

Superstition Fire and Medical District

Board of Directors

November 19, 2014



Mr. Todd House, Board Chairman
Ms. Linda Shank, Board Clerk
Mr. Jeff Cross, Board Director
Ms. Barbara Cobb, Board Director
Mr. Charlie Fox, Board Director

Superstition Fire and Medical District Governing Board Meeting Agenda

PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire and Medical District Governing Board will hold a meeting on **Wednesday, November 19, 2014**. The meeting will be held at the Superstition Fire and Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

AGENDA:

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

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

1. Review and approval of the October 2014 financial reports and bank reconciliations.
(BOD #2014-11-01)
2. Recognition of employee performance, achievements, and special recognition for community members.
(BOD #2014-11-02)
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below:
(BOD #2014-11-03)
 - a) Board Meeting Minutes from October 15, 2014.
 - b) IGA between SFMD and MFMD relating to CMS Healthcare Innovation grant award.
 - c) Disposition of surplus property.
 - d) Nationwide Deferred Compensation 457 – Addendum
 - e) Purchase of two emergency generators.
 - f) Purchase of second Nomex Hood for field personnel.
 - g) Purchase of two ReVel portable critical care ventilators.
 - h) G2 upgrades at Fire Station 263.
5. Purchase of a cloud-hosted ePCR solution that is NEMSIS 3 compliant and 15 new ePCR tablets.
(BOD #2014-11-04)
6. Consideration and approval of a capital lease from Oshkosh Capital to finance the purchase of the 2014 Pierce Freightliner JS373 – 3,000 gallon Tactical Tender (“Tender”) authorized by the board at the August 20, 2014 Board Meeting and to adopt Resolution 2014-07 for the authority of a capital lease purchase. **(BOD #2014-11-05)**
7. Consideration and approval of the purchase of a fully equipped transport capable rescue unit in support of the Centers for Medicare/Medicaid Services (CMS) Grant. **(BOD #2014-11-06)**
8. Discussion and overview with the status of the CMS grant. **(BOD #2014-11-07)**
9. Discussion and possible approval of a Memorandum of Understanding (MOU) with Rural Metro and SFMD regarding the CoN application process. **(BOD #2014-11-08)**
10. Discussion and overview of the status of the Certificate of Necessity (CoN) application process, financial overview, and to adopt Resolution 2014-08. **(BOD #2014-11-09)**
11. Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation. **(BOD #2014-11-10)**
 - a) Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.

- b) Note that executive sessions are confidential pursuant to ARS §38-431.03(C).
12. Discussion and possible action regarding the fire chief's annual performance evaluation. **(BOD #2014-11-11)**
 13. Discussion and possible action regarding the fire chief's compensation. **(BOD #2014-11-12)**
 14. Chief's Report **(BOD #2014-11-13)**
 15. Announcements **(BOD #2014-11-n/a)**
 16. Adjourn **(BOD# 2014-11-14)**

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

One or more members of the governing board may attend the meeting telephonically.

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

Posted on: November 18, 2014

At: 1545 hours

By: Jasmin Jones

Governing Board Meeting – November 19, 2014

Agenda Item: 1

BOD#: 2014-11-01

Agenda Item Title:

Review and approval of the October 2014 financial reports and bank reconciliations.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

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

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

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the Fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District's Fund cash accounts (General (100), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Recommended Motion:

"Motion to approve the October 2014 financial reports and bank reconciliations."

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.

*Financial Reports and Bank Reconciliations are separate from the board packet.

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire and Medical District attests to the review and approval of the following financial report(s) of the Fire District for the month of **October 2014**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Capital Projects (200) Fund
 - c. Bond Proceeds (300) Fund
 - d. Special Projects (400) Fund
 - e. Debt Principle (500) Fund
 - f. Debt Interest (600) Fund

Todd House, Board Chairman

Date

Governing Board Meeting – November 19, 2014

Agenda Item: 2

BOD#: 2014-11-02

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

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

November Service Awards: *(presented for 5, 10, 15, 20, and 25 year anniversaries):*

N/A

November Service Anniversaries:

Firefighter July Ritschel	14 Years
GIS/Technology Support Specialist Lauren Daniel	8 Years
Fire Chief Paul Bourgeois	2 Years
Account Clerk I Jennifer Burke	1 Year
Account Clerk I Audrey Taylor	1 Year

Special Recognition

Ms. Linda Shank

Employee Performance / Special Recognition for Community Members:

Cardiac Arrest Survivor	<u>SFMD Crew:</u> Engineer Chuck Hanson Firefighter Nat Erickson Firefighter John Walka Firefighter Jackie Anderson <u>City of Apache Junction Personnel:</u> Rick King Mike Graham
Cardiac Arrest Survivor	<u>SFMD Crew:</u> Captain Mike Ament Engineer Chuck Hanson Firefighter Nat Erickson Firefighter Brian Garten
Citizen Assist	<u>Citizens:</u> Larry Montoya James Allen

Governing Board Meeting – November 19, 2014

Agenda Item: 3

BOD#: 2014-11-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None

Governing Board Meeting – November 19, 2014

Agenda Item: 4

BOD#: 2014-11-03

Agenda Item Title:

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

- a) Board Meeting Minutes from October 15, 2014.
- b) IGA between SFMD and MFMD relating to CMS Healthcare Innovation grant award.
- c) Disposition of surplus property.
- d) Nationwide Deferred Compensation 457 – Addendum
- e) Purchase of two emergency generators.
- f) Purchase of second Nomax Hood for field personnel.
- g) Purchase of two ReVel portable critical care ventilators.
- h) G2 upgrades at Fire Station 263

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for November 19, 2014.”

a) Board Meeting Minutes from October 15, 2014.

