

From: Loewenheim, Lara LLoewenheim@cochise.az.gov
Subject: RE: 7.02.2024 meeting minutes / New Board member Terms
Date: July 12, 2024 at 12:57 PM
To: Denise Serna dserna@mescalj6fd.com
Cc: Debi Wise dwise@mescalj6fd.com, Gilman, Sharon SGilman@cochise.az.gov

External (lloewenheim@cochise.az.gov)

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Good afternoon,

The Board of Supervisors appointed the interim Board members; it is now your Board's responsibility to establish their terms.

Please contact me with any additional questions you may have.

Thank you,
Lara Loewenheim
Deputy Clerk of the Board
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603
520-432-9217

Public Programs...Personal Service
www.cochise.az.gov

From: Denise Serna <dserna@mescalj6fd.com>
Sent: Friday, July 12, 2024 12:49 PM
To: Loewenheim, Lara <LLoewenheim@cochise.az.gov>
Cc: Debi Wise <dwise@mescalj6fd.com>
Subject: 7.02.2024 meeting minutes / New Board member Terms
Importance: High

CAUTION: EXTERNAL EMAIL*

Hello Lara -

Please see the attached minutes. Cochise County appointed new Board members for the Mescal-J6 Fire District but the minutes are unclear as to which person is to assume which term.

Please provide the term start and end dates (month, day and year) for each of the newly appointed Board members below:

Keith Rogers
Mike Nervik
Soni Cido

Thank you,
Denise Serna

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made as of _____, (the "Effective Date") by and between MescalJ6 Fire District located at _____ ("Company") and LDR ProSolutions, LLC - Denise Whitley located at 642 County Road 161, Blanket, TX 76432 ("Independent Contractor"). The Company and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. The Independent Contractor shall provide the following services to the Company (the "Services"): Grant proposal preparation including: research, creating proposal templates from RFPs and NOFOs per funding agencies, assisting with writing, proofreading, and all other tasks as needed by the company and required by the funding agencies.

2. Compensation. Considering the Independent Contractor's performance of Services, the Company shall pay the Independent Contractor according to the following schedule. TERMS ENTERED HERE. The Contractor must provide a detailed invoice in spreadsheet format outlining the date, time, activity completed, and for what entity the work was completed.

3. Expenses. All costs and expenses incurred by the Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by the Independent Contractor.

4. Term and Termination. The Independent Contractor's engagement with the Company under this Agreement shall commence on (date) _____. Compensation is established at \$75 per hour for a maximum annual dollar amount of \$_____. Invoices will be sent on the first of each month covering the prior month's work. A time/activity report will accompany each invoice. The Parties agree and acknowledge that this Agreement and the Independent Contractor's engagement with the Company under this Agreement shall be terminated at any time for any reason by either party with 14 days written notification.

5. Independent Contractor. The Parties agree and acknowledge that the Independent Contractor is an independent contractor and is not, for any purpose, an employee of the Company. The Independent Contractor does not have any authority to enter into agreements or contracts on behalf of the Company, and shall not represent that it possesses any such authority. The Independent Contractor shall not be entitled to any of the Company's benefits, including, but not limited to, coverage under medical, dental, retirement, or other plans. The Company shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax, or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture, or any other fiduciary relationship.

6. Confidentiality.

a. Confidential and Proprietary Information. In the course of performing the Services, the Independent Contractor will be exposed to confidential and proprietary information of the Company. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Company considers confidential and proprietary. The Independent Contractor acknowledges and agrees that the Confidential Information is the valuable property of the Company, developed over a long period at substantial expense, and that it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, the Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with the Company's prior written consent.

c. Rights in Confidential Information. All Confidential Information disclosed to the Independent Contractor by Company (i) is and shall remain the sole and exclusive property of the Company, and (ii) is disclosed or permitted to be acquired by the Independent Contractor solely in reliance on the Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership, or other interest in or title to the Confidential Information to the Independent Contractor.

d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies that may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from the Independent Contractor.

7. Ownership of Work Product. The Parties agree that all work product, information, or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Company.

The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a “work made for hire” within the definition of Section 101 of the Copyright Act of 1976, as amended, (the “Copyright Act”) and that Company is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a “work made for hire” under the Copyright Act, then the Independent Contractor hereby assigns to the Company all of the Independent Contractor’s rights, title, and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any formats, media, or all channels, whether now known or hereafter created.

8. Insurance. For the term of this Agreement, the Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage, or other losses that might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor’s employees or agents, if any, in connection with the performance of the Services under this Agreement.

