

GOVERNING FIRE BOARD MEETING

MAY 2024





Sedona Fire District

2860 Southwest Drive, Sedona, Arizona 86336
Telephone (928) 282-6800 FAX (928) 282-6857

REGULAR BOARD MEETING

Station #1 – 2860 Southwest Drive – Sedona – Multipurpose Room
Tuesday, May 21, 2024 / 4:00 PM

~ AMENDED AGENDA ~

Join Zoom Meeting

<https://sedonafire.zoom.us/j/89102189713?pwd=V0lvMFk4cG5WQjRIQmpuT1BMM1NwUT09>

Meeting ID: 891 0218 9713

Passcode: 215186

Dial by your location

- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US

I. CALL TO ORDER/ROLL CALL

A. Salute to the Flag of the United States of America and Moment of Silence to Honor all American

Men and Women in Service to Our Country, Firefighters, and Police Officers.

II. BOARD MEMBER SERVICE RECOGNITION

A. Recognition of Board Member/Clerk McCarthy's service and presentation of brick for memorial terrace.

III. BUDGET WORKSHOP

A. DISCUSSION/POSSIBLE ACTION: Possible direction to Staff regarding 2025 proposed Draft Budget.

Possible approval of proposed FY 25 proposed DRAFT budget.

IV. REGULAR BUSINESS MEETING

A. Public Forum:

1. Public Comments
2. Executive Staff Response to Public Comments

B. Consent Agenda – Discussion/Possible Actions:

1. April 16, 2024 Regular Meeting Minutes
2. May 8, 2024 Budget Workshop Minutes

C. Financial Report and Updates –Director of Finance Gabe Buldra

1. Discussion/Possible Action: Review and Approval of April 2024 Finance Report

D. Staff Items:

1. April 2024 Monthly Staff Report
 - a. Operations Activities – Assistant Chief Jayson Coil
 - i. Significant Events
 - a. All-Hazard
 - b. Emerging Issues
 - ii. Human Resources
 - a. Staffing
 - b. Promotions
 - c. Significant Issues
 - iii. Administration
 - a. Upcoming Events
 - b. News & Activities
 - b. Community Risk Reduction Activities – Division Chief Dori Booth
 - i. Inspection Activities
 - c. Fire Investigations
 - d. Notable Events
 - e. Fire Marshal Safety Message
2. EMS, Fleet, Telecom – Division Chief Lechowski
 - i. EMS Activities and Updates
 - ii. Fleet Activities and Updates
 - iii. Other Updates
3. Preparedness & Training – Division Chief Jordan Baker

- i. Division Updates and Activities
 - ii. Training Report

- e. Fire Chief Report – Fire Chief Mezulis
 - i. Call Volume & Response Review
 - a. Incident Summary and Year-to-Date Comparison
 - b. Station Responses
 - c. Response Times
 - ii. Community Thanks & Appreciation

- E. Discussion/Possible Action: Possible approval date change for July 2024 meeting which coincides with AFDA Conference.

- F. Discussion/Possible Action: Discussion and possible approval of Regional Community Risk Reduction IGA with regional partners.

- G. Discussion/Possible Action: Discussion and possible approval of EMS Week Proclamation.

- H. Board Member Items:
 - 1. Discussion: Board Member’s Fire District Related Activities Since the Last Board Meeting.

V. ADJOURNMENT



GENE MCCARTHY



Thank you for your dedication to the Fire Service and your contributions to Sedona Fire as a member & Clerk of the Governing Board!





BUDGET WORKSHOP

Presented by JVG Associates



CONSENT AGENDA

April 16, 2024 Regular
Meeting Minutes

May 8, 2024 Special
Workshop Minutes



Sedona Fire District

2860 Southwest Drive, Sedona, Arizona 86336
Telephone (928) 282-6800 FAX (928) 282-6857

REGULAR BOARD MEETING

Station #1 – 2860 Southwest Drive – Sedona – Multipurpose Room
Tuesday, April 16, 2024 / 4:00 PM

~ MINUTES ~

I. CALL TO ORDER/ROLL CALL

Pursuant to notice, a regular meeting of the Sedona Fire District (SFD) was called to order by Chair Dave Soto at 4:04 PM on Tuesday, April 16, 2024. Executive Assistant, Kim Smathers, recorded the minutes. A quorum was present, and the meeting, having been duly convened, was ready to proceed with business.

Board Present: Dave Soto – Chair; Helen McNeal, Board Clerk; Janet Jablow, Corrie Cooperman, and Scott Springett – Members Others Present: Fire Chief Ed Mezulis; Division Chiefs Jordan Baker & Dori Booth; Finance Director Gabe Buldra, JVG; Attorney William Whittington; and Executive Assistant Smathers - Recorder.

A. Salute to the Flag of the United States of America and Moment of Silence to Honor all American Men and Women in Service to Our Country, Firefighters, and Police Officers.

Chair Dave Soto led the Pledge of Allegiance and Chief Ed Mezulis requested a Moment of Silence for the 15 Police Officers and 7 firefighters who passed away since the previous Board Meeting.

II. BUDGET WORKSHOP – Finance Director, Gabe Buldra, JVG

Finance Director Buldra presented the proposed FY2025 Budget with division revisions and adjustments. There were several questions from Board members and Chief Mezulis and Mr. Buldra answered and clarified. The proposed budget keeps the mil rate steady with adjustments to staffing, personnel readjustments, and operational needs being met.

Chair Soto directed the Fire Chief to send a need-to-meet for Board, the Chief, and Mr. Buldra to review the proposed budget, line by line, prior to May 15.

III. **Financial Report and Updates – Finance Director, Gabe Buldra, JVG**

1. Discussion/Possible Action: Review and Approval of March 2024 Finance Report
Finance Director Buldra from JVG presented the financial report for March 2024.

Chair Soto made a motion to approve the March 2024 finance report as presented, Member Cooperman seconded, there was no further discussion and the motion to approve passed unanimously.

III. REGULAR BUSINESS MEETING

A. Public Forum:

Speakers are limited to three-minute oral presentations but may submit written comments of any length for Board files. Board Members may not discuss items not specifically

identified on the Agenda. Therefore, pursuant to ARS 38-431.01(H), Board action taken as a result of public comment is limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

1. **Public Comments**
2. **Executive Staff Response to Public Comments**

There were no requests to speak.

B. Consent Agenda – Discussion/Possible Actions:

All matters under Consent Agenda are considered by the Board to be routine (i.e. Minutes and/or signatory authority for bank accounts), and will be enacted by a single motion approving the Consent Agenda. If discussion is desired on any particular consent item, a Board Member may ask that item be removed from the Consent Agenda to be considered separately.

1. February 13 Special Workshop Minutes

March 11 Special Workshop Minutes

March 19 Executive Session Minutes

March 19 Regular Board Meeting Minutes

Chair Soto made a motion to approve the Minutes presented, Board Clerk McNeal seconded, there was no further discussion and the motion passed unanimously.

C. Staff Items:

1. **March 2024 Monthly Fire Chief Report –**

a. **Suppression, Preparedness, and Performance(Training) – Chief Jordan Baker**

Chief Mezulis asked for Chief Baker to present earlier in the agenda in order to relieve Firefighter Detrick back to duty after her presentation.

Chief Baker presented the training activities, which were many, including Regional meetings to coordinate and cooperate with our local partners and updated on training completed for the month.

Firefighter Cascade Detrick presented to the Board a synopsis of her recent attendance at the inaugural Women in the Fire Service, focusing on recruitment and retention. She outlined the challenges facing women entering and participating in the Fire Service.

b. **Operations Activities – Chief Ed Mezulis**

Chief Mezulis presented brief overviews of Human Resources, with the conditional offer out to the Radio Technician and all job descriptions complete and signed off.

c. **Community Risk Reduction – Fire Inspector Dori Booth**

Fire Marshall Booth presented CRR activities and numbers. Chief Booth noted there will be a neighborhood walk to install smoke detectors and other equipment at Sunset Mobile Home Park on May 18. Her safety message for the month addressed Wildfire Preparedness.

d. **EMS, Safety, Development & Planning – Chief Ed Mezulis**

Fire Chief Mezulis briefed the Board on EMS, Fleet, and Dispatch activities.

e. **Fire Chief Report – Fire Chief Mezulis**

Chief Mezulis reviewed his slides for call volume, response times and incident summaries, along with purchase orders and community appreciation.

D. Discussion/Possible Action: Possible approval of Letter of Intent from Zetron Corporation, locking in price of equipment for radio upgrades.

Chief Mezulis stated that this letter was created by Zetron to state our intent to purchase the equipment and lock in the price. Mr. Whittington provided his input on further language that should be included in the letter.

Chair Soto asked legal counsel for assistance with the language for a possible motion to approve the Letter of Intent with Zetron. Mr. Whittington offered some language for that purpose. The Board Chair then made a motion to approve the Letter of Intent between the District and Zetron in the amount of \$2,465,645.00, provided however that the Letter of Intent be modified to reflect that it is non-binding and that it provide that the final contract will include the terms and conditions as required by law, and that the final Agreement will be subject to final review and revision by legal counsel. The motion was seconded by Clerk McNeal. There was no further discussion and the motion passed unanimously.

F. Board Member Items:

A. Discussion of Fire Board Members Fire District related activities since the last Board Meeting:

The Fire Board members provided details regarding their activities for the month of March which included billpay.com, signing checks, meeting with Fire Chief Mezulis, and reviewing budget. Board Chair Soto outlined his participation in the Yavapai Firewise program and noted that there will be an event in Prescott on April 20 in conjunction with Earth Day activities.

III. ADJOURNMENT

Chair Soto adjourned the meeting at 6:29 PM.

Helen McNeal, Clerk of the Board

SFD Multipurpose Room is accessible to the handicapped. In compliance with Americans with Disabilities Act, those with special needs, such as large print or other reasonable accommodations, may request them by calling 928-282-6800.

Posted by:

Date:

Time:



Sedona Fire District

2860 Southwest Drive, Sedona, Arizona 86336
Telephone (928) 282-6800 FAX (928) 282-6857

SPECIAL BOARD MEETING **Station #1 – 2860 Southwest Drive – Sedona – Multipurpose Room** **Wednesday, May 8, 2024 /1:00 PM**

~ MINUTES ~

I. CALL TO ORDER/ROLL CALL

Pursuant to notice, a special meeting of the Sedona Fire District (SFD) was called to order by Chair Dave Soto at 1:05 PM on Wednesday, May 8, 2024. Heidi Robinson recorded the minutes. A quorum was present, and the meeting, having been duly convened, was ready to proceed with business.

Board Present: Dave Soto – Chair; Helen McNeal – Clerk; Janet Jablow and Corrie Cooperman – Members. Others Present: Sara Simonton - Finance, Ed Mezulis – Fire Chief, Heidi Robinson – Recorder.

A. Salute to the Flag of the United States of America.

Chair Dave Soto led the Pledge of Allegiance.

II. BUDGET WORKSHOP

A. Discussion/Possible Action: Budget Workshop with JVG Associate Sara Simonton

Sara Simonton introduced the agenda for the budget discussion, indicating an overview, an explanation of the flat mil rate, and then detailed review to follow. The distinction between the FY24 projected and approved columns was clarified.

Ms. Simonton started with revenues, noting a formula error that will be corrected in the draft for tentative adoption. A question about Coconino County tax revenue was explained, as were non-tax revenue questions. More detail will be gathered to respond to a CRR revenue question.

Moving on to expenses, several cost control measures were highlighted as well as the cost of goods. Chief Mezulis explained staffing and the use of overtime, and the expense of travel for training new subject matter experts was discussed. It was also noted that this is an election year with the associated expense.

