

VERSION 1.1
May 15, 2024



BOARD OF DIRECTORS MEETING

May 15, 2024

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

BOARD OF DIRECTORS MEETING AGENDA FOR MAY 15, 2024

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, May 15, 2024. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting room will be accessible to the public at 5:00 p.m. and will begin at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

- 1. Review and approval of the April 2024 financial reports and bank reconciliations.**
- 2. Recognition of employee performance, achievements, and special recognition for community members.**

3. Call to the Public.

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

4. Consideration and possible approval of all consent agenda items listed below:

- A. Board Meeting Minutes from April 17, 2024
- B. Arizona Mutual Aid Compact (AZMAC) Agreement

5. Discussion and possible approval of changing the July 17, 2024 Board Meeting date to July 24, 2024.

6. Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2024 / 2025 Revenue and Expenditure Budget and adoption of Resolution 2024-05-15-08.

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

7. Reports

Senior Leadership Team (SLT):

Fire Chief John Whitney

Assistant Chief Brian Read

Transportation Services Director Billy Warren

Assistant Chief Richard Mooney

Administrative Services Director Anna Butel

James Vincent Group

President Colt Weddell

8. New Business / Future Agenda Items.

9. Announcements and Document Signing.

10. Adjourn

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the Governing Board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: May 9, 2024

At: 1500 Hours

By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

Agenda Item Title

Review and approval of the April 2024 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

The James Vincent Group prepares the monthly financial reports. The District’s annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.
 - a. The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), Debt Interest (600) and Certificates of Participation (700) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District’s cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District’s Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer’s monthly bank statement and the District’s Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion
“Motion to approve the April 2024 financial reports and bank reconciliations.”



Superstition Fire & Medical District
Governing Board Acceptance of Fire District's
Financial Statements and Bank Reconciliations

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **April 2024**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Special Projects (400) Fund
 - e. Debt Principle (500) Fund
 - f. Debt Interest (600) Fund
 - g. Certificates of Participation (700) Fund

Kathleen Chamberlain, Board Chair

Date



April 2024

Governing Board Meeting – May 15, 2024

Agenda Item: 2

Agenda Item Title

Recognition of employee performance, achievements, and special recognition for community members.

Submitted By

Fire Chief John Whitney

Assistant Chief Brian Read

Assistant Chief Richard Mooney

Background/Discussion

This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

May Service Anniversaries

22 Years of Service

Firefighter **Paul Garcia**

Firefighter / Paramedic **Stephan Wagner**

8 Years of Service

Firefighter / Paramedic **Kevin Montgomery**

3 Years of Service

Fire Chief **John Whitney**

Firefighter **Michael Gallagher**

2 Years of Service

Paramedic **Amanda Valles**

1 Year of Service

Firefighter / Paramedic **Sean Semrad**

EMT **Nick Selover**

Fire Mechanic I **Jesse Stapleton**

Annual Award Winners for 2024

Travis Yates, Captain / Paramedic – **Officer of the Year**

Dan Elliott, Captain / Paramedic – **Officer of the Year**

Trey Schow, Engineer – **Firefighter of the Year**

Amanda Valles, Paramedic – **Transportation Services Employee of the Year**

Anna Butel, Administrative Services Director – **Civilian Employee of the Year**

Vaughn Croshaw, Fleet Services Manager – **Meritorious Service Award**



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Governing Board Meeting – May 15, 2024

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the Board's discretion). The Board may also direct staff to follow up on the issue with the citizen.

Scheduled

None



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Governing Board Meeting – May 15, 2024

Agenda Item: 4

Agenda Item Title

Consideration and possible approval of all consent agenda items as listed below:

- A. Board Meeting Minutes from April 17, 2024 – **Appendix A**
- B. Arizona Mutual Aid Compact (AZMAC) Agreement - **Appendix B**

Background/Discussion

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

Recommended Motion

“Motion to approve the consent agenda items for May 15, 2024.”



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Governing Board Meeting – May 15, 2024

Agenda Item: #5

Agenda Item Title

Discussion and possible approval of changing the July 17, 2024, board meeting date to July 24, 2024.

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

On July 17, 2024, most members of staff will either be attending the AFCA/AFDA Conference or the AFSAP Seminar. These conferences are highly valuable and provide connectivity with other fire agencies in the area. Staff are requesting to move the July meeting back one week to July 24, 2024.

Financial Impact(s)/Budget Line Item

na

Enclosure(s)

na

Recommended Motion

“Motion to approve July 24, 2024, as the date for the July Board Meeting”



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Governing Board Meeting – May 15, 2024

Agenda Item: #6

Agenda Item Title

Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2024 / 2025 Revenue and Expenditure Budget and adoption of **Resolution 2024-05-15-08**.