9. Mutual Representations and Warranties. Both Company and Independent Contractor represent and warrant that each Party has full power, authority, and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits, and registrations, if any, required to perform the Services under this Agreement by applicable federal, state, and local laws, rules, and regulations and that it will perform the Services according to the Company’s guidelines and specifications and with the standard of care prevailing in the industry.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Texas, without regarding its conflicts of law provisions.

12. Disputes. Any dispute arising from this Agreement shall be resolved through binding arbitration conducted by the rules of the American Arbitration Association.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14. Assignment. The interests of the Independent Contractor are personal to the Independent Contractor and cannot be assigned, transferred, or sold without the prior written consent of the Company.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements of the Parties.

16. Amendments. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

17. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

18. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. A waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

19. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

20. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal, or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

LDR ProSolutions, LLC

Independent Contractor Company

Denise Whitley

Independent Contractor Printed Name

Denise C. Whitley

Authorized Representative Signature

MescalJ6

Company Name

Company Representative Printed Name

Company Representative Signature

Date Signed

ENGAGEMENT AGREEMENT

Description of Legal Services. Jeffrey C. Matura and the law firm of Barrett & Matura, P.C. will represent the Mescal-J6 Fire District with respect to general legal issues that may arise. The exact scope of this representation may change over time. This Engagement Agreement is therefore intended to cover all work completed for you.

Who Will Provide the Legal Services. I will be the principal lawyer working with you. Subject to my discretion, I may, from time to time, delegate specific tasks to other lawyers or legal assistants in my firm. This delegation may be for the purpose of involving lawyers or legal assistants with particular expertise in a given area or for the purpose of providing services to you on the most efficient and timely basis.

Scope of Work. You should have a clear understanding of the legal services I will provide. As your attorney, I will take actions on your behalf that I believe will help with any pending dispute. I will keep you informed of all material progress and consult with you regarding significant developments. Discussions concerning the possible outcome of a legal dispute are only expressions of my professional judgment and opinions. I do not make any guarantees or promises regarding any particular result. Rather, my opinions are based upon my experience, the state of the law, and my knowledge of the facts.

How Fees Will Be Set. My firm's policy is to calculate fees for legal services on the basis of hourly billing rates for each lawyer and paralegal who provides you with services, multiplied by the number of hours (or fractions thereof, in increments of one-tenth of one hour) devoted to the rendering of such services by each lawyer and paralegal.

The hourly billing rates for each lawyer and paralegal who may work on a matter for you are as follows:

Lawyer:	Jeffrey Matura	\$200.00 / hour
Paralegal:	Briana Willson	\$125.00 / hour

The hourly rates of our lawyers and paralegals are adjusted from time to time to reflect changes in levels of expertise and experience. If any adjustments occur during the course of our representation, I will notify you.

Additional Costs, Expenses, and Advances. Many law firms track the costs of photocopies, long-distance telephone calls, and research to then bill these costs to individual clients. My firm does not track these types of costs or bill them to clients.

My firm does bill for certain ancillary services provided during the course of our representation. Costs not included in the hourly rate are billed separately. These costs include, but are not limited to, filing fees, messenger services, special mailing expenses, expert fees, travel expenses, and court reporter costs. I may ask you to pay larger third-party invoices directly. Other

third-party invoices will be added to my firm's monthly invoices with no markup. I strive to maintain these charges at rates lower than the rates charged by other law firms.

Billing Arrangements, Terms of Payment, and Interest on Unpaid Balances. I will send an invoice to you via e-mail on a monthly basis for the fees and costs incurred during the prior month. These invoices are due and payable upon receipt. Although never anticipated, I reserve the right to charge interest at the rate of 10% per annum on any invoice balance that is not paid within 30 days of the date the invoice is sent to you. Also, if an invoice with an outstanding balance remains unpaid, I reserve the right to withdraw my firm's representation and pursue collection of any outstanding balance still owed.

Retainer and Trusts Deposits. My firm normally requires a retainer from new clients; however, no retainer is required from you at this time. If a retainer is required in the future, I will deposit that retainer into my firm's trust account, with the expectation that I will return it to you at the end of the representation, or apply it to the final invoice before the representation ends. I do not intend to apply any retainer funds to monthly billing invoices, but reserve the right to do so if timely payment is not received on any monthly billing invoice. If any amount of the retainer is used to pay a monthly billing invoice (other than the final invoice), I will request that you replenish the retainer back to its original amount.

Pursuant to the Arizona State Bar's policy on Interest on Lawyer's Trust Accounts, any retainer deposit will be placed into a pooled account. Interest earned on pooled accounts is payable to the Arizona State Bar Foundation for use in law-related education, services to the poor, and similar matters. Retainer amounts in excess of \$5,000 may, at your request, be placed into a separate interest-bearing account, in which case interest will be added to the deposit for your benefit and will be included in your taxable income.