The budget detail discussion addressed the method behind conservative 10-year projections, what might contribute towards a large jump in FY26, and how to mitigate it. The Board requests to see projections that include an option of one-time use of reserve funds to offset expenses.

A line-by-line review of each budget section ensued. The pending wage study was addressed when going through the salaries and wages line items which will be detailed in the resulting pay scale. There was a discussion regarding expenses incurred by a department for the training of other staff. The Chief will work with JVG and department heads to clarify. A discrepancy was noted in salaries and wages in section 203 that will be researched and corrected. Further explanation was offered for how wildland revenue and expenditures off-set and have a net-zero effect on the budget. The annual fluctuation in wildland assignments was discussed. The Chief explained the investment in helicopter operations training due to changes made by our partner agency. Discussion on the Capital Improvement Plan included estimates of future costs, manufacturing delays, and prioritizing purchases based on need and the related impacts.

In summary, Mr. Soto reviewed the clarifications requested with Ms. Simonton, acknowledged appropriate spending to serve the community, and directed staff to continue refinement.

III. ADJOURNMENT

Chair Soto adjourned the meeting at 3:01p.m.

Helen McNeal, Clerk of the Board
SFD



FINANCIAL REPORT

MAY 2024





Sedona Fire District Monthly Financial Report

Monthly Financial Report – April 2024

Attached are the following for your information and review:

1. Balance Sheet as of April 30, 2024.
2. Summary of reconciled cash balances on April 30, 2024.
3. Income Statement of Revenues and Expenditures for April 2024, including budget to actual and year- to-date balances.
4. Graphs for April 2024.
5. Fixed Asset Additions and Disposals Schedule FY24.
6. Monthly Disbursement Report.
7. 12-Month Cash Flow.

Key points:

- Total Revenue for April is \$4,518,426 which is \$507,669 over budget.
 - Tax Revenue for April is \$4,155,497 which is \$537,964 over budget.
 - Non-Tax Revenue for April is \$362,930, which is \$30,294 under budget.
 - Ambulance revenue is over budget by \$58,868.
 - Interest earnings is over budget by \$48,885.
 - Non-District Fire revenue is under budget by \$123,891.
- Total Expense for April is \$1,784,427 which is \$2,315 under budget.
 - Personnel Expense is \$88,607 under budget, driven by less S&W and retirement.
 - Communications is \$34,905 over budget, driven by timing of software licensing.
 - Managerial is \$35,725 over budget, driven by timing of legal fees.
- Year-To-Date Revenue for April is \$22,020,564, which is \$201,464 over budget.
- Year-To-Date Expenses for April is \$17,058,396 which is \$1,092,119 under budget.

Please contact the Finance Director with any questions or concerns regarding this report.

Sedona Fire District
Balance Sheet
As of April 30, 2024

	Apr 30, 24	Apr 30, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000 · Bill.com Money Out Clearing	0.00	724.36	-724.36
1010 · Capital Reserves Fund	4,817,441.43	3,553,289.82	1,264,151.61
1050 · Chase - Operating Account	254,455.73	158,821.11	95,634.62
1060 · Chase - Payroll Account	1,280,798.40	245,372.98	1,035,425.42
1070 · County General Fund	13,821,756.24	12,468,869.47	1,352,886.77
Total Checking/Savings	20,174,451.80	16,427,077.74	3,747,374.06
Accounts Receivable			
1200 · Accounts Receivable*	65,389.73	75,330.64	-9,940.91
1202 · Ambulance Billings Receivable	563,332.92	394,076.49	169,256.43
1206 · Property Tax - Receivable	294,100.87	242,382.14	51,718.73
1270 · Lease Receivables	835,305.00	987,486.00	-152,181.00
Total Accounts Receivable	1,758,128.52	1,699,275.27	58,853.25
Other Current Assets			
1320 · Prepaid Expenses	86,375.95	91,360.15	-4,984.20
Total Other Current Assets	86,375.95	91,360.15	-4,984.20
Total Current Assets	22,018,956.27	18,217,713.16	3,801,243.11
Fixed Assets			
1400 · Accumulated Depreciation	-15,285,043.75	-14,310,101.78	-974,941.97
1410 · Building and Other Improvements	9,325,066.64	9,230,946.20	94,120.44
1411 · Construction in Progress	85,706.13	0.00	85,706.13
1412 · Furniture and Equipment	7,188,480.33	6,907,472.17	281,008.16
1413 · Land	2,054,578.48	2,054,578.48	0.00
1414 · Vehicles	7,707,104.27	7,686,857.26	20,247.01
1450 · CIP	1,512,768.77	1,565,822.94	-53,054.17
1470 · Right to Use Asset			
1401 · Accum Depreci- Right to Use	-10,458.00	0.00	-10,458.00
1470 · Right to Use Asset - Other	119,624.00	119,624.00	0.00
Total 1470 · Right to Use Asset	109,166.00	119,624.00	-10,458.00
Total Fixed Assets	12,697,826.87	13,255,199.27	-557,372.40
Other Assets			
1500 · Defer Outflows of Rsrcs - ASRS	210,737.00	339,603.00	-128,866.00
1510 · Defer Outflows of Rsrcs - PSPRS	9,743,953.00	9,751,158.00	-7,205.00
1515 · Defer Outflows Rsrcs PSPRS Tr 3	293,325.00	204,782.00	88,543.00
1520 · Defer Outflows - PSPRS OPEB	89,576.00	55,671.00	33,905.00
1525 · Defer Outflows PSPRS OPEB Tr 3	3,257.00	879.00	2,378.00
1530 · Defer Outflows - ASRS OPEB	5,554.00	7,611.00	-2,057.00
1540 · Risk Pool Capitalization	231,080.00	173,310.00	57,770.00
1815 · Net Pension Asset - PSPRS Tr 3	35,355.00	61,360.00	-26,005.00
1825 · Net Pension Asset PSPRS OPEB	7,775.00	9,445.00	-1,670.00
1830 · Net Pension Asset ASRS OPEB	46,043.00	46,236.00	-193.00
Total Other Assets	10,666,655.00	10,650,055.00	16,600.00
TOTAL ASSETS	45,383,438.14	42,122,967.43	3,260,470.71
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	52,433.01	75,828.99	-23,395.98
Total Accounts Payable	52,433.01	75,828.99	-23,395.98

Sedona Fire District
Balance Sheet
As of April 30, 2024

	Apr 30, 24	Apr 30, 23	\$ Change
Credit Cards			
2003 · National Bank of Arizona Credit	45,916.92	41,259.43	4,657.49
Total Credit Cards	45,916.92	41,259.43	4,657.49
Other Current Liabilities			
2010 · Accrued Employee Leave	1,513,232.61	1,565,421.77	-52,189.16
2011 · Accrued Payroll	230,405.10	0.00	230,405.10
2012 · Lease Purchase Liabilities	0.00	608.20	-608.20
2014 · Defer Inflows of Rsrcs - ASRS	159,774.00	399,034.00	-239,260.00
2015 · Defer Inflows of Rsrcs - PSPRS	1,915,187.00	4,696,305.00	-2,781,118.00
2017 · Federal PR Taxes Payable	0.00	-96.67	96.67
2018 · HSA Deduction	0.00	5,628.35	-5,628.35
2019 · Insurance Premium Liabilities	0.00	112,117.28	-112,117.28
2021 · Payroll Liabilities	1,351.18	4,018.99	-2,667.81
2022 · Retirement Payable	262,976.60	178,082.78	84,893.82
2025 · Workers Compensation Liability	531.72	531.72	0.00
2049 · Defer Inflows of Rsrcs PSPRS T3	8,792.00	41,129.00	-32,337.00
2050 · Defer Inflows OPEB PSPRS	117,288.00	209,801.00	-92,513.00
2051 · Defer Inflows OPEB ASRS	30,171.00	39,952.00	-9,781.00
2054 · Defer Inflows PSPRS OPEB TR3	661.00	2,570.00	-1,909.00
2070 · Defer Inflow related to Leases	825,154.00	993,036.00	-167,882.00
Total Other Current Liabilities	5,065,524.21	8,248,139.42	-3,182,615.21
Total Current Liabilities	5,163,874.14	8,365,227.84	-3,201,353.70
Long Term Liabilities			
2052 · Net Pension Liab OPEB PSPRS	161,554.00	60,488.00	101,066.00
2053 · Net Pension Liab OPEB ASRS	750.00	1,938.00	-1,188.00
2200 · NBAZ Station Loan	0.00	43,062.34	-43,062.34
2201 · Net Pension Liability - ASRS	1,313,939.00	1,220,665.00	93,274.00
2202 · Net Pension Liability - PSPRS	26,242,437.00	22,757,643.00	3,484,794.00
2270 · Lease Liability	109,512.00	109,512.00	0.00
Total Long Term Liabilities	27,828,192.00	24,193,308.34	3,634,883.66
Total Liabilities	32,992,066.14	32,558,536.18	433,529.96
Equity			
3000 · Opening Balance Equity	5,149,965.20	5,149,965.20	0.00
3010 · Fund Balance	-2,425,262.92	-2,425,281.46	18.54
3200 · Unrestricted Net Assets	4,704,501.18	2,661,786.72	2,042,714.46
Net Income	4,962,168.54	4,177,960.79	784,207.75
Total Equity	12,391,372.00	9,564,431.25	2,826,940.75
TOTAL LIABILITIES & EQUITY	45,383,438.14	42,122,967.43	3,260,470.71

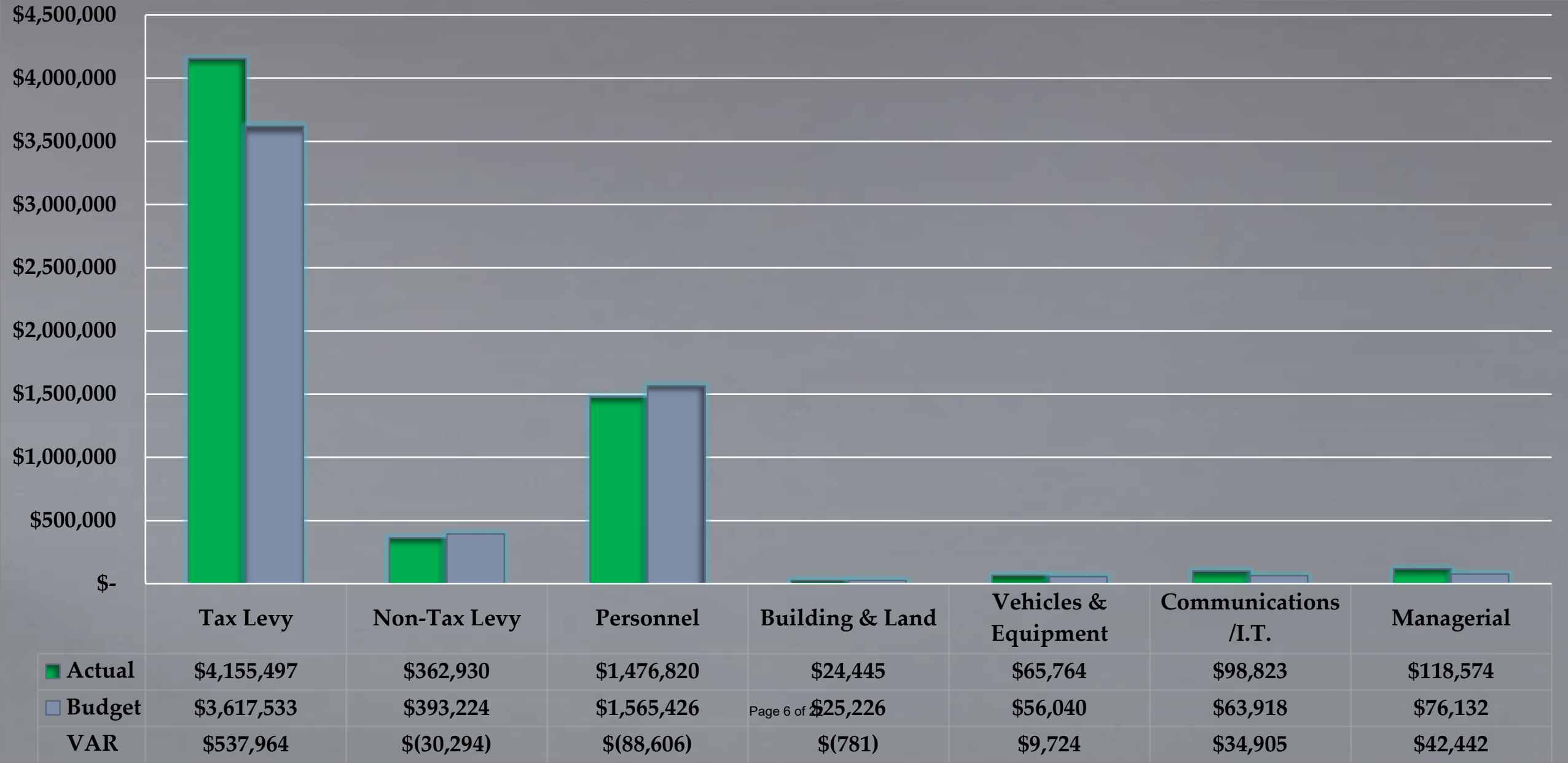
Sedona Fire District
Summary of Reconciled Cash Balances
 Period Ending 04/30/2024

