



PUBLIC NOTICE
REGULAR BOARD MEETING AGENDA
Wednesday, April 16, 2025
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=dIVDTzJzOHRRZWthaGdnU0gyTWtkQT09)

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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, April 16, 2025, at 6:00 p.m. The meeting will be held in person and remotely through technological means (see above).** The meeting room will be open to the public at 5:30pm. 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. 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.**

5. **CONSENT AGENDA** – Items on the consent agenda are of a routine nature or have been previously studied by the Governing Board. Items on the Consent agenda are intended to be acted upon in one motion unless the Board wishes to hear any of the items separately.
 - a. Discussion and Approval of the Regular Board Meeting Minutes of March 19, 2025
 - b. Approval of Reconciliations and Financial Reports for March 2025.

6. **Current Events Summaries, Reports, and/or Correspondence**– In accordance with A.R.S. 38-431.02(K), ***the Board shall not propose, discuss, deliberate, or take legal action*** on any matter in the following summaries:
 - a. Monthly Run Report – On Duty Battalion Chief
 - b. Monthly Chief Updates
 - Chief Gaillard
 - Chief Wilson: JPA Update, MOU/Budget discussion update/progress
 - c. Local 1505 Update – Union Representative
 - d. Coconino County Update

7. **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. BC Oltrogge will be discussing **Wildfire Preparedness** and the state of the Federal presence here in the region.
 - b. Review, discuss, and possible action on approval of the renewal **IGA between the City of Flagstaff and Summit Fire & Medical, for dispatch services.**

8. **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 April 15, 2025, 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, March 19, 2025

Station 32, 8905 Koch Field Road, Flagstaff AZ

- **CALL TO ORDER**

Board Chair Timney called the Regular Board Meeting to order at 6:02 pm.

- **ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM**

Members Present: Chair Timney, Board Members S. Walton, R. Parker, R. Faus, M. DiVittorio

Members Absent: None

Administration: FC Gaillard, DC Wilson, DC Fennell, BC Palm, V Fennema, T Schieffer, T. Carter

- **Pledge of Allegiance**

- **CALL TO THE PUBLIC – N/A**

- **CONSENT AGENDA**

- Discussion and Approval of the Regular Board Meeting Minutes of February 19, 2025
- Discussion and Approval of the Budget Workshop Meeting Minutes of March 05, 2025
- Approval of Reconciliations and Financial Reports for February 2025.

Board Member Rick Parker motioned to approve the minutes from February 19 and March 5 meetings, and the financial reports for February 2025. Robb Faus seconded the motion.

Vote Conducted. MOTION PASSED unanimously.

AYES: Walton, Timney, Faus, Parker, DiVittorio

NAYES: None

- **Current Events Summaries, Reports, and/or Correspondence**

a. Monthly Run Report: BC Palm reported:

- Run report for February 2025. Total of 85 incidents, with 62 being emergent calls. Call distribution is as follows: District 31 had 33 calls, District 32 had 46, and District 37 had 11.
- Avg response times: Sta# 31 at 7.52 min, #32 at 9.51 mins, and #37 at 2.45.
- Auto aid given by us: 13; Auto aid we received: 3. Mutual Aid to CCSO: 1.

b. Monthly Chief Updates:

FC Gaillard

- Met with the Navajo Nation Gaming folks, very informative. Next month I maybe working with the attorney to talk about a formal agreement between Summit and the Navajo Nation. My intent is to get the deal points together and come back to the board to make sure we have in place what is needed and wanted by you.

DC Wilson

- JPA Update: A decision was made to hold the City Council and Summit Board meetings separately when the presentation is done. We will let the board know when that meeting gets scheduled.
 - MOU/budget discussion update: Viv and I are working on the budget planning process. One item to mention is our Health Benefits are going up approx. 15% this year. Looking at multiple providers for quotes as well. We are still trying to meet Labor goals of covering employee benefits while still

addressing market increases. We will be having a meeting with Labor to update the MOU this year.

DC Fennell

- Recruitment process still open. Academy starting in July will have 11 participants from all partners including ARFF and Pinewood.

Labor 1505: N/A

- **NEW BUSINESS / ACTION ITEMS**

- a. Tim Carter, Deputy Director for County Emergency Management, gave a presentation on the many enhancements that EM has done to grow the emergency response capabilities for the County during an emergency. Most everything from signing up for emergency alerts, to locating your evacuation zone can be done via the County website.
 - a. One change to the County Stage 1 Fire Restrictions is that as long as you have a 15 ft clearance around your fire pit you can burn wood in it during Stage 1.
 - b. EM also has large Ziplock type bags that tell you what to put in it to make it a GO BAG.
- b. Paul Oltrogge is being rescheduled to next month's board meeting.
- c. Approval of updates on Board Policy #501.

Motion was made by board member Parker, seconded by board member Faus.

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Walton, Faus, DiVittorio, and Parker

- **Fire Board Comments:**

- FUTURE AGENDA ITEM: N/A

Board Members were reminded to check their SFMD email accounts for all electronic correspondence from Fire Admin, and also to restart their Surface Pros at least once a week.

We also reviewed the rules to follow during "Board Comments" (no back and forth conversation. BM's can ask staff to add an item or address a concern at a future board meeting and it must be agendaized).

- **ADJOURNMENT:** Board Meeting adjourned at 7:36 pm

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

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Faus, Walton, Parker, and DiVittorio

Respectfully submitted by:

Robb Faus, Board Clerk

Summit Fire & Medical District Account Balances

Registered Balance	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025
Budget Stabilization	\$2,621,004.43	\$2,212,805.86	\$1,962,770.05	\$2,838,380.81	\$4,627,996.44	\$4,463,039.82	\$3,914,399.35	\$3,723,550.57	\$3,475,296.61			
OWA	\$206,544.54	\$235,968.53	\$216,167.41	\$212,580.92	\$239,762.02	\$240,198.58	\$224,931.34	\$265,562.22	\$265,954.97			
Petty Cash	\$1,903.94	\$2,084.69	\$2,034.69	\$3,228.43	\$3,077.90	\$3,399.34	\$3,825.18	\$3,975.18	\$555.18			
Capital	\$120,044.52	\$120,171.16	\$120,413.24	\$120,813.32	\$120,910.62	\$121,146.50	\$246,881.28	\$247,159.16	\$693,502.60			
Westside Capital	\$438,719.52	\$439,137.57	\$440,022.22	\$441,484.21	\$441,839.75	\$442,701.72	\$445,386.82	\$445,952.45	\$705.44			
Emergency	\$269,075.35	\$269,331.75	\$269,874.32	\$270,770.98	\$270,989.04	\$271,517.70	\$373,164.52	\$373,609.91	\$374,200.93			
Debt Services / GO	\$12,593.23	\$13,076.01	\$16,273.50	\$67,426.55	\$143,645.76	\$109,852.61	\$114,623.64	\$119,407.94	\$126,537.75			
Contingency / COP	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90	\$1,671,508.82	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90			
TOTAL	\$5,447,090.43	\$5,069,780.47	\$4,804,760.33	\$5,731,890.12	\$7,625,426.43	\$7,323,365.09	\$7,100,417.03	\$6,956,422.33	\$6,713,958.38	\$0.00	\$0.00	\$0.00

at end of month

ACTUALS	YTD actuals	YTD Budgeted	Over / Under	% of Budget
Revenue	\$4,812,518.74	\$5,710,531.37	-\$898,012.63	84%
Expenses	\$4,214,790.30	\$3,998,149.30	\$216,641.00	105%
Net Income	\$597,728.44	\$1,712,382.07	-\$1,114,653.63	35%

October: NO FDAT revenue. (-80K from last year); -240k Grant funds last year; W/C 60k more this year; Dispatch 78k from last year hit, Feasibility Study 11k
Budgeted Revenue for Oct: Grants Income 183,334; OWA income 226735.65 = \$410,069 less revenue

Dec 2024: GO bond payment \$48,400, COP payment \$105, 696.08 (County failed to make transfer from Budget Stab acct to Contingency Acct to cover payment. Will see it this next month)

Jan 2025: Transfers from BS to Capital \$125k; 100k to Emergency; \$105,696.08 to Contingency

March 2025: transferred bulk of Westside to Capital, Interest had to post, then we can transfer that and close it.