Representation in Other Matters and Conflict Waivers. My firm represents many other entities, businesses, and individuals. To avoid any misunderstanding in connection with the current and any future engagement, I understand that you have not asked my firm to represent any other entities, businesses, or individuals. Any such additional relationship, if undertaken, must be separately entered into.

I will also review all new assignments from you for potential or actual conflicts with other clients of my firm. Likewise, all lawyers in my firm will review all existing and new assignments that they receive for potential or actual conflicts with you. If a conflict arises, I will bring it to your attention. Then, if requested, you agree to sign any necessary waiver of conflict documents to make sure my firm complies at all times with its ethical obligations regarding conflicts. If you have any questions about this issue, please let me know.

Future Representation. This Engagement Agreement does not guarantee that my firm will represent you or any of your related entities or businesses in any future matter. Rather, any request for representation beyond the scope of this Engagement Agreement must be agreed upon separately and in writing between you and my firm.

Retention of Files. At the end of my firm's representation, your file will be reviewed and any important original documents will be returned. The file will then be placed into storage, after which it will be destroyed in accordance with my firm's file-destruction policy.

Termination of Representation. You may terminate my firm's representation, with or without cause, at any time upon written notice to me. The termination of my firm's services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date of when I receive the notice of termination, and for any further work required to facilitate an orderly turnover of matters in process at the time of the termination.

My firm may terminate its representation of you for any of the reasons permitted or required by Ethical Rule 1.16, Arizona Rules of Professional Conduct. This Engagement Agreement constitutes reasonable warning that my firm will move to withdraw from representing you if you fail to fulfill any obligation to my firm regarding our services, including the timely payment of my firm's invoices. Other grounds for terminating our representation are set forth in this Engagement Agreement and in Ethical Rule 1.16, a copy of which I will provide to you upon request. If necessary, I may request a stipulation executed by you allowing my firm to withdraw in any judicial, arbitration, or similar proceeding, in which event you agree in advance to my firm's withdrawal.

Our attorney-client relationship will also terminate when a matter for which my firm was hired has been completed, whether or not our bill to you for services rendered has been paid. Upon termination of our relationship, neither you nor my firm has any duty to accept new engagements or to continue representation in any matters unless mutually agreed to in writing.

Arbitration of Any Dispute. If any dispute arises regarding the fees charged or the legal services rendered by my firm, the dispute shall be resolved by arbitration. The arbitration shall be held in Phoenix, Arizona before a single arbitrator agreed to by the parties. Unless the parties mutually agree otherwise, the Arizona Civil Procedure Rules shall apply to the arbitration. Any decision by the arbitrator is final and binding. Each party shall pay one-half of the costs of the arbitrator and the arbitration proceeding. The arbitrator, as part of the final decision, may award the prevailing party reimbursement for their reasonable attorneys' fees and costs incurred.

Applicable Law. Our attorney-client relationship will be governed by Arizona law, including the Arizona Rules of Professional Conduct.

[Signatures on Following Page]

BARRETT & MATURA, P.C.

By: Jeffrey C. Matura
Jeffrey C. Matura

Date: July 25, 2024

By signing below, I acknowledge and agree to the terms and conditions set forth in this Engagement Agreement.

MESCAL-J6 FIRE DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____



**JULY 17, 2024 SPECIAL MEETING 6:30 PM
98 N OAK, BENSON, AZ 85602
MINUTES**

CALL TO ORDER @ 6:30 P.M.

ROLL CALL

Attendees:

Keith Rogers Board Chairman
Deborah Wise Board Clerk
Dana Law Board Member
Mike Nervik Board Member
Sonja Salcido Board Member

DECLARATION OF QUORUM

All board members are present

Item 1: PLEDGE

Item 2: CALL TO THE PUBLIC

Robert Murray, representing himself, submitted his request to speak on the sign-up sheet and addressed the board.

Item 3: READING OF THE BOARD APPRECIATION LETTER

Chairman Rogers read a letter of appreciation from the entire board to all agencies involved with the recent fire at Rapid Towing in Mescal.
No Action taken.

Item 4: APPROVAL OF DRAFT MINUTES MAY 29, 2024 REGULAR MEETING

Motion passed 5-0

Motion made by Deborah Wise; Motion seconded by Dana Law

Voting:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 5: APPROVAL OF DRAFT MINUTES JUNE 12, 2024 SPECIAL MEETING

Motion passed 5-0

Motion made by Deborah Wise; Motion seconded by Dana Law

Voting:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay



- Item 6:** APPROVAL OF DRAFT MINUTES JUNE 26, 2024 REGULAR MEETING
Motion passed 5-0
Motion made by Keith Rogers; Motion seconded by Mike Nervik
Voting:
Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay
- Item 7:** APPROVAL OF DRAFT MINUTES OF THE FIRST OF TWO JULY 8, 2024 EMERGENCY MEETINGS
Motion passed 5-0 with justification added to the approved minutes in accordance with A.R.S 38-431.02(J) and Arizona Agency Handbook 7.7.9 par.4., and place in the minutes a statement that sets forth the reasons necessitating the emergency discussion, consideration, or decision.