Submitted By

Fire Chief John Whitney
James Vincent Group

Background/Discussion

A Tentative Fiscal Year 2024 / 2025 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period.

The Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a Tentative Budget by adopting **Resolution 2024-05-15-08** at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least a 20-day public review and comment period.

The budget the Staff is presenting represents a tax rate of \$3.69 per hundred dollars of secondary valuation for District operations and a \$0.115 special assessment related to the JPMorgan Chase Refinancing Bond debt principal and interest repayment.

Staff Recommendation:

Approval of **Resolution 2024-05-15-08**: Tentative FY 2024 / 2025 Budget

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2024-05-15-08

Recommended Motion:

"Motion to Adopt Resolution 2024-05-15-08 adopting a tentative budget in the amount of \$27,897,841 for the fiscal year July 1, 2024, through June 30, 2025, using the tax rate of \$3.6900 for operations and \$0.1150 for the principal and interest payment of the Bond refinancing with JP Morgan. Also, giving notice to the public of the tentative budget, and a time and place for a public meeting to hear comments before final adoption of the budget as required by law.



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RESOLUTION 2024-05-15-08
Superstition Fire & Medical District Medical
BUDGET HEARING

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, AND GIVING NOTICE OF THE TIME AND PLACE FOR HEARING TAXPAYERS COMMENTS PRIOR TO THE ADOPTION OF THE BUDGET.

WHEREAS, in accordance with the provisions of Section 48-805, Arizona Revised Statutes, the Governing Board has on this fifteenth day of May 2024, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire and Medical District; and

WHEREAS, in accordance with said section of the Arizona Revised Statutes, the Governing Board wishes to establish a date of public comments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE AND MEDICAL DISTRICT AS FOLLOWS:

That the estimates of revenues and expenditures provided for adoption now establish the adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2024 and ending June 30, 2025, and;

The Governing Board of Directors hereby authorizes the clerk of the Superstition Fire & Medical District to publish, in the manner prescribed by law, the adopted estimates. The Governing Board of Directors will meet for the purpose of holding a public hearing and taking public comment prior to adopting the annual budget for the fiscal year 2024 / 2025 for the Superstition Fire & Medical District, on June 19, 2024. The hearing and meeting will take place at 5:30 p.m. at the Administrative Office, located at 565 N. Idaho Rd., Apache Junction, Arizona.

PASSED AND ADOPTED THIS FIFTEENTH DAY OF MAY 2024, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Connie Van Driel, Board Clerk

Jeff Cross, Board Director

Shawn Kurian, Board Director

Jason Moeller, Board Director

Signed Copy on File with Board Secretary

Governing Board Meeting – May 15, 2024

Agenda Item: 7

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- Senior Leadership Team
- Labor

Recommended Motion:

N/A



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Governing Board Meeting – May 15, 2024

Agenda Item: 8

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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Governing Board Meeting – May 15, 2024

Agenda Item: 9

Agenda Item Title

Announcements and Document Signing

Background / Discussion

The BOD and staff may share and discuss items to be placed on future BOD agendas.

Recommended Motion:

N/A



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Governing Board Meeting – May 15, 2024

Agenda Item: 10

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from April 17, 2024

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

April 17, 2024 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

APRIL 17, 2024

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, APRIL 17, 2024. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Luke Mays

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Director Jeff Cross, Director Jason Moeller. Director Jeff Cross and Director Shawn Kurian attended via conference phone. Clerk Connie Van Driel did not attend the meeting.

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel, Ben Archer with James Vincent Group, Chief Dave Pohlmann and President Colt Weddell. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary and Attorney William Whittington.

1. Review and approval of the March 2024 financial reports and bank reconciliations.

Motion by Director Moeller to approve the March 2024 financial reports and bank reconciliations.

Seconded by Director Cross

Vote 4 ayes, 0 nays, **MOTION PASSED.**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

2. Recognition of employee performance, achievements, and special recognition for community members.

Moment of Silence for previous Board Member Gene Gehrt
Gene Gehrt was on our Board of Directors from 2014 - 2018

April Service Anniversaries

20 Years of Service

Fire Inspector & CRR Specialist **Tina Gerola**

7 Years of Service

Paramedic **Ryan Tonelli**

6 Years of Service

Paramedic **Michael Bigg**

5 Years of Service

Paramedic **Levi Unzeitig**

Community Donations

- Sunrise RV Church \$1000
- Saguaro Canyon Village \$100
- Patricia & Scott Hanson \$100
- Lost Dutchman RV Resort Dreamstitchers Quilt Guild \$400
- Raindance Resort \$200
- Charles Farrell \$100
- Kachina Kraft Klub \$171
- Golden Vista RV Resort Christian Women \$500
- A.J. Mounted Rangers \$1000

