

AK-CHIN INDIAN COMMUNITY

Community Government

42507 W. Peters & Nall Road • Maricopa, Arizona 85138 • Telephone: (520) 568-1000 • Fax: (520) 568-1001



December 29, 2021

Sunsites-Pearce Fire District
Attn: Allen Hershey Fire Chief
P.O. Box 507
Pearce, Arizona 85625

Dear Fire Chief Hershey:

Enclosed is the signed Fiscal Agent/Grant Agreement between the Ak-Chin Indian Community, Cochise County and Sunsites-Pearce Fire District.

If you have any questions, please do not hesitate to contact me at the above number.

A handwritten signature in black ink that reads "Victoria A. Smith".

Victoria A. Smith, Council Executive Secretary
Ak-Chin Indian Community

RECEIVED

JAN 03 2022

BY: _____

**Fiscal Agent/Grant Agreement
Among
Ak-Chin Indian Community
and
Cochise County
and
Sunsites-Pearce Fire District**

This Fiscal Agent / Grant Agreement ("Agreement") is entered into by and among the Ak-Chin Indian Community ("Community"), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85138, Cochise County ("Municipality"), a county incorporated under the laws of the State of Arizona having its principal place of business at 1415 Melody Lane, Building G, Bisbee, Arizona 85603, and (and for the benefit of) Sunsites-Pearce Fire District ("Grantee"), a non-profit and special taxing district established under the laws of the State of Arizona having its principal place of business at 105 N. Tracy Rd., Pearce, Arizona 85625.

RECITALS

WHEREAS, pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community, the Community Council is authorized to negotiate and enter into contracts with federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises, or organizations; and

WHEREAS, pursuant to the authorities granted to counties incorporated pursuant to Arizona Revised Statutes §11-201, the Municipality is authorized to enter into contracts, such as this Agreement, and accept grant funding on behalf of the Grantee; and

WHEREAS, the Grantee is a non-profit organization that, pursuant to its Articles of Organization and A.R.S. §48-805 (A)(11), can enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community agreed to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, non-profit organizations, which provide a service for the general public, may also benefit from 12% Contribution funds provided that a city, town, or county will (1) accept the funding on behalf of the non-profit organization's behalf and (2) provide that funding to the non-profit, thereby acting in the capacity as a fiscal agent for the non-profit; and

WHEREAS, the Grantee is a non-profit organization and has made arrangements with the Municipality whereby the Municipality has agreed to accept a grant on behalf of the Grantee and act as a fiscal agent so that the Grantee may receive a 12% Contribution; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant from the 12% Contribution ("Grant") which, among other things, included assurances that the Municipality would work with the Grantee for the purpose of obtaining the Grant funding; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of supporting select expenditures and tasks of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make and the Grantee agrees to accept, with the Municipality acting as the fiscal agent, the Grant, subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The agreement between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on July 1, 2021 (and which was signed by the Municipality on July 2, 2021), and (b) seeks funding for the Project ("Project" is defined below in Section 1.2), that the Grantee submitted to the Community and which is attached hereto and incorporated herein as Exhibit "A."

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

- (a) "Application" means the application submitted by the Grantee, which is attached hereto and incorporated herein as Exhibit "A" and which includes the following: (1) the Ak-Chin Indian Community Grant Cover Sheet, (2) the narrative submitted by the Grantee, (3) the Letter from Cochise County dated April 9, 2019, showing that the Municipality has agreed to accept funding on behalf of the Grantee, (4) any and all attachments to the Application (including, but not limited to, proof of tax-exempt status), and (5) any and all other documents submitted to the Community by the Grantee or

the Municipality related to the Grantee's Application and submitted in consideration for receiving a Grant.

- (b) "Fiscal agent" means the Municipality, under an agency relationship, which has agreed, and is authorized by the Grantee, to conduct only the following transactions: (1) accepting the Community's 12% Contribution Grant funding on behalf of Grantee and (2) promptly disbursing the Community's 12% Contribution Grant funding to Grantee. Municipality shall make every effort to disburse the funding to the Grantee within thirty (30) days from the date on which the Municipality receives the Grant funding from the Community.
- (c) "Grant" means funding awarded by the Community as a part of the Community's 12% Contribution.
- (d) "Project" means the program or project proposed in and described by the Grantee in its Application, to purchase a new 4 x 4 ambulance.