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

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

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of the October 15, 2014 board minutes.

Enclosure(s):

October 15, 2014 Board Meeting Minutes



**Governing Board Meeting Minutes
 October 15, 2014**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE AND MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, OCTOBER 15, 2014. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

- A. Board Chairman Todd House called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Director Cross.
- C. Roll Call showed Board Chairman Todd House, Board Clerk Linda Shank, Board Director Barbara Cobb, Board Director Charlie Fox and Board Director Jeff Cross as present.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Finance Manager Roger Wood, Legal Counsel Donna Aversa, and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

Item 1: *Review and approval of the September 2014 financial reports and bank reconciliations. (BOD #2014-10-01)*

Motion by Director Cross to approve the September 2014 financial reports and bank reconciliations. Seconded by Clerk Shank.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2014-10-02)*

Chairman House read the list of the following October Service Anniversaries:

Firefighter/Paramedic Sammy Ramirez	7 Years
Firefighter/Paramedic John Walka	7 Years
Firefighter Chris Robson	7 Years

October Service Awards (5, 10, 15, 20, 25, and 30):

Captain/Paramedic Craig Horvath	15 Years
BSO/Paramedic Jeremy Rocha	15 Years
Firefighter/Paramedic Dave Pohlmann	15 Years

Item 3: *Call to the Public. (BOD #2014-10-n/a)*
 None

Item 4: *Consideration and possible approval of all consent agenda items listed below:
(BOD #2014-10-03)*

- a) *Board Meeting Minutes from September 17, 2014.*
- b) *Revised IGA between SFMD and the Town of Florence relating to Fleet Maintenance on Florence Fire Department apparatus.*
- c) *IGA between SFMD and MFMD relating to the CMS Healthcare Innovation grant award.*
- d) *IGA between SFMD and other Automatic Aid partners relating to the Automatic Aid Agreement.*
- e) *Agreement and purchase of FireView Dashboard software with the Omega Group.*

Fire Chief Paul Bourgeois requested to remove item c), staff will bring this item to next month's meeting.

Motion by Director Cobb to approve the consent agenda items a through e except for item c for October 15, 2014. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Presentation and high level overview of the 2013/2014 Operational Plan.
(BOD #2014-10-04)*

Fire Chief Paul Bourgeois presented the 2013/2014 Operational Plan summary – per BOD# 2014-09-08 – Fire Chief's Evaluation Timeline. Highlights were as follows:

Milestones:

- September 2013 – The fire district transitioned to a new electronic records management system.
- October 2013 – The Board of Directors voted unanimously to change the name of the fire district to Superstition Fire and Medical District. This name is more reflective of the community we serve and the services we provide.
- October 2013 – SFMD was designated as a Premier EMS Agency by the Arizona Department of Health Services.
- January 2014 – SFMD was designated as a Heart Safe Community.
- March 2014 – SFMD received Reaccreditation from the Commission on Fire Accreditation International (CFAI).
- April 2014 – The Superstition Fire and Medical District Regional Training Center opened.
- June 2014 – In conjunction with Mesa Fire and Medical Department, SFMD was awarded a grant for \$2.8 million for the procurement of Self Contained Breathing Apparatus (SCBA's).
- Cardiac Arrest Survival Rate 36% - the national average is 9.5%, our district is well above the national average.

Strategic Planning Accomplishments:

- A Customer Satisfaction Survey was designed, implemented, and distributed. Email addresses are captured through the electronic patient care reports (ePCR), community events, and classes. The survey is also located on our website.
- Improved our technical environment throughout all locations. This includes the procurement of enhanced software applications, terminal servers, backup

servers, and cloud applications. In addition, adaptive tablets were deployed for use by field personnel.