	County General Fund	Capital Reserves	Chase Operating Account	Chase Payroll Account
	<u>4/30/2024</u>	<u>4/30/2024</u>	<u>4/30/2024</u>	<u>4/30/2024</u>
Beginning Balance	11,789,841.73	4,801,418.91	398,320.38	329,467.44
Cleared Transactions				
Checks and Payments	(1,381,031.80)	-	(675,770.31)	(1,267,669.04)
Deposits and Credits	3,571,574.37	16,022.52	531,905.66	1,419,000.00
Total Cleared Transactions	<u>2,190,542.57</u>	<u>16,022.52</u>	<u>(143,864.65)</u>	<u>151,330.96</u>
Cleared Balance	<u>13,980,384.30</u>	<u>4,817,441.43</u>	<u>254,455.73</u>	<u>480,798.40</u>
Uncleared Transactions				
Checks and Payments	(939,252.86)	-	-	-
Deposits and Credits	780,624.80	-	-	800,000.00
Total Uncleared Transactions	<u>(158,628.06)</u>	<u>-</u>	<u>-</u>	<u>800,000.00</u>
Register Balance as of 04/30/2024	<u>13,821,756.24</u>	<u>4,817,441.43</u>	<u>254,455.73</u>	<u>1,280,798.40</u>

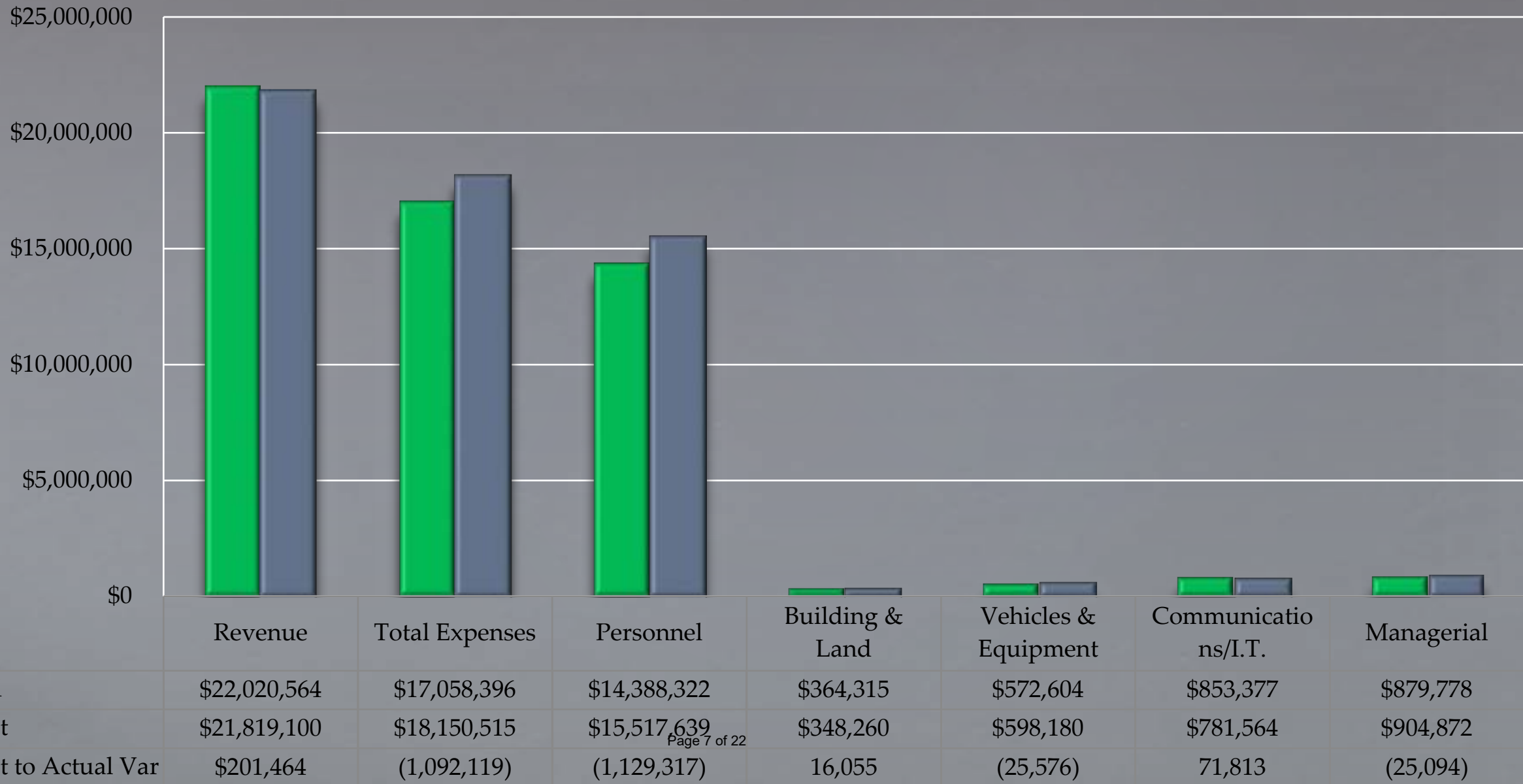
Sedona Fire District Profit & Loss Budget Performance April 2024

	Apr 24	Budget	\$ Over Budget	Jul '23 - Apr 24	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
4001 · Tax Levy Revenue	4,155,496.84	3,617,533.00	537,963.84	18,743,885.39	18,636,860.00	107,025.39	19,874,119.00
4100 · Non-Tax Levy Revenue	362,929.60	393,224.00	-30,294.40	3,276,678.80	3,182,240.00	94,438.80	3,968,693.00
Total Income	4,518,426.44	4,010,757.00	507,669.44	22,020,564.19	21,819,100.00	201,464.19	23,842,812.00
Gross Profit	4,518,426.44	4,010,757.00	507,669.44	22,020,564.19	21,819,100.00	201,464.19	23,842,812.00
Expense							
5001 · Personnel Cost	1,476,820.39	1,565,426.00	-88,605.61	14,388,321.71	15,517,639.00	-1,129,317.29	18,937,414.00
6001 · Building & Land	24,445.18	25,226.00	-780.82	364,314.56	348,260.00	16,054.56	398,712.00
6101 · Vehicles & Equipment	65,764.20	56,040.00	9,724.20	572,604.17	598,180.00	-25,575.83	710,200.00
6300 · Communications	98,822.77	63,918.00	34,904.77	853,377.34	781,564.00	71,813.34	909,396.00
6401 · Meetings, Travel & Training	36,179.95	29,463.00	6,716.95	277,540.52	275,162.00	2,378.52	333,829.00
7001 · Managerial Cost	82,394.29	46,669.00	35,725.29	602,237.35	629,710.00	-27,472.65	750,019.00
8001 · Other Expense	0.00			0.00	0.00	0.00	0.00
Total Expense	1,784,426.78	1,786,742.00	-2,315.22	17,058,395.65	18,150,515.00	-1,092,119.35	22,039,570.00
Net Ordinary Income	2,733,999.66	2,224,015.00	509,984.66	4,962,168.54	3,668,585.00	1,293,583.54	1,803,242.00
Net Income	<u>2,733,999.66</u>	<u>2,224,015.00</u>	<u>509,984.66</u>	<u>4,962,168.54</u>	<u>3,668,585.00</u>	<u>1,293,583.54</u>	<u>1,803,242.00</u>