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties or 2) January 1, 2022.

2.2 Unless otherwise terminated in accordance with the Article IX below or extended upon the approval of the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement, the term of this Agreement will expire on occurrence of the first of either: (a) one (1) calendar year from the Effective Date; or (b) the date upon which (i) the Project proposed in the Application (which is more fully described in Article III of this Agreement) is completed and (ii) the Community receives the Grantee's final report, as described more fully in Article X below.

ARTICLE III - SCOPE

The Grantee has overall responsibility for managing the grant funding provided by the Community for the benefit of the Project in accordance with the terms and conditions set forth in this Agreement including all exhibits hereto. Further, the Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. The Grantee agrees and shall use the Grant exclusively for the Project as detailed in the Application. Beyond acting as a fiscal agent and accepting Grant funding on behalf of the Grantee, the Municipality assumes no responsibility for participating in the Project, supporting the Grantee, or ensuring that the Grantee fulfills all obligations under this Agreement.

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of ONE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS (\$198,132.00), which is one-time funding, the funding for which shall be accepted by the Municipality on behalf of the Grantee.

4.2 The Grantee will use the Grant exclusively to support the Project for those services and activities represented in the Application, including costs attributable to and arising from providing those services and activities that are part of the Project. The Grantee bears the responsibility for monitoring and ensuring that the funding is used for only those purposes, services, and activities included in Exhibit A.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application, including certain representations made by the Grantee regarding the Grantee's arrangement with the Municipality to act as Grantee's fiscal agent regarding Grant fund acceptance. Any material change in the term or scope of the Project must first be approved by the Municipality in writing prior to submitting such request to the Community; then, such a request must be presented to the Community for written approval of the Community, which may be given in the form of a Community Resolution without requiring further written amendment of this Agreement.

4.4 The Grantee must notify the Community if the relationship between the Grantee and the Municipality changes in such a manner that the Municipality is no longer willing to collaborate with the Grantee and act as a fiscal agent for the Grantee.

4.5 The Community reserves the right to terminate this Agreement, pursuant to Article IX, if either the Grantee or the Municipality fails to fulfill its respective obligations under this Agreement or if the Project changes in a material way.

4.6 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. The Municipality may choose to act, but is not required to so act, as a purchasing agent for the Grantee; provided that any property purchased with Grant funding shall become the property of the Grantee, subject to the limitations provided in this Article IV, Section 4.6. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.7 Unless otherwise stipulated in writing, this Grant is made with the understanding that the Community has no obligation to provide the Grantee with any other funding or support except the amount granted in Article IV, Section 4.1 herein.

ARTICLE V - DISBURSEMENT OF GRANT

5.1 Upon the Community's receipt of a fully executed copy of this Agreement and a copy of the Municipality's W-9, the Community will arrange to issue to the Municipality Grant funding in the amount set forth in Article IV, Section 4.1. Unless otherwise requested by the Municipality, the Grant funding will be sent via FedEx or other express mail service to the Municipality at the address provided in Article XII, Section 12.2, below.

5.2 Upon receipt of the Grant funding, the Municipality will follow its own internal administration and processing policies to accept and subsequently provide the funding to the Grantee; provided that such administration and processing period shall not take more than three (3) months from the date on which the Municipality receives funding from the Community. The Municipality may not charge the Grantee or the Community any administration, management, or other fee for acting as the fiscal agent.

ARTICLE VI – MUNICIPALITY'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.1 By executing this Agreement, the Municipality represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Municipality have been fully adopted, passed, or enacted by the Municipality's governing body.

(b) This Agreement is valid and legally binding upon the Municipality and has been executed and delivered by the Municipality in such manner and form as to comply with all laws, regulations, and policies applicable to the Municipality.

(c) The Municipality will not assess any fee, tax, or other charge upon either the Grantee or the Community in relation to this Agreement or any administrative or management obligation arising hereunder.

(d) Upon receipt of the Grant from the Community, the Municipality will act as promptly as possible to provide the Grant funding to the Grantee; provided that the Municipality shall provide the Grant funding to the Grantee within three (3) months of receiving the funding from the Community.

6.2 The Municipality acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship among the Community and the Municipality or the Grantee.