- The accounting department selected the Tyler Incode accounting package from a sealed bid process. A slow-roll implementation process has begun for the conversion of CYMA to Tyler. It is expected to be fully implemented in July 2015.
- Phoenix NAP became the fire district's first data center providing greater storage, stability, and security of district records. A terminal server was added for the purpose of providing faster and reliable service to all remote stations and to reduce software costs.
- Senior Leadership was able to realign job duties and reclassify positions to better meet the needs of our community and better position the organization to move forward.
- All current BSO's and BC's have acquired the Incident Safety Officer (ISO) certification from the Fire Department Safety Officer Association (FDSOA).
- The Tuition Reimbursement policy was revised to better assist the membership in pursuing higher education.
- Five additional AED's were added to our community through our PAD program. This brings the total to 47 AED's located throughout the district.
- A standardized PIO hotline and an email address were established. This standardization allows the district to respond to media inquiries faster and more efficiently 24/7/365.
- Five PSA's were produced to educate our community; included subjects such as Cardio Pulmonary Resuscitation (CPR), Water Safety, Bicycle Safety, Smoke Detectors, and Holiday Safety.
- Canvassed neighborhoods after significant fire and water related incidents. This new initiative promotes fire and water safety education to residents residing in neighborhoods impacted by these incidents.

Major Initiatives for Fiscal Year 2014/2015

- CMS/Community Paramedicine
- Certificate of Necessity
- Tyler Implementation
- GIS – Dashboard Implementation
- Improved Firefighter Health & Fitness Exams
- Creation of a Peer Support Team & Comprehensive Behavioral Health Program
- Management Dashboard

Chairman House stated that he hasn't seen anything this comprehensive presented to the board in quite sometime. He is happy with the way things are moving forward in our district and he thanked Chief Bourgeois for all of the accomplishments the SFMD has made this year.

Item 6: *Review and possible discussion regarding the fire chief pay range. (BOD# 2014-10-05)*

Legal Counsel Donna Aversa explained to the board of directors this item was for informational purposes only. If the board has any additional information they would like included, Donna will compile the information for the board. She went on to explain that the thought behind this item is to have the information at the board's fingertips as they go through the evaluation process for the fire chief.

Chairman House encouraged the board of directors to look over the information and to contact Donna with any additional departments they would like added to the list.

Item 7: *Discussion and overview of the status of the CMS grant. (BOD# 2014-10-06)*

Firefighter/Paramedic Dave Pohlmann thanked Senior Staff for allowing him the opportunity to assist with the CoN application and the CMS grant process. He continued by summarizing the current status of the CMS grant process:

- Dr. Smith held a meeting with potential Captain/Paramedics and three volunteered for the program – Amy Brooks, Doug Taylor, and Alex Dupuis will all work on the new units.
- The ambulance will be decaled with our current name and logo.
- The decision was made not to have our own behavioral health specialist in our district, one will be dispatched from Mesa.
- Mesa sent the IGA to Donna for legal counsel, we will present this to the board at the November meeting.
- The implementation has been delayed to the middle of December.
- Continuing to work on technical issues when they arise.

Item 8: *Review, discussion and possible action to enter into an agreement engaging special legal counsel for purposes of pursuing a Certificate of Necessity (CoN). (BOD# 2014-10-07)*

Fire Chief Paul Bourgeois explained that the CoN process is a legal process and the procurement of legal counsel who specializes in this area is critical, we have a narrow window of time. There are only two firms that specialize in the CoN process, after meeting with both firms, Kathy Steadman was the *front runner*.

Finance Manager Roger Wood explained that the engagement letter is standard and includes fees and billing, Ms. Steadman is open to locking down fees.

Clerk Shank stated that if an attorney is willing to lock down pricing that is something we need to take advantage of.

Director Fox feels this is a necessity and if Kathy is the best there isn't anything to question.

Director Cross feels that if other departments are not taking advantage of this CoN process they are missing out.

Chairman House stated we need to “*strike*” while we can.

Motion by Director Cobb to move that it is in the district's best interests to engage special legal counsel to represent the district in pursuit of a CoN; further move to engage Kathy Steadman of Coppersmith Brockelman, PLC as special counsel for purposes of pursuing a CoN; and further authorize the Chairperson to execute the firm's representation agreement. Seconded by Director Cross.

Vote 5 ayes, 0 nays. Motion passed.

Item 9: *Discussion and possible approval of Memorandum of Understanding (MOU) with Rural Metro and SFMD regarding the CoN process. (BOD# 2014-10-08)*

Fire Chief Paul Bourgeois stated this item is not ready for the board, however, it would be added to future agenda.

Item 10: *Discussion and overview of the current status of the application for Certificate of Necessity (CoN). (BOD# 2014-10-09)*

Firefighter/Paramedic Dave Pohlmann summarized the progress of the CoN application process:

- The MOU will be presented at the November board meeting, this is a big step in the process. The MOU contractually binds Rural Metro to support the SFMD through the CoN process.
- Aggressively modeling the financial side of things with great detail. Finance Manager Roger Wood will present financial information at the November board meeting.
- Still researching cost recovery, it could be anywhere from 30 days to 6 months depending on what model we go with and the timeliness of submitting the billing statements.

Chief Bourgeois clarified that this process was not something that was budgeted for this fiscal year because it was not in the forecast for Rural-Metro to offer any kind of support. Staff recognizes the CoN isn't budgeted for, most of the costs will be deferred to the next fiscal year. He continued by stating this is a big step for our community. Chief Bourgeois also thanked Legal Counsel Donna Aversa for all of her hard work through the years.