April 2024

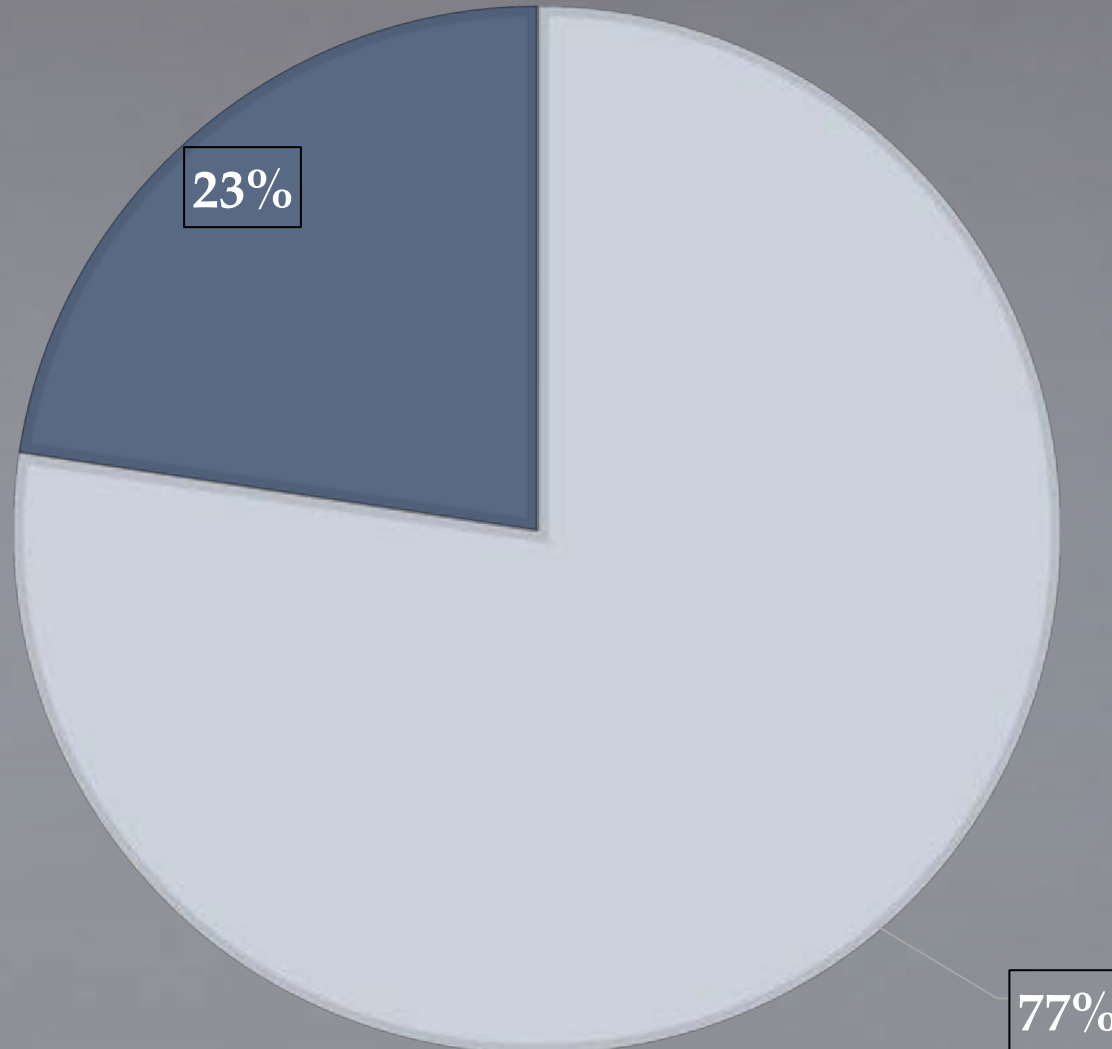


Fiscal Year to Date Budget to Actual



YEAR TO DATE EXPENSES AS PERCENTAGE OF BUDGET

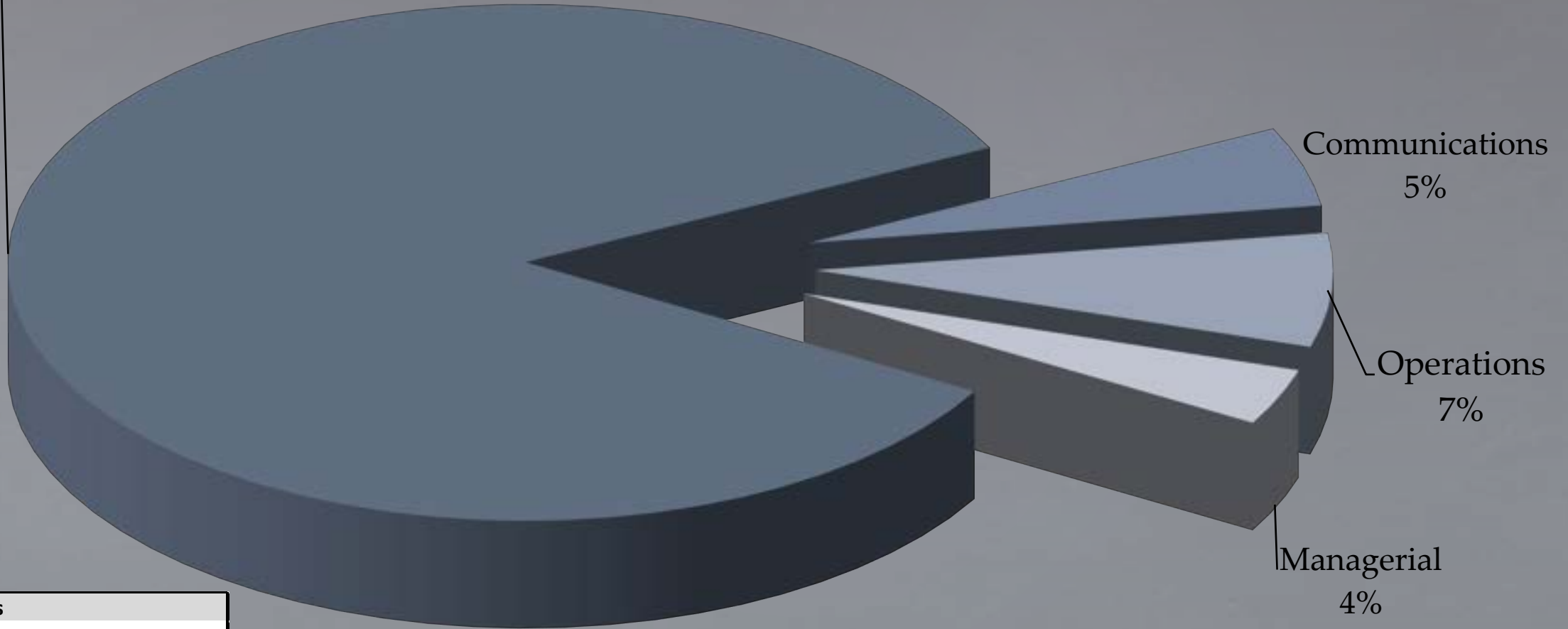
Actual YTD Budget Remaining



Percentage of Expenses Year to Date

Personnel

84%



Communications

5%

Operations

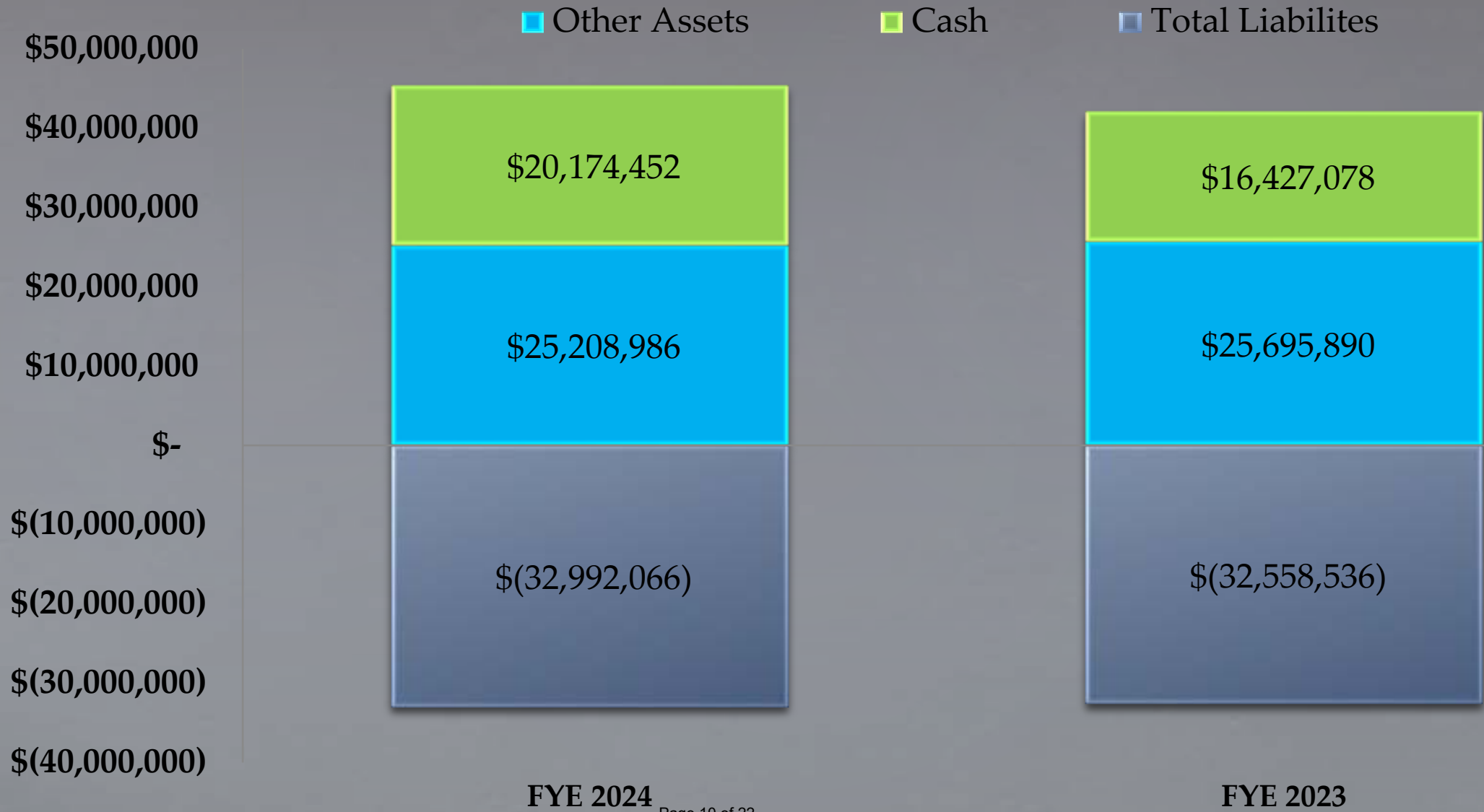
7%

Managerial

4%

Function Expenses	
Salaries and Wages	81.21%
Operations	11.10%
Communications	2.27%
Managerial	5.42%

Cash Position



DIVISION UPDATES

MAY 2024



OPERATIONS

ASSISTANT CHIEF JAYSON COIL

OPERATIONS

SIGNIFICANT EVENTS

ALL-HAZARD

EMERGING ISSUES

HUMAN RESOURCES

STAFFING

PROMOTIONS

SIGNIFICANT ISSUES

ADMINISTRATION

NEWS

UPCOMING EVENTS





OPERATIONAL SUPPORT - FLEET, EMS, DISPATCH, IT, ETC.

Division Chief Buzz Lechowski

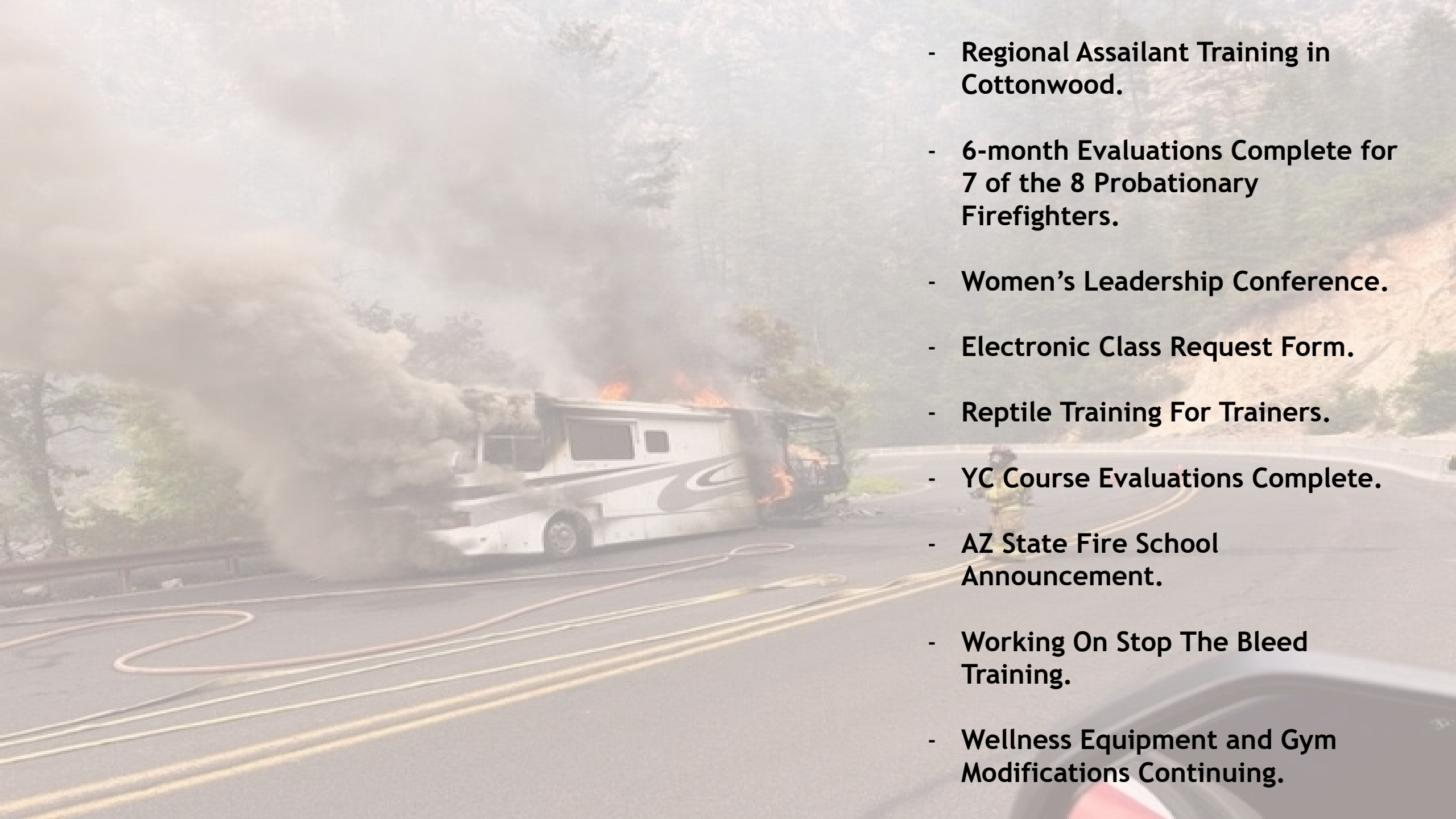
- EMS
- Fleet
- Dispatch Comm Center
- GIS
- IT