3. Call to the Public.

None

4. Consideration and possible approval of all consent agenda items listed below:

- A. Board Meeting Minutes from March 20, 2024
- B. Purchase of two (2) 2023 Ford F150 Trucks
- C. EMS Equipment Purchase – EleGARD Heads-up CPR Devices
- D. Banner Goldfield Medical Center On-Line Medical Direction Agreement
- E. Contract for Medical Services for the Blossom Rock Grand Opening Event
- F. Intergovernmental Agreement with AZ Department of Forestry and Fire Management
- G. Stryker Equipment Service Contract

Motion by Director Moeller to approve all consent agenda items for April 17, 2024.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED

5. Discussion and possible adoption of Resolution 2024-04-17-05: Call for Election.

Motion by Director Moeller to approve Resolution 2024-04-15-05: Call for Election, and to hereby call for an election to be held on November 5, 2024 for the purpose of electing three individuals to serve as Board Directors for a four-year term.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED

6. Discussion and possible adoption of Resolution 2024-04-17-06: Election Workers.

Motion by Director Moeller to approve Resolution 2024-04-17-06: Election Workers, designating that the Fire District’s election workers shall coincide with, and be, the election workers utilized by Pinal County.

Seconded by Director Kurian

Vote 4 ayes, 0 nays, MOTION PASSED

7. Discussion and possible adoption of Resolution 2024-04-17-07: Precincts and Polling Places.

Motion by Director Moeller to approve Resolution 2024-04-17-07: Precincts and Polling Places that the Superstition Fire & Medical District’s Precincts and Polling Places, which are within the boundaries of the Fire District, shall coincide with those of Pinal County.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED

8. Presentation, discussion, and possible direction of Fiscal Year 2024/2025 Budget development.

Topics of discussion:

- Property Tax Revenue
- Ground Transport Revenue
- AZDHS automatic rate increase
- Other Revenue
- Essential operating cost increases impacting the District
- Key operating Budget initiatives within Budget
- Next steps

No Motion

Note: Director Cross left the conference phone call at 6:00 p.m.

9. Senior Leadership Team Reports

Fire Chief Report

- Budget
- Budget Manager Meeting
- Event Management Discussion
- Memorial Service
- Annual Awards Process
- Future Training Center Discussion
- Meeting with A.J. City Manager
- CQI, OPS Meeting, Fire Chief Forum
- CFSI Planning Meeting
- American Legion Post 27 – Firefighter of the Year
- First Annual SFMD Labor Management Retreat

Emergency Services

- Labor Management Retreat
- After action meetings – Special Event and Captains Promotional Process
- Budget prep, budget build, budget review
- EMS Meeting – review of paramedic school and precepting
- Central Arizona Life Safety Council (CALSC)
- CQI – Review
- Country Thunder Operations Review – Gilbert Public Safety
- Renaissance Festival February 3 – March 31
 - 4-person response team
 - UTV
 - Type 6 Brush Truck
 - 583 contacts
 - 33 patient care reports
 - 17 medical transports

Significant Incidents

3/24/2024: 2 & 1 Medical US60 west of Mountain Brook

3/30/2024: 1st alarm residential structure fire E. 10th Avenue, 1st alarm fire reported victim

4/5/2024: Working fire W. 14th Avenue

4/6/2024: Trail Rescue – Massacre Falls Trail

4/6/2024: DPS involved in vehicle accident – wrong way driver on US60

4/8/2024: Trail Rescue - Flat Iron

4/14/2024: Trail Rescue – Lost Dutchman State Park

- Monthly Incident Call Volume

Training

- EVRA 24-1 Week 11
- BC Tactical Training in Phoenix
 - Responding to Wildland Fires
- East Valley Command Training
 - Industrial and Manufacturing Fires
- CAWRT Drill
 - BC Rocha – Operations Chief
 - Captain Frawley – WUI Instructor
- TRT 200 Class Graduates 24-1: Captain Chapman, Firefighter Tavares, Firefighter Logsdon
- Engineers Test Prep
- CAWRT Drill
- Monthly and FYTD Training Hours

EMS

- East Valley Command Training
- Met with Banner Baywood CEO, ER Director, and CNO
- Captain Fox attended the East Valley Image Trend Meeting through the Regional Operation Consistency Committee
- Budget Meetings and Budget Prep
- Regional Meetings EMS ROCC & EV Agency
- CQI Group