Summit Fire District Profit & Loss Budget vs. Actual July 2024 through March 2025

	<u>Jul '24 - Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	4,016,165.89	4,076,709.97	-60,544.08	98.52%
1102 FDAT	263,862.45	263,929.18	-66.73	99.98%
1103 Delinquent Property Tax	60,679.26	43,041.13	17,638.13	140.98%
Total 1100 TAX REVENUE	<u>4,340,707.60</u>	<u>4,383,680.28</u>	<u>-42,972.68</u>	<u>99.02%</u>
1200 GRANTS				
1210 Other Grants	0.00	412,500.01	-412,500.01	0.0%
Total 1200 GRANTS	<u>0.00</u>	<u>412,500.01</u>	<u>-412,500.01</u>	<u>0.0%</u>
1300 MISC INCOME				
1301 OWA Income	158,041.11	712,500.12	-554,459.01	22.18%
1302 Interest	83,767.38	77,691.33	6,076.05	107.82%
1303 Donations	200.00	0.00	200.00	100.0%
1304 Contracts with Towers	30,737.77	30,460.41	277.36	100.91%
1305 Out of District Calls	520.00	1,345.50	-825.50	38.65%
1308 Service Subscriptions	5,669.81	1,500.00	4,169.81	377.99%
1310 Misc. Income	10,642.13	3,000.01	7,642.12	354.74%
1311 Maint Facility Income	88,301.81	45,263.51	43,038.30	195.08%
1312 Community Room Rental	3,317.89	2,590.20	727.69	128.09%
1314 Insurance Proceed Income	7,454.22			
1315 SSFND-Smart & Safe AZ Fund	46,059.02	40,000.00	6,059.02	115.15%
1300 MISC INCOME - Other	0.00	0.00	0.00	0.0%
Total 1300 MISC INCOME	<u>434,711.14</u>	<u>914,351.08</u>	<u>-479,639.94</u>	<u>47.54%</u>
1313 Gain on Sale - Audit Adjus	37,100.00			
Total Income	<u>4,812,518.74</u>	<u>5,710,531.37</u>	<u>-898,012.63</u>	<u>84.27%</u>
Gross Profit	4,812,518.74	5,710,531.37	-898,012.63	84.27%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	1,020.00	100.93	919.07	1,010.6%
2009. 2 Acting Captain	5,013.00	1,396.29	3,616.71	359.02%
2009.3 Acting Engineer	5,817.00	1,431.75	4,385.25	406.29%
Total 2009 Acting Pay	<u>11,850.00</u>	<u>2,928.97</u>	<u>8,921.03</u>	<u>404.58%</u>
2032 OWA Backfill	8,206.32	0.00	8,206.32	100.0%
2033 OWA OT	45,768.87	5,698.62	40,070.25	803.16%
2034 OWA Eng Boss	740.00	0.00	740.00	100.0%
2035 OWA Payroll	17,525.08	6,316.66	11,208.42	277.44%
2036 OWA Single Resource OT	17,619.03	92,382.46	-74,763.43	19.07%
2037 OWA Holiday Pay	0.00	0.00	0.00	0.0%
2070 Battalion Chief	179,197.02	201,822.21	-22,625.19	88.79%
2071 Administrative Officer	49,405.73	51,447.24	-2,041.51	96.03%

Summit Fire District Profit & Loss Budget vs. Actual July 2024 through March 2025

	Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
2072 Admin Assistant II	31,395.07	39,425.85	-8,030.78	79.63%
2073 EVT Mechanic III	49,314.95	50,878.62	-1,563.67	96.93%
2073.2 EVT Mechanic II	43,783.79	48,372.75	-4,588.96	90.51%
2075 Captains	476,655.73	550,957.50	-74,301.77	86.51%
2076 Engineer	391,655.34	342,000.00	49,655.34	114.52%
2077 Firefighters	523,350.00	581,661.00	-58,311.00	89.98%
2080 Mileage	133.33			
2081 FLSA	45,317.60	35,577.70	9,739.90	127.38%
2082 Overtime				
2082.1 OT FireOfficer 1	0.00	0.00	0.00	0.0%
2082.2 OT FireOfficer Recall	-36,091.71	0.00	-36,091.71	100.0%
2082 Overtime - Other	241,629.85	292,071.36	-50,441.51	82.73%
Total 2082 Overtime	205,538.14	292,071.36	-86,533.22	70.37%
2083 Vacation Leave	133,160.68	111,456.21	21,704.47	119.47%
2084 Sick Leave	55,194.22	72,317.48	-17,123.26	76.32%
2088 Holiday Pay	25,924.09	23,350.98	2,573.11	111.02%
2099.1 Vacation Leave Payout	16,158.96	2,637.40	13,521.56	612.69%
2099.2 Sick Leave Payout	25,181.04	11,931.47	13,249.57	211.05%
Total 2000 PERSONNEL SALARIES	2,353,074.99	2,523,234.48	-170,159.49	93.26%
2080 PSPRS	0.00	0.00	0.00	0.0%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	25,506.33	11,917.44	13,588.89	214.03%
2202 NationW - Tier 2 FD	2,202.99	1,841.00	361.99	119.66%
2203 NationW DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	84,915.85	119,878.81	-34,962.96	70.84%
2207 PSPRS - Hybrid Tier 3FD	-1,213.37			
2208 PSPRS - Tier 1A & 2 FD	9,966.87	9,267.38	699.49	107.55%
2209 PSPRS DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2209.1 PSPRS DC ONLY 3 FD Disab	0.00	0.00	0.00	0.0%
2210.2 PSPRS - DB Tier 3	76,226.04	71,705.07	4,520.97	106.31%
2215 ASRS	24,962.55	20,900.52	4,062.03	119.44%
2200 PENSION - Other	1,750.00	1,600.00	150.00	109.38%
Total 2200 PENSION	224,317.26	237,110.22	-12,792.96	94.61%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	184,748.00	135,678.00	49,070.00	136.17%
2303 Social Security	13,948.36	16,661.53	-2,713.17	83.72%
2304 Medicare	33,688.77	31,161.87	2,526.90	108.11%
2305 Direct Deposit	814.16	-330.00	1,144.16	-246.72%
Total 2300 PAYROLL EXPENSES	233,199.29	183,171.40	50,027.89	127.31%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	230,783.82	200,611.65	30,172.17	115.04%

Summit Fire District Profit & Loss Budget vs. Actual July 2024 through March 2025

	Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
2402 Dental Insurance	12,128.62	11,090.05	1,038.57	109.37%
2404 Life Insurance	3,111.26	3,131.27	-20.01	99.36%
2405 Vision Insurance	2,067.00	2,018.79	48.21	102.39%
Total 2400 PERSONNEL INSURANCE	248,090.70	216,851.76	31,238.94	114.41%
2500 CONTRACTUALS				
2501 COP Payment	105,696.08	105,697.50	-1.42	100.0%
2502 Legal Expenses by SFMD	0.00	0.00	0.00	0.0%
2503 Broker Fees Medical Ins				
2503.1 East Flag Medical-Croft	3,850.00	1,800.00	2,050.00	213.89%
2503.2 Cancer Screening	2,890.58	1,247.82	1,642.76	231.65%
2503 Broker Fees Medical Ins - O	7,180.00	7,080.00	100.00	101.41%
Total 2503 Broker Fees Medical Ins	13,920.58	10,127.82	3,792.76	137.45%
2503.1 Fit for Duty Expenses	0.00	0.00	0.00	0.0%
2504 Audit	18,025.00	17,730.00	295.00	101.66%
2509 Admin Service Contracts	1,850.00	850.00	1,000.00	217.65%
2510 FLAGIT Contract Services	17,506.45	18,883.15	-1,376.70	92.71%
2511 Software Contracts				
2511.10 Fire Manager Software	4,117.00	0.00	4,117.00	100.0%
2511.11 Flagit Additional Svc	0.00	0.00	0.00	0.0%
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	1,226.44	2,591.65	-1,365.21	47.32%
2511.5 Avenza Maps for IPAD	0.00	0.00	0.00	0.0%
2511.6 PS Trax Eng, SCBA, PPE,	0.00	288.00	-288.00	0.0%
2511.7 Upkeep	0.00	0.00	0.00	0.0%
2511.8 EMC2 Software	3,500.00	0.00	3,500.00	100.0%
2511.9 ESO Software	7,391.37	7,864.55	-473.18	93.98%
2511 Software Contracts - Other	7,827.84	7,275.28	552.56	107.6%
Total 2511 Software Contracts	24,062.65	18,019.48	6,043.17	133.54%
2514 Bid & Vehicle Insurance	86,804.00	66,081.00	20,723.00	131.36%
2515 IGA Services				
2515.1 Fire Chief	71,250.00	71,250.00	0.00	100.0%
2515.2 Dispatch	116,826.75	27,436.58	89,390.17	425.81%
2515.3 Training Coordinator	0.00	22,161.55	-22,161.55	0.0%
Total 2515 IGA Services	188,076.75	120,848.13	67,228.62	155.63%
2517 EMS Fees & Maint Agreement	650.00			
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	250.00	250.00	0.00	100.0%
2519.4 PFAC	0.00	0.00	0.00	0.0%
2519.5 Other (Feasability Study)	13,488.44	14,000.00	-511.56	96.35%

