01
Bill Pmt -Check	09/21/2023	82400...	Right Water Hauling...	X	-346.00	-209,881.01
Bill Pmt -Check	09/21/2023	82400...	UniSource Energy S...	X	-129.96	-210,010.97
Bill Pmt -Check	09/21/2023	82400...	Directv	X	-107.99	-210,118.96
Bill Pmt -Check	09/21/2023	82400...	NAPA	X	-87.93	-210,206.89
Bill Pmt -Check	09/21/2023	82400...	Aramark	X	-62.14	-210,269.03
Liability Check	09/27/2023		QuickBooks Payroll ...	X	-76,207.39	-286,476.42
Liability Check	09/28/2023	EFT	Public Safety Retire...	X	-15,734.98	-302,211.40
Liability Check	09/28/2023	EFT	United States Treas...	X	-10,296.62	-312,508.02
Liability Check	09/28/2023	EFT	Health Equity	X	-3,455.37	-315,963.39
Liability Check	09/28/2023	EFT	Voya Financial	X	-3,408.64	-319,372.03
Liability Check	09/28/2023	EFT	Arizona Department ...	X	-2,168.68	-321,540.71

9:03 AM

10/06/23

Summit Fire District Reconciliation Detail 101 County Treasurer, Period Ending 09/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Liability Check	09/28/2023	EFT	Arizona State Retire...	X	-2,073.78	-323,614.49
Liability Check	09/28/2023	EFT	Colonial Supplement...	X	-100.54	-323,715.03
Total Checks and Payments					-323,715.03	-323,715.03
Deposits and Credits - 86 items						
Paycheck	08/17/2023	707520	Hunt, Gannon	X	0.00	0.00
Deposit	09/06/2023			X	1,058.00	1,058.00
Deposit	09/12/2023			X	4,915.08	5,973.08
Paycheck	09/14/2023	707577	Black, William A	X	0.00	5,973.08
Paycheck	09/14/2023	707578	Brooks, Robert W	X	0.00	5,973.08
Paycheck	09/14/2023	707579	Burns, Patrick D.	X	0.00	5,973.08
Paycheck	09/14/2023	707575	Allen, Michael W.	X	0.00	5,973.08
Paycheck	09/14/2023	707595	Kester, Alan	X	0.00	5,973.08
Paycheck	09/14/2023	707580	Christian III, Nikolas J	X	0.00	5,973.08
Paycheck	09/14/2023	707592	Hernandez, Fernand...	X	0.00	5,973.08
Paycheck	09/14/2023	707606	Swatzell, Brandon	X	0.00	5,973.08
Paycheck	09/14/2023	707582	Drennan, Steven	X	0.00	5,973.08
Paycheck	09/14/2023	707605	Slayton, Preston P	X	0.00	5,973.08
Paycheck	09/14/2023	707583	Fennema, Vivian L	X	0.00	5,973.08
Paycheck	09/14/2023	707584	Fisk, Benjamin J.	X	0.00	5,973.08
Paycheck	09/14/2023	707581	Davis, Warren K	X	0.00	5,973.08
Paycheck	09/14/2023	707610	Zambeck, Christoph...	X	0.00	5,973.08
Paycheck	09/14/2023	707609	Walsh, Brian M	X	0.00	5,973.08
Paycheck	09/14/2023	707585	Flood, Frederick T	X	0.00	5,973.08
Paycheck	09/14/2023	707608	Vaughn, Russell	X	0.00	5,973.08
Paycheck	09/14/2023	707607	Unmacht III, James	X	0.00	5,973.08
Paycheck	09/14/2023	707586	Gia, Brandon	X	0.00	5,973.08
Paycheck	09/14/2023	707597	Modrell, Ian P.	X	0.00	5,973.08
Paycheck	09/14/2023	707604	Schmidt, Wesley	X	0.00	5,973.08
Paycheck	09/14/2023	707587	Gibbs, Matthew L	X	0.00	5,973.08
Paycheck	09/14/2023	707603	Schieffer, Tammy S	X	0.00	5,973.08
Paycheck	09/14/2023	707602	Russo, David B.	X	0.00	5,973.08
Paycheck	09/14/2023	707601	Robinson, Casey L.	X	0.00	5,973.08
Paycheck	09/14/2023	707589	Greenwalt, David E	X	0.00	5,973.08
Paycheck	09/14/2023	707600	Riggs, Elliott A	X	0.00	5,973.08
Paycheck	09/14/2023	707593	Hunt, Gannon	X	0.00	5,973.08
Paycheck	09/14/2023	707590	Harper, Tyler	X	0.00	5,973.08
Paycheck	09/14/2023	707599	Pickett, Michael E.	X	0.00	5,973.08
Paycheck	09/14/2023	707598	Palm, Torsten H.	X	0.00	5,973.08
Paycheck	09/14/2023	707591	Harrison, Maguire	X	0.00	5,973.08
Paycheck	09/14/2023	707588	Gibbs, Reuben L.	X	0.00	5,973.08
Paycheck	09/14/2023	707576	Bain, Chuck A.	X	0.00	5,973.08
Paycheck	09/14/2023	707596	Luna, Carlos L.	X	0.00	5,973.08
Paycheck	09/14/2023	707594	Jamison Jr., Richard...	X	0.00	5,973.08
Deposit	09/15/2023			X	638.03	6,611.11
Deposit	09/15/2023			X	3,998.83	10,609.94
Deposit	09/15/2023			X	65,873.16	76,483.10
Deposit	09/19/2023			X	50.00	76,533.10
Deposit	09/22/2023			X	1,140.60	77,673.70
Paycheck	09/28/2023	707631	Harrison, Maguire	X	0.00	77,673.70
Paycheck	09/28/2023	707613	Allen, Michael W.	X	0.00	77,673.70
Paycheck	09/28/2023	707614	Bain, Chuck A.	X	0.00	77,673.70
Paycheck	09/28/2023	707632	Hernandez, Fernand...	X	0.00	77,673.70
Paycheck	09/28/2023	707629	Hanisee, Robert	X	0.00	77,673.70
Paycheck	09/28/2023	707633	Hodges, McNeil	X	0.00	77,673.70
Paycheck	09/28/2023	707626	Gibbs, Matthew L	X	0.00	77,673.70
Paycheck	09/28/2023	707615	Black, William A	X	0.00	77,673.70
Paycheck	09/28/2023	707616	Brooks, Robert W	X	0.00	77,673.70
Paycheck	09/28/2023	707635	Jamison Jr., Richard...	X	0.00	77,673.70
Paycheck	09/28/2023	707628	Greenwalt, David E	X	0.00	77,673.70
Paycheck	09/28/2023	707646	Schieffer, Tammy S	X	0.00	77,673.70
Paycheck	09/28/2023	707637	Lopez, Vincent	X	0.00	77,673.70
Paycheck	09/28/2023	707627	Gibbs, Reuben L.	X	0.00	77,673.70
Paycheck	09/28/2023	707654	Zambeck, Christoph...	X	0.00	77,673.70
Paycheck	09/28/2023	707653	Walsh, Brian M	X	0.00	77,673.70
Paycheck	09/28/2023	707639	Modrell, Ian P.	X	0.00	77,673.70
Paycheck	09/28/2023	707652	Vaughn, Russell	X	0.00	77,673.70
Paycheck	09/28/2023	707651	Unmacht III, James	X	0.00	77,673.70

9:03 AM

10/06/23

Summit Fire District Reconciliation Detail

101 County Treasurer, Period Ending 09/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Paycheck	09/28/2023	707640	Morse, Zachary	X	0.00	77,673.70
Paycheck	09/28/2023	707617	Burns, Patrick D.	X	0.00	77,673.70
Paycheck	09/28/2023	707641	Palm, Torsten H.	X	0.00	77,673.70
Paycheck	09/28/2023	707625	Gia, Brandon	X	0.00	77,673.70
Paycheck	09/28/2023	707622	Fennema, Vivian L	X	0.00	77,673.70
Paycheck	09/28/2023	707642	Pickett, Michael E.	X	0.00	77,673.70
Paycheck	09/28/2023	707650	Swatzell, Brandon	X	0.00	77,673.70
Paycheck	09/28/2023	707618	Christian III, Nikolas J	X	0.00	77,673.70
Paycheck	09/28/2023	707643	Riggs, Elliott A	X	0.00	77,673.70
Paycheck	09/28/2023	707649	Stalvey, Adam	X	0.00	77,673.70
Paycheck	09/28/2023	707620	Davis, Warren K	X	0.00	77,673.70
Paycheck	09/28/2023	707624	Flood, Frederick T	X	0.00	77,673.70
Paycheck	09/28/2023	707619	Collins, James	X	0.00	77,673.70
Paycheck	09/28/2023	707636	Kester, Alan	X	0.00	77,673.70
Paycheck	09/28/2023	707634	Hunt, Gannon	X	0.00	77,673.70
Paycheck	09/28/2023	707647	Schmidt, Wesley	X	0.00	77,673.70
Paycheck	09/28/2023	707623	Fisk, Benjamin J.	X	0.00	77,673.70
Paycheck	09/28/2023	707648	Slayton, Preston P	X	0.00	77,673.70
Paycheck	09/28/2023	707645	Russo, David B.	X	0.00	77,673.70
Paycheck	09/28/2023	707621	Drennan, Steven	X	0.00	77,673.70
Paycheck	09/28/2023	707644	Robinson, Casey L.	X	0.00	77,673.70
Paycheck	09/28/2023	707630	Harper, Tyler	X	0.00	77,673.70
Paycheck	09/28/2023	707638	Luna, Carlos L.	X	0.00	77,673.70
Total Deposits and Credits					77,673.70	77,673.70
Total Cleared Transactions					-246,041.33	-246,041.33
Cleared Balance					-246,041.33	1,192,607.47
Uncleared Transactions						
Checks and Payments - 24 items						
Check	03/06/2023	EFT	Coconino County Tr...		-189.11	-189.11
Bill Pmt -Check	07/19/2023	82400...	Designed In Ink LLC		-343.17	-532.28
Transfer	07/25/2023				-50,000.00	-50,532.28
Check	09/08/2023	82400...	National Bank of Ari...		-9,255.62	-59,787.90
Liability Check	09/14/2023	82400...	United Summit Fire ...		-1,192.73	-60,980.63
Bill Pmt -Check	09/21/2023	82400...	Highlands Fire		-21,964.75	-82,945.38
Bill Pmt -Check	09/21/2023	82400...	Optimum Business		-650.09	-83,595.47
Check	09/21/2023	82400...	McNeil Hodges-		-600.00	-84,195.47
Check	09/21/2023	82400...	Robert Hanisee-		-600.00	-84,795.47
Check	09/21/2023	82400...	Zachary Morse-		-600.00	-85,395.47
Bill Pmt -Check	09/21/2023	82400...	Verizon Wireless		-588.44	-85,983.91
Bill Pmt -Check	09/28/2023	82400...	LN Curtis & Sons		-5,296.72	-91,280.63
Bill Pmt -Check	09/28/2023	82400...	Executech		-3,104.38	-94,385.01
Bill Pmt -Check	09/28/2023	82400...	Arizona PPE Recon,...		-2,317.50	-96,702.51
Bill Pmt -Check	09/28/2023	82400...	Flagstaff Industrial ...		-2,033.00	-98,735.51
Liability Check	09/28/2023	82400...	Nationwide Trust Co...		-1,963.84	-100,699.35
Liability Check	09/28/2023	82400...	AFLAC		-1,430.22	-102,129.57
Liability Check	09/28/2023	82400...	United Summit Fire ...		-1,192.73	-103,322.30
Bill Pmt -Check	09/28/2023	82400...	APS		-570.36	-103,892.66
Bill Pmt -Check	09/28/2023	82400...	Optimum Business		-326.71	-104,219.37
Bill Pmt -Check	09/28/2023	82400...	Right Water Hauling...		-110.00	-104,329.37
Bill Pmt -Check	09/28/2023	82400...	Aramark		-62.14	-104,391.51
Bill Pmt -Check	09/28/2023	82400...	Linde Gas & Equipm...		-40.71	-104,432.22
Liability Check	09/28/2023	82400...	5 Star Life Insuranc...		-34.67	-104,466.89
Total Checks and Payments					-104,466.89	-104,466.89