ARTICLE VII – GRANTEE'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

7.1 By executing this Agreement, the Grantee represents and warrants that:

(a) The Grantee is duly organized and validly existing under Arizona law, is exempt from federal income taxes under Section 501(c) (3) of the Internal Revenue Code (or some other applicable provision of the Internal Revenue Code), and has all requisite power and authority to enter into this Grant Agreement and accept this Grant funding.

(b) This Agreement is valid and legally binding upon the Grantee, and has been executed and delivered by the Grantee in such manner and form as to comply with all applicable bylaws or organizational documents of the Grantee.

(c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist by the Grantee, which: (i) questions the legal status of the Grantee or its authority, including the Grantee's or its officers' ability to enter into and validly execute this Agreement; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee which would materially and substantially impair the Grantee's ability to manage funding or to perform any of the obligations imposed upon the Grantee by this Agreement.

(d) The representations, statements, and other matters contained in this Agreement and Exhibit A are true and complete and are not misleading in any material respect. The Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

(e) The Grantee will comply with all applicable federal, state and local laws in carrying out its obligations under this Agreement.

7.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, or joint venture, or other similar association or relationship between the Community and the Grantee.

ARTICLE VIII - DEFAULTS AND REMEDIES

8.1 The Grantee will be considered in default if the Grantee either: (a) uses Grant funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

8.2 If the Community has reason to believe that the Grantee has defaulted on any obligations under this Agreement, the Community will issue a Notice of Default ("Default Notice") to the Grantee with a copy to the Municipality. No later than thirty (30) days after the Grantee's receipt of the Default Notice, the Grantee, shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status

of the Project, including but not limited to information documenting the Grantee's use of the grant funding.

8.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, "appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, temporary or permanent injunctions, and (c) and any other available remedy.

8.4 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on any of its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Notice of Default to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing as required under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community's satisfaction, the Community may terminate this Agreement. If this Agreement is terminated by the Community under this Section 8.4, all Grant funding and/or any property purchased with the Grant funding shall be returned to the Community.

8.5 The Municipality will be deemed in default if the Municipality has not provided the Grant funding to the Grantee within three (3) months after accepting Grant funding from the Community.

8.6 Any dispute between the parties hereto regarding the interpretation, performance, breach, or enforcement of this Agreement shall be submitted to and resolved by arbitration in accordance with procedures mutually agreed to by the parties hereto; or, when the parties cannot agree, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Any arbitration awarded shall not include punitive, incidental, or consequential damages.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days' written notice to the Community and the Municipality and returning **ALL** Grant funding to the Community.

9.2 The Municipality may terminate this Agreement before accepting any Grant funding from the Community. After the Municipality has accepted funding from the Community, the Municipality may only terminate this Agreement if the Municipality has not yet provided the Grant funding to the Grantee. The Municipality must immediately provide written notice of any decision to terminate this Agreement to the Community and the Grantee, and must return **ALL** Grant funding received to the Community with the notice of termination.

9.3 The Community may terminate this Agreement if the Community determines that either Grantee or the Municipality has defaulted on its respective obligations agreed upon herein, as explained in Article VIII.

9.4 The Community's rights and remedies will survive termination of the Agreement.

ARTICLE X - CERTIFICATIONS BY GRANTEE

In signing this Agreement, the Grantee certifies that:

- (a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and
- (b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and
- (c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE XI - REPORTS

11.1 During the term of this Agreement, the Grantee must submit progress reports that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) calendar days after:

- (a) The first six (6) months of the Term; and
- (b) Completion of the Project or the end of the Agreement Term, whichever occurs first. If a Grant was awarded to make a purchase, the date of delivery of all items shall be deemed completion of the Project.

11.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

ARTICLE XII - MISCELLANEOUS

12.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

12.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

<p>If to the Community:</p> <p>PRIMARY ADDRESS</p> <p>CC:</p>	<p>Ak-Chin Indian Community ATTN: Council Executive Secretary 42507 W. Peters and Nail Rd. Maricopa, Arizona 85138</p> <p>Strickland & Strickland, P.C. Ak-Chin Indian Community General Counsel 4400 E. Broadway, Suite 700 Tucson, Arizona 85711</p>
<p>If to the Grantee:</p> <p>PRIMARY ADDRESS</p>	<p>Sunsites-Pearce Fire District ATTN: Allen Hershey Fire Chief P.O. Box 507 Pearce, Arizona 85625</p>
<p>If to the Municipality:</p> <p>PRIMARY ADDRESS</p>	<p>Cochise County ATTN: Kim Lemons, Clerk of the Board 1415 Melody Lane, Building G Bisbee, Arizona 85603</p>

12.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community. Notice of any assignment approved by the Community must be provided to all other parties by the party requesting the assignment.