Item 11: *Chief's Report (BOD# 2014-10-10)*

- AFDA Conference January 15th – 17th 2015
- Summary of the Annual Fire Prevention Celebration
 - Over 600 people in attendance
 - FREE Lunch and Root Beer Floats
 - Music
 - Train
 - Fire Safety Education
 - Raffles
 - Prizes
 - Social Media Games
- 5 Water Rescues on October 9, 2014
- New Recruits started the 14 week 2014-01 Academy on October 13, 2014.

Item 12: *Announcements (BOD# 2014-10-n/a)*

Fire Chief Bourgeois thanked Battalion Chief Brett Broman on all of his hard work on the creation of the Superstition Fire and Medical District Volume II.

Chairman House announced he received his official Election Certificate in the mail today.

Item 13: *Adjourn (BOD# 2014-10-11)*

Motion by Director Cross at 6:49 p.m. to adjourn the meeting. Seconded by Clerk Shank.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Linda Shank, Board Clerk

Jasmin Jones

b) IGA between SFMD and MFMD relating to CMS Healthcare Innovation grant award.

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

This item is for review and approval for an intergovernmental agreement with the Mesa Fire and Medical Department and the Superstition Fire and Medical District in regards to the CMS Healthcare Innovation grant that was awarded to both parties.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of the Intergovernmental Agreement (IGA).

Enclosure(s):

IGA between SFMD and MFMD

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MESA FIRE AND MEDICAL DEPARTMENT (“MFMD”) AND THE SUPERSTITION FIRE AND MEDICAL DISTRICT (“SFMD”) RELATING TO CMS HEALTH CARE INNOVATION AWARD.

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between MFMD and SFMD for the provision of community paramedical services in conjunction with the MFMD Community Care Response Initiative and the Centers for Medicare and Medicaid (“CMS”) Health Care Innovation Award.

WHEREAS, Section 1115 A of the Social Security Act, added by Section 3021 of the Patient Protection and Affordable Care Act, authorizes the Center for Medicare and Medicaid Innovation (“Innovation Center”) to test innovative health care service delivery and payment models; and

WHEREAS, CMS, through the Innovation Center, has launched a series of Health Care Innovation Awards designed to support innovative organizations, providers, and communities in developing new service delivery and payment models; and

WHEREAS, the MFMD hosted an application with its community partners for a Health Care Innovation Award to support the MFMD’s Community Care Response Initiative; and

WHEREAS, SFMD is one of MFMD’s community partners; and

WHEREAS, MFMD has received a Health Care Innovation Award (“Award”) in support of the Community Care Response Initiative; and

WHEREAS, MFMD is the Award recipient and SFMD is an Award sub-recipient; and

WHEREAS, the Award requires MFMD and its partner-subrecipients to utilize Community Care Response Units to respond to low acuity 911 calls and provide low-acuity paramedical services, including post-hospital follow up services.

NOW THEREFORE, it is agreed as follows:

1. Definitions. For purposes of this agreement, the following definitions shall apply:

a. “Community Care Response Unit” means a team comprised of a Fire Captain/paramedic and a contracted nurse practitioner/physician’s assistant and/or a behavioral health crisis counselor that responds to low acuity 911 calls and provides low acuity paramedical services.

b. “Low acuity 911 call” means a call originating through the 911 system that does not require acute emergency response or transport to an emergency department.

c. “Low acuity community paramedical services” means services provided by a community care response unit, including, but not limited to: first-aid; administering oxygen; suturing; administering glucose for diabetics; administration of antibiotics or other medication or treatment for asthma attacks, allergic reactions and other similar conditions; immunizations and other preventative care; behavioral health assessments; referrals; post-hospital follow-up care; community and patient outreach; transport to appropriate facilities; and other services as defined by the MFMD Medical Director.

2. SFMD Responsibilities.

a. SFMD will operate one Community Care Response Unit (hereinafter “CCU”) out of Station 263 of the Superstition Fire District. The CCU will operate 24 hours a day, 7 days a week and will be staffed at all times by a {00137209.1}

SFMD Fire Captain and a nurse practitioner/physician assistant contracted by MFMD through Mountain Vista Medical Center SFMD will utilize the scheduling model recommended by the MFMD Program Manager in staffing the CCU.

b. SFMD will assign three Fire Captains to the CCU. SFMD will invoice MFMD monthly on SFMD's last payroll day of the month. MFMD will reimburse SFMD for the salary and benefits of each of the three Fire Captains assigned to the CCU using Award funds. SFMD will not be reimbursed for overtime. SFMD will not be reimbursed for any staff other than the three Fire Captains.

c. SFMD will provide the CCU vehicle and perform all vehicle maintenance.

d. SFMD's CCU will be dispatched to respond and provide low acuity paramedical services to the following low acuity 911 call: abdominal pain; assault; animal bite; burn injury; eye injury; fall injury; nose bleed. The CCU may also be dispatched to respond to the following low-acuity 911 call: allergic reaction; back injury; diabetic; headache; illness; injured person; psychological issue; and any other low-acuity 911 calls.