9:03 AM

10/06/23

Summit Fire District Reconciliation Detail

101 County Treasurer, Period Ending 09/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Deposits and Credits - 32 items						
General Journal	08/01/2023	ACCT ...			1,251.00	1,251.00
Paycheck	08/17/2023	707524	Modrell, Ian P.		0.00	1,251.00
Paycheck	08/17/2023	707532	Slayton, Preston P		0.00	1,251.00
Paycheck	08/17/2023	707531	Schmidt, Wesley		0.00	1,251.00
Paycheck	08/17/2023	707529	Russo, David B.		0.00	1,251.00
Paycheck	08/17/2023	707528	Robinson, Casey L.		0.00	1,251.00
Paycheck	08/17/2023	707527	Riggs, Elliott A		0.00	1,251.00
Paycheck	08/17/2023	707526	Pickett, Michael E.		0.00	1,251.00
Paycheck	08/17/2023	707525	Palm, Torsten H.		0.00	1,251.00
Paycheck	08/17/2023	707523	Luna, Carlos L.		0.00	1,251.00
Paycheck	08/17/2023	707522	Kester, Alan		0.00	1,251.00
Paycheck	08/17/2023	707521	Jamison Jr., Richard...		0.00	1,251.00
Paycheck	08/17/2023	707519	Hernandez, Fernand...		0.00	1,251.00
Paycheck	08/17/2023	707518	Harrison, Maguire		0.00	1,251.00
Paycheck	08/17/2023	707517	Harper, Tyler		0.00	1,251.00
Paycheck	08/17/2023	707516	Greenwalt, David E		0.00	1,251.00
Paycheck	08/17/2023	707515	Gibbs, Reuben L.		0.00	1,251.00
Paycheck	08/17/2023	707513	Gia, Brandon		0.00	1,251.00
Paycheck	08/17/2023	707512	Flood, Frederick T		0.00	1,251.00
Paycheck	08/17/2023	707535	Vaughn, Russell		0.00	1,251.00
Paycheck	08/17/2023	707536	Walsh, Brian M		0.00	1,251.00
Paycheck	08/17/2023	707537	Zambeck, Christoph...		0.00	1,251.00
Paycheck	08/17/2023	707533	Swatzell, Brandon		0.00	1,251.00
Paycheck	08/17/2023	707510	Fennema, Vivian L		0.00	1,251.00
Paycheck	08/17/2023	707508	Davis, Warren K		0.00	1,251.00
Paycheck	08/17/2023	707514	Gibbs, Matthew L		0.00	1,251.00
Paycheck	08/17/2023	707511	Fisk, Benjamin J.		0.00	1,251.00
Paycheck	08/17/2023	707509	Drennan, Steven		0.00	1,251.00
Paycheck	08/17/2023	707530	Schieffer, Tammy S		0.00	1,251.00
Paycheck	08/17/2023	707534	Unmacht III, James		0.00	1,251.00
Deposit	08/23/2023				50.00	1,301.00
Deposit	09/27/2023				10,326.42	11,627.42
Total Deposits and Credits					11,627.42	11,627.42
Total Uncleared Transactions					-92,839.47	-92,839.47
Register Balance as of 09/30/2023					-338,880.80	1,099,768.00
New Transactions						
Checks and Payments - 12 items						
Bill Pmt -Check	10/05/2023	82400...	APS		-1,128.05	-1,128.05
Bill Pmt -Check	10/05/2023	82400...	Firetrucks Unlimited		-1,120.67	-2,248.72
Bill Pmt -Check	10/05/2023	82400...	Rush Truck		-1,008.84	-3,257.56
Bill Pmt -Check	10/05/2023	82400...	Flagstaff Industrial ...		-900.00	-4,157.56
Check	10/05/2023	82400...	Lopez, Vincent-		-600.00	-4,757.56
Bill Pmt -Check	10/05/2023	82400...	Rhinehart Oil Co., LLC		-523.12	-5,280.68
Bill Pmt -Check	10/05/2023	82400...	Executech		-410.34	-5,691.02
Bill Pmt -Check	10/05/2023	82400...	AT&T Mobility		-370.93	-6,061.95
Bill Pmt -Check	10/05/2023	82400...	NAPA		-259.01	-6,320.96
Bill Pmt -Check	10/05/2023	82400...	Right Water Hauling...		-110.00	-6,430.96
Bill Pmt -Check	10/05/2023	82400...	CenturyLink		-94.99	-6,525.95
Bill Pmt -Check	10/05/2023	82400...	Aramark		-62.14	-6,588.09
Total Checks and Payments					-6,588.09	-6,588.09
Total New Transactions					-6,588.09	-6,588.09
Ending Balance					-345,468.89	1,093,179.91

9:06 AM

10/06/23

Summit Fire District
Reconciliation Summary
120 Capital Fund, Period Ending 09/30/2023

	Sep 30, 23
Beginning Balance	689,100.33
Cleared Transactions	
Deposits and Credits - 1 item <i>(Interest)</i>	1,994.47
Total Cleared Transactions	1,994.47
Cleared Balance	<u>691,094.80</u>
Register Balance as of 09/30/2023	691,094.80
Ending Balance	691,094.80

Capital

reconciled 10/6/23 y

10:36 AM

10/06/23

SFMD Contingency Fund
Reconciliation Summary
Coconino County Treasurer, Period Ending 09/30/2023

	<u>Sep 30, 23</u>
Beginning Balance	1,884,932.27
Cleared Balance	1,884,932.27
Register Balance as of 09/30/2023	1,884,932.27
Ending Balance	1,884,932.27

Contingency

reconciled 10/6/2023 y

9:08 AM

10/06/23

Summit Fire District
Reconciliation Summary
150 Emergency Fund, Period Ending 09/30/2023

	Sep 30, 23
Beginning Balance	114,218.58
Cleared Transactions	
Deposits and Credits - 1 item <i>(interest)</i>	424.44
Total Cleared Transactions	424.44
Cleared Balance	114,643.02
Uncleared Transactions	
Deposits and Credits - 1 item	50,000.00
Total Uncleared Transactions	50,000.00
Register Balance as of 09/30/2023	164,643.02
Ending Balance	164,643.02

Emergency Funds

reconciled 10/6/23

10:57 AM

10/06/23

Summit GO Bond Account
Reconciliation Summary
300315 Debt Services Account, Period Ending 09/30/2023

	<u>Sep 30, 23</u>
Beginning Balance	39,815.20
Cleared Transactions	
Deposits and Credits - 1 item	<u>2,613.74</u>
Total Cleared Transactions	<u>2,613.74</u>
Cleared Balance	<u><u>42,428.94</u></u>
Register Balance as of 09/30/2023	42,428.94
Ending Balance	42,428.94

GO Bond

reconciled 10/6/23 Y

1:49 PM

10/12/23

Summit Fire District
Reconciliation Summary
102 OWA Account, Period Ending 09/30/2023

	<u>Sep 30, 23</u>	
Beginning Balance		178,218.30
Cleared Transactions		
Checks and Payments - 6 items	-16,949.03	
Deposits and Credits - 2 items	14,764.52	
Total Cleared Transactions	<u>-2,184.51</u>	
Cleared Balance		<u>176,033.79</u>
Uncleared Transactions		
Checks and Payments - 1 item	-2,667.22	
Deposits and Credits - 2 items	0.00	
Total Uncleared Transactions	<u>-2,667.22</u>	
Register Balance as of 09/30/2023		<u>173,366.57</u>
Ending Balance		<u>173,366.57</u>

1:49 PM

10/12/23

Summit Fire District
Reconciliation Detail
 102 OWA Account, Period Ending 09/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						178,218.30
Cleared Transactions						
Checks and Payments - 6 items						
Liability Check	09/21/2023		QuickBooks Payroll ...	X	-10,982.23	-10,982.23
Liability Check	09/22/2023	EFT	United States Treas...	X	-2,527.52	-13,509.75
Liability Check	09/22/2023	EFT	Arizona Department ...	X	-402.30	-13,912.05
General Journal	09/27/2023	JE 26...		X	-270.00	-14,182.05
Liability Check	09/29/2023	EFT	United States Treas...	X	-2,691.88	-16,873.93
Liability Check	09/29/2023	EFT	Arizona Department ...	X	-75.10	-16,949.03
Total Checks and Payments					-16,949.03	-16,949.03
Deposits and Credits - 2 items						
Deposit	09/05/2023			X	14,218.64	14,218.64
Deposit	09/12/2023			X	545.88	14,764.52
Total Deposits and Credits					14,764.52	14,764.52
Total Cleared Transactions					-2,184.51	-2,184.51
Cleared Balance					-2,184.51	176,033.79
Uncleared Transactions						
Checks and Payments - 1 item						
Paycheck	09/29/2023	706746	Schieffer, Tammy S		-2,667.22	-2,667.22
Total Checks and Payments					-2,667.22	-2,667.22
Deposits and Credits - 2 items						
Paycheck	09/22/2023	707612	Johns, Martin R.		0.00	0.00
Paycheck	09/22/2023	707611	Henningsen, Kirby		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					-2,667.22	-2,667.22
Register Balance as of 09/30/2023					-4,851.73	173,366.57
Ending Balance					-4,851.73	173,366.57