Transportation Services

- Pre-delivery inspection of our 1st new ambo at the Horton Factory in Columbus, Ohio
- Implementation of Kno2 qualified health information network
- Submitted request for Automatic Rate Increase to AZDHS
- AEMS Educational Meeting, AEMS Board of Governors Meeting, East Valley Agencies Meeting, CQI Meeting
- Budget work
- Monthly Transportation Volume
- CON Compliance through March 2024

Support Services

Fire Prevention

Plan Reviews – 23

Inspections – 46

Citizen Requests or Assistance – 1

Environmental Requests, Permits, Concerns and Knox Box Assistance – 20

Community Risk Reduction

Community Events – 8

Fire Safety Presentations – 1

Car Seat Placements – 4

School Pub Ed Presentations – 0

AED/CCR Presentations – 2

Support Services

- Read Across America (Peralta Trails Elementary School)
- Pinal County and StandUp A.J. Teen Game Night
- Brookdale Assisted Living Spring Fling
- Donation (\$100 Prevention) Saguaro Canyon Village
- Alverno Nursing Students visit Station 263
- Earth Day Event
- Station 263 Tour (PS Academy for Autism students)
- Boys & Girls Club Fire Truck Display with Alverno Nursing Students
- Labor Management Retreat
- Blossom Rock Meeting on Station 266
- Budget Managers Meeting
- City Meeting (Fiber Optics)
- Site Meeting Mosaic Project (Broadway & Tomahawk)
- Site Meeting Blossom Rock Grand Opening Event
- Fire Investigation Training – Butane/Hash Fires & Explosions

Administrative Services

- Parking Lot Fixed
- Labor Management Retreat
- Budget Preparation – 2024/25
- 2023 SRPMIC Grant Close Out
- Life Scan – Annual Physicals
- PEHP – Project Committee
- SAM Renewal
- Open Enrollment – April 22, 2024 through May 10, 2024
 - Configuration of UKG benefits
 - Aflac under the IAFF’s plan
 - Delta Dental / The Standard / Aetna EAP
- Hiring and Promotions
 - Firefighter Recruit Process – 138 Applicants have been invited to the written exam
 - 6 internal Transportation Services employees testing
 - Engineer Promotional Process – 3 candidates – have passed the written, drive and pump sections. Fire Chief interviews on 4/18/2024
- Computer Services
 - SFMD has vacated Phoenix NAP: off-site data storage
 - Servers are now located at Admin (Telestaff, CAD, and File Server)
 - Seamless integration with the addition of Microsoft 365 accounts
 - Board Member devices will be transitioned from iPads to Windows devices as they are replaced
 - Server room – air conditioning upgrade coming soon

Labor

Committee Process / Update by President Colt Weddell

- Progressive and positive culture
- Committees and Sub-Committees:
- EMS Committee
- Health & Safety Committee
 - Mental Health Sub-Committee (Peer Support Program)
 - Physical Fitness Sub-Committee
 - Cancer Prevention Sub-Committee
- Apparatus Committee – Fleet Replacement Program
 - Ladder Sub Committee
- Fire Blanket Committee
- Special Operations Committee
- Recruitment Committee
- Marketing Committee – Branding / Reputation
- Firefighter Gala Committee

10. New Business / Future Agenda Items

None

11. Announcements / Document Signing

Chief Whitney reminded everyone that “The Battle of the Badges” is this coming Saturday at Prospector Park at 8:00 a.m

12. Adjourn

Motion by Director Moeller to adjourn the board meeting at 7:07 p.m.

Seconded by Director Kurian

Vote 3 ayes, 0 nays, **MOTION PASSED**

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Arizona Mutual Aid Compact (AZMAC) Agreement

Submitted By

Fire Chief John Whitney

Background / Discussion

The Arizona Mutual Aid Compact (AZMAC) agreement we are a signatory to expired on December 31, 2023. In order for resources to be requested in a timely manner from local jurisdictions, county and or the state, we need to sign this agreement and have it updated with the County.

Financial Impact/Budget Line Item

Enclosure(s)

Arizona Mutual Aid Compact (AZMAC) agreement
AZMAC list of signatories



ARIZONA MUTUAL AID COMPACT

This Compact was made and entered into by and among the signatory Parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).