12.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

12.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

12.6 This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between the Community, the Municipality, and the Grantee, and supersedes all prior oral and written agreements between the parties hereto with respect to this Grant. Notwithstanding the provisions of Article I, Section 1.1 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in Exhibit A, the provisions of this Agreement will prevail.

12.7 This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

12.8 Upon the Community's prior written approval, the Grantee is permitted to issue press releases and host other publicity events highlighting the Grant from the Community.

12.9 The Community reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of the Community, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

12.10 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of any party's applicable sovereign immunity. The Community and the Municipality shall have no liability for any of the Grantee's actions under or pursuant to this Agreement. The Grantee agrees to be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

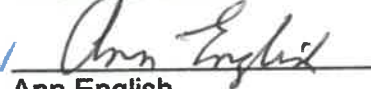
COMMUNITY:
AK-CHIN INDIAN COMMUNITY



Robert Miguel
Chairman

12/22/2021

GRANTEE:
COCHISE COUNTY



Ann English
Chairman

11/30/2021

ATTEST:



Victoria A. Smith
Council Executive Secretary

ATTEST:



Kim Lemons
Clerk of the Board

GRANTEE:
SUNSHINE-PEARCE FIRE DISTRICT



Allen Hershey
Fire Chief

12/13/2021

ATTEST:

A handwritten signature in cursive script that reads "Lillian M Reed". The signature is written in black ink and is positioned above a horizontal line.

Lillian Reed
Board Chair

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: <u>Sunsite Pearce Fire District</u> Applicant is a: <input checked="" type="checkbox"/> City/Town/County (circle) <input type="checkbox"/> Other: Fire District	
Mayor/Supervisor/Chairman/President: <u>Lillian Reed (Board Chairman)</u>	
Contact Person and Title: <u>Allen Hershey (Fire Chief)</u>	
Applicant Address (administrative office): <u>105 N. Tracy Rd</u>	
City: <u>Pearce, AZ</u>	Zip Code: <u>85625</u>
Applicant Mailing Address (if different): <u>PO Box 507</u>	
City: <u>Pearce, AZ</u>	Zip Code: <u>85625</u>
Phone Number: <u>(520)826-3645</u>	Fax Number: <u>(520)826-3586</u>
E-mail Address: <u>ahershey@sunsitesfire.org</u>	
Fiscal Agent for any Applicant that is not a City, Town, or County (Special Taxing Districts/Fire Districts must have a Fiscal Agent)	
Contact Person: <u>Kim Lemons / Cochise County Board of Supervisors</u>	
City/Town/County Mailing Address: <u>1415 Melody Lane, Building G</u>	
City: <u>Bisbee</u>	Zip Code: <u>85603</u>
Phone Number: <u>(520)432-9200</u>	Fax Number: <u>(520)432-9895-5016</u>
E-mail Address: <u>klemmons@cochise.az.gov</u>	

Received
 JUL 07 2021

Program or Project Name:	
Purpose (Check all that apply) <input type="checkbox"/> education <input type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): <u>Purpose of this grant is to procure funds to purchase a new 4x4 ambulance. A reliable ambulance is imperative for those having a medical emergency and if awarded this will allow our fire district to continue to reliably serve our community members for at least 15 years.</u>	
Beginning and Ending Date of Program or Project: <u>Without Funding this project will not have a beginning date. The end date is anticipated at 9 months after grant award. Tentative 7/1/2022.</u>	
Amount Requested: <u>\$198,132.00</u>	Total Cost: <u>\$198,132.00</u>
Geographic Area Served: <u>Eastern Cochise County</u>	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:
 For the Applicant: Allen Hershey Date: July 1, 2021

Typed/Printed Name and Title: Allen Hershey, Fire Chief

For the Fiscal Agent: Kim Lemons Date: July 2, 2021
 (If applicable)

Typed/Printed Name and Title: Kim Lemons / Clerk of the Board

Ak-Chin Indian Community 2021 Prop 202 – 12% Contribution Grant Application Outline for Narrative

INSTRUCTIONS: Applicants must submit a narrative explaining the proposal for which the Applicant is requesting funding. The Narrative submitted with the application shall follow the outline format provided below. Narratives shall not be more than five (5) pages, not including attachments, if any.