1:03 PM

10/02/23

Summit Fire District
Reconciliation Detail
 105 Petty Cash, Period Ending 10/02/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						2,767.84
Cleared Transactions						
Deposits and Credits - 6 items						
Deposit	09/06/2023			X	50.00	50.00
Deposit	09/15/2023			X	50.00	100.00
Deposit	09/18/2023			X	100.00	200.00
Deposit	09/22/2023			X	50.00	250.00
Deposit	09/27/2023			X	100.00	350.00
Deposit	09/28/2023			X	35.31	385.31
Total Deposits and Credits					385.31	385.31
Total Cleared Transactions					385.31	385.31
Cleared Balance					385.31	3,153.15
Register Balance as of 10/02/2023					385.31	3,153.15
Ending Balance					385.31	3,153.15

Reconciled
 10/2/23
 (B)

10/2/23

.05 P

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20. S

30 - 10

500 - 20

450 - 50

10 - D

10 - Q

2 - N

2000 - 20s

100 - 1s

3153.15

9:07 AM

10/06/23

Summit Fire District
Reconciliation Summary
136 Westside Capital Fund, Period Ending 09/30/2023

	<u>Sep 30, 23</u>
Beginning Balance	427,860.49
Cleared Transactions	
Deposits and Credits - 1 item (Interest)	<u>1,312.04</u>
Total Cleared Transactions	<u>1,312.04</u>
Cleared Balance	<u><u>429,172.53</u></u>
Register Balance as of 09/30/2023	429,172.53
Ending Balance	429,172.53