OPERATIONAL SUPPORT - PREPAREDNESS & TRAINING

Division Chief Jordan Baker





- **Regional Assailant Training in Cottonwood.**
- **6-month Evaluations Complete for 7 of the 8 Probationary Firefighters.**
- **Women's Leadership Conference.**
- **Electronic Class Request Form.**
- **Reptile Training For Trainers.**
- **YC Course Evaluations Complete.**
- **AZ State Fire School Announcement.**
- **Working On Stop The Bleed Training.**
- **Wellness Equipment and Gym Modifications Continuing.**

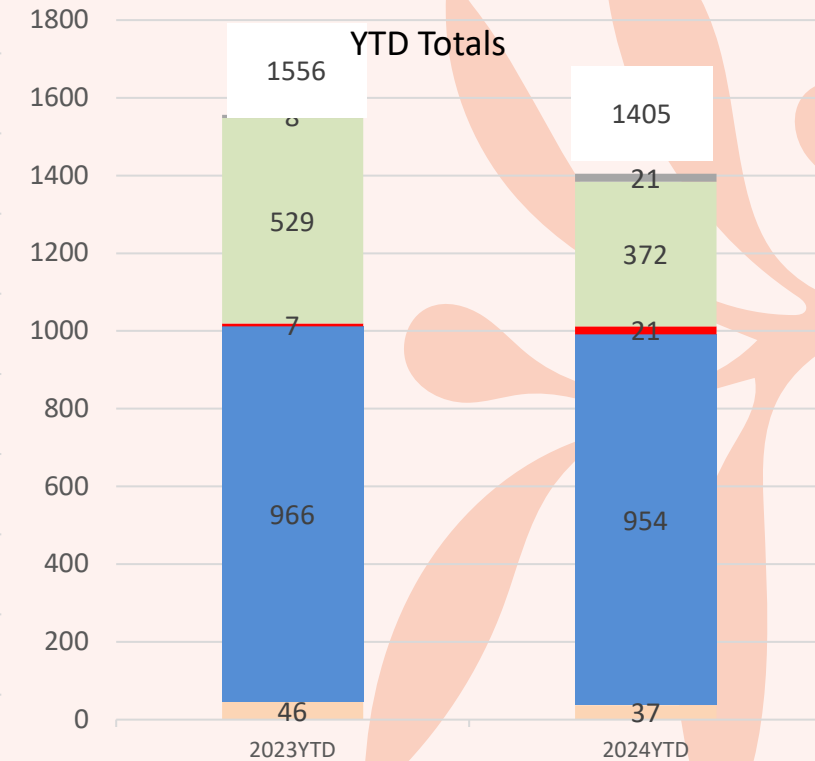
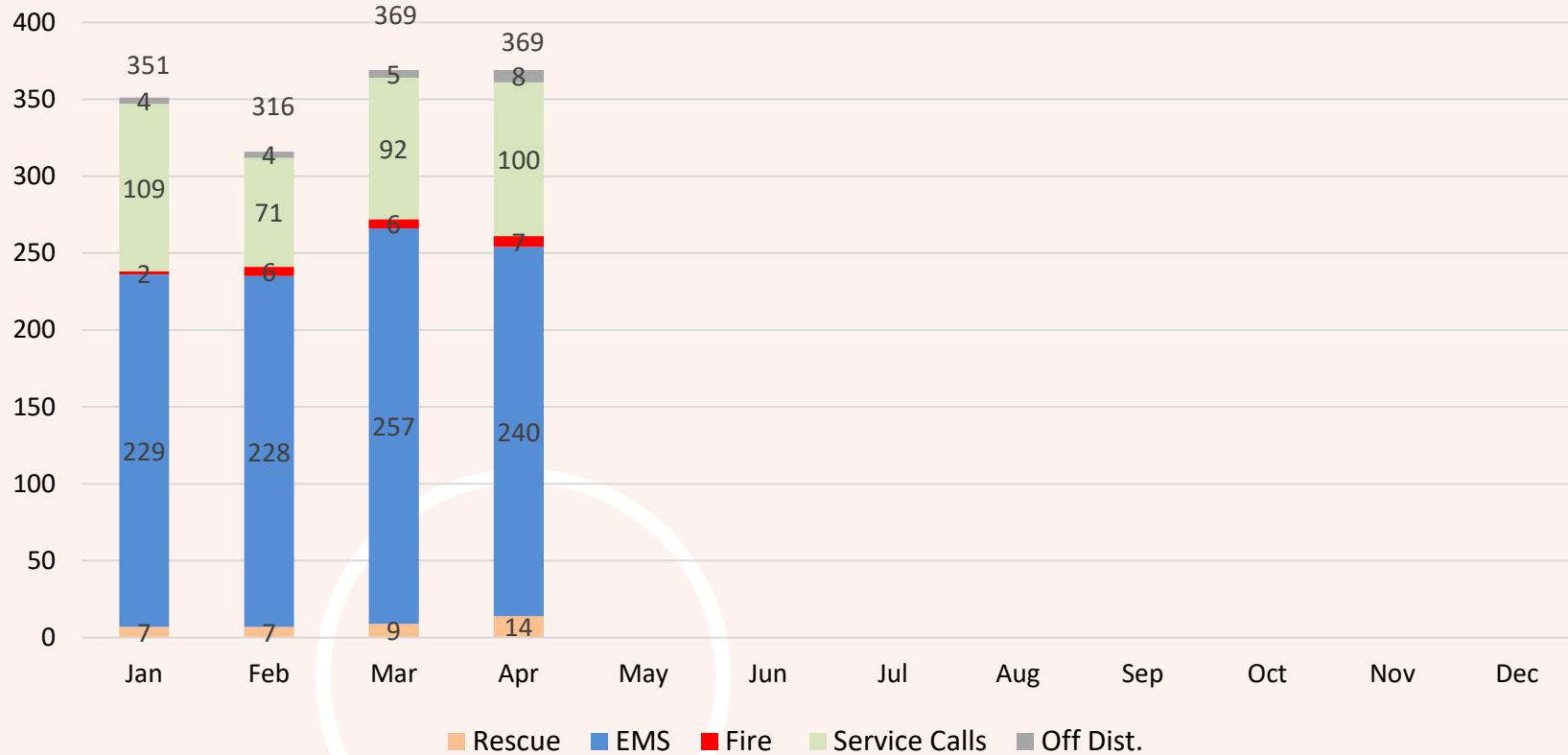
CHIEF'S REPORT

FIRE CHIEF ED MEZULIS



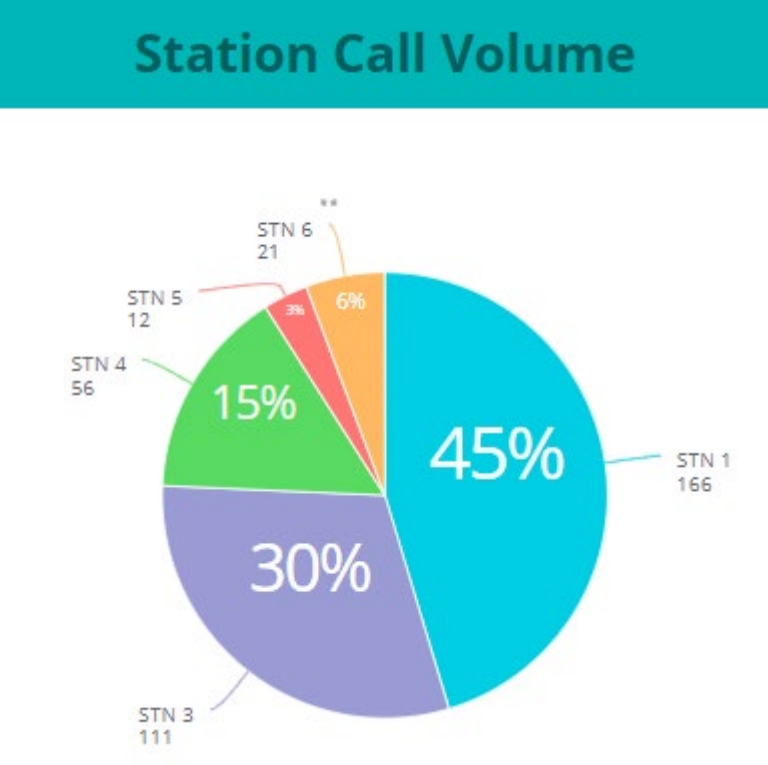
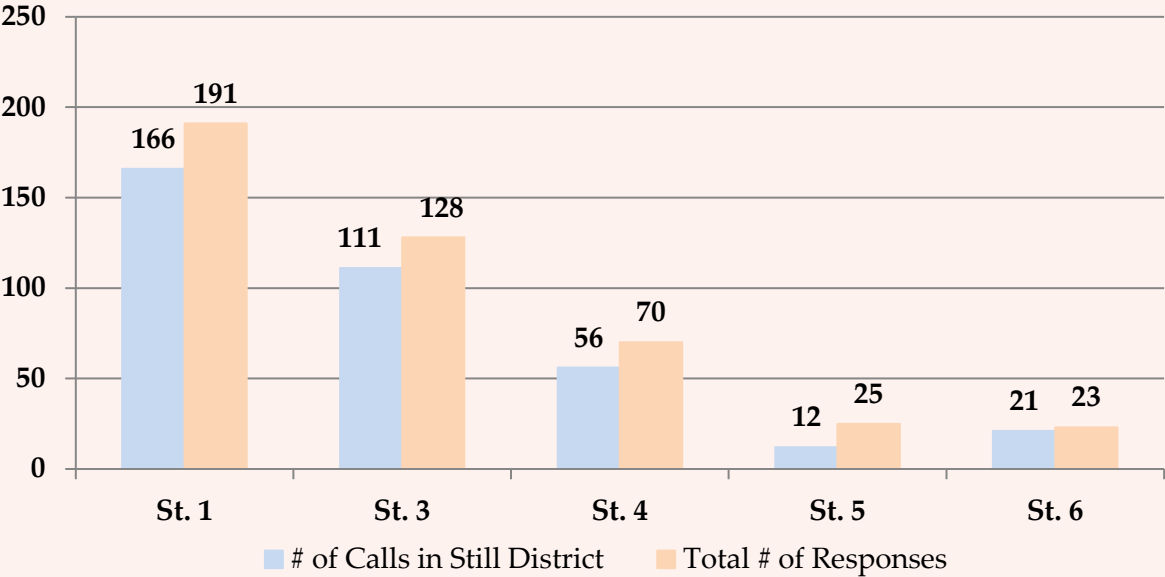
THE INCIDENT SUMMARY PROVIDES AN OVERVIEW OF THE NUMBER OF CALLS FOR EACH MONTH AND THE TYPE OF INCIDENTS. A YEAR-TO-DATE COMPARISON OF THE PRIOR YEAR IS PROVIDED TO VIEW HOW SFD'S CALLS ARE TRENDING FROM THE YEAR PRIOR.