Summit Fire District Profit & Loss Budget vs. Actual July 2024 through March 2025

	<u>Jul '24 - Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
2519.6 Sam's Club Membership	0.00	0.00	0.00	0.0%
2519 Memberships & Subscriptior	248.00	0.00	248.00	100.0%
Total 2519 Memberships & Subscriptic	13,986.44	14,250.00	-263.56	98.15%
2520 Computers, Printers	0.00	410.34	-410.34	0.0%
2530 New Hire NTN, Fingerprints	0.00	0.00	0.00	0.0%
Total 2500 CONTRACTUALS	470,577.95	372,897.42	97,680.53	126.2%
3000 FLEET SERVICES				
3005 Training-Certificates	0.00	0.00	0.00	0.0%
3010 Shop Uniforms	3,663.07	4,739.67	-1,076.60	77.29%
3015 Outside Repairs for SFMD	0.00	3,985.10	-3,985.10	0.0%
3020 Parts for SFMD Vehicles	29,164.73	48,146.68	-18,981.95	60.58%
3025 Shop Outside Customer Exp	38,130.33	0.00	38,130.33	100.0%
3030 EVT Tool Allowance	2,388.71	1,499.94	888.77	159.25%
Total 3000 FLEET SERVICES	73,346.84	58,371.39	14,975.45	125.66%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	63.39	0.00	63.39	100.0%
3110.2 Ladder Testing	873.60	599.98	273.62	145.61%
3110.3 Foam	0.00	0.00	0.00	0.0%
3110.4 Bar Oil, Fuel Power Equi	234.65	336.20	-101.55	69.8%
3110.5 Nozzles, Hoses etc	0.00	0.00	0.00	0.0%
3110 Apparatus Equipment - Othe	10,980.82	14,250.01	-3,269.19	77.06%
Total 3110 Apparatus Equipment	12,152.46	15,186.19	-3,033.73	80.02%
3115 Communication-Radios	20,364.24	12,078.97	8,285.27	168.59%
3120 SCBA	8,752.91	3,922.30	4,830.61	223.16%
Total 3100 EQUIPMENT	41,269.61	31,187.46	10,082.15	132.33%
3200 SUPPLIES				
3210 EMS Program	37,267.18	16,353.60	20,913.58	227.88%
3212 PPE Program	59,843.63	47,655.13	12,188.50	125.58%
3215 Training Supplies	0.00	5,569.54	-5,569.54	0.0%
3220 Office Supplies	6,620.11	6,005.00	615.11	110.24%
3225 BLD/Land Maint.	59,827.71	24,375.01	35,452.70	245.45%
3227 Procurement	9,348.64	9,000.00	348.64	103.87%
3235 PIO / Pub ED	2,560.93	1,900.00	660.93	134.79%
3241 Honor Guard	1,243.93	5,400.00	-4,156.07	23.04%
Total 3200 SUPPLIES	176,712.13	116,258.28	60,453.85	152.0%
3300 UNIFORMS				
3310 Uniforms - SFMD	16,085.56	37,275.02	-21,189.46	43.15%
3312 Class AB Uniform	0.00	0.00	0.00	0.0%
3325 PPE	16,290.00	0.00	16,290.00	100.0%
3330 - Boots	1,731.88			
3350 New Hire Expenses	493.70	1,200.00	-706.30	41.14%

Summit Fire District Profit & Loss Budget vs. Actual July 2024 through March 2025

	<u>Jul '24 - Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total 3300 UNIFORMS	34,601.14	38,475.02	-3,873.88	89.93%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	14,818.91	14,599.53	219.38	101.5%
3405 Health & Safety				
3405.1 Annual Physicals	-51.74	1,170.56	-1,222.30	-4.42%
3405.2 Staff Counseling	40,987.00	49,213.50	-8,226.50	83.28%
3405.3 Stress Test	1,816.00	595.00	1,221.00	305.21%
3405.4 New Hire Physicals & Men	2,525.81	4,482.00	-1,956.19	56.36%
3405.6 New Hire Mental Check	0.00	0.00	0.00	0.0%
3405.7 Family & Child Counsel	0.00	0.00	0.00	0.0%
3405 Health & Safety - Other	0.00	175.00	-175.00	0.0%
Total 3405 Health & Safety	<u>45,277.07</u>	<u>55,636.06</u>	<u>-10,358.99</u>	<u>81.38%</u>
Total 3400 FITNESS-HEALTH & SAFETY	<u>60,095.98</u>	<u>70,235.59</u>	<u>-10,139.61</u>	<u>85.56%</u>
3500 Wildland SFMD				
3501 New Equipment-Uniforms	3,301.72	8,208.76	-4,907.04	40.22%
3502 Maintenance Replacement	0.00	0.00	0.00	0.0%
3500 Wildland SFMD - Other	0.00	0.00	0.00	0.0%
Total 3500 Wildland SFMD	<u>3,301.72</u>	<u>8,208.76</u>	<u>-4,907.04</u>	<u>40.22%</u>
4000 UTILITIES				
4005 Fuel for Apparatus	21,842.67	29,273.18	-7,430.51	74.62%
4010 Electric	19,993.90	21,000.01	-1,006.11	95.21%
4015 Gas / Propane	17,901.90	17,090.90	811.00	104.75%
4020 Water	11,473.99	11,100.10	373.89	103.37%
4025 Phones / Internet / TV	24,292.89	26,041.86	-1,748.97	93.28%
4030 Trash Pickup	6,483.99	4,844.81	1,639.18	133.83%
4050 Radio Site Rental Elden	2,937.53	3,025.00	-87.47	97.11%
Total 4000 UTILITIES	<u>104,926.87</u>	<u>112,375.86</u>	<u>-7,448.99</u>	<u>93.37%</u>
4100 Training and Travel				
4105 Training Registration	11,695.81	3,678.00	8,017.81	317.99%
4110 Lodging	3,668.20	3,730.41	-62.21	98.33%
4115 Food	1,696.53	1,384.06	312.47	122.58%
4120 Supplies/Vent	0.00	0.00	0.00	0.0%
4125 Travel Fuel Rentals Air	985.25	1,499.00	-513.75	65.73%
4130 Tuition Reimbursement	0.00	5,000.00	-5,000.00	0.0%
Total 4100 Training and Travel	<u>18,045.79</u>	<u>15,291.47</u>	<u>2,754.32</u>	<u>118.01%</u>
4200 OWA Expenses				
4230 OWA Exp.	20,968.80	0.00	20,968.80	100.0%
Total 4200 OWA Expenses	<u>20,968.80</u>	<u>0.00</u>	<u>20,968.80</u>	<u>100.0%</u>
4300 INTERST / FEES				
4315 Interest / Fees	31.71	250.00	-218.29	12.68%
Total 4300 INTERST / FEES	<u>31.71</u>	<u>250.00</u>	<u>-218.29</u>	<u>12.68%</u>
4500 Grant Expenses				

Summit Fire District Profit & Loss Budget vs. Actual July 2024 through March 2025

	Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
4510 Other Grants	0.00	0.00	0.00	0.0%
Total 4500 Grant Expenses	0.00	0.00	0.00	0.0%
5000 CAPITAL				
5010 Vehicle/Equip Payments	114,424.32	0.00	114,424.32	100.0%
Total 5000 CAPITAL	114,424.32	0.00	114,424.32	100.0%
9999 Suspense	325.94			
Payroll Expenses	22,918.71	14,230.19	8,688.52	161.06%
Reconciliation Discrepancies	14,560.55	0.00	14,560.55	100.0%
Total Expense	4,214,790.30	3,998,149.30	216,641.00	105.42%
Net Ordinary Income	597,728.44	1,712,382.07	-1,114,653.63	34.91%
Net Income	597,728.44	1,712,382.07	-1,114,653.63	34.91%

Summit Fire District Profit & Loss Budget vs. Actual March 2025

	Mar 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	178,096.16	257,537.17	-79,441.01	69.15%
1102 FDAT	15,372.27	11,859.00	3,513.27	129.63%
1103 Delinquent Property Tax	117.38	341.33	-223.95	34.39%
Total 1100 TAX REVENUE	193,585.81	269,737.50	-76,151.69	71.77%
1200 GRANTS				
1210 Other Grants	0.00	45,833.33	-45,833.33	0.0%
Total 1200 GRANTS	0.00	45,833.33	-45,833.33	0.0%
1300 MISC INCOME				
1301 OWA Income	0.00	79,166.68	-79,166.68	0.0%
1302 Interest	8,145.35	8,632.37	-487.02	94.36%
1303 Donations	0.00	0.00	0.00	0.0%
1304 Contracts with Towers	2,361.11	3,384.49	-1,023.38	69.76%
1305 Out of District Calls	0.00	149.50	-149.50	0.0%
1310 Misc. Income	-5,000.00	333.33	-5,333.33	-1,500.02%
1311 Maint Facility Income	8,747.10	24,516.14	-15,769.04	35.68%
1312 Community Room Rental	400.00	100.00	300.00	400.0%
1315 SSFND-Smart & Safe AZ Fund	0.00	0.00	0.00	0.0%
Total 1300 MISC INCOME	14,653.56	116,282.51	-101,628.95	12.6%
Total Income	208,239.37	431,853.34	-223,613.97	48.22%
Gross Profit	208,239.37	431,853.34	-223,613.97	48.22%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	108.00	0.00	108.00	100.0%
2009. 2 Acting Captain	360.00	90.00	270.00	400.0%
2009.3 Acting Engineer	552.00	277.50	274.50	198.92%
Total 2009 Acting Pay	1,020.00	367.50	652.50	277.55%
2032 OWA Backfill	0.00	0.00	0.00	0.0%
2033 OWA OT	0.00	0.00	0.00	0.0%
2035 OWA Payroll	0.00	0.00	0.00	0.0%
2036 OWA Single Resource OT	0.00	0.00	0.00	0.0%
2070 Battalion Chief	15,214.83	22,424.69	-7,209.86	67.85%
2071 Administrative Officer	5,276.64	5,716.36	-439.72	92.31%
2072 Admin Assistant II	3,285.49	4,380.65	-1,095.16	75.0%
2073 EVT Mechanic III	4,892.17	5,653.18	-761.01	86.54%
2073.2 EVT Mechanic II	4,961.30	5,374.75	-413.45	92.31%
2075 Captains	50,474.44	61,217.50	-10,743.06	82.45%
2076 Engineer	39,910.57	38,000.00	1,910.57	105.03%
2077 Firefighters	48,174.83	64,629.00	-16,454.17	74.54%

Summit Fire District Profit & Loss Budget vs. Actual March 2025

	Mar 25	Budget	\$ Over Budget	% of Budget
2081 FLSA	7,622.60	3,429.80	4,192.80	222.25%
2082 Overtime				
2082.1 OT FireOfficer 1	0.00	0.00	0.00	0.0%
2082 Overtime - Other	24,108.38	36,925.95	-12,817.57	65.29%
Total 2082 Overtime	24,108.38	36,925.95	-12,817.57	65.29%
2083 Vacation Leave	17,298.43	13,510.76	3,787.67	128.03%
2084 Sick Leave	1,693.09	3,894.04	-2,200.95	43.48%
2088 Holiday Pay	0.00	188.88	-188.88	0.0%
2099.1 Vacation Leave Payout	7,312.94	0.00	7,312.94	100.0%
2099.2 Sick Leave Payout	310.17			
Total 2000 PERSONNEL SALARIES	231,555.88	265,713.06	-34,157.18	87.15%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	2,665.41	1,324.16	1,341.25	201.29%
2202 NationW - Tier 2 FD	221.43	264.64	-43.21	83.67%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	6,667.16	15,221.35	-8,554.19	43.8%
2207 PSPRS - Hybrid Tier 3FD	-125.24			
2208 PSPRS - Tier 1A & 2 FD	998.64	1,306.46	-307.82	76.44%
2210.2 PSPRS - DB Tier 3	7,898.46	8,968.58	-1,070.12	88.07%
2215 ASRS	2,392.62	2,322.28	70.34	103.03%
Total 2200 PENSION	20,718.48	29,407.47	-8,688.99	70.45%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	0.00	0.00	0.00	0.0%
2303 Social Security	1,183.08	1,129.82	53.26	104.71%
2304 Medicare	3,266.71	3,437.41	-170.70	95.03%
2305 Direct Deposit	0.00	-330.00	330.00	0.0%
Total 2300 PAYROLL EXPENSES	4,449.79	4,237.23	212.56	105.02%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	22,331.56	21,584.00	747.56	103.46%
2402 Dental Insurance	1,208.22	1,164.00	44.22	103.8%
2404 Life Insurance	315.12	323.20	-8.08	97.5%
2405 Vision Insurance	202.80	208.00	-5.20	97.5%
Total 2400 PERSONNEL INSURANCE	24,057.70	23,279.20	778.50	103.34%
2500 CONTRACTUALS				
2501 COP Payment	0.00	0.00	0.00	0.0%
2503 Broker Fees Medical Ins				
2503.1 East Flag Medical-Croft	0.00	0.00	0.00	0.0%
2503.2 Cancer Screening	0.00	1,247.82	-1,247.82	0.0%
2503 Broker Fees Medical Ins -	800.00	800.00	0.00	100.0%
Total 2503 Broker Fees Medical Ins	800.00	2,047.82	-1,247.82	39.07%
2509 Admin Service Contracts	1,000.00			
2510 FLAGIT Contract Services	2,118.15	2,163.15	-45.00	97.92%

Summit Fire District Profit & Loss Budget vs. Actual March 2025

	Mar 25	Budget	\$ Over Budget	% of Budget
2511 Software Contracts				
2511.2 Quickbooks Software	0.00	0.00	0.00	0.0%
2511.4 Misc. Software	479.70	1,439.10	-959.40	33.33%
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 Software Contracts - Other	1,030.50	743.66	286.84	138.57%
Total 2511 Software Contracts	1,510.20	2,182.76	-672.56	69.19%
2514 Bld & Vehicle Insurance	0.00	0.00	0.00	0.0%
2515 IGA Services				
2515.1 Fire Chief	71,250.00	0.00	71,250.00	100.0%
2515.2 Dispatch	18,420.00			
Total 2515 IGA Services	89,670.00	0.00	89,670.00	100.0%
2519 Memberships & Subscription				
2519.1 AFDA	0.00	0.00	0.00	0.0%
2519.3 AZ Fire Chiefs Assoc	0.00	0.00	0.00	0.0%
2519.5 Other (Feasibility Study	0.00	0.00	0.00	0.0%
2519 Memberships & Subscripti	0.00	0.00	0.00	0.0%
Total 2519 Memberships & Subscrip	0.00	0.00	0.00	0.0%
Total 2500 CONTRACTUALS	95,098.35	6,393.73	88,704.62	1,487.37%
3000 FLEET SERVICES				
3010 Shop Uniforms	331.44	526.63	-195.19	62.94%
3015 Outside Repairs for SFMD	0.00	0.00	0.00	0.0%
3020 Parts for SFMD Vehicles	2,497.77	4,588.67	-2,090.90	54.43%
3025 Shop Outside Customer Exp	-101.56	0.00	-101.56	100.0%
3030 EVT Tool Allowance	340.03	166.66	173.37	204.03%
Total 3000 FLEET SERVICES	3,067.68	5,281.96	-2,214.28	58.08%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	63.39	0.00	63.39	100.0%
3110.4 Bar Oil, Fuel Power Equi	0.00	336.20	-336.20	0.0%
3110 Apparatus Equipment - Otl	796.58	1,583.33	-786.75	50.31%
Total 3110 Apparatus Equipment	859.97	1,919.53	-1,059.56	44.8%
3115 Communication-Radios	20,348.95	3,994.96	16,353.99	509.37%
3120 SCBA	5,547.99	0.00	5,547.99	100.0%
Total 3100 EQUIPMENT	26,756.91	5,914.49	20,842.42	452.4%
3200 SUPPLIES				
3210 EMS Program	4,084.67	488.13	3,596.54	836.8%
3212 PPE Program	930.70	0.00	930.70	100.0%
3220 Office Supplies	1,836.11	665.00	1,171.11	276.11%
3225 BLD/Land Maint.	2,899.07	2,708.33	190.74	107.04%
3227 Procurement	1,898.47	1,000.00	898.47	189.85%
3235 PIO / Pub ED	0.00	200.00	-200.00	0.0%