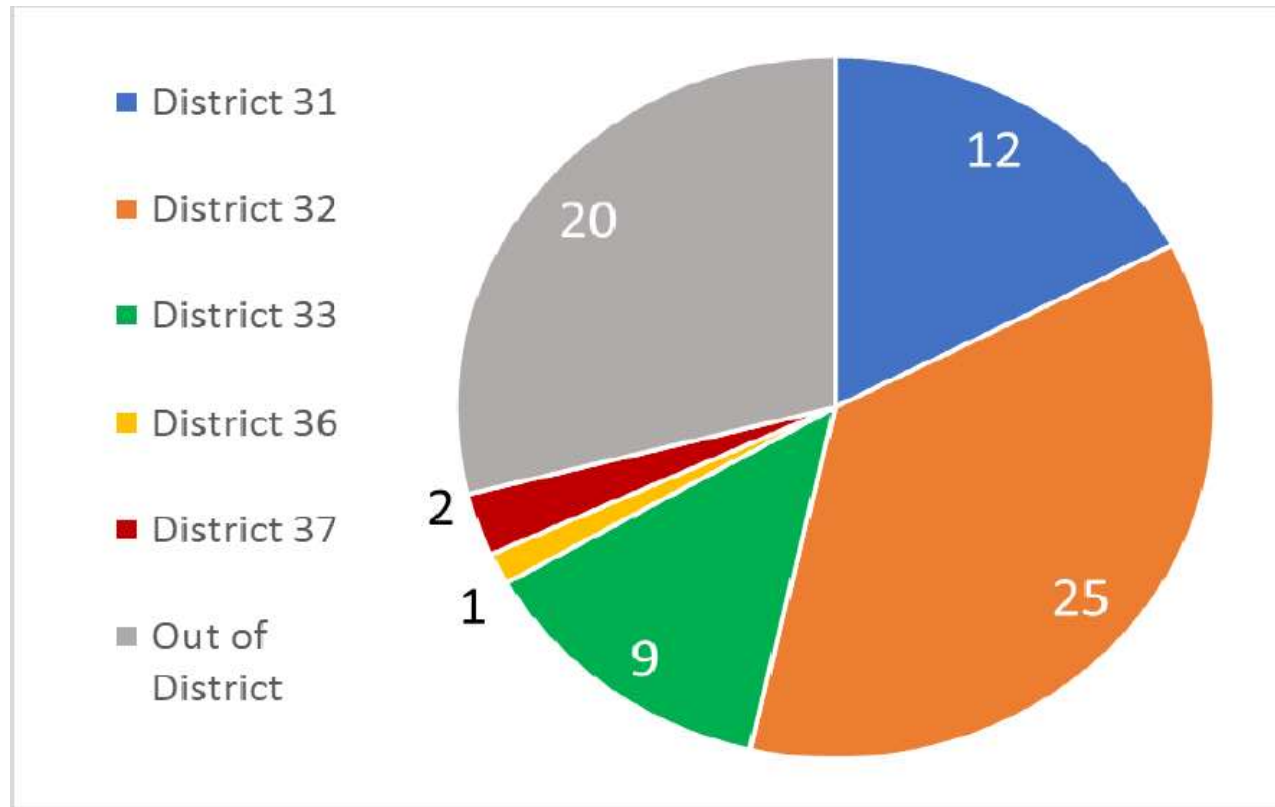
Westside

reconciled 10/6/23 Y

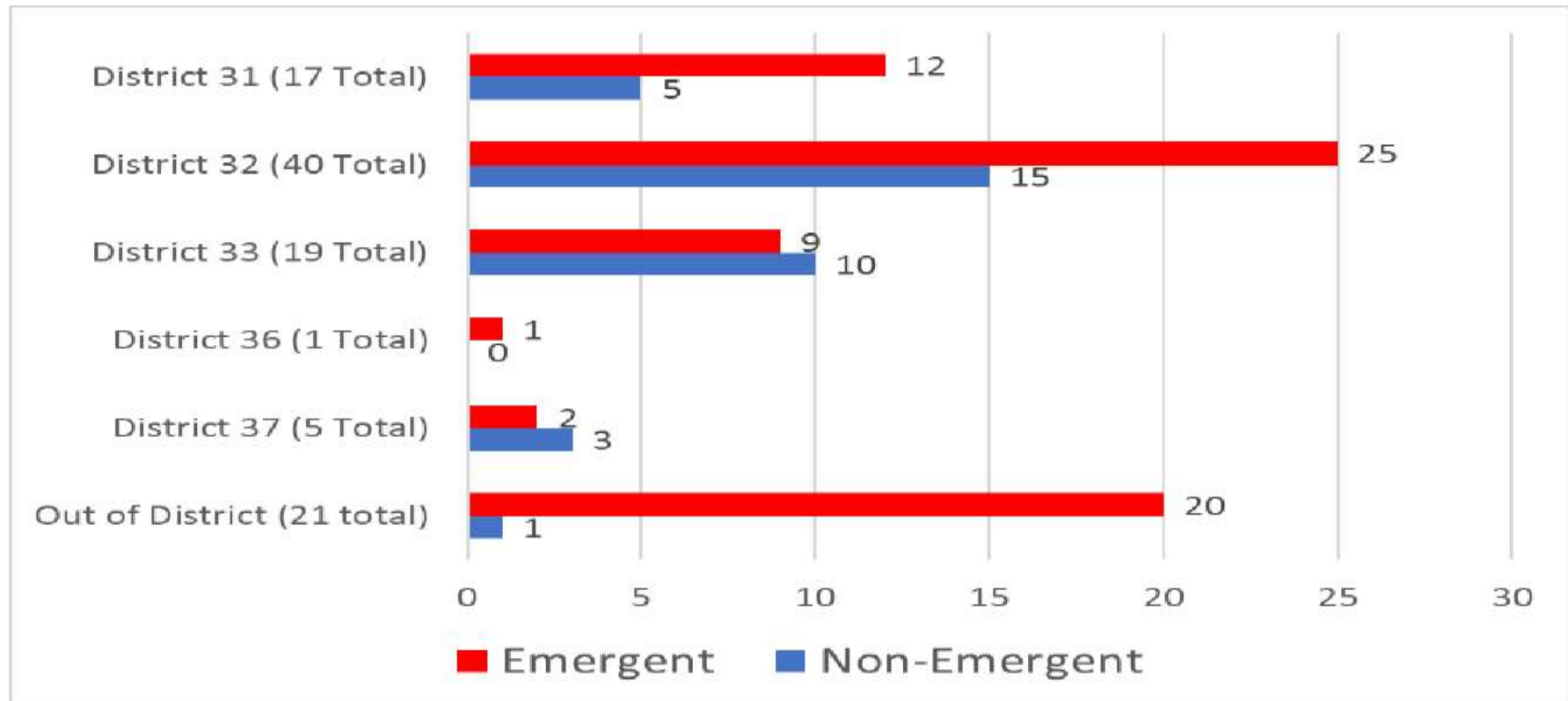
SFMD BC Run Report

September 023 Statistics

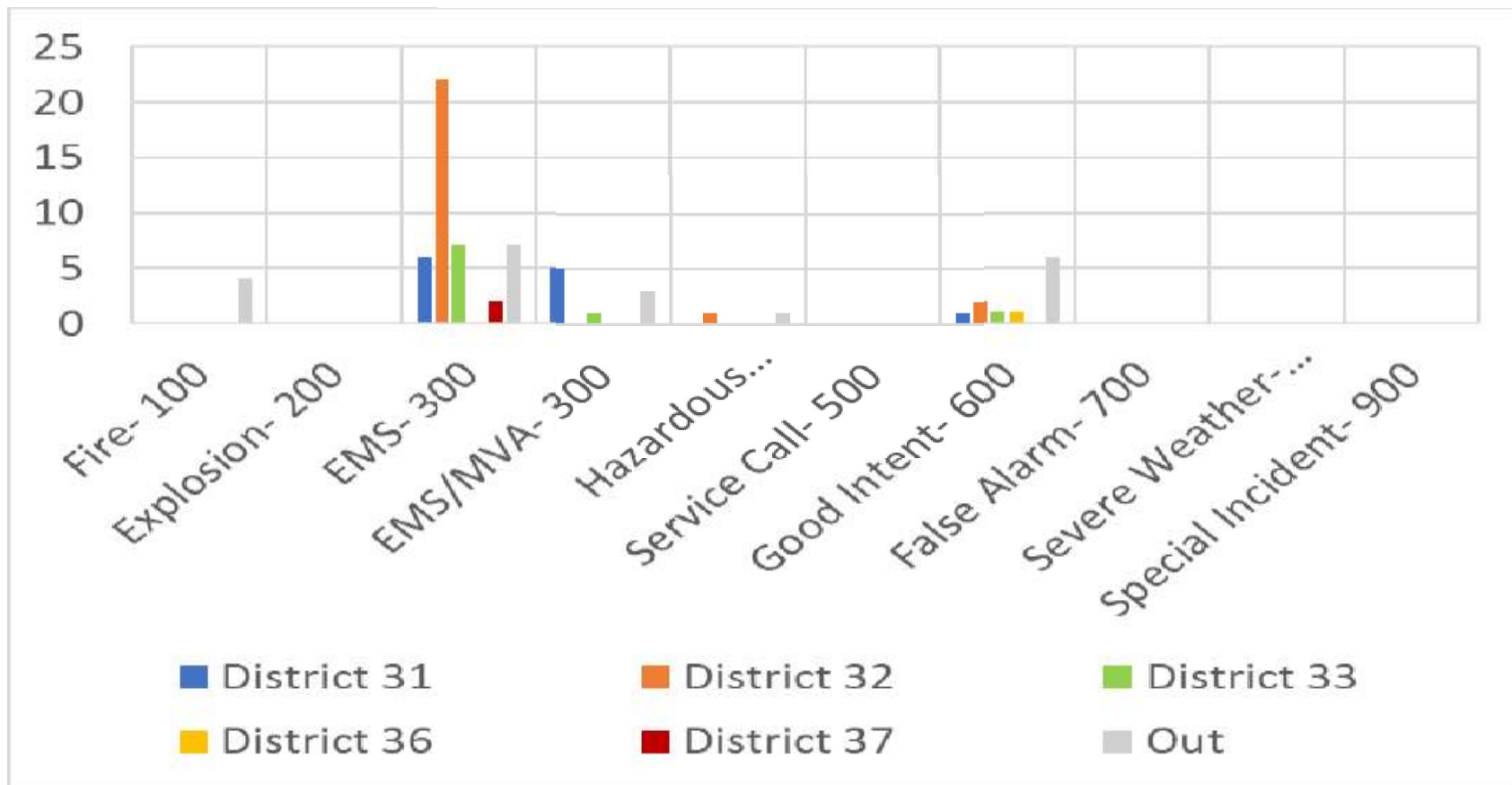
Emergent Calls- 69 Total



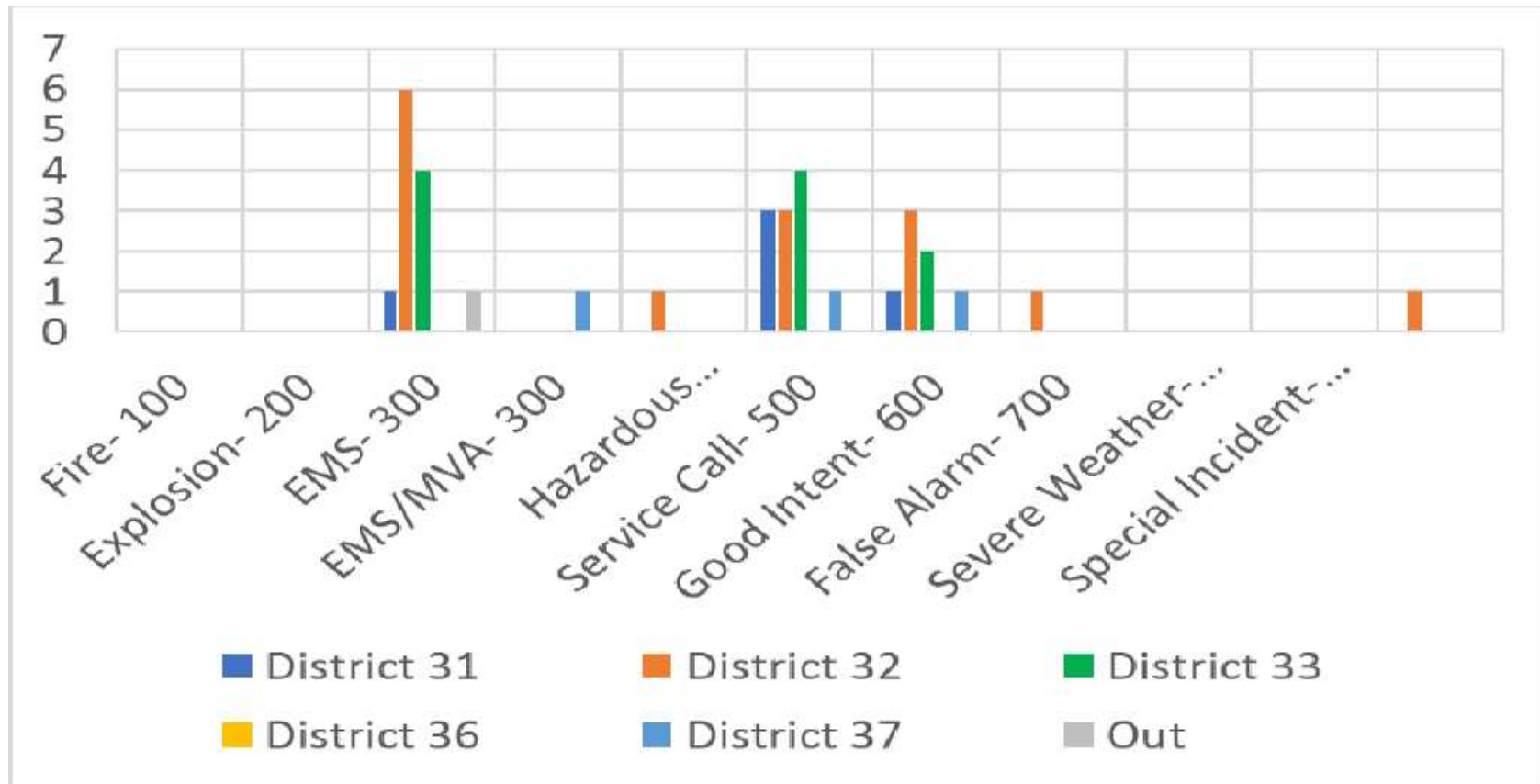
Total Incidents- (103)