2024 Monthly Incident Summary



THE CHART SHOWS THE TOTAL NUMBER OF CALLS RECEIVED IN EACH STATION'S RESPONSE AREA, COMPARED TO THE TOTAL NUMBER OF CALLS TO WHICH EACH STATION'S CREWS RESPONDED. STATION CREWS NOT ONLY RESPOND TO THEIR OWN AREA, BUT, WHEN NEEDED, TO OTHER AREAS OF THE FIRE DISTRICT.

Responses by Station
April 2024



AMBULANCE & RESPONSE TIMES

Emergency Responses

Dispatch Handling Time

Turnout Time

Unit Travel Time

Total Response Time

Median of Dispatch Notified Alarm Handling Time

00m:43s

Median Turnout Time

01m:45s

Median Travel Time

04m:07s



90th Percentile Dispatch Time

01m:14s

90th Percentile Turnout Time 02m:44s

90th Percentile Travel Time 11m:08s

Specific Ambulance Times

Ambulance Total EMS Emergent Response Time

Total EMS Ambulance Road Time



Median Total EMS Ambulance Road Time

01h:27m:21s

90th Percentile Total EMS Ambulance Road Time 02h:42m:03s

Incident Type

4/24/24

Dear Sedona Fire Dept

Thank you so much for
recently changing batteries
on our 5 smoke alarms
mounted on 10 ft ceilings

We are in our 80s and
fearful of ladders + falls!

Enclosed is a \$50
donation as appreciation
for a job well done
Regards
Bob and Mary Hoenig

Bob & Mary Hoenig w/\$50 donation



Robert & Joanie Neri
\$50 Gift Card

**INTERGOVERNMENTAL AGREEMENT FOR SHARED COMMUNITY
RISK REDUCTION SERVICES BETWEEN**

**VERDE VALLEY FIRE DISTRICT
AND
COPPER CANYON FIRE AND MEDICAL DISTRICT
AND
SEDONA FIRE DISTRICT**

This Intergovernmental Agreement (IGA) for the provision of shared Community Risk Reduction Services (CRRS) is made effective and entered into this 21st day of May, 2024, by and between the VERDE VALLEY FIRE DISTRICT (VVFD), the COPPER CANYON FIRE AND MEDICAL DISTRICT (CCFMD), and the SEDONA FIRE DISTRICT (SFD), all of which are political subdivisions of the State of Arizona, located in Coconino and Yavapai County, Arizona and are organized under ARS §48-802, et seq. VVFD, CCFMD, and SFD shall be referred to together herein as the “Fire Districts”, “Districts”, or “Parties”; and individually as “Fire District”, “District”, or “Party”.

RECITALS

WHEREAS, the Fire Districts have established the need for shared Community Risk Reduction Services (CRR Services) for the purpose of assisting each other in fulfilling all essential duties and responsibilities of the Parties, including but not limited to Inspections, Plan Reviews, Investigations, Grant Completion, Public Education re: Fire Safety, Training, Pre-Planning Services, and other essential duties and functions as the Parties may hereafter agree in writing, and

WHEREAS, each of the Parties do employ, on a full- or part-time basis, employees with the required professional qualifications, expertise, and experience in fulfilling all essential duties and responsibilities for the CRR Services listed above (and as amended by the Parties hereto in writing from time to time) and consistent with the terms of the Job Descriptions for same used by each of the Parties hereto; and

WHEREAS, the Parties each desire to receive such services as it may require from time to time for Community Risk Reduction Services in order to properly fulfill the essential responsibilities and duties of that role within their respective District boundaries, and each of the Parties agrees to engage with the others for these services in exchange for consideration as set forth herein, and

WHEREAS, each of the Parties hereto agrees with the others in order to enable their own employees to participate in Community Risk Reduction Services as set forth hereinabove,

NOW THEREFORE, in consideration of mutual promises and covenants set forth herein, the Fire Districts mutually agree as follows:

COVENANTS

SECTION 1 - PURPOSE

The purpose of this Intergovernmental agreement (IGA) is to establish the means and terms by which each of the Parties shall receive CRR Services from the others.

SECTION 2- SCOPE

The Parties' Responsibilities and Obligations:

Each of the Parties shall:

1. Permit its employees with the required professional qualifications, expertise, and experience and any required staff to provide such services to the other Parties hereto, subject to the conditions, limitations and guidelines set forth below.
2. Provide their own employees with the resources (office, computer, cell phone, necessary equipment, staffing, vehicle) and will bear the costs of same separately and individually, each for its own employees, for all such resources suitable for the performance of the CRR Services and responsibilities under this IGA, and provide for the payment of the fuel, maintenance, insurance, and operational expenses for any required vehicle for the purposes contemplated herein including commuting to any or all of the Parties for routine services as listed above and as the Parties may agree in writing form time to time; responding to incidents for any Fire District; traveling to meetings or trainings in representation of any Fire District; attending Board meetings for any District a Party hereto; or traveling for other needs of any Fire District a Party hereto as needs may arise;
3. Formally communicate with the Party receiving such CRR Services any challenges or concerns regarding this IGA, and/or any concerns related to the performance of the CRR Services agreed under this IGA, with the intent of resolving such issues and to preserve the intent and purpose of this IGA for the ongoing benefit of all Fire Districts Parties hereto.
4. Notify the providing Fire District of any intent to terminate this IGA as outlined within the terms of this IGA.

JOINTLY THE PARTIES HERETO MUTUALLY AGREE:

1. To not incur legal liability for the actions of one another, other than under the terms and conditions of this IGA. Each Party will be solely and entirely responsible for its own acts and acts of its own Board members, officials, agents, and employees during the performance of this IGA and will indemnify and hold the other harmless from any and all costs, including attorney's fees and costs of court, arising from same as per Section 10 below.
2. Except as otherwise provided for under this IGA, each Party shall be responsible for the acquisition and maintenance of its own equipment.
3. The employee of a party hereto providing CRR Services during the term of this IGA shall be subject to the instructions of the Fire Chief or his designee of the employing Fire District regarding the Services to be provided.

4. The employee shall NOT have the authority to commit his employing Fire District to expenditures inconsistent with the budget and procurement policies approved by each of the Parties' respective Governing Boards.
5. The employee of a Fire District shall NOT have the authority to commit staff and work product to areas that may be deemed mutually beneficial to any Party without prior written approval from the Fire Chief or the Governing Boards of that employee's Fire District.
6. Each Party herein 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. However, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this IGA.

SECTION 3- CONSIDERATION

In exchange for providing the CRR Services to each of the Parties as outlined herein, each of the Parties will pay its own expenses including but not limited to vehicle expenses, equipment, supplies, fuel, training, certification, salaries and benefits, workers' compensation insurance, and any other required insurance and be solely responsible for all costs associated with same. The Parties expect that each will bear a similar but not necessarily equal expenditure for the CRR Services contemplated hereunder.

SECTION 4 – GENERAL PROVISIONS

1. Each Party agrees to treat its own employees as its employee for purposes of compensation, workman's compensation premiums, benefits, and discipline, and to budget for the expense of all wages, benefits, and taxes, while also accounting for, and paying, all applicable wages, benefits, and payroll taxes.
2. Each of the Parties hereto does hereby retain for the term of this IGA, the CRR Services employee providers of the other Districts parties hereto as a CRR Services employee of the District and agrees to accept CRR Services from the other parties hereto but shall not be responsible for tracking or accounting any of the costs associated with the employment of the CRR Services employee.
3. Each Party shall provide the CRR Services employees of another District offices suitable for completing the functions of the position. The costs associated with providing this office, computer, and office supplies related to CRR Services shall be the responsibility of the party providing same.
4. Each of the parties will solely pay the costs of providing a cell phone or a cell phone stipend to its own CRR Services employee consistent with its current practice.
5. The Party employer of the CRR Services employee shall provide a uniform allowance to its employees for uniforms containing identification of each District. All Districts

acknowledge and agree that there may be occasions when the CRR Services employee could be wearing a uniform of one agency, while representing the interests of another. If practical, a uniform that simultaneously represents all Districts may be employed.

6. The cost of the CRR Services employee participation in various trade associations (National Fire Protection Association, Arizona Fire District Association, Arizona Ambulance Association, International Association of Arson Investigators, Arizona Chapter of the International Association of Arson Investigators, etc.), as determined under this IGA, and the dues for maintaining these memberships shall be paid by the CRR Services' employee's employer even though the CRR Services employee may be serving as the point of contact for several agencies. In the event all or some agencies choose to belong to a particular organization, then each shall pay their own membership fees.
7. The costs associated with the CRR Services employee attending training and conferences shall be part of the responsibility of the employee's employer.

SECTION 5 – DUTIES

The CRR Services employee's duties to be performed on behalf of any of the Parties shall be determined by the Fire Chief of the District employing the employee, on an ongoing basis after consultation with the respective Governing Boards of the parties, taking into account the expectations of each agency and those responsibilities normally assigned to the CRR Services employee. However, other admin staff, labor leaders or contracted positions may be called upon to participate if their specific field of expertise is needed.

SECTION 6 - SEVERABILITY

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

SECTION 7 – LIABILITY INSURANCE

Each Fire District shall maintain, during the life of this IGA, a policy of liability insurance naming the other Parties as an additionally named insured, in the minimum amount of \$3,000,000.00 per occurrence with aggregate liability coverage of \$6,000,000.00. In the alternative, each Fire District may self-insure in accordance with the above-referenced liability amounts.

SECTION 8 – TERM

The term of this IGA shall be effective upon it being signed by the authorized representatives of all Fire Districts parties hereto and shall remain in effect from the date it is signed, until the end of the fiscal year of the Districts (June 30th) and shall automatically renew for successive one-year terms thereafter unless terminated by any party.

SECTION 9 – TERMINATION

This IGA may be terminated by a Fire District, for any reason, effective sixty (60) days from the giving of written notice to the other party at the following addresses:

Verde Valley Fire District
Attn: Fire Board
2700 E Godard Road
Cottonwood, AZ 86326

Copper Canyon Fire and Medical District
Attn: Fire Board
26 B West Salt Mine Road
Camp Verde, AZ 86322

Sedona Fire District
Attn: Fire Board
2860 Southwest Drive
Sedona Arizona 86336

Any Party may cancel this IGA pursuant to the terms of A.R.S. §38-511.

SECTION 10 – INDEMNIFICATION

The Parties to this IGA shall indemnify and hold harmless each other and their respective Districts, Boards, employees, and agents, from any and all claims, liabilities, and expenses, resulting from the indemnifying Party's negligence incurred in connection with the performance of its responsibilities under this IGA. Nothing herein shall be construed as a waiver by either Party of the right to bring an action for contribution against the other or as against any third person or entity. This Indemnification clause will survive the termination of this IGA. Nothing herein shall be construed to modify the gross negligence standard of A.R.S. § 48-818. Proof of coverage will be made available by each District to the other at least one (1) week prior to the execution hereof. Further, each District shall confirm that the other is included on its own policies as an additional insured at least one (1) week prior to the signing hereof.