Summit Fire District Profit & Loss Budget vs. Actual March 2025

	Mar 25	Budget	\$ Over Budget	% of Budget
3241 Honor Guard	0.00	600.00	-600.00	0.0%
Total 3200 SUPPLIES	11,649.02	5,661.46	5,987.56	205.76%
3300 UNIFORMS				
3310 Uniforms - SFMD	124.00	4,141.66	-4,017.66	2.99%
3325 PPE	0.00	0.00	0.00	0.0%
Total 3300 UNIFORMS	124.00	4,141.66	-4,017.66	2.99%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	0.00	1,622.17	-1,622.17	0.0%
3405 Health & Safety				
3405.1 Annual Physicals	227.56	900.00	-672.44	25.28%
3405.2 Staff Counseling	10,336.75	0.00	10,336.75	100.0%
3405.3 Stress Test	116.00	0.00	116.00	100.0%
3405.4 New Hire Physicals & Me	0.00	0.00	0.00	0.0%
3405 Health & Safety - Other	0.00	0.00	0.00	0.0%
Total 3405 Health & Safety	10,680.31	900.00	9,780.31	1,186.7%
Total 3400 FITNESS-HEALTH & SAFETY	10,680.31	2,522.17	8,158.14	423.46%
3500 Wildland SFMD				
3501 New Equipment-Uniforms	2,254.18	912.08	1,342.10	247.15%
3502 Maintenance Replacement	0.00	0.00	0.00	0.0%
Total 3500 Wildland SFMD	2,254.18	912.08	1,342.10	247.15%
4000 UTILITIES				
4005 Fuel for Apparatus	2,486.20	2,223.31	262.89	111.82%
4010 Electric	1,972.18	2,333.33	-361.15	84.52%
4015 Gas / Propane	1,708.04	2,389.32	-681.28	71.49%
4020 Water	1,517.90	1,054.68	463.22	143.92%
4025 Phones / Internet / TV	2,416.25	2,573.35	-157.10	93.9%
4030 Trash Pickup	854.87	57.26	797.61	1,492.96%
4050 Radio Site Rental Elden	0.00	350.00	-350.00	0.0%
Total 4000 UTILITIES	10,955.44	10,981.25	-25.81	99.77%
4100 Training and Travel				
4105 Training Registration	0.00	0.00	0.00	0.0%
4110 Lodging	593.20	974.60	-381.40	60.87%
4115 Food	209.00	102.00	107.00	204.9%
4125 Travel Fuel Rentals Air	93.26	167.00	-73.74	55.84%
4130 Tuition Reimbursement	0.00	0.00	0.00	0.0%
Total 4100 Training and Travel	895.46	1,243.60	-348.14	72.01%
4200 OWA Expenses				
4230 OWA Exp.	0.00	0.00	0.00	0.0%
Total 4200 OWA Expenses	0.00	0.00	0.00	0.0%
4300 INTERST / FEES				
4315 Interest / Fees	0.00	0.00	0.00	0.0%
Total 4300 INTERST / FEES	0.00	0.00	0.00	0.0%

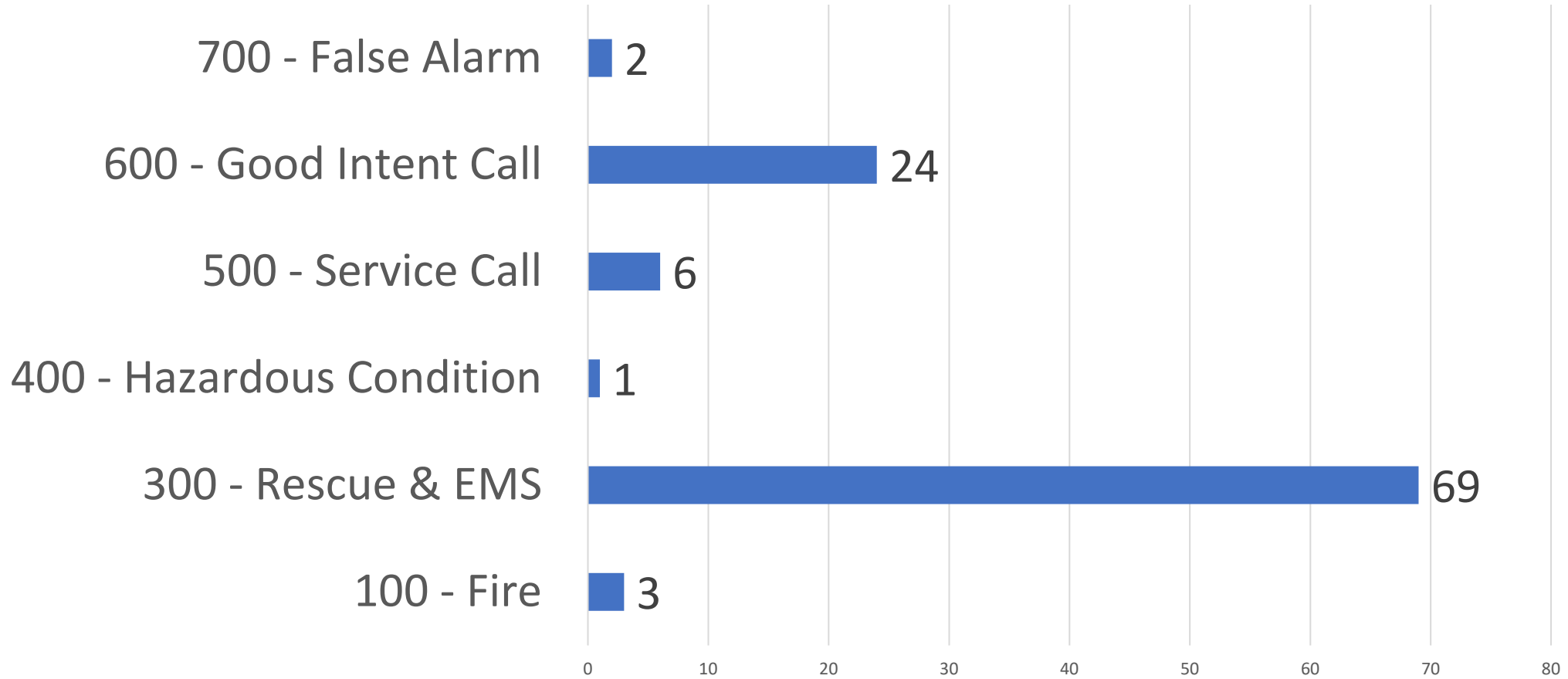
Summit Fire District Profit & Loss Budget vs. Actual March 2025

	<u>Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5000 CAPITAL				
5010 Vehicle/Equip Payments	0.00	0.00	0.00	0.0%
Total 5000 CAPITAL	0.00	0.00	0.00	0.0%
Payroll Expenses	3,064.24	7,617.87	-4,553.63	40.22%
Reconciliation Discrepancies	100.00	0.00	100.00	100.0%
Total Expense	445,427.44	373,307.23	72,120.21	119.32%
Net Ordinary Income	-237,188.07	58,546.11	-295,734.18	-405.13%
Net Income	<u>-237,188.07</u>	<u>58,546.11</u>	<u>-295,734.18</u>	<u>-405.13%</u>