Emergent Call Breakdown

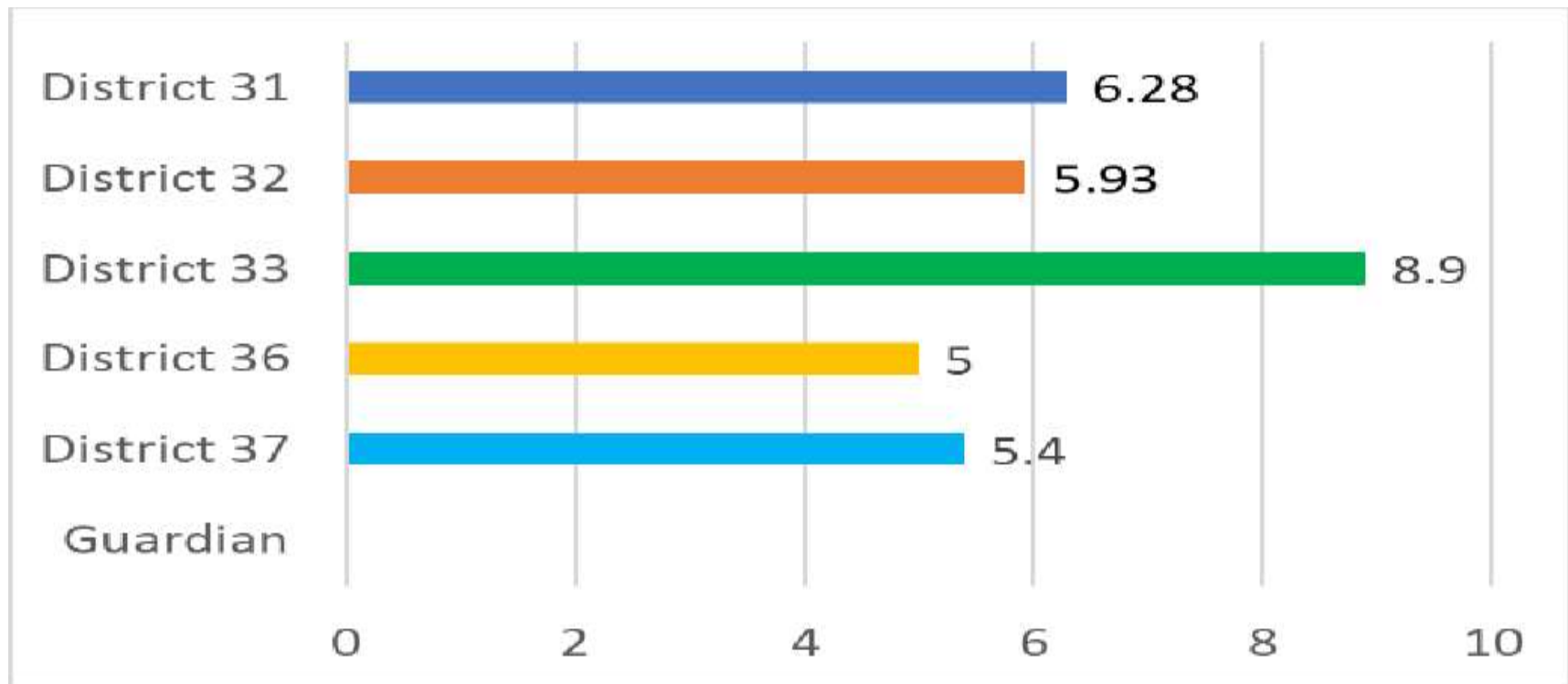


Non-Emergent Call Breakdown

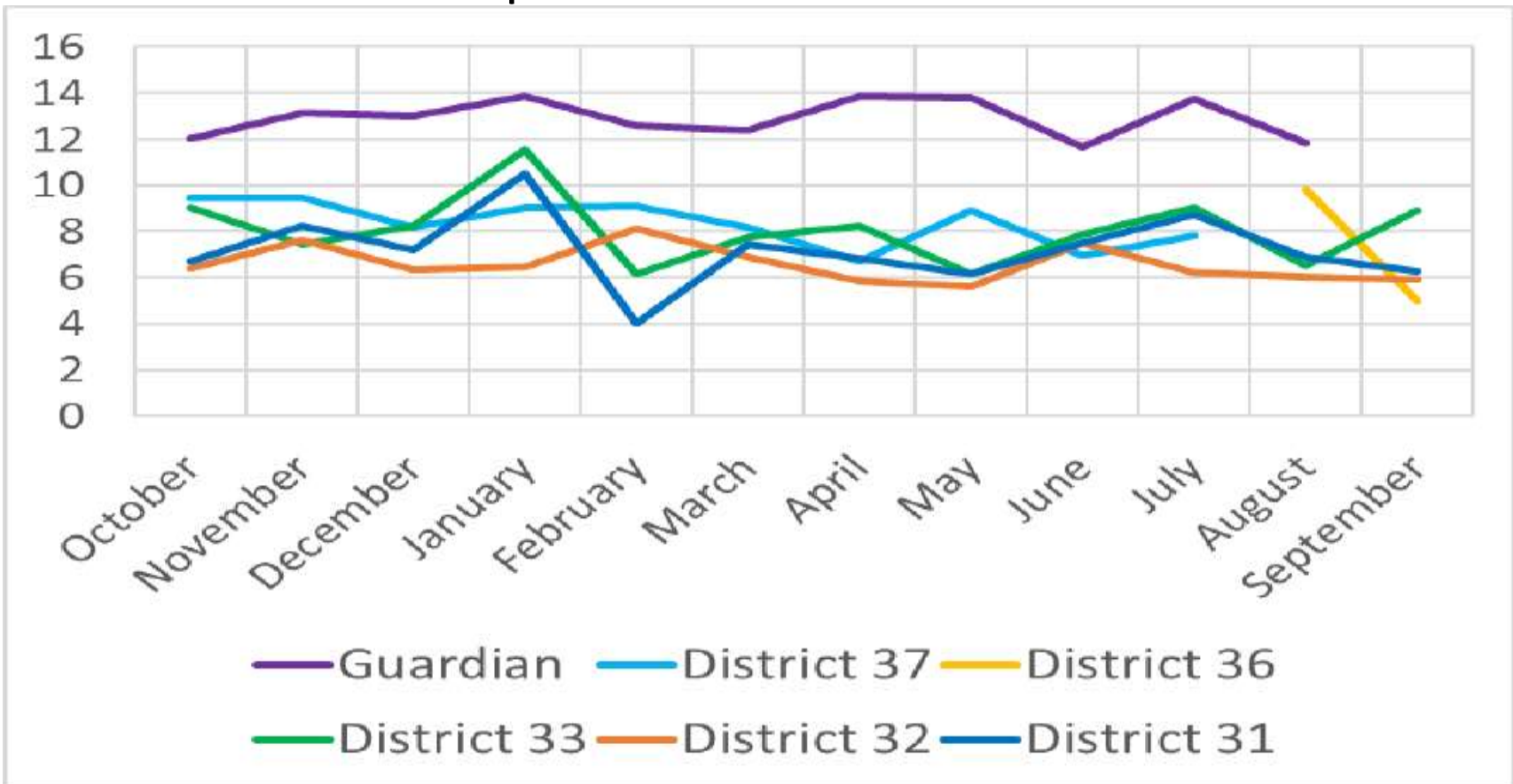


Average Response Times

** D33 22:25 minute response time to stage for possible OD, If call was removed = 7.25 average



Response Time Trend



Action 8a

To: SFMD Fire Board

From: SFMD Administration

Date: October 18, 2023

Title: Joint Powers Authority (JPA) Feasibility Study scope of work and contract with the City of Flagstaff through AP Triton, LLC

Recommended Action: Approve the joint JPA feasibility study contract through AP Triton, LLC

Action Summary: This study will determine the costs and service benefits to the taxpayers and District to consolidate all or some of the current service provided by Flagstaff Fire Department and the Summit Fire and Medical District into formed Joint Power Authority or to amend the intergovernmental agreement.

Financial Impacts: \$20,132 – SFMD shared cost obligation and were budgeted in this FY.

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

Key Considerations: The current IGA has proven to be beneficial on multiple levels for both the District and the City. This study will look at other options including a Joint Power Authority and provide at least three potential options and identify the challenges, opportunities, weaknesses and strengths. The consultant will recommend the option that is most beneficial for the City and the District in providing the effective and efficient plan to maintain or improve service to the community.

Additional Info: Summit had representation on the joint committee that developed the scope of work for the feasibility study. Through a competitive request for proposal process, AP Triton, LLC was selected to provide the service. The final proposal will give three options with one recommendation along with a proposed implementation plan.

Attachments: See scope of work and contract.

Suggested Motion: Recommend we approve the Joint Powers Authority (JPA) Feasibility Study scope of work and contract with the City of Flagstaff through AP Triton, LLC.

Joint Powers Authority Feasibility Study

October 2023





Background



- Intergovernmental Agreement (IGA) approved January 2016
 - Initial 2-year term
 - Detailed review of effectiveness after first year
- Amended to extend to a 3-year term
- New IGA in October 2018
 - Initial 5-year term
 - Annual review of effectiveness
 - Update Flagstaff City Council and Fire District Board annually
- IGA Extension



2017 Feasibility Analysis

- Analysis on continuation of Intergovernmental Agreement
 - Completed in November 2017
 - Prepared by Public Safety Research Group
- Scope of Work
 - Met with City and Fire District representative to discuss pilot results
 - Evaluated mid-pilot staff report from FFD
 - Provided fiscal and operational analysis of extending IGA
 - Made recommendations that best meet the mutual and equitable benefit of City and SFMD
- Identified potential for Joint Powers Authority (JPA) in the future



JPA Feasibility Study

- Met with Summit Fire & Medical Board in August 2022
- Identified team members to craft the request for proposal (RFP)
- RFP Scope of Work
 - Evaluate consolidation of all or some of current service provided
 - Conduct meetings with stakeholder groups to gather information
 - Determine the cost of the level of service currently provided
 - Evaluate each Department (operations, administration, systems, etc.)
 - Conduct a site survey of Fire organization (station, buildings, etc.)
 - Identify three options with one recommendation and implementation plan



JPA Feasibility Study



- Evaluation team recommending AP Triton
- Contract cost is \$67,107
 - Original price \$69,969
 - Reduced onsite visits with virtual presentations
 - Shared cost (City - \$46,975 and Summit - \$20,132)
- Project completion 6 – 8 months
- Anticipate project commencement in October/November



AP Triton



- Established in 2014
- Substantial experience in conducting cooperative services and consolidation studies
- Selected team has worked together for several years on a number fire and EMS projects throughout the U.S.



Greg Rogers



Adam Poirrier



Bill Boyd



Jim Long



Randy Parr



John Stouffer



Melissa Vazquez
Swank



Questions & Discussion

- Questions from the Summit Fire & Medical Board
- Discussion
 - Agency participation
 - Cost share
 - Approval of contract
- Next steps
 - Support study by providing information and participating in interviews and site visits
 - Final technical review
 - Presentation to Summit Board and City Council

Section One—Project Initiation & Acquisition of Data

Task 1-A: Project Initiation & Development of a Work Plan

Triton will conduct a remote virtual meeting with the representatives of the Flagstaff Fire Department and Summit Fire & Medical. The purpose will be to develop a complete understanding of each organization's background, goals, and expectations for the project.

Triton's Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and client representative, determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from FFD and SFM and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of the report. Thoroughly researched and relevant studies will be included during Triton's review. The documents and information relevant to this project will include, but not be limited to, the following:

- Any relevant previous studies involving SFM or FFD
- City of Flagstaff and Summit Fire & Medical (district) census and demographic data
- All current interagency and interlocal agreements (ILA) between SFM and FFD, including any other agencies
- Organizational charts from each participating fire agency
- Historical financial data, budgets, revenue sources, including debt information, long-range financial plans, and projections from each fire agency
 - Current assessed values of the service areas FFD and SFM and their respective property tax rates
- Standard Operating Guidelines (SOGs) and service delivery and deployment practices of each fire agency
- Current collective bargaining agreements with the United Flagstaff Fire Fighters IAFF

Local 1505

- Inventory of SFM's and FFD's fire stations and other relevant facilities (e.g., training centers)
- Inventory of SFM's and FFD's apparatus, command and staff cars, special operations vehicles, and other vehicles
- If applicable, current performance standards and service delivery objectives for each fire agency
- Historical incident data from each fire agency's Records Management System (RMS), including National Fire Incident Reporting System (NFIRS) incident data (5 years)
 - Historical Computer-Aided Dispatch (CAD) incident records from the Northern Arizona Healthcare Communications Center (NAHCC) from each fire agency (5 years)
- List of all career, part-time, and volunteer operations personnel and administrative support staff (names de-identified) from SFM and FFD
 - To include ranks, EMS and other certifications, salaries, benefits, and volunteer compensation (if applicable)
 - Two to three years of historical leave usage
- Most recent Insurance Services Office (ISO) Public Protection Classification (PPC®) rating and reports
- Geographic Information Systems (GIS) data, to include the service area boundaries of each participating fire agency and their respective physical fire station locations
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Stakeholder Input & Field Work

The Triton Project Team will conduct on-site interviews and gather information from key personnel and stakeholders from each of the agencies. Some information may be acquired utilizing online electronic surveys and/or telephone interviews. Members of the Triton team will travel to Flagstaff to conduct interviews. This will occur at a point in the study process where approximately 75% or more of the study has been written. Individuals will include:

- Fire Chiefs, command staffs, and support staff from FFD and SFM
- Flagstaff City Manager, Mayor, and any other elected officials as requested
- Representatives of the Summit, Westwood, and Woods Fire Boards
- City of Flagstaff Finance and Human Resources Directors or representatives
- Individuals responsible for Human Resources and Finance at SFM
- Representative(s) of the Coconino County Board of Supervisors (within SFM)
- Coconino County Treasurer, Attorney, and any other relevant County representatives
- Representative(s) of IAFF Local 1505

- City of Flagstaff Police Communications representative(s)
- Guardian Medical Transport (GMT) representative(s)
 - Representative(s) of the Northern Arizona Healthcare Communications Center
- Random group of Firefighters, company officers, and others assigned to emergency operations from each participating fire agency
- Any other individuals or representatives that may contribute to the success of this project

Section Two—Baseline Evaluations of the Fire Agencies

The initial tasks of this study will focus on a baseline assessment of the current organizational conditions of FFD, SFM, their respective communities, and their current service performance. Triton will conduct an organizational review of these fire agencies based on the elements included in the following tasks.

The purpose of this evaluation is to assess each fire agency's operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery, consolidation, or potential cooperative services can be measured.

Task 2-A: Community Overview of the City of Flagstaff & Coconino County

Triton will examine and provide an overview and basic description of the City of Flagstaff and Coconino County. This will include service area population and demographics, including GIS maps of the service area and population density.