e. SFMD's CCU's will be scheduled to provide in home health care visits/evaluations to identified high-risk patients within 72 hours of discharge from Mountain Vista Medical Center following surgery or hospital admission for conditions such as cardiac arrest, diabetes, chronic obstructive pulmonary disease, and pneumonia.

f. SFMD's CCU's will be dispatched or scheduled to respond within the jurisdictional boundaries of the City of Mesa and/or the Superstition Fire District. SFMD's CCU's may also be dispatched or scheduled to respond within the jurisdictional boundaries of the Town of Queen Creek.

g. SFMD will utilize Zoi iPad Solution for integrating, managing, reporting, and transmitting all patient care records and other data relating to CCU activities.

h. Insurance Requirements. SFMD must obtain and maintain at its expense throughout the term of the Agreement, at a minimum, the types and amounts of insurance set forth in **Exhibit B: Insurance** from insurance companies authorized to do business in the State of Arizona; the insurance must cover the services to be provided by SFMD under the Agreement. For any insurance required under this Agreement, SFMD will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

(1) Nothing in this Section 2, Paragraph h limits SFMD's responsibility to the City of Mesa. The insurance requirements herein are minimum requirements for the Agreement and in no way limit the indemnity promise(s) contained in the Agreement.

(2) The City of Mesa/MFMD does not warrant that the minimum limits contained herein are sufficient to protect SFMD from liabilities that might arise out of performance under the Agreement by SFMD, its agents, representatives, employees or subcontractor(s). SFMD is encouraged to purchase additional insurance as it deems necessary.

(3) Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

(4) Prior to the execution of the Agreement, SFMD will provide the City of Mesa/MFMD with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City of Mesa reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

(5) When the City requires a Certificate of Insurance to be furnished, SFMD's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, SFMD agrees that no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

(6) The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City of Mesa/MFMD, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of your performance under this Agreement.

(7) All insurance certificates and applicable endorsements are subject to review and approval by the City of Mesa's Risk Management Division.

i. Indemnification. To the fullest extent permitted by law, SFMD will defend, indemnify and hold the City of Mesa/MFMD harmless from and against all losses, demands, expenses (including reasonable attorney fees and costs of litigation), damages, claims, suits, fines, judgments, or other liabilities of any kind resulting from or arising out of this Agreement or SFMD's performance of the Work. SFMD's indemnification covers any liability on account of injury, sickness, disease, or death of any person, and the damage, destruction, or loss of any property, provided that such liability is due to the negligent or willful acts, errors, or omissions of SFMD, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by SFMD, or any person or persons under SFMD's direction and control. SFMD's indemnification of the City of Mesa/MFMD also covers any situation where liability is created based on SFMD's failure to comply with this Agreement or with any applicable law, ordinance or regulation. SFMD's indemnification coverage of the City of Mesa/MFMD includes the City's Mayor, City Council, appointed boards and commissions, officials, officers, and employees, individually and collectively. The City of Mesa/MFMD assumes no liability for SFMD's actions and will not indemnify or hold SFMD or any third-party harmless for claims based on this Agreement. During the course of any litigation, SFMD will update us in a timely manner as to any issues that may involve our independent negligence that is not covered by the indemnification.

As a recipient of federal funds, the City of Mesa/MFMD is subject to audit and review to determine compliance with applicable laws and regulations. As a sub-recipient of funds awarded to MFMD, SFMD is also subject to audit and review. SFMD's indemnification of Mesa outlined herein includes when an audit or review by an agency of the federal, state, or local government results in the determination that MFMD must reimburse CMS for funds awarded to SFMD under this Agreement or otherwise pay monies to a governmental agency due to SFMD's failure to comply with this Agreement or any applicable law. SFMD agrees that, should MFMD be required to reimburse CMS or pay monies to a governmental agency in any way based on SFMD's performance under this Agreement, SFMD will refund MFMD for any monies MFMD must pay. SFMD's responsibility to refund MFMD also includes any penalty fees that MFMD must pay to CMS or any other governmental agency because of SFMD's failure to comply with this Agreement or any applicable law. SFMD will reimburse MFMD within thirty (30) days of receipt of written notice from MFMD.

3. Additional SFMD Responsibilities as Award Sub-Recipient.

a. SFMD, as an Award sub-recipient, will comply, and is required to comply, with the Notice of Award Standard Grant/Cooperative Agreement Terms and Conditions and Program Terms and Conditions, and any attachments thereto, attached hereto and incorporated herein by reference as *Exhibit A*. The Notice of Award Standard Grant/Cooperative Agreement Terms and Conditions and Program Terms and Conditions apply to SFMD to the same extent as if SFMD were the Award recipient.

b. Program income. Program income earned during the Term of this Agreement shall be retained by MFMD and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the federal share of costs is based.

c. Records retention. Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. The only exceptions are the following:

(1) If any litigation, claim, financial management review, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(2) Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.