OUTLINE

A. Purpose of Grant.

- 1. Describe the proposed program or project (collectively, the “Project”). This description should identify the needs/issues the Project will address.**

Our proposed project is to secure funding for a new ambulance to replace our current 2002 Ford F-350 ambulance. Everybody deserves to have access to quality emergency medical care, however due to our tax-based fire district collections being rural and relatively poor, we are unable to collect enough funds to purchase a quality ambulance for those in need. We hope this grant award will solve our problem of not being able to provide a quality transport vehicle for our medical patients.

Our Fire district operates three Advanced Life Support (ALS) ambulances, consisting of 2013, 2004, and 2002 models. Of these, the 2002 model needs replacement. It is nearly 20 years old and has more than 246,000 miles on it. This ambulance is constantly having maintenance problems and is a struggle to keep in service. Due to our remote area, this ambulance will frequently be used as it is the only ambulance our fire district operates that is equipped with 4-wheel drive. Of the 1600 square miles our fire district covers, only about 10 square miles is pavement and the rest is all dirt roads aside from the highway system. These dirt roads quickly become mud during monsoon season requiring 4-wheel drive to make it to a patient's home. When the roads dry, they become deep and rutted, often as impassable as when wet.

The past ten years, the Auto Industry has seen many safety changes and ambulances are no different. In addition to this vehicles age and maintenance problems, it fails to meet many of those modern-day safety standards. Ambulances built prior to 2003 had not received any crash testing from the National Institute of Occupational Health and Safety (NIOSH). It has only been since 2013 that standards for ambulance manufacturing have been developed. These standards were developed through years of crash testing and have succeeded in making ambulances safer for the responding crew and patient. Since our current ambulance is a 2002 model it is nearly two decades behind on crash testing and safety standards for ambulance manufacturing design.

In summary, our ambulance is not only facing an inevitable breakdown, but it is not able to keep the occupants safe in the event of an accident. Despite this, due to its 4wheel drive capability, we are forced to accept these risks to reach certain patients.

Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application
Outline for Narrative

For these reasons we are seeking funding to replace our ambulance and hope the Ak-Chin Indian Community will look favorably upon our request.

- 2. Identify the target population that will be served by the Project. (Who will benefit? How many will be served? Is there a targeted geographic location? Etc.) and explain how the Project will benefit the general public.**

The target population that will be served is anyone within our Fire District and first response area, approximately 1600 square miles. The immediate target population includes elderly care facilities, multiple schools, businesses, an electrical power plant, mine, numerous agricultural facilities and two large dairies with hundreds of migrant workers. This totals out to almost 5000 residents. In addition, we frequently provide mutual aid to neighboring agencies for emergency medical care. Due to numerous mutual aid agreements this ambulance could serve all of Cochise County and beyond. The target population is thus any age, gender, or nationality. This will benefit the public as they can have full confidence that if or when they have a medical emergency, we will be able to promptly respond in a reliable and safe vehicle.

- 3. Describe the Project goals and objectives, and outline a plan to meet these goals.**

Goal #1: Secure funding to purchase a new ambulance.

This Goal will be met by writing a grant to an organization capable of funding a project of this size, currently AK-Chin is the only known funding source.

Goal #2: Once funding is secured purchase a new ambulance from one of the three dealers outlined in the attached quotes.

Our Fire District has done its due diligence receiving multiple quotes from various ambulance manufactures to provide a range of funding options for AK-Chin. Once funds are deposited and approved by our district board, we will notify the correct dealer of grant award and purchase the ambulance.

Goal #3: Train all crews on proper ambulance operations and outfit ambulance with all necessary equipment.

Within one week all employees will complete orientation on the ambulance and learn how to properly drive and operate it.

Once all firefighters have been trained on the operations of the vehicle it will be placed into service. All equipment will be moved from the old ambulance and placed in the appropriate compartments on the new ambulance. This entire process is expected to only take 1-2 days.

Once the ambulance is in service it will be used as the primary ambulance for the fire district for all emergency medical calls.