Recitals

WHEREAS one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies, and may require the assistance of another Party or other Parties; and,

WHEREAS it is desirable that all resources of all Parties be available to all other Parties on pre-established terms, in order to respond to such emergencies; and,

WHEREAS it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Parties as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to establish emergency management terms and procedures for participating Parties to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. This Compact shall be construed in accordance with all applicable laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) identify available resources; and (3) provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the dispatch and response of requested resources without incident-specific approvals under an agreement separate from this Compact. These agreements are usually basic contracts; some may be informal accords.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** means the Director of the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).
- **Emergency or Emergencies** means any disaster or contingency situation that requires a collaborative effort among multiple Parties.
- **Local Mutual Aid Agreements** are separate agreements between Parties and/or other entities that involve a formal request for assistance.
- **Party and Parties** refers to any entity(ies) that have signed this Compact. All state agencies, tribal nations, and political subdivisions in the State of Arizona are eligible to sign this Compact as Parties.
- **Political Subdivision** means any county, incorporated city or town, or school district, community college district, or other tax-levying public district.
- **Providing Party** means the Party rendering aid under this Compact to another Party in the event of an emergency.
- **Requesting Party** means the Party seeking aid under this Compact from another Party in the event of an Emergency.
- **Self-deploy** refers to the act of a Party responding to another Party's emergency without being requested by the affected Party.

4. Guiding Framework.

Unless otherwise expressly agreed to in writing by a Providing Party and a Receiving Party in a separate agreement, the Parties agree to interpret the language of the Compact as operating consistently with:

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Chapter 2, Article 3 (addressing the Governor’s Emergency Fund).
- National Incident Management System (NIMS), 2017.

5. Procedures for Requesting Assistance.

Any Party experiencing an emergency may request assistance from any other Party under this Compact. However, when making such requests, consideration should be given to the geographical proximity of the other Parties from which assistance is being requested. All requests for assistance from the State must be coordinated through the Requesting Party’s county emergency manager or tribal emergency manager, whichever is applicable.

Any request for assistance must specify:

1. What the emergency is.
2. The amount and type of resources needed.
3. The estimated period during which such mutual aid is required.

Parties must use the Resource Request form provided in Appendix A. Additionally, it is recommended that Parties utilize WebEOC to track requests.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each Party that plans on retaining or seeking eligibility to receive Emergency Management Performance Grant (EMPG) funds must have an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact, and must provide a copy of its most current plan to DEMA/EM Grants Administration upon request.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director to make available to all other Parties. A minimum of two contacts, preferably

three, must be provided in Appendix B. A Party may update its contact information, at any time, by providing the updated contact information in writing to the Director, who shall make available the updated contact information to all other Parties. The contact list should be updated periodically, when necessary (i.e., personnel change).

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for one hundred percent (100%) of all costs incurred, and as agreed to, within the mutual assistance compact, whether an emergency has been declared or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see Appendix A). The Providing Party and the Requesting Party shall agree upon allowable costs, both actual and estimated, for mutual assistance prior to the dispatch of any mutual assistance resources. In the event that the agreement includes reimbursement of all agreed to activities by the Providing Party, the Providing Party must submit a claim for all costs incurred during the execution of the mission assignment to the Requesting Party. The claim must include copies (no original documents) of all documentation to support their claim of reimbursement, including but not limited to timecards, payroll reports, fringe benefits information, pay policies, vehicle/daily logs, maintenance records, equipment lists, invoices, contracts, receipts, procurement policies, inventory reports, proofs of payments, insurance policies, rental agreements, etc.

The Requesting Party shall reimburse the Providing Party for all sufficiently documented submitted costs, as agreed to, regardless of the existence of a State Declaration or a State-Level Emergency, or a federal Emergency or Major Disaster Declaration.

Self-deployed resources will not be reimbursed under this Compact.

10. Reimbursement Procedures from the State or Federal Government.

The Providing Party shall be reimbursed for costs associated with this Compact by the Requesting Party only. The Providing Party is not eligible for reimbursement from the State or federal government under the terms of this Compact; eligibility for reimbursement from the State or federal government is determined solely by state and/or federal laws and policies. Additionally, neither the State nor the federal government is liable for any claim arising from an emergency for which the applicant receives funds from another source.

Costs and work performed by the Providing Party may, or may not, be reimbursable by the State or federal government, if submitted by the Requesting Party for reimbursement under a State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster declaration. Regardless of eligibility for reimbursement from the State or the federal government under a State Declaration for a State-Level Emergency, or federal Emergency or Major Disaster declaration, the Requesting Party shall fully reimburse the Providing Party's claim, providing all requirements are met. Failure to fully reimburse claims may establish a history of non-payment of AZMAC claims and may disqualify a Requesting Party from being able to be reimbursed under future State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster

declaration events.

11. Personnel Compensation and Insurance.

Except to the extent that reimbursement is separately agreed to, the Requesting Party and the Providing Party each shall be responsible for all compensation of their respective employees and insurance coverage for their respective equipment.

12. Immunity.

Notwithstanding the indemnification provision set forth below, the Parties shall have such immunity as provided by applicable state, federal, or tribal law.