(3) When records are transferred to or maintained by the HHS awarding agency, the three-year retention requirement is not applicable to the recipient or sub-recipient.

(4) Indirect cost rate proposals, cost allocation plans, etc., as specified in 45 C.F.R. § 74.53(g).

HHS awarding agencies, the HHS Inspector General, the U.S. Comptroller General, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

Unless required by statute, HHS/CMS will not place restrictions on recipients/sub-recipients that limit public access to records of recipients/sub-recipients that are pertinent to an award, except when HHS/CMS can demonstrate that such records shall be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act, 5, U.S.C. 552, if the records had belonged to CMS/HHS.

d. Payment. Subject to the provisions of this Agreement and the requirement of federal law, SFMD will be reimbursed as set forth in Section 4, paragraphs d and e of this Agreement. Unless an amendment to the Agreement is signed by the parties and approved by CMS, SFMD will not be reimbursed for any additional costs. To receive reimbursement, SFMD must submit a properly executed invoice with all required supporting documentation and be current on all reports required under this Agreement. An invoice that is not properly executed will not be approved for payment. SFMD must submit invoices on or before the close of business on SFMD's final payroll day of each month. Reimbursement to SFMD is contingent upon the availability of funds and MFMD's receipt of Award funds from CMS. Upon termination or expiration of this Agreement, SFMD will be entitled to reimbursement only for the services performed under this Agreement up to the date of the termination or expiration.

4. MFMD Responsibilities:

a. MFMD will operate three CCU's out of MFMD stations. Two units will operate 24 hours a day, 7 days a week and each will be staffed at all times by a MFMD Fire Captain and a nurse practitioner/physician assistant contracted through Mountain Vista Medical Center. One unit will operate 40 hours a week and will be staffed during all hours of operation with a MFMD Fire Captain and a behavioral health crisis counselor contracted through Crisis Preparation Recovery.

b. MFMD's CCU's will respond to the same 911 call types set forth in Section 2.d. above. MFMD CCU's will also be scheduled to provide in home health care visits/evaluations to identified high-risk patients within

72 hours of discharge from Mountain Vista Medical Center following surgery or hospital admission for conditions such as cardiac arrest, diabetes, cardio obstructive pulmonary disease, and pneumonia.

c. MFMD CCU's will be dispatched or scheduled to respond within the jurisdictional boundaries of the City of Mesa and/or the Superstition Fire District.

d. MFMD will reimburse SFMD monthly for the Fire Captain salaries and benefits. For year one (1) of the Term of this Agreement, the amount SFMD will be reimbursed for salaries shall not exceed \$251,510.40. For years two (2) and three (3) of the Term of this Agreement, the amount SFMD will be reimbursed for salaries shall not exceed \$267,603. SFMD will not be reimbursed for overtime. The amount SFMD is reimbursed for benefits shall not exceed \$84,153 annually. Subject to Section 3, paragraph e of this Agreement, MFMD will reimburse SFMD within thirty (30) days of receiving SFMD's monthly invoice with all required supporting documentation. Only Award funds will be used to reimburse SFMD.

e. MFMD will reimburse SFMD up to \$4000 annually during the Term of this Agreement for CCU vehicle maintenance and fuel. Subject to Section 3, paragraph e of this Agreement, MFMD will reimburse SFMD within thirty (30) days of receiving SFMD's monthly invoice with all required supporting documentation. Only Award funds will be used to reimburse SFMD.

f. MFMD will provide SFMD with one iPad loaded with Zoi iPad Solution software. MFMD will provide an additional iPad if necessary. MFMD will provide Zoi training to SFMD Fire Captains assigned to the CCU.

5. General Terms and Conditions:

a. Term. The Term of this Agreement will begin on September 1, 2014 and will end on August 31, 2017 unless terminated sooner by MFMD, SFMD or in accordance with Paragraph 24 of the Notice of Award Standard Grant/Cooperative Agreement Terms and Conditions (*see Exhibit A*).

b. Entire Agreement and Amendments. This Agreement, along with all Exhibits and Attachments, represents all the terms and conditions agreed on by the parties with respect to its subject matter. This Agreement replaces and supersedes any previous agreements, representations, understandings, and negotiations of the parties, oral or written, with respect to the subject matter of this Agreement. Amendments to the Agreement will only be done by a written instrument signed by both parties.

c. Termination. In addition to termination based on Paragraph 24 of the Notice of Award Standard Grant/Cooperative Agreement Terms and Conditions and the Termination provisions set forth in the Notice of Award Program Terms and Conditions (*see Exhibit A*), MFMD may suspend or terminate this Agreement if SFMD materially fails to comply with any term of this Agreement. Instances of material failure under this Agreement will include, but are not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to in this Agreement, or the statutes, regulations, executive orders and CMS guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, to fulfill in a timely and proper manner the obligations described in this Agreement, including, but not limited to, the reporting requirements;

(3) Ineffective or improper use of funds provided under this Agreement;

(4) Submission of reports that are incorrect or incomplete in any material respect;