Task 2-B: Organizations Overview

Triton will conduct an overview of both fire agencies and their respective communities to include, but not be limited to:

- History, formation, and general description of each fire agency
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Organizational structure of each
- Other organizations and components relevant to the emergency services delivery system

Task 2-C: Management Components

Each fire agency's basic management components will be reviewed and include at least:

- Mission, vision, strategic plans and planning, district goals, and objectives
- Internal assessment of critical issues and future challenges
- Review of current policies, procedures, and any SOGs

- Payroll systems
- Internal and external communications processes
- Records management systems (RMS) and information technology platforms
- Document control and security

Task 2-D: Staffing & Personnel

Triton will review each fire agency's career, volunteer, and part-time staffing levels. Areas to be considered include, but will not be limited to:

- Administration and support staff
- Operational staffing levels
- Staff allocation to various functions and divisions
- Staff scheduling methodologies
- Current standard of coverage and staffing performance for incidents
- Career and volunteer operations staff distribution
- Comparison of current wages and benefits, to include tuition assistance programs, current and retiree healthcare costs, and accrual payouts of career and part-time personnel between the fire agencies (if applicable)
- Review and comparison of volunteer compensation between the fire agencies, if applicable
- Review and comparison of current labor agreements between the agencies
- Analysis of workers' compensation costs/claims, cancer and behavioral health, general liability costs/claims
- Health and Wellness programs and Counseling Services available to employees of FFD and SFM
- Compensation systems, staff wages, and benefits
- Review of job descriptions
- Human resources functions
- Hiring and promotional processes
- Quality and status of job descriptions
 - Personnel reports and recordkeeping
 - Compensation systems
 - Disciplinary and counseling services
 - Application and recruitment processes
 - Member retention efforts and programs

Task 2-E: Financial Review of the Fire Agencies

Triton will review the existing financial status of each fire agency in accordance with Arizona state law and any other regulations. This task will be a basic overview of fiscal status of each fire agency. This task will include, but not be limited to:

- Review and analyze each agency's budget, revenue, expenditures, employment costs, compression analysis, bond obligations, long-term debt, audit reports and long-range financial plans
 - Identify sources of recurring and non-recurring revenue, including property taxes and reserve funds
- Review of capital facilities and apparatus replacement and improvement plans
- Purchasing processes at both fire agencies
- Conduct a comparative analysis between the two fire agencies of staff salaries and benefits by rank and position
- Any other issues related to revenue, expenditures, and annual budgets

Task 2-F: Capital Facilities & Equipment

This task will entail a review of current major capital assets (facilities and apparatus) of each fire agency. This evaluation will include the following:

Facilities—Tour and observe areas critical of current fire locations and future station and facility considerations. This will entail a cursory review of each facility, and not a detailed, comprehensive engineering analysis. Items to be contained in the report include:

- | | | |
|--------------------|--------------------|---------------------|
| ▪ Design | ▪ Code Compliance | ▪ Safety |
| ▪ Construction | ▪ Staff Facilities | ▪ Future Viability |
| ▪ Future viability | ▪ Efficiency | ▪ Land Use Criteria |

Apparatus/Ambulances/Other Vehicles—Review and make recommendations regarding the inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Fleet services provided to each of the fire agencies
 - Maintenance schedules of apparatus and vehicles

Capital Medical Equipment—Review each agency's inventory of capital medical equipment (e.g., cardiac monitors, powered ambulance cots, extrication tools, etc.); to include maintenance contracts and schedules

Task 2-G: Service Delivery & Performance

Triton will review and make observations in areas specifically involved in, or affecting, service levels and performance of the agencies. This shall include but not be limited to:

- **Demand Study**

- Analysis of current service demand by incident type for each fire agency
- Analysis of the temporal variation for each individual fire agency
- Analysis and Geographic Information System (GIS) display of current service demand density within the overall study area

- **Distribution Study**

- Overview of the current facility and apparatus deployment strategies of each fire agency, analyzed through GIS software, with identification of service gaps and redundancies.
- This distribution study will be conducted for the study area as a whole (service areas of both fire districts combined) as well as each individual service area, with all existing facilities included in the analysis.

- **Concentration Study**

- GIS analysis and display of the response time necessary to achieve full effective response force (ERF) arrival in the study area using existing distribution of all fire department resources.
- Analysis of company- and staff-distribution and ambulance resources as it relates to ERF assembly in the study area.

- **Reliability Study**

- Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
- Review of actual or estimated failure rates of individual companies (to the extent data is complete)
- Analysis of call concurrency and the impact on ERF assembly

- **Performance Summary**

- Analysis of actual system response time performance, analyzed by individual companies (to the extent data is available). Performance analysis will be conducted for each fire agency individually, along with the study area as a whole.
- Analysis of mutual aid and automatic aid responses
- Overall review of the quality of records management data of both fire agencies.

Task 2-H: Population Growth & Service Demand Projections

Utilizing available census data from each fire agency, along with historical service demand (call volumes) of each, Triton will project the following:

- Population growth projections among each of the jurisdictions and the overall study area (combined) for the next 5–10 years
- Service demand projections among SFM and FFD for the next 5–10 years

Task 2-I: Support Programs

Triton will review and evaluate in detail, the following support programs.

- **Communications & Dispatch:** PSAP functions and dispatch and communications staff; Call answering performance (will be evaluated in Service Delivery & Performance)
- **Emergency Medical Services**
- **Fire Prevention Program:** Wildfire Mitigation; Code Enforcement & General Inspections; Fire Investigations; Pre-Planning Activities; Public Education & Community Education Programs
- **Special Operations:** Cold Water Rescue; Confined Space Rescue; High Angle Rescue; Trenching and Shoring
- **Hazardous Materials Response**

Task 2-J: General Analyses

- Evaluation of Compliance with National Standards
 - Triton will review each fire agency's level of compliance with national and state fire service standards, accepted best practices and principles
- Review of Existing Contracts with Other Agencies
 - Basic review of any relevant existing contracts and their potential impact
- Comparison of FFD & SFM Policies & Procedures
 - Conduct a comparison of primary policies and procedures between the two agencies
 - Identify those with significant differences
- Review of Non-Operational Responsibilities
 - Evaluate primary non-operational responsibilities and their impact on workload

Task 2-K: Community Risk Overview

Triton will review the existing Community Risk Assessment (CRA) and Community Risk Reduction (CRR) Plan and update those areas relevant to infrastructure and unique hazards, as described in the RFP in Section G.4.

Section Three—Future Strategies & Opportunities for Cooperative Services

Triton will use the completed baseline assessment of the Flagstaff Fire Department and Summit Fire & Medical to identify opportunities, efficiencies, cost-effectiveness, and feasibility for potential consolidation or other cooperative service options. The Project Team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information will provide the leaders and elected officials of the two fire agencies with the information necessary to make important decisions regarding the future of their organizations.

Task 3-A: General Partnering Strategies & Consolidation Options

Triton will review the various options for the two fire agencies in this study, including the advantages and disadvantages (or SWOT) of each. The following options will be evaluated and discussed:

- Status quo (each agency remains autonomous)
- General partnering strategies/options for shared services
 - Administrative Collaboration
 - Functional Collaboration
 - Operational Collaboration
 - Combination of the three preceding
- Legal consolidation of two or more agencies (merger, annexation, Joint Powers Authority, etc.)
- Any other valid options identified during the study

Task 3-B: Recommendations Concerning the Proposed Option

The study considers the many shared issues facing each of the fire agencies and how such matters affect the effort to construct a regional organization for efficient service. Following the comprehensive analysis in Section Two, and a review of the options described in Task 3-A above, Triton will provide the following:

- Recommendations on the most effective, efficient, viable, sustainable, and cost-effective option(s) for consideration
- Staffing and personnel methods and scheduling, including salaries and benefits

- Recommended organizational structure to include administration, command, and control
- Cultural and social impacts of merging agencies
- Possible changes in the collective bargaining agreements
- Efficient and effective location of administrative staff and support personnel
- Operations and deployment recommendations
- Identification and potential elimination of unnecessary and redundant services and capital equipment
- Any impact on fire station locations, infrastructure, and staffing capacity
- Consideration of best practices and national consensus standards
 - Insurance Services Office (ISO) ratings for rural and suburban communities
 - National Fire Protection Association (NFPA) 1710 and 1720
 - AHA 1582
- Current and future capital equipment needs
- Identify additional necessary services and any additional risk associated with consolidation or changes in the IGAs
- Review of all legal considerations in accordance with Arizona law
- Any other issues related to the recommended option
 - Integration of the records management systems and other technologies

Task 3-C: Financial Impact

If a recommended option(s) is identified other than maintaining status quo, Triton will identify and evaluate the financial impact of the recommended option(s) to include:

- Develop a budget for the next 5–10 years
- Provide financial projections of the recommended option(s) for the next 5–10 years
- Consideration of other available revenue sources
- Funding and cost-sharing between SFM and FFD
 - This will include the development of recommended formulas and methods to ensure that costs are shared fairly and equitably among the two jurisdictions
 - Recommendations for annual contributions to the equipment replacement reserve account for capital equipment over \$5,000 in value
 - Impacts on current and future funding sources

- Capital financing needs and other potential funding alternatives
 - Feasibility of transferring ownership of existing Fire specific equipment replacement reserves
 - Feasibility of transferring funds for the initial contingency and fund balance
 - Potential agreements for continued use of facilities and equipment
- Recommended potential effective tax rate for a JPA or other consolidations
- Potential increases in the Arizona Public Safety Personnel Retirement System (PSPRS)
- All other fiscal considerations including impact on property and any other taxes and other revenue sources; potential cost-recovery options
- Consideration of all options, strategies, and methods to reduce costs while ensuring continued high-quality fire protection and EMS to each of the jurisdictions
- Any other issues related to the financial impact of the recommended option(s)

Task 3-D: Planning & Implementation

Should the analyses and study indicate that some type of consolidation or other strategies would be feasible and beneficial to FFD and SFM, Triton will develop a recommended planning and implementation process in accordance with the requirements of applicable Arizona regulations, including:

- General guidance and key implementation steps
- Interim organizational, administrative, and operational structures and processes
- Address all Arizona regulatory requirements and legal considerations
- Policy requirements and actions
- Benchmarks to identify completion
- Estimated timelines for completion

Task 3-E: General Findings & Recommendations

During the study, Triton may identify other areas or issues that warrant evaluation and recommendations for improvement. If so, they will be addressed in this section or other areas of the report.

Section Four—Review & Publication of the Report

Task 4-A: Development, Compilation, & Review of the Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of the Flagstaff Fire Department and Summit Fire & Medical. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report before finalization. If necessary, a second or third technical review draft will be provided. The report will include:

- Clearly designated recommendations
- Detailed narrative analysis of each report element written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 4-B: Updates & Publication of the Final Report

Following a final technical review and approval by FFD and SFM, Triton will provide an electronic version (PDF format) of the report for each fire agency.

Task 4-C: Presentation of the Final Report

Triton will conduct a virtual final presentation of the report to representatives of the City of Flagstaff, the Summit Fire & Medical Boards, and any other individuals or groups as requested. The presentation will include:

- A summary of the report, methods of analysis, primary findings, and recommendations
- An audio-visual presentation of the study with an opportunity for questions and answers
- A review and explanation of charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed

All presentation materials, files, graphics, and written material will be provided to Orange County at the conclusion of the presentation(s).