SECTION 11 – WORKERS COMPENSATION COVERAGE

For purposes of A.R.S. §23-1022, each District shall be considered the primary employer of its own CRR Services employee or employees and agrees to provide Workers Compensation Insurance for its own employees in accordance with all applicable Federal and State Laws. Each Party herein shall also comply with the provisions of A.R.S. §23-1022(E) by posting the required employee notice of Workers Compensation Insurance.

SECTION 12 – NON-DISCRIMINATION

The Parties warrant that they comply 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. The Parties 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 Nondiscrimination Act of 2008.

SECTION 13 – BINDING EFFECT

This IGA shall be binding upon the Parties and any successor-in-interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents of either Party.

SECTION 14 – WAIVER OF JURY TRIAL

The Parties hereto expressly covenant and agree that in the event of litigation arising from this IGA, each Party agrees to waive its right to trial by jury.

SECTION 15 – WAIVER OF ATTORNEY'S FEES

The Parties hereto expressly covenant and agree that in the event of litigation arising from this IGA, neither Party shall be entitled to an award of attorney's fees as against the other, either pursuant to the IGA, pursuant to A.R.S §12-341.01(A), or pursuant to any other state or federal statute.

SECTION 16 – WAIVER OF BREACH

The waiver by any Party for any breach by any of the others of any term, covenant, or condition of any in this IGA shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the IGA. No term, covenant, or condition hereof can be waived except buy the written consent of both Parties and forbearance or indulgence by either Party in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by the other Party.

SECTION 17 – AMENDMENT AND CONSTRUCTION

This IGA sets forth the entire understanding of the Parties as to the matters set forth herein as of the date of this IGA and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by the authorized representatives of each of the Parties hereto. This IGA is

intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.

SECTION 18 – PRIVACY

Each Party acknowledges that, or its employees or agents may, in the performance of its obligations under this IGA, come into possession of information that is confidential or privileged. In that event, said Party shall maintain the private or confidential nature of that information. In addition, each Party agrees to execute a Business Associate Agreement if required by the other Party.

SECTION 19 - HIPAA

Each Party agrees to comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of this MOU. Each party agrees not to use or disclose PHI except as permitted by law.

SECTION 20 – NO THIRD-PARTY INTEREST

This IGA shall be binding upon the Parties and any successor-in-interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents of any Party.

SECTION 21 – NON-APPROPRIATION

Notwithstanding anything contained in this IGA to the contrary, with respect to any District governed under Title 48 of the Arizona Revised Statutes, in the event that it is determined by a District that it may not commit to payments of funds beyond a specific fiscal year in which funds have been actually appropriated for payment by the District under this IGA (including any period after termination of the Agency’s participation), said District’s obligation to make payments under this IGA and its participation in this IGA shall terminate on the last day of the fiscal year during which said funds were actually appropriated by said District. Said District shall immediately notify the other of such occurrence of non-appropriation. Each District shall be obliged only to make such payments as are duly and lawfully appropriated by the Governing Board for a specific fiscal period, including but not limited to, any period of time after termination of participation under this IGA.

SECTION 22 – AMICABLE SETTLEMENT/ARBITRATION

Any and all disputes, controversies and conflicts between the Parties arising out of or relating to or in connection with this IGA and the performance or non-performance of the obligations set forth herein shall, so far as is possible, be settled amicably between the Parties within forty-five (45)

days after written notice of such dispute, controversy or conflict has been given by one Party to the other Parties.

Failing such, the Parties to this IGA then agree to resolve all disputes, controversies, and conflicts arising out of or relating to this IGA through arbitration, pursuant to the Uniform Arbitration rules as adopted in the State of Arizona after exhausting applicable administrative review, if any. In any event, the Parties hereto waive any rights to a trial by jury. The Parties hereto further expressly covenant and agree that each Party shall be responsible for their own attorneys' fees incurred in conjunction with any dispute, arbitration or judicial action arising from this IGA. In the event of litigation arising from this IGA, no Party shall be entitled to an award of attorneys' fees, either pursuant to this IGA, pursuant to A.R.S. § 12-0341.01, or pursuant to any other state or federal statute.

SECTION 23 – CONSENT AND WAIVER

The Parties consent to Nicolas J. Cornelius, Esq., and the Law Office of Nicolas J. Cornelius, PLLC representing the Verde Valley Fire District in conjunction with this IGA, and acknowledge that Nicolas J. Cornelius and the Law Office of Nicolas J. Cornelius, PLLC does represent the Verde Valley Fire District and other fire districts on an ongoing basis, in unrelated matters and does hereby waive any conflict of interest that may arise by reason of his representation of the Verde Valley Fire District in this matter.

The Parties further consent to William R. Whittington and the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, PLLC representing the Sedona Fire District in conjunction with this IGA, and acknowledge that William R. Whittington and the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, PLLC may represent other fire districts, including the undersigned, in unrelated matters and does hereby waive any conflict of interest that may arise by reason of the representation of the Sedona Fire District in this matter.

SECTION 24 – EQUIPMENT AT TERMINATION

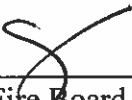
It is not contemplated that the Parties to this IGA may contribute equipment or property in furtherance hereof. However, to the extent there is a contribution, pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination any property contributed by either Party shall be returned to the respective Party.

IN WITNESS WHEREOFF, The Parties enter into this IGA on the date(s) set forth below.

VERDE VALLEY FIRE DISTRICT

By: 
Chairperson/Fire Board

Date: 4/23/24

By: 
Clerk/Fire Board

Date: 4/23/24

COPPER CANYON FIRE AND MEDICAL DISTRICT

By: 
Chairperson/Fire Board

Date: 4/17/2024

By: 
Clerk/Fire Board

Date: 4/18/24

SEDONA FIRE DISTRICT

By: _____
Chairperson/Fire Board

Date: _____

By: _____
Clerk/Fire Board

Date: _____

The foregoing IGA has been reviewed by undersigned counsel, who has determined that the IGA is in proper form and within the powers and authority granted under the laws of this state.

VERDE VALLEY FIRE DISTRICT

By: _____
Attorney
Date: _____

SEDONA FIRE DISTRICT

By: _____
Attorney
Date: _____

**INTERGOVERNMENTAL AGREEMENT FOR SHARED COMMUNITY
RISK REDUCTION SERVICES BETWEEN**

**VERDE VALLEY FIRE DISTRICT
AND
COPPER CANYON FIRE AND MEDICAL DISTRICT
AND
SEDONA FIRE DISTRICT**

This Intergovernmental Agreement (IGA) for the provision of shared Community Risk Reduction Services (CRRS) is made effective and entered into this 21st day of May, 2024, by and between the VERDE VALLEY FIRE DISTRICT (VVFD), the COPPER CANYON FIRE AND MEDICAL DISTRICT (CCFMD), and the SEDONA FIRE DISTRICT (SFD), all of which are political subdivisions of the State of Arizona, located in Coconino and Yavapai County, Arizona and are organized under ARS §48-802, et seq. VVFD, CCFMD, and SFD shall be referred to together herein as the “Fire Districts”, “Districts”, or “Parties”; and individually as “Fire District”, “District”, or “Party”.

RECITALS

WHEREAS, the Fire Districts have established the need for shared Community Risk Reduction Services (CRR Services) for the purpose of assisting each other in fulfilling all essential duties and responsibilities of the Parties, including but not limited to Inspections, Plan Reviews, Investigations, Grant Completion, Public Education re: Fire Safety, Training, Pre-Planning Services, and other essential duties and functions as the Parties may hereafter agree in writing, and

WHEREAS, each of the Parties do employ, on a full- or part-time basis, employees with the required professional qualifications, expertise, and experience in fulfilling all essential duties and responsibilities for the CRR Services listed above (and as amended by the Parties hereto in writing from time to time) and consistent with the terms of the Job Descriptions for same used by each of the Parties hereto; and

WHEREAS, the Parties each desire to receive such services as it may require from time to time for Community Risk Reduction Services in order to properly fulfill the essential responsibilities and duties of that role within their respective District boundaries, and each of the Parties agrees to engage with the others for these services in exchange for consideration as set forth herein, and

WHEREAS, each of the Parties hereto agrees with the others in order to enable their own employees to participate in Community Risk Reduction Services as set forth hereinabove,

NOW THEREFORE, in consideration of mutual promises and covenants set forth herein, the Fire Districts mutually agree as follows:

COVENANTS

SECTION 1 - PURPOSE

The purpose of this Intergovernmental agreement (IGA) is to establish the means and terms by which each of the Parties shall receive CRR Services from the others.

SECTION 2- SCOPE

The Parties' Responsibilities and Obligations:

Each of the Parties shall:

1. Permit its employees with the required professional qualifications, expertise, and experience and any required staff to provide such services to the other Parties hereto, subject to the conditions, limitations and guidelines set forth below.
2. Provide their own employees with the resources (office, computer, cell phone, necessary equipment, staffing, vehicle) and will bear the costs of same separately and individually, each for its own employees, for all such resources suitable for the performance of the CRR Services and responsibilities under this IGA, and provide for the payment of the fuel, maintenance, insurance, and operational expenses for any required vehicle for the purposes contemplated herein including commuting to any or all of the Parties for routine services as listed above and as the Parties may agree in writing form time to time; responding to incidents for any Fire District; traveling to meetings or trainings in representation of any Fire District; attending Board meetings for any District a Party hereto; or traveling for other needs of any Fire District a Party hereto as needs may arise;
3. Formally communicate with the Party receiving such CRR Services any challenges or concerns regarding this IGA, and/or any concerns related to the performance of the CRR Services agreed under this IGA, with the intent of resolving such issues and to preserve the intent and purpose of this IGA for the ongoing benefit of all Fire Districts Parties hereto.
4. Notify the providing Fire District of any intent to terminate this IGA as outlined within the terms of this IGA.

JOINTLY THE PARTIES HERETO MUTUALLY AGREE:

1. To not incur legal liability for the actions of one another, other than under the terms and conditions of this IGA. Each Party will be solely and entirely responsible for its own acts and acts of its own Board members, officials, agents, and employees during the performance of this IGA and will indemnify and hold the other harmless from any and all costs, including attorney's fees and costs of court, arising from same as per Section 10 below.
2. Except as otherwise provided for under this IGA, each Party shall be responsible for the acquisition and maintenance of its own equipment.
3. The employee of a party hereto providing CRR Services during the term of this IGA shall be subject to the instructions of the Fire Chief or his designee of the employing Fire District regarding the Services to be provided.

4. The employee shall NOT have the authority to commit his employing Fire District to expenditures inconsistent with the budget and procurement policies approved by each of the Parties' respective Governing Boards.
5. The employee of a Fire District shall NOT have the authority to commit staff and work product to areas that may be deemed mutually beneficial to any Party without prior written approval from the Fire Chief or the Governing Boards of that employee's Fire District.
6. Each Party herein 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. However, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this IGA.

SECTION 3- CONSIDERATION

In exchange for providing the CRR Services to each of the Parties as outlined herein, each of the Parties will pay its own expenses including but not limited to vehicle expenses, equipment, supplies, fuel, training, certification, salaries and benefits, workers' compensation insurance, and any other required insurance and be solely responsible for all costs associated with same. The Parties expect that each will bear a similar but not necessarily equal expenditure for the CRR Services contemplated hereunder.