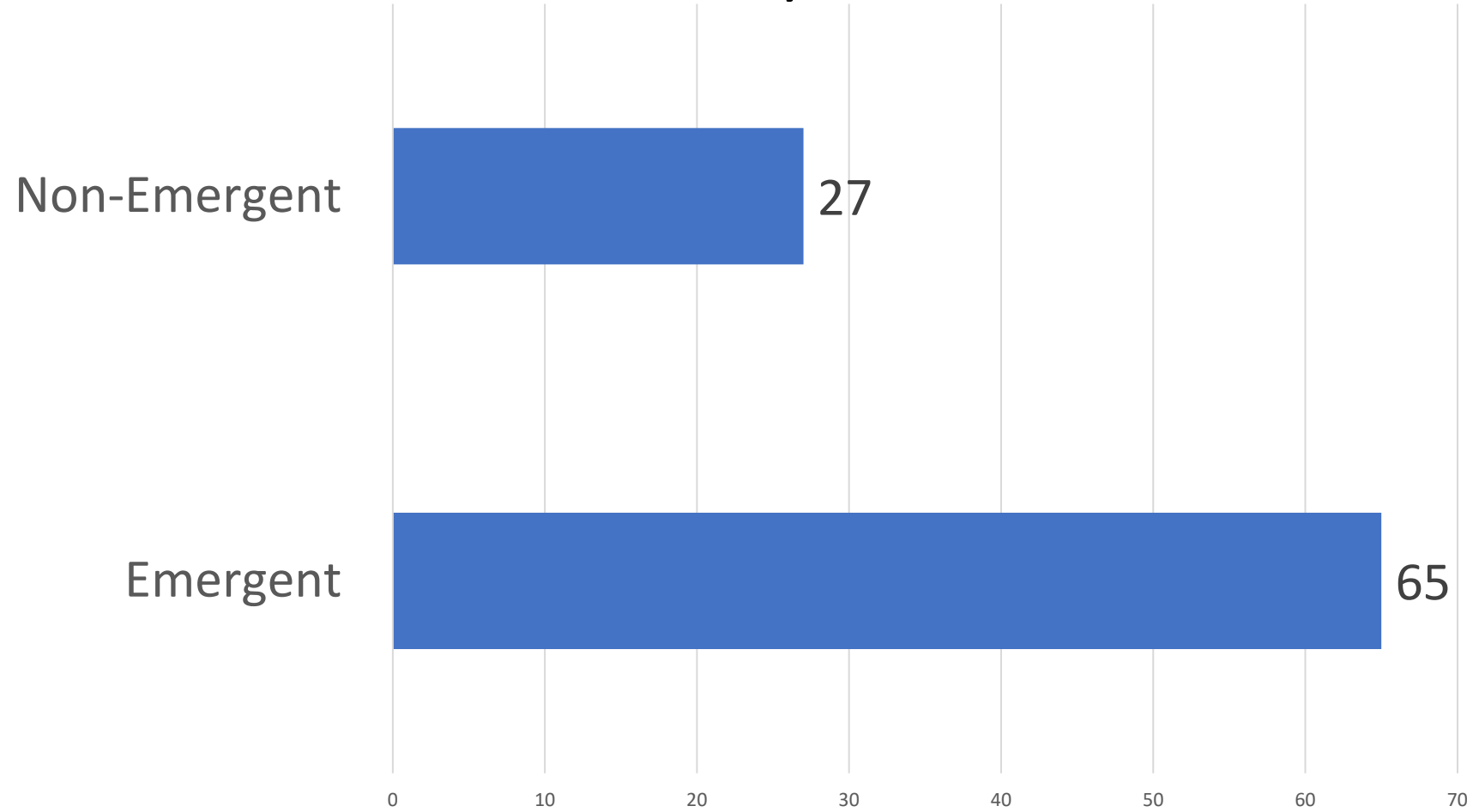
SFMD BC Run Report

March 2025 Statistics

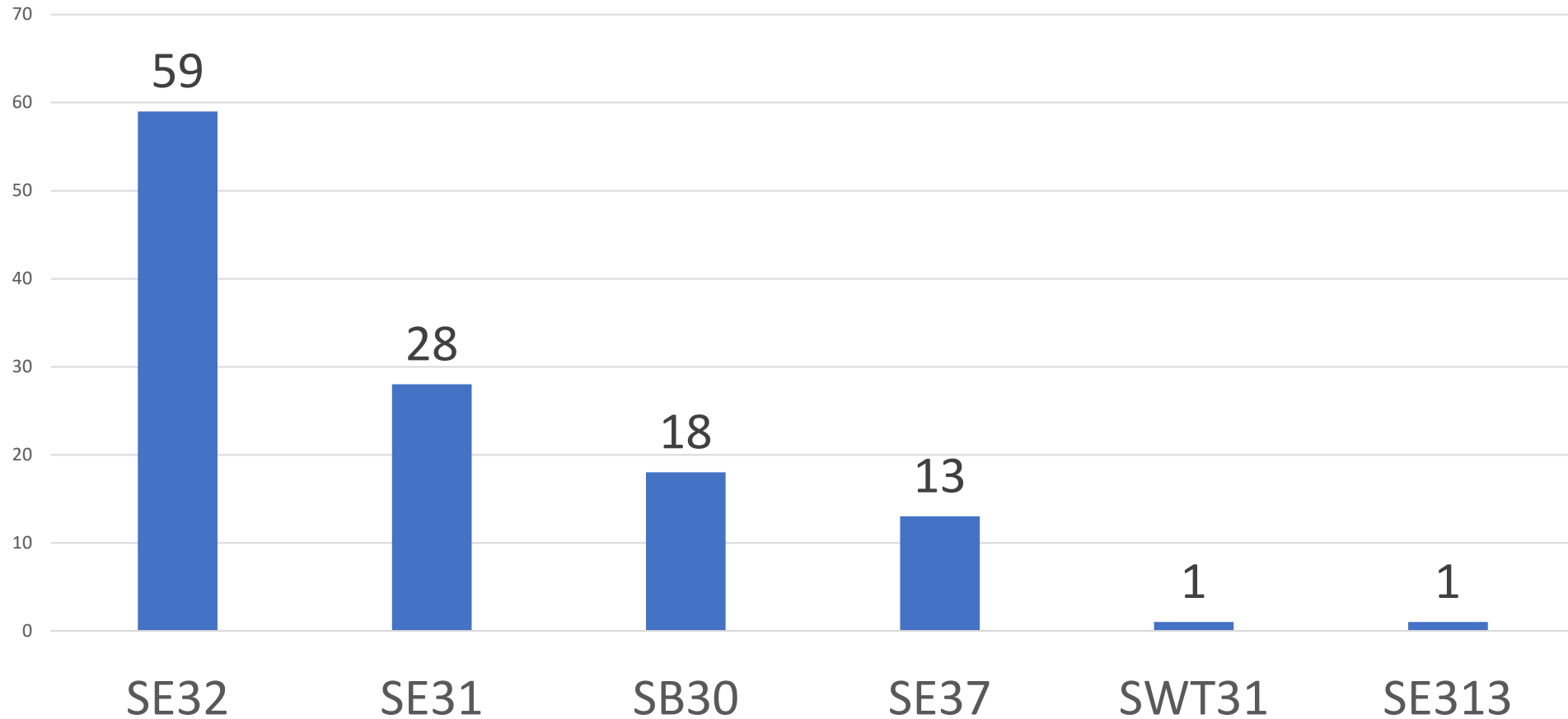
Total Incidents 85



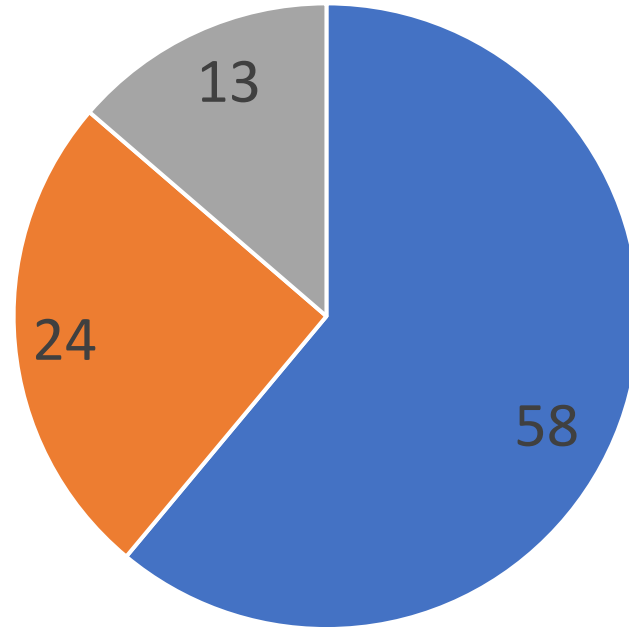
Priority



Total Runs by Unit

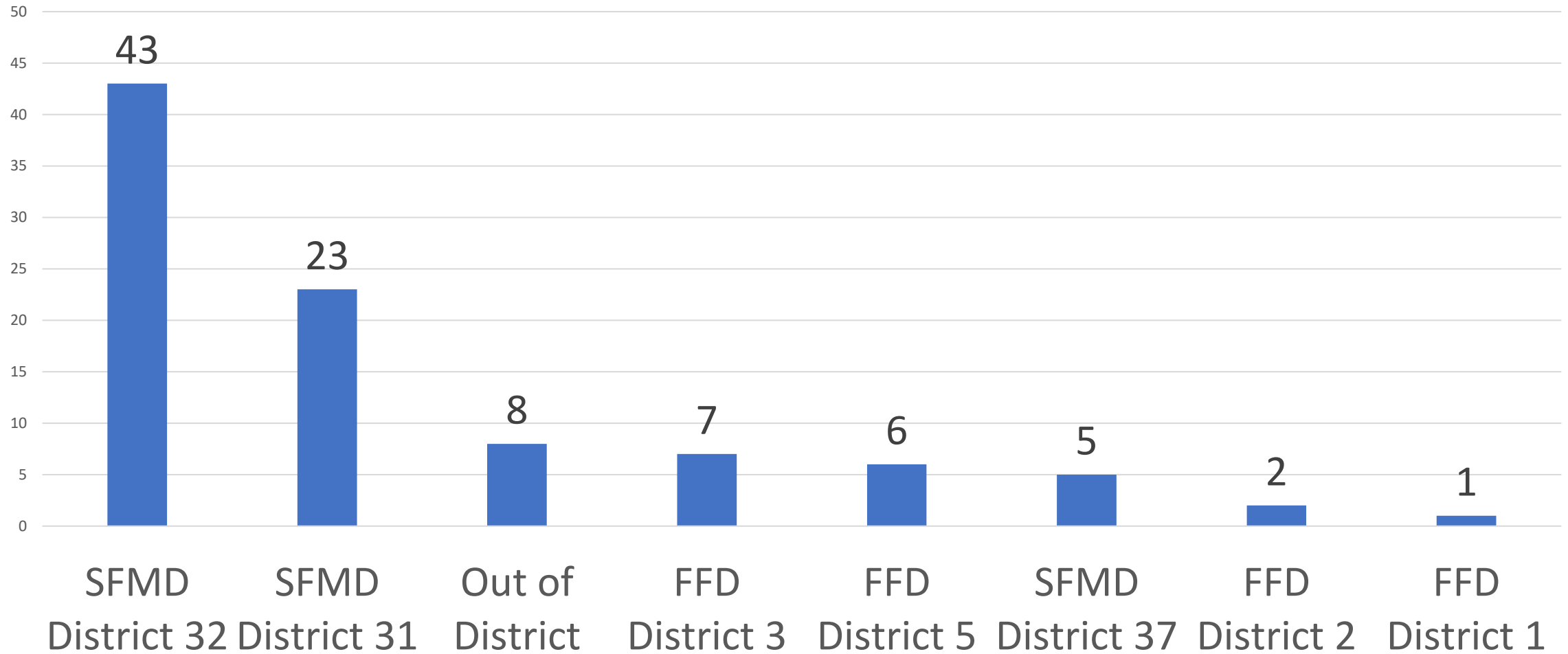


Total Incidents by Station

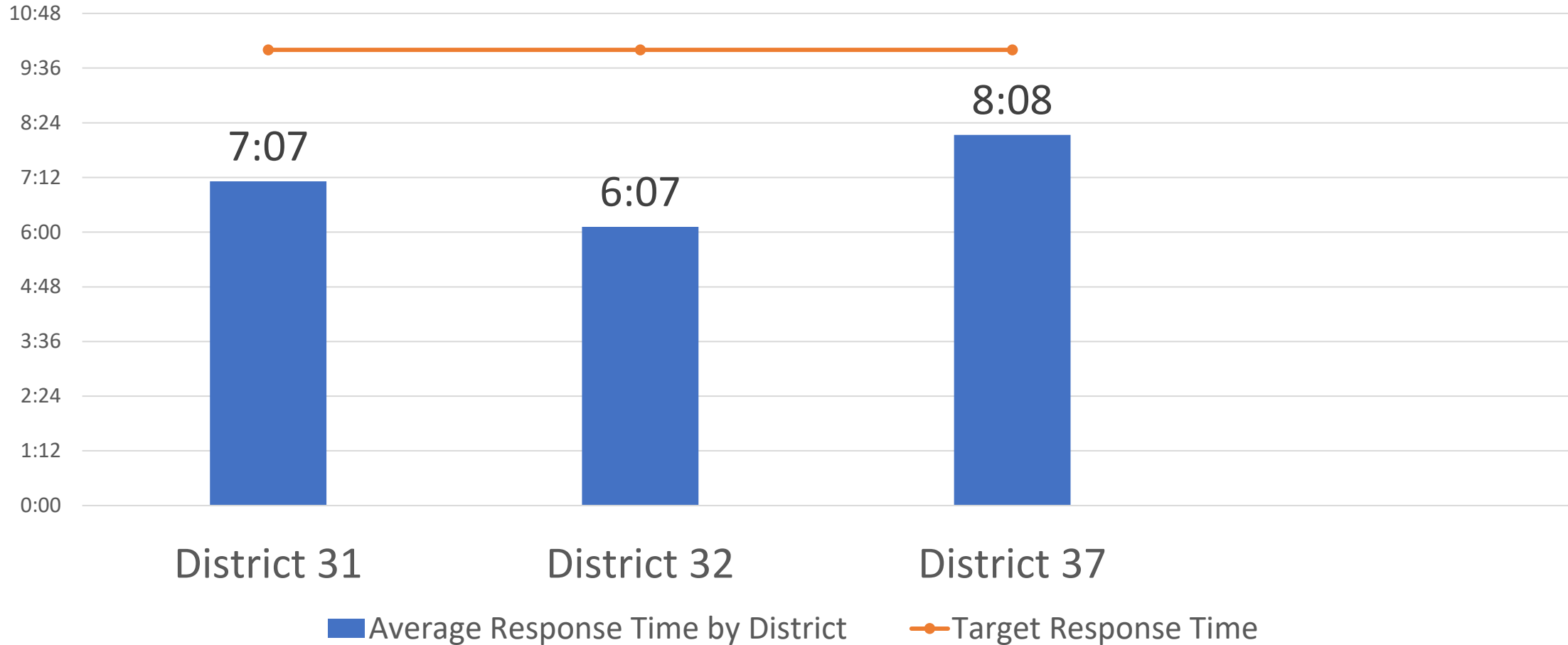


■ Station 32 ■ Station 31 ■ Station 37

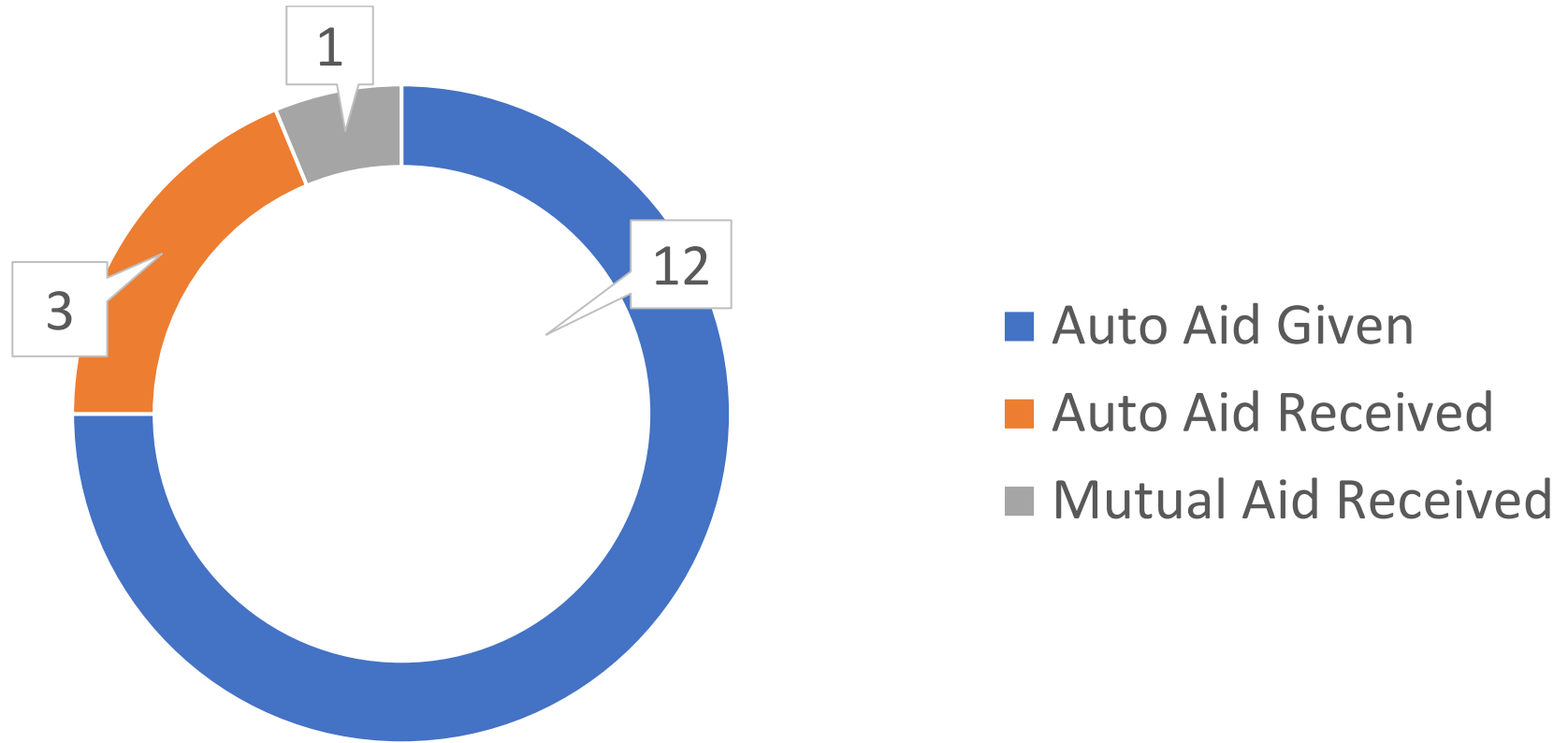
Incident Count by District



Average Response Time by District



Auto Aid & Mutual Aid Given & Received



Action 7a

To: SFMD Fire Board
From: SFMD Administration
Date: April 16, 2025
Title: Presentation from Paul Oltrogge, Battalion Chief
Wildland Fire Management

Paul will be discussing Wildfire Preparedness
and the state of the federal presence here in the region.

Paul Oltrogge

Wildland Fire Battalion Chief
Flagstaff and Summit Fire and Medical
poltrogge@flagstaffaz.gov
(928)213-2509 Office
(928)637-5427 Cell



Action 7b

To: SFMD Fire Board

From: SFMD Administration

Date: April 16, 2025

Title: Review, discuss, and possible action: Approval of IGA between Summit and the City of Flagstaff for dispatch services.

Recommended Action: Approve renewal of IGA with the City of Flagstaff for dispatch services.

Action Summary: The City of Flagstaff has drawn up a renewal IGA to continue providing dispatch services to Summit Fire & Medical District. The only change to the IGA is the term dates; effective July 1, 2025 through June 30, 2027.

Financial Impacts: There has been no increase in the cost of services. The maximum rate per call continues to be \$60, and is based on the actual billing period.

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.

Suggested Motion Motion to approve the IGA between the City of Flagstaff and Summit Fire & Medical District, for dispatch services effective 7/1/2025 through 6/30/2027.

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES**

between

**City of Flagstaff
and
Summit Fire and Medical District**

This intergovernmental agreement for dispatch services (“Agreement”) is entered into on this _____ day of _____, 2025 between the City of Flagstaff (“City”), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department (“FPD”) and the Summit Fire and Medical District (the “District”), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261, with offices at 8905 Koch Field Road, Flagstaff AZ 86004.

RECITALS

- A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.
- B. The District, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the District. The City agrees to provide such services to the District, in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

This Agreement shall become effective on July 1, 2025, at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2027, at 2359 hours