Motion made by Dana Law; Motion seconded by Mike Nervik
Voting:
Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay
- Item 8:** APPROVAL OF DRAFT MINUTES OF THE SECOND OF TWO JULY 8, 2024 EMERGENCY MEETINGS

Motion passed 5-0 with justification added to the approved minutes in accordance with A.R.S 38-431.02(J) and Arizona Agency Handbook 7.7.9 par.4., and place in the minutes a statement that sets forth the reasons necessitating the emergency discussion, consideration, or decision.

Motion made by Keith Rogers; Motion seconded by Dana Law
Voting:
Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay
- Item 9:** BUDGET FOR CHIEF JOB CONTRACT

Chairman Rogers sought clarification on previous board actions.
Clerk/Secretary Wise provided clarification on this agenda item.

Chairman Rogers asked for clarification on wage range.
Clerk/Secretary Wise provided clarification on this range.

Board member Dana Law made comments and sought clarification on specific requirements to be included in the contract.
Chairman Rogers suggested agenda item 10 be addressed first, and come back to Agenda item 9. It was a consented to do so.
After Item 10 was addressed:
Chairman Keith Rogers called for discussion.
Board member Dana Law commented and sought clarification.
Clerk/Secretary Deborah Wise provided clarification.



Chairman Keith Rogers commented.
Clerk/Secretary Deborah Wise sought clarification.
Board member Mike Nervik provided clarification.
Board member Dana Law provided clarification.
Clerk/Secretary Deborah Wise commented.
Chairman Keith Rogers commented.
Board Member Mike Nervik sought clarification.
Board Member Dana Law commented.
Clerk/Secretary Deborah Wise commented.
Chairman Keith Rogers commented on urgency of agenda item.

Bruce Andrews, former board member and current financial volunteer, made comments clarifying budget line items.

Chairman Keith Rogers commented on the budget item.
Board member Mike Nervik commented on the agenda item.
Clerk/Secretary Deborah Wise commented on final agenda item.

The Chief's wage agreement for future contract is to be within a range of \$45,000-\$55,000

Motion passed 5-0

Motion made by Deborah Wise; Motion seconded by Dana Law

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 10: APPROVAL OF FIRE CHIEF JOB DESCRIPTION

Chairman Keith Rogers made comments of the basic requirements to be included in this agenda item and asked for discussion.

Board member Mike Nervik made comments on the requirements to be included in this agenda item and sought clarification about this agenda item.

Chairman Rogers provided clarification.

Board member Mike Nervik made comments.

Board Clerk/Secretary Deborah Wise made comments on this agenda item and sought clarification of a stipend qualification for hours above contract hours for in-field calls.

Board member Mike Nervik said he would seek clarification from an outside source.

Clerk/Secretary Deborah Wise sought board member comments on any adjustments needed.

Chairman Keith Rogers pointed out some minor typos.

Board Member Mike Nervik sought clarification.



Board Member Mike Nervik made comments consenting to basic part time job description.
Chairman Keith Rogers called for any other comments or adjustments to the agenda item and added comments clarifying the job description.
Board member Dana Law added comment.

The job description to include part time, 24 hours a week, 12 hours in the office and 12 floating hours, contract with a range of \$45,000- \$55,000 a year DOE.

Motion with amendments passed 5-0

Motion made by Mike Nervik; Motion seconded by Dana Law/Deborah Wise

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 11: APPROVAL OF POSTING CHIEF VACANCY AND JOB DESCRIPTION

Chairman Keith Rogers made comment on the agenda item and asked for discussion.

Board member Dana Law asked for clarification.

Clerk/Secretary Deborah Wise provided clarification

Board Member Mike Nervik Sought clarification.

Clerk/Secretary Deborah Wise sought finalization.

Chairman Keith Rogers provided posting location clarification.

Board member Mike Nervik made comments.

Chairman Keith Rogers asked for clarification.

Board member Mike Nervik provided clarification.

Board Member Dana Law provided clarification.

Posting will occur on various free posting sites locally and statewide.

Motion passed 5-0

Motion made by Keith Rogers; Motion seconded by Mike Nervik

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 12: APPROVAL OF CHIEF HIRING COMMITTEE

Chairman Rogers made comments on the agenda item and asked for discussion.