SECTION 4 – GENERAL PROVISIONS

1. Each Party agrees to treat its own employees as its employee for purposes of compensation, workman's compensation premiums, benefits, and discipline, and to budget for the expense of all wages, benefits, and taxes, while also accounting for, and paying, all applicable wages, benefits, and payroll taxes.
2. Each of the Parties hereto does hereby retain for the term of this IGA, the CRR Services employee providers of the other Districts parties hereto as a CRR Services employee of the District and agrees to accept CRR Services from the other parties hereto but shall not be responsible for tracking or accounting any of the costs associated with the employment of the CRR Services employee.
3. Each Party shall provide the CRR Services employees of another District offices suitable for completing the functions of the position. The costs associated with providing this office, computer, and office supplies related to CRR Services shall be the responsibility of the party providing same.
4. Each of the parties will solely pay the costs of providing a cell phone or a cell phone stipend to its own CRR Services employee consistent with its current practice.
5. The Party employer of the CRR Services employee shall provide a uniform allowance to its employees for uniforms containing identification of each District. All Districts

acknowledge and agree that there may be occasions when the CRR Services employee could be wearing a uniform of one agency, while representing the interests of another. If practical, a uniform that simultaneously represents all Districts may be employed.

6. The cost of the CRR Services employee participation in various trade associations (National Fire Protection Association, Arizona Fire District Association, Arizona Ambulance Association, International Association of Arson Investigators, Arizona Chapter of the International Association of Arson Investigators, etc.), as determined under this IGA, and the dues for maintaining these memberships shall be paid by the CRR Services' employee's employer even though the CRR Services employee may be serving as the point of contact for several agencies. In the event all or some agencies choose to belong to a particular organization, then each shall pay their own membership fees.
7. The costs associated with the CRR Services employee attending training and conferences shall be part of the responsibility of the employee's employer.

SECTION 5 – DUTIES

The CRR Services employee's duties to be performed on behalf of any of the Parties shall be determined by the Fire Chief of the District employing the employee, on an ongoing basis after consultation with the respective Governing Boards of the parties, taking into account the expectations of each agency and those responsibilities normally assigned to the CRR Services employee. However, other admin staff, labor leaders or contracted positions may be called upon to participate if their specific field of expertise is needed.

SECTION 6 - SEVERABILITY

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

SECTION 7 – LIABILITY INSURANCE

Each Fire District shall maintain, during the life of this IGA, a policy of liability insurance naming the other Parties as an additionally named insured, in the minimum amount of \$3,000,000.00 per occurrence with aggregate liability coverage of \$6,000,000.00. In the alternative, each Fire District may self-insure in accordance with the above-referenced liability amounts.

SECTION 8 – TERM

The term of this IGA shall be effective upon it being signed by the authorized representatives of all Fire Districts parties hereto and shall remain in effect from the date it is signed, until the end of the fiscal year of the Districts (June 30th) and shall automatically renew for successive one-year terms thereafter unless terminated by any party.

SECTION 9 – TERMINATION

This IGA may be terminated by a Fire District, for any reason, effective sixty (60) days from the giving of written notice to the other party at the following addresses:

Verde Valley Fire District
Attn: Fire Board
2700 E Godard Road
Cottonwood, AZ 86326

Copper Canyon Fire and Medical District
Attn: Fire Board
26 B West Salt Mine Road
Camp Verde, AZ 86322

Sedona Fire District
Attn: Fire Board
2860 Southwest Drive
Sedona Arizona 86336

Any Party may cancel this IGA pursuant to the terms of A.R.S. §38-511.

SECTION 10 – INDEMNIFICATION

The Parties to this IGA shall indemnify and hold harmless each other and their respective Districts, Boards, employees, and agents, from any and all claims, liabilities, and expenses, resulting from the indemnifying Party's negligence incurred in connection with the performance of its responsibilities under this IGA. Nothing herein shall be construed as a waiver by either Party of the right to bring an action for contribution against the other or as against any third person or entity. This Indemnification clause will survive the termination of this IGA. Nothing herein shall be construed to modify the gross negligence standard of A.R.S. § 48-818. Proof of coverage will be made available by each District to the other at least one (1) week prior to the execution hereof. Further, each District shall confirm that the other is included on its own policies as an additional insured at least one (1) week prior to the signing hereof.

SECTION 11 – WORKERS COMPENSATION COVERAGE

For purposes of A.R.S. §23-1022, each District shall be considered the primary employer of its own CRR Services employee or employees and agrees to provide Workers Compensation Insurance for its own employees in accordance with all applicable Federal and State Laws. Each Party herein shall also comply with the provisions of A.R.S. §23-1022(E) by posting the required employee notice of Workers Compensation Insurance.

SECTION 12 – NON-DISCRIMINATION

The Parties warrant that they comply 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. The Parties 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 Nondiscrimination Act of 2008.

SECTION 13 – BINDING EFFECT

This IGA shall be binding upon the Parties and any successor-in-interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents of either Party.

SECTION 14 – WAIVER OF JURY TRIAL

The Parties hereto expressly covenant and agree that in the event of litigation arising from this IGA, each Party agrees to waive its right to trial by jury.

SECTION 15 – WAIVER OF ATTORNEY'S FEES

The Parties hereto expressly covenant and agree that in the event of litigation arising from this IGA, neither Party shall be entitled to an award of attorney's fees as against the other, either pursuant to the IGA, pursuant to A.R.S §12-341.01(A), or pursuant to any other state or federal statute.

SECTION 16 – WAIVER OF BREACH

The waiver by any Party for any breach by any of the others of any term, covenant, or condition of any in this IGA shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the IGA. No term, covenant, or condition hereof can be waived except buy the written consent of both Parties and forbearance or indulgence by either Party in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by the other Party.

SECTION 17 – AMENDMENT AND CONSTRUCTION

This IGA sets forth the entire understanding of the Parties as to the matters set forth herein as of the date of this IGA and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by the authorized representatives of each of the Parties hereto. This IGA is

intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.

SECTION 18 – PRIVACY

Each Party acknowledges that, or its employees or agents may, in the performance of its obligations under this IGA, come into possession of information that is confidential or privileged. In that event, said Party shall maintain the private or confidential nature of that information. In addition, each Party agrees to execute a Business Associate Agreement if required by the other Party.

SECTION 19 - HIPAA

Each Party agrees to comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of this MOU. Each party agrees not to use or disclose PHI except as permitted by law.

SECTION 20 – NO THIRD-PARTY INTEREST

This IGA shall be binding upon the Parties and any successor-in-interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents of any Party.

SECTION 21 – NON-APPROPRIATION

Notwithstanding anything contained in this IGA to the contrary, with respect to any District governed under Title 48 of the Arizona Revised Statutes, in the event that it is determined by a District that it may not commit to payments of funds beyond a specific fiscal year in which funds have been actually appropriated for payment by the District under this IGA (including any period after termination of the Agency’s participation), said District’s obligation to make payments under this IGA and its participation in this IGA shall terminate on the last day of the fiscal year during which said funds were actually appropriated by said District. Said District shall immediately notify the other of such occurrence of non-appropriation. Each District shall be obliged only to make such payments as are duly and lawfully appropriated by the Governing Board for a specific fiscal period, including but not limited to, any period of time after termination of participation under this IGA.

SECTION 22 – AMICABLE SETTLEMENT/ARBITRATION

Any and all disputes, controversies and conflicts between the Parties arising out of or relating to or in connection with this IGA and the performance or non-performance of the obligations set forth herein shall, so far as is possible, be settled amicably between the Parties within forty-five (45)

days after written notice of such dispute, controversy or conflict has been given by one Party to the other Parties.

Failing such, the Parties to this IGA then agree to resolve all disputes, controversies, and conflicts arising out of or relating to this IGA through arbitration, pursuant to the Uniform Arbitration rules as adopted in the State of Arizona after exhausting applicable administrative review, if any. In any event, the Parties hereto waive any rights to a trial by jury. The Parties hereto further expressly covenant and agree that each Party shall be responsible for their own attorneys' fees incurred in conjunction with any dispute, arbitration or judicial action arising from this IGA. In the event of litigation arising from this IGA, no Party shall be entitled to an award of attorneys' fees, either pursuant to this IGA, pursuant to A.R.S. § 12-0341.01, or pursuant to any other state or federal statute.

SECTION 23 – CONSENT AND WAIVER

The Parties consent to Nicolas J. Cornelius, Esq., and the Law Office of Nicolas J. Cornelius, PLLC representing the Verde Valley Fire District in conjunction with this IGA, and acknowledge that Nicolas J. Cornelius and the Law Office of Nicolas J. Cornelius, PLLC does represent the Verde Valley Fire District and other fire districts on an ongoing basis, in unrelated matters and does hereby waive any conflict of interest that may arise by reason of his representation of the Verde Valley Fire District in this matter.

The Parties further consent to William R. Whittington and the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, PLLC representing the Sedona Fire District in conjunction with this IGA, and acknowledge that William R. Whittington and the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, PLLC may represent other fire districts, including the undersigned, in unrelated matters and does hereby waive any conflict of interest that may arise by reason of the representation of the Sedona Fire District in this matter.

SECTION 24 – EQUIPMENT AT TERMINATION

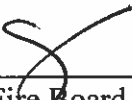
It is not contemplated that the Parties to this IGA may contribute equipment or property in furtherance hereof. However, to the extent there is a contribution, pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination any property contributed by either Party shall be returned to the respective Party.

IN WITNESS WHEREOFF, The Parties enter into this IGA on the date(s) set forth below.

VERDE VALLEY FIRE DISTRICT

By: 
Chairperson/Fire Board

Date: 4/23/24

By: 
Clerk/Fire Board

Date: 4/23/24

COPPER CANYON FIRE AND MEDICAL DISTRICT

By: 
Chairperson/Fire Board

Date: 4/17/2024

By: 
Clerk/Fire Board

Date: 4/18/24

SEDONA FIRE DISTRICT

By: _____
Chairperson/Fire Board

Date: _____

By: _____
Clerk/Fire Board

Date: _____

The foregoing IGA has been reviewed by undersigned counsel, who has determined that the IGA is in proper form and within the powers and authority granted under the laws of this state.

VERDE VALLEY FIRE DISTRICT

By: _____
Attorney
Date: _____

SEDONA FIRE DISTRICT

By: _____
Attorney
Date: _____

50TH ANNIVERSARY



EMS WEEK

May 19-25, 2024

**HONORING OUR PAST.
FORGING OUR FUTURE.**

EMS Week Proclamation

To designate the Week of May 19 - 25, 2024, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I, Dave Soto, Governing Fire Board Chair, Sedona, AZ, in recognition of this event do hereby proclaim the week of May 19 - 25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

The 50th Anniversary of EMS Week theme is **EMS WEEK: Honoring Our Past. Forging Our Future**. I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Dave Soto, Board Chair

SFD Celebrates



MAY 25, 2024

10:00-2:00



Sedona
Fire
District



50TH ANNIVERSARY



EMS WEEK

May 19-25, 2024

**HONORING OUR PAST.
FORGING OUR FUTURE.**

- Apparatus Display
- Guardian Air Helicopter - NOON
- Hands-only CPR classes
- Safety & Prevention Information
- Fire Station Tours with firefighters, EMT's & Paramedics
- Burgers & Hot Dogs cooked by the Fire Chief



📞 928-282-6800

📍 STATION 3,
125 SLIDE ROCK ROAD
VILLAGE OF OAK CREEK



THANK YOU

Governing Fire Board

Sedona Fire District

Sedona, AZ

www.sedonafire.org