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the District, twenty-four (24) hours a day, seven (7) days a week as follows:

- 2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the District include: location of events utilizing cross streets, addresses and varied map coordinates as may be available, maintenance of status time, including time received, time dispatched, time first unit on scene, time last unit cleared scene, and other fire service benchmark times as available.
- 2.2 If requested by the District, the FPD will provide summary listings to the District of call data by month, quarter or year as generated by the CAD system. In addition, FPD will provide an incident summary to the District at the end of each call by fax or email.
- 2.3 The FPD will record all District radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to the District in a timely manner on standard compact disc.
- 2.4 The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.
- 2.5 All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. Obligations

- 3.1 The District, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the District, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.
- 3.2 The District agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for the District, if agreed upon by the Communications Users Group, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the District.
- 3.3 The District agrees to pay the City fees for services in quarterly payments within thirty

(30) days following invoicing at the end of each quarter. Fee and costs associated with the City's provision of dispatch services to the district will be based upon the District's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs, but in no event shall the District's per call cost under this Agreement ever exceed the amount of \$60.00 per call for the duration of this Agreement.. That percentage will be used to calculate fees based upon the total cost to the City for operating the dispatch center. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1 A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

3.4 The District agrees to pay their cost of the proprietary Net Motion License for the CAD system at a cost per license for the number of licenses used by the District. The cost per license will be calculated by the City based upon the charges received from Net Motion. The cost per license is not to exceed \$55.00 per license for the duration of this agreement. The District may choose to relinquish licenses at the end of each fiscal year to limit their costs.

4. Termination

4.1 Either party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 In the event of termination of this Agreement by the District, or by the City under Section 4.3, the District shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the District.