Clerk/Secretary Deborah Wise asked for clarification.

Board member Mike Nervik provided clarification and comment on the agenda item.

Chairman Keith Rogers provided comment on the agenda item.

Board member Mike Nervik provided comment on the agenda item.



Chairman Keith Rogers sought clarification on the agenda item.
Board member Mike Nervik provided clarification.

Chairman Keith Rogers provided comment on the agenda item.
Board member Mike Nervik provided comment.

Clerk/Secretary Deborah Wise sought clarification.
Board member Mike Nervik provided clarification.

Clerk/Secretary Deborah Wise sought clarification.
Board member Mike Nervik provided clarification.

Chairman Keith Rogers commented on the finalization of the agenda item and asked for clarification on letter of interest deadline and posting places.

Board member Dana Law commented on the agenda item.
Clerk/Secretary Deborah Wise commented on the agenda item.
Board member Mike Nervik commented on the agenda item.

Chairman Keith Rogers recapped the finalization of the agenda item to include a 3-person board, 1 all-encompassing local chief, 1 community member, and 1 board member. The community member shall apply to be on the hiring board, the Chief shall be invited to participate.

Motion passed 5-0

Motion made by Mike Nervik; Motion seconded by Deborah Wise

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 13: APPROVAL OF POLICY FOR FUTURE POSTING OF MINUTES

Chairman Keith Rogers commented on the agenda item and asked for discussion.

DRAFT audio minutes shall be posted on the website.

APPROVED PDF meeting minutes will be posted on the website.

Clerk/Secretary Deborah Wise made comments on the agenda item.
Board member Dana Law made comments on the agenda item.
Chairman Keith Rogers made comments on the agenda item.

The policy is to be in accordance with ARS and industry standards. Immediate implementation.

Motion passed 5-0



Motion made by Dana Law; Motion seconded by Mike Nervik

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 14: APPROVAL OF POLICY FOR FUTURE POSTING OF AGENDAS

Chairman Keith Rogers made comments on the agenda item and asked for discussion.

Agendas shall be posted in the timeframe, excluding documents with privileged and confidential information and in accordance with ARS and industry standards. Immediate implementation.

Motion passed 5-0

Motion made by Mike Nervik; Motion seconded by Deborah Wise

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 15: DISCUSSION OF PUBLIC RECORDS POLICY

Chairman Keith Rogers made comments on the agenda item and asked for discussion.

Clerk/Secretary Deborah Wise commented on the agenda item.

Chairman Keith Rogers commented on this agenda item.

Board member Mike Nervik made comment and provided examples of policy from other agency's policies, and made comment that counsel has approved moving forward on the agenda item.

Chairman Keith Rogers made comment on the agenda item.

Clerk/Secretary Deborah Wise sought clarification on adding this agenda item to a future agenda with board input on examples of policies for review.

Motion passed 5-0

Motion made by Deborah Wise; Motion seconded by Dana Law

Vote:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 16: NEWLY APPOINTED BOARD MEMBER CONFLICT OF INTEREST STATEMENT

Chairman Keith Rogers commented on the agenda item.

Board member Mike Nervik submitted a conflict-of-interest statement.

Mr. Nervik shall be reinstated to his position as the MJ6FD reports reviewer without pay.



Mr. Nervik made comments to this agenda item stating it had been cleared by counsel.

No action taken.

Item 17: APPROVAL OF BOARD RESPONSIBILITIES IN ABSENCE OF THE CHIEF

Chairman Keith Rogers made comment on the agenda item and asked for discussion.

Clerk/Secretary Deborah Wise commented on the Grant Writer status.

Chairman Keith Rogers commented on the liaison duties of Deborah Wise and Mike Nervik.

Clerk/Secretary Deborah Wise made comment on the agenda item.

Board member Mike Nervik made comment on having his access restored.

Board member Dana Law made comment on maintenance oversight.

Chairman Keith Rogers moved to make Debi Wise the Grant Writer and District Office Admin liaison, and Mike Nervik to continue to EMS volunteer report review in the absence of a chief.

Motion passed 4-1 abstention

Motion made by Keith Rogers; Motion seconded by Deborah Wise

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik abstained, Sonja Salcido Yay, Keith Rogers Yay

Item 18: APPROVAL OF OPERATIONS REPORTING

Chairman Keith Rogers commented on the agenda item and asked for discussion.

Clerk/Secretary Deborah Wise commented on the agenda item.

Board member Dana Law commented on the agenda item in reference to large purchases for maintenance having oversight.

Board member Mike Nervik made comment on the agenda item.

Clerk/Secretary Deborah Wise made comment on the agenda item.