- 4. Provide a timetable for implementation of the Project.**

**Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application
Outline for Narrative**

Timetable: Purchase ambulance within 2 months of receiving grant funds. This will allow adequate time for our county district board and our local fire district board to accept the funds and approve purchase. After purchase is made our fire district expects to receive the ambulance within 6 months. This long of a delay is due to the possibility of having to wait for the ambulance to be built if one is not immediately available. Once ambulance is received it will be placed in service and inspected by Arizona Department of Health Services within one month. Total time to complete the grant is estimated at 9 months.

B. Resources.

- 1. Identify current funding sources for the Project and characterize each funding source listed as either a one-time-only or long-term funding source.**

There are no other current funding sources for this project. Due to this being a single purchase item it will be a one-time only funding from the AK-Chin Indian Community. However, we expect this ambulance to serve our community for at least the next 15 years.

- 2. Identify other organizations or partners that are participating in or contributing to the Project, but which are not funding sources, and describe their roles or contributions.**

There are no organizations or partners contributing to this project financially. However, we have received a letter of support from our county emergency manager as they have the understanding of the positive impact it would have for our entire county.

- 3. Define the Project as a new or continuing project. If the Project is awarded a grant, how would the Project continue after its grant funding is expended? If the Grant from the Community will replace other funding lost due to the economy, how will the Project be continued after the grant from the Community is exhausted?**

This is a new project in the sense of obtaining a new ambulance critical to performing our job and caring for the public's safety. This project will serve as a continuation of the emergency medical care our fire district already provides on a day-to-day basis. This ambulance will be used daily to assist those having a medical emergency and transporting them to a hospital if needed.

- 4. If the Applicant organization has requested funding from any other Arizona tribe, please list:**

- a. Pending or unsuccessful requests made within the last eighteen (18) months, including the name of the tribe to which the request was made and a brief summary of the project for which a grant was requested.

Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application
Outline for Narrative

Ft. McDowell 2020- Vehicle extrication tools. These are used to remove victims of car accidents also known as the “Jaws of Life” \$39,604.

(Denied)

Pascua Yaqui 2020- Cancer prevention, firefighter turnout washing machine. \$8,849. (Denied)

Ft. McDowell 2021- Utility Terrain Vehicle \$28,430 (Awaiting response)

Gila River 2021- New brush truck chassis. This is an attempt to replace our current brush truck that is 18 years old. \$88,919 (Awaiting response)

Tohono Oodham 2021 - New brush truck chassis. This is an attempt to replace our current brush truck that is 18 years old. \$88,919 (Awaiting response)

- b. Funded requests made in the last five (5) years, including the name of the tribe that awarded the funding, a brief summary of the project for which the funding was awarded, and the amount of the funding received.

Gila River 2017 - Vehicle stabilization tools. These tools are used to stabilize a vehicle that has been involved in a crash such as a rollover. \$11,000

Ak Chin 2019 – Cardiac Monitors. Grant award to replace our old outdated cardiac monitors with new state of the art monitors. Used to assess a patient’s vital signs, cardiac rhythm, and defibrillate. Have been used regularly with great success. \$126,789.

Gila River 2020 – Radio Communications. New handheld radios to replace older radios nearly 20 years old. \$44,682

Pascua Yaqui 2021- Wildland firefighting packs. These packs are a critical piece of protective equipment worn by wildland firefighters. \$3,736

- C. Reports. Approved grantees must report back to the Community about the use of all grants. Outline how your organization will account for and manage the funding if selected. Describe how Project progress and results will be tracked and documented. Interim and final reports will be required for each grant awarded.**

Funds will be deposited into our M&O account and tracked with QuickBooks software, all receipts for the ambulance will be maintained and all financial information pertaining to the grant will be provided in a final report. Once in service all emergency medical calls this ambulance responds too will be documented in our electronic reporting system. The use of the funds and the number of incidents the ambulance responds too will be recorded and made available for both Interim and Final reports.