Estimated Project Timeline & Fee Proposal

Project Completion Timeline

Triton offers the following project timeline, which is subject to change based upon the mutual agreement of the City of Flagstaff (and its fire department), elected officials of Summit Fire & Medical, and AP Triton. The timeline will not begin until Triton has been provided with all information and data necessary for the successful completion of the project. Triton will make every effort to complete the project in less time than anticipated.

Estimated Time to Complete the Project: 6–8 months

Project Section	— Month —					
	1-2	3-4	5-6	7-8	9-10	11-12
Section 1: Project Initiation & Acquisition of Data						
Section 2: Baseline Evaluation of the Fire Agencies						
Section 3: Future Strategies & Opportunities						
Section 4: Review & Publication of the Report						

Project Fee Proposal

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. This fee has been modified from our original proposal as a virtual final presentation will be conducted in lieu of an in-person presentation, and electronic documents will be provided only of the final report. The fee is inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation & Acquisition of Data	\$17,407
Section 2: Baseline Evaluation of the Fire Agencies	\$31,240
Section 3: Future Strategies & Opportunities for Cooperative Services	\$10,420
Section 4: Review & Publication of the Report	\$8,040
Proposed Project Fee (will not exceed):	\$67,107

Payment Schedule & Invoicing

- 10% payment due upon signing of the contract. Monthly invoicing thereafter as work progresses until 95% of project has been completed
- Final 5% due upon project completion
- Additional hours will be billed at a rate of \$190/hour for the Senior Project Manager and \$150/hour for consultants plus any additional travel expenses

Action 8b

To: SFMD Fire Board

From: SFMD Administration

Date: October 18, 2023

Title: IGA between City of Flagstaff and Summit, Highlands, Ponderosa, and Pinewood for the administration of 2022 AFG grant funds for FOLP training.

Recommended Action: Approve the IGA for administration on AFG grant funds for FOLP training.

Action Summary: This IGA provides for the City to manage the disbursement of funds to the agencies involved in the IGA in order to pay for their department staff to attend FOLP training.

Financial Impacts: The participating agencies agree to provide the required cash match in the amount of approximately 10% of the total cost of their requested funds as detailed in the spread sheet attached here as Exhibit A. The required match shall be paid by the participating agencies upon receipt of an invoice from Flagstaff. Our match is \$11,097.93

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: Working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources.

Attachments: See IGA

Suggested Motion Approve the IGA between the City and Summit Fire & Medical District for management of the 2022 AFG grant funds awarded for FOLP training.

**INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE TO FIREFIGHTER GRANT PROGRAM**

**between
the City of Flagstaff
and**

**Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department and
Summit Fire and Medical District**

This intergovernmental agreement ("Agreement") is entered into this ____ day of _____, 2023, between the City of Flagstaff ("CITY"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department and the Summit Fire and Medical District ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by FEMA and the U.S. Department of Homeland Security entitled Assistance to Firefighters Grant Program; and

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

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

D. The PARTIES of this agreement make up those who will benefit from the Assistance to Firefighters Grant monies awarded to the CITY.

E. Emergency service training is required for the PARTIES to maintain their legally mandated training requirements, provide for maintenance of skills, and provide for consistency of operations; and

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

1. Purpose

The purpose of this Agreement is to administer the funds received by the City from FEMA and the U.S. Department of Homeland from the Assistance to Firefighters Grant Program for a leadership and management program.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff will serve as the host agency and serve as the grant administrator of the 2022 AFG grant award.

B. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through the City of Flagstaff.

C. The City of Flagstaff agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Flagstaff with this information on a timely basis to remain in compliance with the requirements of the grant.

D. The participating agencies agree to accept the 2022 regional AFG grant program award and accept their respective items as listed in the AFG grant Award Agreement, attached here as Exhibit B, and incorporated into this contract by this reference.

E. The participating agencies agree to provide the required cash match in the amount of approximately 10% of the total cost of their requested funds as detailed in the spread sheet attached here as Exhibit A. The required match shall be paid by the participating agencies upon receipt of an invoice from Flagstaff.

F. The funds disbursed by the City under this Agreement shall be used only for the project as described in the grant application and award agreement. Any modification to quantity or scope of work must be approved in writing by the City. City will disburse funds to the participating agencies on a reimbursement basis only (see Exhibit A), conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the City. Payment will be contingent upon receipt of all reporting requirements of participating agencies under this Agreement.

G. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

H. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.

I. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through the Flagstaff Fire Department.

J. The participating agencies agree to maintain/repair all items awarded to them under the grant in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official close out of the grant agreement.

K. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the grant.

L. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Flagstaff.

M. The grant award to each agency is outlined in Exhibit A.

3. Indemnification

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

4. Worker's Compensation Claims

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

5. Insurance

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

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

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

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

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

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

7. Cancellation for Conflict of Interest

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

8. Compliance with All Laws

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

9. Execution Procedure

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

10. Non-Discrimination

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

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

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

13. No Third Party Beneficiaries

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

14. Right to Enter into Additional Agreements

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

15. Waiver of Potential Conflict

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

16. Signatures

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

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

INTERGOVERNMENTAL AGREEMENT FOR ASSISTANCE TO FIREFIGHTER GRANT PROGRAM SIGNATURE PAGE

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

Party:

Authorized signatory:

Name:

Title:

Attest:

Date of formal approval by governing body:

Name:

Title:

Attorney's Approval:

Name:

Title:

Exhibit A

	Officers/Actors	total ot	Supplies	Instruction per officer	Total	90%	10%
Flagstaff Fire	62	\$198,111	\$14,751	\$86,847	\$318,690.05	\$289,718	\$28,971.79
Summit Fire	24	\$75,402	\$5,710	\$33,618	\$122,077.36	\$110,979	\$11,097.93
Highlands Fire	19	\$60,092	\$4,520	\$26,614	\$97,043.27	\$88,221	\$8,822.11
Pondarosa Fire	13	\$41,720	\$3,093	\$18,210	\$67,002.37	\$60,911	\$6,091.12
Pinewood Fire	14	\$44,782	\$3,331	\$19,611	\$72,009.19	\$65,463	\$6,546.28

Personnel	\$ 198,111
Contractual	\$ 406,894
Commodities	\$ 31,405
Indirect	\$ 40,412

Exhibit B

EWM-2022-FG-05708 Award Package added after it's a PDF.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 06/30/2023



Stacey Brechler-Knaggs
CITY OF FLAGSTAFF
FLAGSTAFF CITY HALL 211 W ASPEN AVE
FLAGSTAFF, AZ 86001

EMW-2022-FG-05708

Dear Stacey Brechler-Knaggs,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$615,293.09 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$61,529.31 for a total approved budget of \$676,822.40. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF FLAGSTAFF

UEI-EFT: XMMUMPKTLVQ3

DUNS number: 088302625

Award number: EMW-2022-FG-05708

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$420,106.40
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$31,405.00
Contractual	\$184,899.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$40,412.00
Federal	\$615,293.09
Non-federal	\$61,529.31
Total	\$676,822.40
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Training

Officer I-IV		
DESCRIPTION The Contract Instructor for 11 classes.		
QUANTITY	UNIT PRICE	TOTAL
11	\$16,809.00	\$184,899.00
BUDGET CLASS Contractual		

Officer I-IV		
DESCRIPTION Indirect cost at 6.35%		
QUANTITY	UNIT PRICE	TOTAL
1	\$40,412.00	\$40,412.00
BUDGET CLASS Indirect charges		

Officer I-IV		
DESCRIPTION Book and Copies , worksheet and class room needs		
QUANTITY	UNIT PRICE	TOTAL
11	\$2,855.00	\$31,405.00
BUDGET CLASS Supplies		

Officer I-IV		
DESCRIPTION		
Overtime Coverage of attendees (this agency) 24 officers and 9 actors 2-8 hours on average a week		
QUANTITY	UNIT PRICE	TOTAL
528	\$76.55	\$40,418.40
BUDGET CLASS		
Personnel		

Officer I-IV		
DESCRIPTION		
65 line officer from Region. 40 hours of overtime and 16 hours of coverage overtime each		
QUANTITY	UNIT PRICE	TOTAL
3,640	\$76.55	\$278,642.00
BUDGET CLASS		
Personnel		
CHANGE FROM APPLICATION		
Budget class from Contractual to Personnel		
JUSTIFICATION		
The award reflects a change in budget line item from Contractual to Personnel.		

Officer I-IV

DESCRIPTION

overtime for class attendance (This agency) 5 -8hour days per person 24 officer and 9 actors.

QUANTITY

UNIT PRICE

TOTAL

1,320

\$76.55

\$101,046.00

BUDGET CLASS

Personnel

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF FLAGSTAFF

UEI-EFT: XMMUMPKTLVQ3

DUNS number: 088302625

Award number: EMW-2022-FG-05708

Table of contents

Article	Assurances, Administrative Requirements, Cost Principles, Representations and
1	Certifications
Article	General Acknowledgements and Assurances
2	
Article	Acknowledgement of Federal Funding from DHS
3	
Article	Activities Conducted Abroad
4	
Article	Age Discrimination Act of 1975
5	
Article	Americans with Disabilities Act of 1990
6	
Article	Best Practices for Collection and Use of Personally Identifiable Information
7	
Article	Civil Rights Act of 1964 – Title VI
8	
Article	Civil Rights Act of 1968
9	
Article	Copyright
10	
Article	Debarment and Suspension
11	
Article	Drug-Free Workplace Regulations
12	
Article	Duplication of Benefits
13	
Article	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
14	
Article	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice
15	Practices to Enhance Public Trust and Public Safety
Article	Energy Policy and Conservation Act
16	
Article	False Claims Act and Program Fraud Civil Remedies
17	
Article	Federal Debt Status
18	
Article	Federal Leadership on Reducing Text Messaging while Driving
19	
Article	Fly America Act of 1974
20	
Article	Hotel and Motel Fire Safety Act of 1990
21	
Article	John S. McCain National Defense Authorization Act of Fiscal Year 2019
22	
Article	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
23	
Article	Lobbying Prohibitions
24	
Article	National Environmental Policy Act
25	

Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations	26
Article	Non-Supplanting Requirement	27
Article	Notice of Funding Opportunity Requirements	28
Article	Patents and Intellectual Property Rights	29
Article	Procurement of Recovered Materials	30
Article	Rehabilitation Act of 1973	31
Article	Reporting of Matters Related to Recipient Integrity and Performance	32
Article	Reporting Subawards and Executive Compensation	33
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	34
Article	SAFECOM	35
Article	Terrorist Financing	36
Article	Trafficking Victims Protection Act of 2000 (TVPA)	37
Article	Universal Identifier and System of Award Management	38
Article	USA PATRIOT Act of 2001	39
Article	Use of DHS Seal, Logo and Flags	40
Article	Whistleblower Protection Act	41
Article	Environmental Planning and Historic Preservation (EHP) Review	42
Article	Applicability of DHS Standard Terms and Conditions to Tribes	43
Article	Acceptance of Post Award Changes	44
Article	Disposition of Equipment Acquired Under the Federal Award	45
Article	Prior Approval for Modification of Approved Budget	46
Article	Indirect Cost Rate	47
Article	Award Performance Goals	48

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

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

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

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

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-05708	2. Amendment No. N/A	3. Recipient No. 866000244	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address CITY OF FLAGSTAFF 211 W ASPEN AVE FLAGSTAFF, AZ 86001		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Stacey Brechler-Knaggs		9a. Phone No. 9286995585	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 06/30/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/07/2023 to 07/06/2025 Budget Period 07/07/2023 to 07/06/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$615,293.09	\$615,293.09	\$61,529.31
Totals			\$0.00	\$615,293.09	\$615,293.09	\$61,529.31
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	06/30/2023

Action 8c

To: SFMD Fire Board
From: SFMD Administration
Date: October 18, 2023
Title: Review and discuss 2024 SFMD Board Meeting Calendar

Recommended Action: Approve the 2024 SFMD Board Meeting Calendar as written.