Chairman Keith Rogers made comment on the agenda item.

Operations shall send an email report to the board weekly regarding any activity, purchases, needs, or stats in the absence of a chief.

Motion passed 5-0



Motion made by Keith Rogers; Motion seconded by Deborah Wise

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 19: APPROVAL OF YEAR END EXPENDITURES AND TRANSFER TO RESERVE

Chairman Keith Rogers commented on the agenda item and asked for discussion.

\$104,789.52 will be moved from O&M account to the Reserve account as recommended by Cochise County Treasurer Cathy Traywick.

Motion passed 5-0

Motion made by Keith Rogers; Motion seconded by Sonja Salcido

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 20: APPROVAL OF NATIONAL BANK CREDIT LIMIT

Chairman Keith Rogers commented on the agenda item and asked for discussion.

Clerk/Secretary Deborah Wise concurred this was a good idea.

Office Administrator Denise Serna's bankcard cap will be increased to \$5,000 to cover expenditures in the absence of a Chief.

Motion passed 5-0

Motion made by Dana Law; Motion seconded by Sonja Salcido

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 21: ACTION TAKEN TO RECOVER DISTRICT ASSETS

Chairman Keith Rogers commented on the agenda item and asked for discussion.

Clerk/Secretary Deborah Wise stated that there was still a tablet outstanding that had been issued to a former board member.

Board member Dana Law stated the Chief's truck had been delivered to Mr. Law's property had been inventoried and was found to have a blown head gasket. No outstanding equipment is pending return.

Board member Mike Nervik commented that he had followed Chief Moran to Mr. Law's property and had given Chief Moran a ride back home.



Chairman Keith Rogers commented on the agenda item suggesting a certified letter be issued with follow-up of a CCSO report to be filed after 3 days, if no response from the former board member.

Adoption of action to recover district assets effective immediately.

Motion passed 5-0

Motion made by Mike Nervik; Motion seconded by Sonja Salcido

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 22: APPROVAL OF ATTORNEY ACCESS POLICY

Chairman Keith Rogers commented on the agenda item and asked for discussion.

Adoption of Attorney Access Policy with immediate implementation.

Motion passed 5-0

Motion made by Mike Nervik; Motion seconded by Sonja Salcido

Votes:

Dan Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 23: APPROVAL OF APPARATUS MAINTENANCE INVOICE – RDO

Chairman Keith Rogers commented on the agenda item and asked for discussion.

Board member Dana Law commented that expenditures need oversight.

Chairman Keith Rogers commented that end of the fiscal year large expenses are unacceptable.

4 invoices totaling \$10, 439.73 are to be paid out of the Reserve account.

Motion passed 5-0

Motion made by Keith Rogers; Motion seconded by Dana Law

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 24: APPROVAL OF APPARATUS REPAIRS – FIRE TRUCK SOLUTIONS

Chairman Keith Rogers commented on the agenda item and asked for discussion.



Board member Dana Law commented that the services this company provide are specific and the repairs must be done by a certified organization, unlike the services provided on the previous invoices.

1 Invoice ending in #1257 totaling \$8,521.28 are to be paid out of the Reserve account.

Motion passed 5-0

Motion made by Keith Rogers; Motion seconded by Dana Law

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 25: APPROVAL OF FUTURE MEETING SCHEDULE

Chairman Keith Rogers commented on the agenda item and asked for discussion.

Board discussed calendar dates, schedules, and Office Admin schedules.

July 24, 2024 Special Budget Hearing

July 31, 2024 Regular Meeting

Motion passed 5-0

Motion made by Dana Law; Motion seconded by Sonja Salcido

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Item 26: FUTURE AGENDA ITEMS

Chairman Keith Rogers commented on the agenda item.

Clerk/Secretary Deborah Wise commented that if anyone has agenda items after the meeting, please email them to Denise.

Chairman Keith Rogers asked the board members if they had any items for the future agenda.

Board member Sonja Salcido – Nothing yet.

Board member Mike Nervik: Maintenance, building, and fleet liaison.

Board member Dana Law – Establish a local or regional maintenance vendor.

Clerk/Secretary Deborah Wise– Grant writer contract, transfer void.

Chairman Keith Rogers – Placeholder for executive session for personnel.

Item 27: ADJOURNMENT

Meeting adjourned at 8:48 p.m.