13. Indemnification.

To the extent permitted under applicable laws, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, emergency workers, or volunteers. If a Claim or Claims become subject to this indemnity provision, the Parties in question shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expense and money damages. Notwithstanding the foregoing, nothing herein shall be construed to modify the gross negligence standard applicable to each Party under the law applicable to that Party. Should a Party to this Compact use a contractor for any purpose, that Party must ensure that its contractor(s) (and all of their subcontractors and materials suppliers, regardless of their degree of removal from the Party's contractor) are required to abide by the insurance requirements which are set forth in Appendix C. The obligations under this Section shall survive termination of this Compact.

14. Term.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all Parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

15. Effect of Termination by a Party.

The termination by one or more of the Parties of its/their participation in this Compact shall not affect the operation of this Compact as between the other Parties. The Director shall identify on DEMA's website, with updates as needed, all Parties to this Compact.

16. Compliance with Laws.

Each Party shall comply with all federal, tribal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in such laws, rules and regulations during the terms of this Compact shall apply without the need to amend this Compact.

17. Workers' Compensation.

Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Compact.

18. Insurance.

Except as expressly provided in this Compact, each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Compact shall be construed as a waiver of any limitation on liability that may apply to a Party.

19. Non-Appropriation.

Every payment obligation of each of the Parties under this Compact is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature or other governing body resulting in funds no longer being available for the continuance of that Party's participation in this Compact, that Party may terminate its participation in this Compact as of the end of the period for which funds are available by providing written notice in advance to the Director. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. No Third-Party Beneficiaries.

Nothing in this Compact confers any rights or remedies to any person or entity that is not a Party. Nothing in this Compact affects the legal liability of any Party to this Compact by imposing any standard of care different from the standard of care imposed by law.

21. Entire Compact.

This document constitutes the entire Compact between the Parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, or altered.

22. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

23. Conflict of Interest.

If applicable to the Party in question, that Party may terminate its participation in this Compact, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, creating, or executing this Compact on behalf of the Party is, at

any time while this Compact or any extension is in effect, an employee, agent or consultant of another Party with respect to the subject matter of this Compact.

24. Supervision and Control.

Management of an emergency shall remain with the Party originally responsible for responding to the emergency. From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation, as provided in Section 17 of this Compact) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with the National Incident Management System. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

25. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between any of the Parties that provide for the exchange or furnishing of goods and/or service.

26. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Responsibility of the Department of Emergency and Military Affairs.

Nothing in this Compact limits or restricts the legal duties and obligations of DEMA/EM when responding to the emergency of any Party.

28. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each Party. Upon execution, the counterpart will be provided to the Director. This Compact will be effective between all Parties that execute this Compact even if it is not executed by all eligible entities.

29. Termination.

Termination of participation in this Compact by any Party may be affected by that Party as follows:

Notice of termination will be given to the Director 20 days prior to termination. Any Party may, by resolution of its governing body or person, terminate its participation in this Compact by providing a copy of such resolution to the Director. The Parties understand and acknowledge that a Party's participation in this Compact may be subject to cancellation or termination by that Party pursuant to the terms of this Compact, or pursuant A.R.S. § 38-511, or applicable tribal law. Pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination by a Providing Party or a Requesting Party, any property belonging to such Party shall be returned to that Party.

30. Dispute Resolution.

The Parties to this Compact agree to resolve all disputes arising out of or relating to this Compact through arbitration, after exhausting applicable administrative review, to the extent required by law.

31. Record Retention.

Each Party shall retain all records relating to this Compact for a period of five (5) years after the expiration of its term. All records shall be subject to review and copying by any other Party that participated in the emergency response to which such records relate (including such entities that are former Parties whose participation in this Compact was terminated within the five years preceding a request to review and copy) at reasonable times.

32. Forced Labor of Ethnic Uyghurs.

To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not for the duration of this Compact, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify all other Parties of the noncompliance within five business days of becoming aware of it. If the offending Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, said Party's participation in this Compact shall terminate unless the termination date of this Compact occurs before the end of the remedy, in which their participation will terminate on the Compact's termination date.

33. Counterparts.

This Compact may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

Arizona Mutual Aid Compact

Signature Page

(NAME OF PARTY)

IN WITNESS WHEREOF, the Party below hereby signs this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the Party named to participate in this Compact by formal approval of the Party's governing body or person.

(Signing Authority)

Date:

ATTEST:

(Attesting Authority)

Date:

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable tribal government.

(Attorney)

Date:



Appendix A

Arizona Mutual Aid Compact (AZMAC) Emergency Management Resource Request

Requesting Party:

Point of Contact: _____

Work: _____ Cell: _____

Email: _____

Requested Resource:

Quantity: _____

Unit of Measure: _____

Date/Time Required: _____

Delivery Location: _____

Date of Request: _____

Requesting Party Tracking Number: _____

Mission

--

Special Instructions

(i.e., delivery instructions, if the resource must come with personnel, fuel, lodging, etc.)