- D. Budget. Provide a budget, including justification, that supports the request in the Application. Provide an estimated timeline for when funds will be expended.**

(See next page)

**Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application
Outline for Narrative**

Option 1 Horton 4x4 Ambulance						
Item	Individual cost	Quantity	Amount requested from Ak-Chin	Amount requested from other sources	In kind contributions	Total
Horton 4x4 Ram 4500 ambulance	\$198,132	1	\$198,132			\$198,132
Total			\$198,132			\$198,132

Option 2 Braun Northwest 4x4 Ambulance						
Item	Individual cost	Quantity	Amount requested from Ak-Chin	Amount requested from other sources	In kind contributions	Total
Braun Northwest 4x4 Ram 3500 ambulance	\$170,761	1	\$170,761			\$170,761
Total			\$170,761			\$170,761

Option 3 Wheeled Coach 4x4 Ambulance						
Item	Individual cost	Quantity	Amount requested from Ak-Chin	Amount requested from other sources	In kind contributions	Total
Wheeled Coach 4x4 F-350 ambulance	\$ 148,541	1	\$148,541			\$ 148,541
Total			\$ 148,541			\$ 148,541

All Funds will be spent within 1 month of the funds being received and approved.

E. Additional information. Please provide any additional information about the Project or the Applicant organization that the Ak-Chin Council should know when considering the Application.

Due to the large cost associated with an ambulance our fire district has chosen to provide three different funding options for the ambulance. Although we are in desperate need of an ambulance our fire district does not have the ability to receive only partial funding for an ambulance and cover the remainder cost with fire district funds.

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

June 26, 2021

**Sunsites – Pearce Fire District
105 N Tracy Road
Pearce, AZ 85625**

To Whom it May Concern:

Professional Sales and Service, LC respectfully provides the **Sunsites – Pearce Fire District** the following proposal for Type I ambulance vehicles. We appreciate the opportunity to work with you now and look forward to helping you with your ambulance needs in the future.

The following proposal reflects Horton Type **I** ambulance. The proposal is as follows:

One (1) 2022 Horton 453 Type I Ambulance on a 2022 Ram 3500 Chassis

The module body will be 149" long, 96" wide and have an interior height of 72" inches. The ambulance conversion is mounted on a 2022 Ram 3500 4X4 dual rear wheel cab/chassis with 14,000 GVWR. Please see the attached specifications for full detail.

<i>Ambulance Price</i>	<i>\$194,582.00</i>
<i>Shipping</i>	<i>\$3,550.00</i>
<i>Total Delivered Price*</i>	<i>\$198,132.00</i>

*Price does not include any applicable state and local taxes.

<i>Optional Pricing NOT included in Total:</i>	
<i>Upgrade to Stryker Power Load</i>	<i>23,500.00</i>
<i>Add Stryker Power Pro Xt Cot</i>	<i>\$19,500.00</i>
<i>Aux A/C compressor</i>	<i>\$3,800.00</i>

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

DEMONSTRATOR PROPOSAL

May 17th, 2021

Sunsites-Pearce Fire Department
ATTN: Eric Friedenberg
105 Tracy Rd
Pearce, AZ 85625
efriedenberg@sunsitesfire.org

RE: One (1) North Star 147-1 ambulance demonstrator #3326-1

Braun Northwest is pleased to offer the following proposal:

One (1) 2021 North Star 147-1 ambulance demonstrator #3326-1 on a 2021 Ram 3500 4x4 ambulance prep diesel chassis per enclosed specifications dated 02/22/2021 and drawings dated 02/16/2021.

Total price for Demo #3326-1.....\$170,761.00
Sales tax not included

F.O.B.: Pearce, Arizona

DELIVERY: Approximately 150-180 days ARO.

TERMS: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

NOTE: Vehicle offered on a first come first served basis and is being offered to other agencies. Mileage accruing.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by:
BRAUN NORTHWEST, INC.



Paul McCallum, V.P. Sales

Date: 5/17/2021

We agree to accept the above proposal:
Sunsites – Pearce Fire Department

Signature Date

Printed Name Title

TM
cc RG

Enclosures: options, specifications, drawings



EMERGENCY VEHICLES

www.braunnw.com



Eric Friedenberg
Sunsites-Pearce Fire District
105 N. Tracy Rd
Pearce, AZ 85625

March 24, 2021

RE: Offer to Provide One (1) 2022 Wheeled Coach Type I Citimedic 1146 Ambulance(s)

Attention: Eric Friedenberg

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for Sunsites-Pearce Fire District to purchase One (1) 2022 Wheeled Coach Type I Citimedic 1146 Ambulance(s) on a Ford F350, 4 x 4, Diesel Powered Two Door Standard Cab Chassis.