Motion passed 5-0



Motion made by Mike Nervik; Motion seconded by Keith Rogers

Votes:

Dana Law Yay, Deborah Wise Yay, Mike Nervik Yay, Sonja Salcido Yay, Keith Rogers Yay

Minutes compiled and submitted by

Deborah Wise

Board Clerk/Secretary

Keith Rogers Chairman

Deborah Wise Clerk/Secretary



JULY 24, 2024 SPECIAL MEETING BUDGET HEARING 6:30 PM
98 N OAK, BENSON, AZ 85602
MINUTES

CALL TO ORDER 6:30 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL

Attendees:

Keith Rogers Board Chairman
Deborah Wise Board Clerk
Dana Law Board Member
Mike Nervik Board Member
Sonja Salcido Board Member

DECLARATION OF QUORUM

All board members are present

Item 1: FY2025 FIVE YEAR PLAN

Keith Rogers presented and made comment on the agenda item and called for discussion.
Deborah Wise made comment on an equipment item.
Mike Nervik made comment on a training item.
Keith Rogers sought clarification on the agenda item.
Mike Nervik provided clarification.
Deborah Wise made comment on the agenda item.
Dana Law sought clarification on an equipment agenda item.
Deborah Wise provided clarification.
Keith Rogers commented on the 5-year plan in general as not being a traditional 5-year capitol plan and will make recommendations for appropriate changes.
Deborah Wise made comment on some equipment possibly being paid for with grants.
Mike Nervik made comment on the wording of an agenda item.
Keith Rogers made comment questioning the validity of some line items on the agenda and those items belonging on the agenda at all.

Item 2: FY2025 BUDGET PACKAGE

Keith Rogers made comment on the agenda item and called for discussion.
Deborah Wise made comment on the Maintenance line item.

Keith Rogers returned to Item 2 and presented proposed changes on the agenda item.
Financial Volunteer Bruce Andrews made comment on employee line items.
Deborah Wise made comment in support of proposed changes.
Keith Rogers made comment on the agenda item.
Bruce Andrews made comment on the transferring of line items.
Keith Rogers made comment on the agenda item.



Dana Law sought clarification on the communication line item.
Keith Rogers provided clarification.
Mary McCool sought clarification on Reserve transfer.
Keith Rogers provided clarification.
Bruce Andrews provided clarification.
Keith Rogers called for discussion.
Deborah Wise made comment on clarification.
Keith Rogers returned to public comment.

Item 3: **PUBLIC HEARING**

Mary McCool, representing herself, submitted her request to speak on the sign-up sheet and addressed the board.
Keith Rogers returned to Item 2 and presented the proposed changes.
Mary McCool, representing herself, addressed the board.
Bruce Andrews provided clarification.

Item 4: **ADOPTION OF THE FY2024/2025 BUDGET PACKAGE - 5 YEAR PLAN**

A. PURCHASE OF SIDE-BY-SIDE ALL-TERRAIN VEHICLE:

Keith Rogers made comment on the agenda item.
Deborah Wise made comment on moving purchase of the side by side.
Dana Law made comment on moving purchase of the side by side to 2027.

Purchase of All Terrain Side by Side vehicle moved to 2027.

Motion passed 5-0

Keith Rogers made motion; Deborah Wise seconded.

Votes:

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Debi Wise Aye, Dana Law Aye.

B. BATTERY-OPERATED EXTRACTION TOOLS

Keith Rogers made motion to push purchase of battery-operated extraction tools to 2027.
Deborah Wise commented on possible grants.
Keith Rogers sought clarification.
Josh Olander provided clarification.
Dana Law provided clarification.
Bruce Andrews commented on fire fighter position vacancies.
Keith Rogers made comment.
Josh Olander made comment on grant possibility.
Deborah Wise made comment on possible grants.

Move purchase of battery-operated extraction tools to 2026 with possibility of securing grant money for the extrication tools



Motion passed 5-0

Keith Rogers made motion to. Mike Nervik seconded.

Votes:

Soni Salcido Yay, Mike Nervik aye, Keith Rogers, Aye, Deborah Wise Aye, Dana Law Aye.

C. TRAINING:

Mike Nervik made comment on the training line item.

Keith Rogers concurred.

Mike Nervik moved to remove this line item and sought clarification from Captain Olander.

Josh Olander provided clarification.

Line item for “Training” removed from the budget.

Motion passed 5-0

Mike Nervik made motion; Soni Salcido seconded.

Dana Law Aye, Deborah Wise Aye, Keith Rogers Aye, Mike Nervik Aye, Soni Salcido Aye.

D. PERSONNEL/STAFFING

Keith Rogers made comment on personnel.

Mike Nervik provided clarification.

Dana Law made comment on first of the year federal wage increases.

Mike Nervik made comment on OSHA regulations effecting the same.

Keith Rogers sought clarification on the line item.

Bruce Andrews provided clarification.

Keith Rogers sought clarification on capitol budget items not including “people”.

Bruce Andrews provided clarification on ARS statutes on personnel.