--

Personnel

Name:				
Phone Number:				
Email Address:				
Regular Salary/ Hourly Rate:				
Regular Fringe Benefit Hourly:				
Overtime Salary Hourly Rate:				
Overtime Fringe Benefit Hourly Rate:				

Estimated Resource Cost:

Request Forwarded to

Contact Name: _____

Organization/Agency: _____

Date/Time of Submission: _____

Request Approved by:

Date:

(Name, Title, Signature)

Reimbursement

Providing Party Representative Signature

Date:

Requesting Party Representative Signature

Date:



Appendix B






Arizona Mutual Aid Compact (AZMAC) Points of Contact

Date:

Name of Party:

Mailing Address:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name			
Title			
24hr 			
Day 			
Night 			
Fax 			
Email 			

Appendix C

Arizona Mutual Aid Compact (AZMAC) Use of A Contractor

Each Party shall cause all of its contractor(s) and subcontractors performing any service or work or providing any equipment or material relating to an emergency response undertaken through this Compact to defend, indemnify, and hold harmless the State of Arizona, all Requesting Parties, and all Providing Parties participating in responding to the emergency in question under this Compact, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of that Party's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any applicable federal, state, tribal or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing herein shall be construed to expand or modify the gross negligence or immunity standard as set forth in the state, federal, or tribal law applicable to the Party in issue.

Insurance Requirements for Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to this Compact:

(Note: this applies only to Contractors used by a Party, not to the Party itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Compact. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Party or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor and the Party are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of

liability not less than those stated below.

1. Commercial General Liability- Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury, and broad form contractual liability.

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the State of Arizona, [insert names of the Requesting Part(ies) and Providing Part(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance.
2. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other Parties.

C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the [insert names of the Requesting Party(ies) and Providing Party(ies) in issue].

- D. Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A-VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the Parties retaining the contractor in question with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the Parties retaining the contractor in question before work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contractor or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Parties retaining the contractor in question.

- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish separate certificates for each subcontractor to the Party to this Compact that the contractor in question has contracted with. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. Exceptions: In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Addendum #1

Arizona Mutual Aid Compact (AZMAC)

Cyber-Related Mutual Aid For Participating Tribal Parties

1. Purpose.

The purpose of this Addendum #1 (“Addendum”) to the Arizona Mutual Aid Compact is to define for the participating Parties the Arizona National Guard Cyber Joint Task Force of the Arizona Department of Emergency and Military Affairs (AZNG-CJTF) terms and procedures which will be used among the participating Parties for dispatching cyber-related mutual aid assistance to any affected area in accordance with tribal laws, resolutions, and emergency plans or agreements. The AZNG-CJTF may work with other applicable State and federal cybersecurity entities, as needed. Except as expressly stated in this Addendum, all of the terms of the Arizona Mutual Aid Compact itself apply to this Addendum as if set forth in this Addendum in full.

2. Scope.

The scope of this Addendum is to (1) identify the available cyber resources of the AZNG-CJTF; (2) identify the terms and conditions for Requesting Parties to utilize those resources; and (3) provide a mechanism for compensation for those cyber resources.

3. Definitions.

In addition to the definitions listed below, all of the definitions set forth in the Arizona Mutual Aid Compact shall apply here.

- **Cyber** refers to both information and communications networks.
- **Cyber Attack** means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.
- **Cyber Emergency** means any actual, imminent, or potential cyber-related incident that will adversely affect public health, safety, or security; the environment; or economic prosperity on a level materially significant.
- **Cyber Incident** means actions taken through the use of an information system or network that result in an actual or potentially adverse effect on an information system, network, and/or the information residing therein.
- **Cyber Threat** means any circumstance or event with the potential to adversely impact organizational operations (including mission, functions, image, or reputation), organizational assets, or individuals through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service. Also, the potential for a threat-source to successfully exploit a particular information system vulnerability.
- **Cybersecurity** means prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained

therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.

4. Types of Assistance.

The AZNG-CJTF offers two types of assistance, (1) vulnerability assessment and (2) cyber incident response. Vulnerability assessments are pre-emptive examinations of a party's physical and electronic safeguards in place protecting the party's information system or network. Vulnerability assessments are not done in response to a particular cyber incident. Cyber incident response is assistance provided following a cyber-attack or intrusion on a party's information system or network.