(5) SFMD becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, SFMD makes an assignment for a creditor, or there is any similar action that affects SFMD's capability to perform under the Agreement;

(6) SFMD is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days; or

(7) Conducting business in an unethical or illegal manner.

d. Termination for Convenience. Except as provided in *Exhibit A* to this Agreement, either party may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other party of such termination.

e. Acknowledgement of Obligations Under the Health Insurance Portability and Accountability Act of 1996 (U.S.C. § 1320(d)). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time (codified at 45 C.F.R. Parts 160 and 164) ("Privacy Standards"). The Privacy Standards require assurance that business associates who receive confidential information in the course of providing services on behalf of a covered entity comply with certain obligations regarding the confidentiality of health information. The parties agree to comply with the terms of the Business Associate Agreement, attached hereto as *Exhibit C*, and incorporated herein by reference.

f. Arizona Law.

(1) A.R.S. § 38-511. Either Party may terminate this Agreement pursuant to A.R.S. § 38-511, within three (3) years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement becomes an agent or employee for the other Party. Such termination is effective when the Party receives written notice of the termination.

(2) A.R.S. § 38-504. Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months will not represent another organization before the City of Mesa or SFMD on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City of Mesa or SFMD and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of their official duties.

(3) A.R.S. § 39-121 *et seq.* The Parties are public entities subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*). Any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process. The Parties also acknowledge that the public may be provided access to the records related to this Agreement in accordance with federal law or regulations.

(4) A.R.S. §§ 41-4401 and 23-214(A). Under A.R.S. § 41-4401, SFMD warrants to the City of Mesa that SFMD and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal and state immigration laws and regulations that relate to SFMD employees including, but not limited to, A.R.S. § 23-214(A) ("Immigration Warranty"). A breach of the Immigration Warranty constitutes a breach of this Agreement and will subject SFMD to penalties up to and including termination of this Agreement at the City of Mesa's sole discretion. The City of Mesa retains the right to inspect the papers of SFMD employees and the employees of any subcontractor who works under this Agreement, unless prohibited to do so by law, to ensure that SFMD and the subcontractor(s) are in compliance with the Immigration Warranty. The City of Mesa may, in its sole

discretion, conduct random verifications of the employment records of SFMD and any subcontractor to ensure compliance with the Immigration Warranty. SFMD will assist the City of Mesa in conducting any inspection or random verification. Neither SFMD nor any subcontractor will be deemed to have breached the Immigration Warranty if SFMD or the subcontractor establishes that it has complied with both the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act, and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

(5) A.R.S. § 35-392. Pursuant to A.R.S. § 35-392, SFMD agrees that it will not be in violation of Section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City of Mesa.

g. Compliance with Federal, State, and Local law. As a recipient of CMS funds, SFMD will comply with and stay fully informed of all federal, state, and local laws and regulations applicable to the Agreement and the services performed hereunder, including the specific laws enumerated in this Agreement and all Exhibits and Attachments hereto. SFMD will stay fully informed of existing and future laws and regulations that in any manner affect the fulfillment of this Agreement and will comply with the same at its own expense. Unless otherwise specifically set forth in this Agreement, SFMD bears full responsibility for training, safety, and providing necessary equipment to its employees to achieve compliance. Upon MFMD request, SFMD will demonstrate to us to MFMD's satisfaction any programs, procedures, and other activities used to ensure compliance.

(1) Drug-Free Workplace. The City of Mesa has adopted a policy establishing a drug-free workplace for the City and those doing business with the City to ensure the safety and health of all persons working on our contracts and projects. SFMD will require a drug-free workplace for all of its employees and subcontractors working under this Agreement. Specifically, SFMD will notify all of its employees working under this Agreement in writing that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. SFMD agrees to prohibit the use of intoxicating substances by all of its employees and will ensure that its employees do not use or possess illegal drugs while in the course of performing their duties.

(2) Immigration Control and Reform Act. SFMD will comply with the Immigration Reform and Control Act of 1986 (IRCA) in its performance under this Agreement and will permit the City of Mesa and its agents to inspect applicable personnel records to verify such compliance unless otherwise prohibited by law. SFMD will ensure and keep appropriate records to demonstrate that all individuals employed under the terms of this Agreement have a legal right to live and work in the United States.