Personnel/staffing line item removed from 5-year plan.

Motion passed 5-0

Keith Rogers made motion; Soni Salcido seconded.

Dana Law Aye, Deborah Wise Aye, Mike Nervik, Aye, Soni Salcido Aye, Keith Rogers Aye.

E. FACILITIES

Keith Rogers made comment on the facilities line item/new fire station wording and called for comment.

Deborah Wise made comment on the line item and recommended exploration into all options that may be available.

Mike Nervik made comment to concur.



No action taken.

F. ADA PARKING AREA

Keith Rogers made comment on the agenda item and that it needs to be done.

G. BUILDING REPAIRS

Keith Rogers made comment and sought clarification on station 172 maintenance.

Captain Olander provided clarification.

Keith Rogers made comment and sought clarification on maintenance of pole barn.

Josh Olander provided clarification.

Strike wording “acquire funds” “expansion, if necessary, of pole barn”.

Motion passed 5-0

Keith Roger made motion; Dana Law seconded.

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Deborah Wise Aye, Dana Law Aye.

H. MOVING RADIO TOWER

Keith Rogers commented on the line item.

Strike “Investigate available options and expenses associated with”.

Motion passed 5-0

Keith Rogers made motion; Mike Nervik seconded.

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Deborah Wise Aye, Dana Law Aye.

I. OUTREACH

Keith Rogers commented on the line item as being a Chief’s job.

Strike all of the Outreach line item and bullet points.

Motion passed 5-0

Keith Rogers made the motion; Mike Nervik seconded.

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Deborah Wise Aye, Dana Law Aye.

J. FIRE CODE

Keith Rogers commented on the line item as the Mescal J6 Fire District does not enforce fire code.

Strike A from the 5-year plan.



Motion passed 5-0

Keith Rogers made motion; Mike Nervik seconded.

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Deborah Wise Aye, Dana Law Aye.

H. HELIPAD PROJECT.

Bruce Andrews made comment on the line item and will follow up with the project.

I. MAINTENANCE

Strike “in a timely manner” from line-item B.

Motion passed 5-0

Motion made by Keith Rogers; Seconded by Dana Law

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Debi Wise Aye, Dana Law Aye.

Mike Nervik made comment to strike line-item D as it is the Chief’s job.

Keith Rogers made comment to strike line-item C as it is the Chief and Operations job.

Strike C, D, E, F, from the 5-year plan

Mike Nervik made motion; Soni Salcido seconded.

Soni Salcido Aye, Mike Nervik Aye, Keith Rogers Aye, Deborah Wise Aye, Dana Law Aye.

Acceptance of the 5-year plan with noted amendments.

Motion 5-0

Motion made by Keith Rogers; Soni Salcido seconded.

Dana Law Aye, Deborah Wise Aye, Keith Rogers Aye, Mike Nervik Aye, Soni Salcido Aye.

ADOPTION OF THE FY2024/2025 BUDGET PACKAGE – YEARLY BUDGET

Keith Rogers made comment and asked for discussion.

Soni Salcido sought clarification on actions.

Dana Law sought clarification on proposals.

Keith Rogers made comments and offered proposals/amendments.

Bruce Andrews made comments.

Keith Rogers made comments and offered proposals/amendments.

Deborah Wise sought clarification on wages and salaries.

Keith Rogers offered clarification.

Deborah Wise thanked Bruce Andrews for his work on the budget.



Keith Rogers made comments and offered proposals/amendments.

Approved budget with amendments.

Motion passed 5-0

Motion made by Keith Roger; Seconded by Dana Law

ADOPTION OF THE FY2024/2025 BUDGET PACKAGE - RESERVE BUDGET

Keith Rogers made comment and called for discussion.

Bruce Andrews made comments.

Keith Rogers sought clarification.

Bruce Andrews provided clarification.

Fiscal year-end transfer of \$20,000 with total allowable Reserve Account balance of \$389,702.57

Motion passed 5-0

Motion made by Keith Rogers; Seconded by Soni Salcido

Dana Law Aye, Deborah Wise Aye, Keith Rogers Aye, Mike Nervik Aye, Sonja Salcido Aye.

Bruce Andrews made comment that there needs some work on the Reserve Budget.

Item 5: ADJOURN

Meeting adjourned at 8:20 p.m.

Motion passed 5-0

Motion made by Mike Nervik; Motion seconded by Soni Salcido

Votes:

Dana Law Aye, Deborah Wise Aye, Mike Nervik Aye, Sonja Salcido Aye, Keith Rogers Aye

Minutes compiled and submitted by

Deborah Wise

Board Clerk/Secretary

Keith Rogers Board Chairman

Deborah Wise Board Clerk