Regardless of whether a party requests AZNG-CJTF assistance to conduct either a vulnerability assessment or a cyber incident response, AZNG-CJTF assistance is limited to examinations of relevant physical and electronic security measures for an information system or network, an outline of AZNG-CJTF identified risks, threats, or breaches that were found as a result of any examination, and AZNG-CJTF recommendations to either address or minimize any identified risks, threats, or breaches and how a party could undertake such measures. AZNG-CJTF assistance does not include implementing any cyber security recommendation it or its personnel make, nor does it include directly thwarting or eliminating any ongoing cyber incident.

To request a vulnerability assessment from the AZNG-CJTF, contact AZCyberJointTaskForce@arizona.gov. For cyber incident response, refer to section 5.

5. Procedures for Requesting Assistance.

All procedures for requesting cyber-related assistance should follow the provisions outlined below:

1. Notify the DEMA/EM Duty Officer of the incident via phone at (602) 469-3401.
2. Submit a Resource Request into WebEOC detailing:
 - a. When the Cyber Incident began,
 - b. what the Indicators of Compromise (IoCs) are,
 - c. the systems that have been affected (i.e., host machines, servers, other devices),
 - d. the steps that have been taken, and
 - e. what assistance is being requested.

Additionally, prior to any cyber-related assistance is provided, the Requesting Party and AZNG-CJTF must enter into either a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). These Memoranda will outline the scope of the cyber-related assistance that the Requesting Party desires from the AZNG-CJTF and the conditions under which this assistance will be conducted. These conditions can include terms or limitations from both the Requesting Party and the AZNG-CJTF.

An MOU will be entered if the cyber-related assistance being requested relates to a preventative computer and network vulnerability assessment that is not in response to a particular Cyber Incident. Any cyber-assistance provided by the AZNG-CJTF pursuant to an MOU will not involve reimbursement or any other form of cost-sharing by the Requesting Party. An MOA will be entered if the cyber-related assistance being requested relates to a particular Cyber Incident and not merely preventative assessments or examinations. Cyber-related assistance conducted pursuant to an MOA may require the Requesting Party to reimburse some or all of the AZNG-CJTF costs to conduct such assistance.

Any cyber-related assistance may be available regardless of whether there has been a federal declaration of emergency. However, if the AZNG-CJTF provides cyber-related assistance pursuant to an MOA that requires the Requesting Party to reimburse assistance costs to DEMA, the Requesting Party shall be solely responsible for determining whether these costs can be reimbursed by the federal government. Whether or not any cyber-assistance costs incurred by the Requesting Party to the AZNG-CJTF are reimbursable by the federal government shall not be a basis by the Requesting Party to delay reimbursing these costs to the Arizona National Guard Cyber Response Revolving Fund in the timely manner outlined in the respective MOA.

Arizona Mutual Aid Compact (AZMAC) Signatories

DEMA/EM maintains a list of all current AZMAC signatories.
For questions or concerns regarding AZMAC, please contact DEMA/EM Logistics at
logistics@azdema.gov

Last Updated: 03APR2024

Apache County

Apache County

Coconino County

Coconino County

Cochise County

Cochise County

Fry Fire District

Gila County

Gila County

Graham County

Graham County

Greenlee County

Greenlee County

La Paz County

La Paz County

Maricopa County

Maricopa County

City of Buckeye

City of Goodyear

City of Mesa

City of Peoria

City of Surprise

City of Tempe

Town of Cave Creek

Town of Guadalupe
Town of Queen Creek
Arizona Fire Medical Authority
Daisy Mountain Fire and Medical
Gilbert Public Schools
Scottsdale Unified School District #48
Mohave County
Mohave County
Navajo County
Navajo County
City of Show Low
City of Winslow
Timber Mesa Fire and Medical District
Show Low Unified School District
Whiteriver Unified School District
Pima County
Pima County
Town of Sahuarita
Avra Valley Fire District
Golder Ranch Fire District
Helmet Peak Fire Department
Rincon Valley Fire District
Three Points Fire District
Pinal County
Pinal County
City of Coolidge
City of Maricopa
Town of Superior
Magma Flood Control District
Dudleyville Fire District
San Manuel Fire District
J.O Combs Unified School District
Santa Cruz County
Santa Cruz County

Yavapai County

Yavapai County

City of Prescott

Town of Chino Valley

Town of Clarkdale

Town of Dewey-Humboldt

Town of Wickenburg

Central Arizona Fire and Medical Authority

Copper Canyon Fire and Medical District

Verde Valley Fire District

Prescott Valley Police Department

Chino Valley School District

Clarkdale-Jerome School District #3

Cottonwood-Oak Creek School District #6

Yuma County

Yuma County

Tribal Nations

Cocopah Indian Tribe

Fort McDowell Yavapai Nation

Pascua Yaqui Tribe

Salt River Pima-Maricopa Indian Community