4.3 The City shall also have the right to terminate this Agreement upon written notice to the District in the event the District fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1 The City, the FPD and their officials, employees and agents, shall not be liable for damages to the District or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of the District to submit correct and complete data to the FPD or the failure of the District to provide or maintain equipment as set forth in Section 3.1.

5.2 The City, the FPD and their agents, officials and employees, shall not be liable to the District for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the City, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the City.

- 5.3 The District agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any negligent act, alleged act, action or omission of the District, their employees, agents or contractors under this Agreement, including, but not limited to, the District's failure to submit correct and complete data to the FPD or the failure of the District to provide and maintain equipment as set forth in Section 3.1. The District's obligations under this indemnity provision shall survive any termination of this Agreement.
- 5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend the District, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise as a result of the City's sole negligent act or omission in performance of its duties under this agreement.

6. Dispute Resolution

- 6.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the Conflict Prevention and Resolution (CPR) Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.
- 6.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

If to Summit Fire and Medical District

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Contact Name
Summit Fire and Medical District
8905 Koch Field Road
Flagstaff AZ 86004

Copy to:

Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

8. General Provisions

- 8.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.
- 8.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the District agree that they shall retain sole responsibility and authority over their respective employees.
- 8.3 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.
- 8.4 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.
- 8.5 Cancellation for Conflict of Interest. Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.
- 8.6 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.7 Non-Discrimination. FPD 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. FPD 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

City of Flagstaff

Summit Fire and Medical District

Becky Daggett, Mayor

Contact Name

Attest:

Attest:

City Clerk

Fire Board Clerk

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorneys.

City Attorney
Counsel for the City of Flagstaff

Legal Counsel