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan Emergency Response, SMEAL Fire Apparatus, Ladder Tower, SVI Trucks, Unruh Fire, Wheeled Coach Ambulance and Road Rescue Ambulance as well as offering ambulance remount services and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office and service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in everything we do for you. We are committed to do whatever it takes to surpass customers' expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and Sunsites-Pearce Fire District. I would again like to thank you for the opportunity. Everyone at EVG offers you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

Richard Kelsey
Regional Account Manager

2883 E. Coronado St. Anaheim, CA 92806
Tel: 714-238-0110 Fax: 714-238-0120
www.evginc.net



PROPOSAL

Eric Friedenberg
 Sunsites-Pearce Fire District
 105 N. Tracy Rd
 Pearce, AZ 85625

March 24, 2021

The undersigned is prepared to provide for the Sunsites-Pearce Fire District, upon receipt of a valid purchase order or a fully executed contract for final acceptance by Emergency Vehicle Group, the apparatus and equipment herein named and for the following prices:

Description	Price Each	Extended Price
One (1) 2022 Wheeled Coach Type I Citimedic 1146 Ambulance(s) on a Ford F350, 4 x 4, Diesel Powered Two Door Standard Cab Chassis	\$147,441.00	\$147,441.00
Misc Fee: (H-GAC)	\$1,100.00	\$1,100.00
Total Purchase Price	\$148,541.00	\$148,541.00

*All prices are quoted to include Ford GPC Rebates. Pricing is subject to change if the current rebates/GPC amount changes or becomes unavailable per vehicle. If the Ford rebates amount changes, the difference will be invoiced to the Sunsites-Pearce Fire District. Price is subject to change and will be recalculated if additional options are requested.

Said apparatus and/or equipment to be built and shipped in accordance with the specifications/work order reference number and any associated drawing(s) as provided. The specifications/work order/drawings herein contained will form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by Emergency Vehicle Group, Inc. of the purchase order or executed contract, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The apparatus and/or equipment will be ready for delivery approximately 180 days after receipt of valid purchase order or executed contract and receipt of the chassis at the manufacturers facility, not including chassis and materials delays, or other causes beyond our control.

The proposal for apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the proposal, and with all applicable guidelines for Emergency Apparatus as published at time of the proposal, except as modified by the referenced specifications. Any increased costs incurred by the seller because of future changes in or additions to said standards will be passed along to the customer as an addition to the price set forth above.

Unless accepted within 45 days from date of proposal (listed above), the right is reserved to withdraw this proposition.

Respectfully Submitted,

Richard Kelsey
 Regional Account Manager

2883 E. Coronado St. Anaheim, CA 92806
 Tel: 714-238-0110 Fax: 714-238-0120
 www.evginc.net



**Cochise County
Board of Supervisors**

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

TOM CROSSBY
Supervisor
District 1

ANN ENGLISH
Chairman
District 2

PEGGY JUDD
Vice-Chairman
District 3

RICHARD G. KARWACZKA
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

March 24, 2021

To whom it may concern:

RE: Cochise County as a Pass-Through Agent

Please consider this letter an acknowledgement that should Sunsites-Pearce Fire District's proposal be awarded; Cochise County will accept the funds and enter an IGA with the entity to accept funding on their behalf.

We have successfully done this previously with other Special Districts in Cochise County when they were fortunate enough to receive generous contributions to their programs.

Thank you for your consideration.

Sincerely,

Kim Lemons
Clerk of the Board

July 3, 2021

To whom it may concern:

I would like to voice support for the Sunsites-Pearce Fire District (SPFD) request for funding for a new ambulance for their agency. SPFD is one of few fire agencies within the county that operates a fulltime ALS ambulance. As such SPFD is frequently relied upon to assisted with large scale incidents across the county and is built into many of the county's multijurisdictional response plans. SPFD is regularly requested for mutual aid support in and around the Willcox area, so this additional ambulance will serve a much larger response area than just SPFD's jurisdiction.

An important element of any emergency response is a reliable and effective vehicle to transports sick and injured individuals. As a citizen of Cochise County, and in my professional role as the County Emergency Manager, I can assure you this grant would go a long way to ensuring that SPFD can continue to respond to the needs of their district and beyond, and will ensure SPFD continues to support Cochise County's mission to provide regional leadership and effective, high-quality services with personal and profession integrity.

If there are any questions, please contact me at the email or phone number listed below.

Respectfully,

Judy Lynn
jlynn@cochise.az.gov
520-335-5762