Action Summary:	Draft 2024 calendar for board meetings and budget workshops has been created. We would like to confirm dates and start times for all meetings.
Financial Impacts:	None
Relation to Goals:	Provides clear schedule for board members, staff, and public as to when the Governing Board will be meeting to discuss and make decisions on current District issues. We value the input received from the citizens of our community during board meetings.
Key Considerations:	We are required by state statute to post the upcoming dates, times, and locations of all public meetings of the governing board. In addition, it provides a way for everyone to plan their time accordingly.
Attachments:	See 2024 Calendar
Suggested Motion	I make a motion to approve the 2024 Summit Fire & Medical District Board Meeting Calendar as written. (or with the following changes)



Summit Fire and Medical District Fire Board

2024 Meeting Calendar

All meeting times and locations are proposed, and subject to change.

Station #32, 8905 Koch Field Road, Flagstaff AZ 86004 and via on-line. Time: 6:00 p.m.

January 17, 2024	Regular Board Meeting
February 21, 2024	Regular Board Meeting
February 28, 2024	Budget Workshop – Start time 2:00pm
March 20, 2024	Regular Board Meeting
April 10, 2024	Budget Workshop – Start time 2:00pm
April 17, 2024	Regular Board Meeting
May 15, 2024	Public Hearing on Proposal of Fire Chiefs Budget for 20 days posting and Regular Board Meeting
June 19, 2024	Public Hearing on Adopting Fire Chiefs Budget, and Regular Board Meeting
July 17, 2024	Regular Board Meeting
August 21, 2024	Regular Board Meeting
September 18, 2024	Regular Board Meeting
October 16, 2024	Regular Board Meeting
November 20, 2024	Regular Board Meeting (appoint Chair & Clerk)
December 18, 2023	Regular Board Meeting

Action 8d

To: SFMD Fire Board

From: SFMD Administration

Date: October 18, 2023

Title: Intergovernmental Agreement (IGA) between Woods Fire District and Summit Fire & Medical District for us to provide administrative services for Woods Fire Board.

Recommended Action: Approve the IGA as written

Action Summary: This is a renewal of an existing IGA between Woods Fire District and Summit Fire & Medical District. Administrative Assistant, Tammy Schieffer, currently provides administrative services to the Woods Fire Board.

Financial Impacts: We will receive an annual fee of \$4000.00 for her services, to be billed quarterly.

Relation to Goals: Assisting our neighboring communities is the right thing to do.

Key Considerations: We provide the Woods Board with administrative oversight for their budget preparation, public notices, open meeting law compliance, and website support. They are a small district and need a cost-effective way to manage all the necessary tasks that are required of district fire boards.

Attachments: See IGA

Suggested Motion I make a motion to approve the IGA between Woods Fire District and Summit Fire & Medical District for Fire Board administrative support services for the fiscal year 23/24.

**INTERGOVERNMENTAL AGREEMENT
FOR MANAGEMENT SERVICES
between
Woods Fire District
and
Summit Fire & Medical District**

This Intergovernmental Agreement for Fire Board Support Services (“Agreement”) is entered into this ____ day of _____, 2023, between the Woods Fire District (“WOODS”), a political subdivision of the State of Arizona, Flagstaff, Arizona, and the Summit Fire and Medical District (“SUMMIT”), a political subdivision of the State of Arizona, with offices at 8905 Koch Field Road, Flagstaff, Arizona.

RECITALS

- A. WHEREAS, WOODS and SUMMIT (which may be referred to herein individually as a “PARTY” or collectively as the “PARTIES”) desire to enter into this Agreement for Management Services; and
- B. WHEREAS, WOODS and SUMMIT desire to share Fire Board support services, including Administrative services, (“Administrative Services”) to each operate in a more efficient and cost effective manner; and
- C. WHEREAS, SUMMIT employs, on a full-time basis, an Administrative Officer with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire District; and
- D. WHEREAS, SUMMIT is willing to provide Administrative Services to WOODS in exchange for the consideration as set forth herein; and

1. PURPOSE

The purpose of this IGA is to authorize the Summit Fire & Medical District to provide Fire Board Support under the terms of this Intergovernmental Agreement for Administrative Services.

2. SCOPE

The scope of this Agreement shall include the following:

2.1 WOOD’s Responsibilities and Obligations

WOODS shall:

- 2.1.1 Permit SUMMIT to serve as administrative agent in matters of fire board services, subject to the conditions, limitations, and guidelines set forth in this Agreement.
- 2.1.2 Pay to SUMMIT such sums in consideration for its provision of Administrative Services, as outlined in this Agreement.

2.2 SUMMIT's Responsibilities and Obligations

The SUMMIT shall:

- 2.2.1 Provide Administrative Services to assist the WOODS Board of Directors including,
 - 2.2.1.1 Budget Preparation
 - 2.2.1.2 Public Notices
 - 2.2.1.3 Public Meeting/Open Meeting Law Compliance
 - 2.2.1.4 General Fire Board Support
 - 2.2.1.5 A link on website for public information

3. CONSIDERATION

In exchange for providing Administrative Services to WOODS as outlined herein, WOODS agrees to compensate SUMMIT in the sum of \$4,000.00, four thousand dollars. SUMMIT will issue a quarterly invoice. Payment will be made to Summit Fire and Medical District at 8905 Koch Field Road, Flagstaff, Arizona 86004 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 July 1, 2023 (the "Effective Date").
- 4.2 Term. The initial term of this Agreement will be for one (1) year, unless sooner terminated as provided herein.

5. GENERAL PROVISIONS

- 5.1 WOODS shall under no circumstances assume any responsibility or liability for claims or litigation that are pending against SUMMIT as of the Effective Date of this Agreement or that arise after the Effective Date of this Agreement.
- 5.2 WOODS shall not assume responsibility for payment of any debts or outstanding amounts owed by SUMMIT as of the Effective Date of this Agreement or any amounts owed by SUMMIT during the term of this Agreement.

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:

**Coconino County Attorney's Office
Paul Garns
110 E. Cherry Ave
Flagstaff AZ 86001**

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

7. LIABILITY INSURANCE

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

8. INDEMNIFICATION

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

9. INDEPENDENT CONTRACTOR STATUS

SUMMIT will operate as an independent contractor and not as an officer, agent, servant, or employee of WOODS. SUMMIT will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, SUMMIT is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law. SUMMIT has no authority to enter into contracts or agreements on behalf of WOODS, without prior and duly passed delegation of authority. This Agreement does not create a partnership between the PARTIES.

10. WORKERS' COMPENSATION COVERAGE

SUMMIT shall be considered the primary employer of personnel working with WOODS, and agrees to provide Workers' Compensation Insurance for its employees in accordance with all applicable Federal and State laws.

11. 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.

12. 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.

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. COMPLIANCE WITH ALL LAWS

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

15. EXECUTION PROCEDURE

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

16. 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.

17. CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

- 17.1 Pursuant to the requirements of A.R.S. § 35-393.01(A), SUMMIT hereby certifies that SUMMIT is not currently engaged in a boycott of Israel. SUMMIT further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of SUMMIT (if any) are currently engaged in a boycott of Israel. SUMMIT further and additionally agrees that for the duration of this Agreement, neither SUMMIT, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of SUMMIT (if any) shall engage in a boycott of Israel.
- 17.2 For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
- 17.2.1 in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or
 - 17.2.2 in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

18. 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.

19. 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.

20. 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.

21. 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.* SUMMIT shall comply with WOODS Records Retention Policy regarding all records associated with the performance of this Agreement.

22. GOVERNING LAW

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

23. COMPLIANCE WITH ALL LAWS

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

24. WAIVER OF POTENTIAL CONFLICT

Both parties consent to the Coconino County Attorney's Office representing the SUMMIT FIRE AND MEDICAL DISTRICT and the WOODS FIRE DISTRICT and acknowledge that they have both been advised of the potential for conflicts of interest, including the specific advantages and risks involved with joint representation, and potential consequences that would be created by future conflicts, if any should arise. For instance, both parties were instructed that although joint representation could yield a cost savings on attorneys' fees and also result in easier coordination, no one parties' interests could be advocated above that of the others by the attorney. It was explained to both parties that this could result in less favorable terms for either one or the other party, because negotiations could not be conducted in a partisan manner with the assistance of counsel. It was further explained to both parties that joint representation would result in the loss of confidentiality as to each other with regard to the subject matter of the joint representation. It was further explained that if the joint representation should result in an irreconcilable conflict in the future, which required one party to file a lawsuit against the other with respect to the subject matter of the joint representation, or else resulted from another non-waivable conflict, then the Coconino County Attorney's Office would be required to withdraw from representing both parties, and both parties would have to incur the expense of retaining new, replacement counsel. The parties additionally acknowledge that they have been advised and are aware that the Coconino County Attorney does represent several fire districts, including the undersigned. Both parties additionally acknowledge that they have the right to independent counsel to review this Agreement and/or the Coconino County Attorney's Office's joint representation in this matter, and have consulted such counsel, or have waived the right to consult such counsel. Both parties further acknowledge that they understand their rights, and notwithstanding this disclosure, do hereby confirm their waiver any conflict of interest that may arise by reason of the Coconino County Attorney's Office's representation of the undersigned in this matter, and consent to the joint representation of both parties by the Coconino County Attorney's Office.

25. 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.

Woods Fire District

Board Chair

Attest:

WOODS Clerk

Approved as to form and within authority:

Paul Garns
Deputy County Attorney
Coconino County Attorney's Office
Counsel for WOODS & SUMMIT

Summit Fire & Medical District

Board Chair

Attest:

SUMMIT Clerk