(3) Nondiscrimination. To preserve human dignity and respect cultural diversity, SFMD will take all actions necessary to ensure that all applicants, employees, clients, and potential clients are treated fairly, courteously, and without bias. SFMD will comply with all applicable federal, state, and local laws related to nondiscrimination and equal employment opportunity in its work under this Agreement, including without limitation: Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).

h. Independent Entity. SFMD agrees that in performing its duties and under this Agreement, it is an independent entity and all persons employed by SFMD, either directly or indirectly, are SFMD employees and not employees of the City of Mesa. Accordingly, SMFD and its employees are not entitled to any benefits provided to City of Mesa employees, including but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City of Mesa employees. SFMD employees will not be regarded as City of Mesa employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any SFMD employees or subcontractors assert a claim for wages or other employment benefits against the City, SFMD will defend, indemnify and hold harmless the City of Mesa from all such claims.

i. Taxes. SFMD is responsible for payment of all applicable taxes arising out of its activities under this Agreement, including without limitation, federal and state income tax withholding, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem SFMD or its employees an employee of the City of Mesa, or should otherwise claim the City is liable for the payment of taxes that are SFMD's responsibility under this Agreement, SFMD will indemnify the City for any tax liability, interest, and penalties imposed upon the City. The City of Mesa is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate to SFMD upon request. The City of Mesa is not exempt from state and local sales and use taxes.

j. Relationship. This Agreement will not be construed as creating a joint venture, legal partnership, or any other cooperative or joint arrangement between SFMD and the City of Mesa/MFMD.

k. Authority. The parties represent and warrant to each other that they each have full power and authority to enter into and perform this Agreement in accordance with its terms and conditions, and that the individual executing this Agreement is authorized to do so. This Agreement constitutes a binding obligation of each party.

l. No Waiver. Any delay by MFMD or failure to exercise any right or option in this Agreement does not constitute a waiver of MFMD's rights under this Agreement in any way. MFMD's failure or delay to exercise a right does not release SFMD of any of the warranties or other obligations of the Agreement. No right of this Agreement can be waived unless done so in writing by the waiving party.

m. Successors and Assignment. SFMD will not assign or otherwise transfer, in whole or in part, this Agreement or any of its rights or duties under the Agreement without first obtaining MFMD's written consent. Any assignment or transfer of this Agreement by SFMD without MFMD's consent will be null and void. All attempts by SFMD to assign any part of this Agreement without MFMD's consent will give MFMD the right, at MFMD's option, to terminate the Agreement. No granting of consent to any assignment will relieve SFMD from any of SFMD's obligations and liabilities under this Agreement. The terms, covenants and conditions of this Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns.

n. Incorporation of Exhibits and Attachments by Reference. All Exhibits and Attachments to this Agreement are fully incorporated as though set forth in the body of this Agreement.

o. Notice. All notices to be given pursuant to this Agreement will be delivered to the addresses listed in this Section. Notice will be personally delivered, sent via certified or registered mail (postage prepaid), sent via overnight courier, or via fax.

Notices that SFMD sends to MFMD will be addressed to:

Tony Lo Giudice
City of Mesa Fire and Medical Department
13 West First Street
Mesa, AZ 85201

Notices that MFMD sends to SFMD will be addressed to:
(This individual is responsible for the programmatic activity at SFMD)

Receipt of any notice or communication under this Agreement means actual receipt, or two (2) business days after the notice or communication is deposited with the U.S. Post Office for delivery to the appropriate above listed address, whichever occurs first. Any amendment to the addresses listed in this Section must be done in writing and will take effect three (3) days after receipt by the appropriate party.

p. Subcontracting. SFMD may not subcontract any part of its performance under this Agreement without MFMD's express written permission. If SFMD receives authorization to subcontract, it is agreed that all subcontractors performing work under this Agreement will comply with its provisions. Further, all agreements between SFMD and its subcontractors will provide that the terms and conditions of this Agreement be incorporated therein.

q. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

r. Proprietary Indemnification. Without limiting the foregoing, SFMD will, without limitation, at its expense defend the City of Mesa against all claims asserted by any person that anything provided by SFMD infringes a patent, copyright, trade secret or other intellectual property right and will, without limitation, pay the costs, damages and attorneys' fees awarded against the City of Mesa in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment will be obtained against the City of Mesa's use or operation of the items provided by you hereunder or any part thereof by reason of any alleged infringement, SFMD will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City of Mesa the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund the City of Mesa an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City of Mesa may incur to acquire substitute supplies or services.

s. Force Majeure. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) days, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected will also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task.

t. Non-exclusivity. The City of Mesa/MFMD, in its sole discretion, reserves the right to request the services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

u. Management contingency. SFMD will notify MFMD of any significant program or staffing changes which could materially affect this Agreement or SFMD's performance hereunder.

v. Surviving provisions. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force

and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

w. Permits and Licenses. SFMD will procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business.

x. Continuation During Disputes. SFMD agrees that during any dispute between the parties, it will continue to perform its obligations under this Agreement until the dispute is settled, MFMD instructs SFMD to cease performance, SFMD is enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

y. Provisions Required By Law. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

z. Governing Law. Any dispute with respect to this Agreement and the rights and duties created by this Agreement will be governed by the laws of the State of Arizona and litigated in a court of competent jurisdiction in Maricopa County, Arizona. The parties agree that, if applicable, should a dispute created by this Agreement be governed by federal law, the issue will be litigated in a federal court of competent jurisdiction in Maricopa County, Arizona. The parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this Agreement.

aa. Headings and Definitions. All headings used in this Agreement are only for reference purposes and do not affect the interpretation of the Agreement. Defined terms in this Agreement are also applicable to the Exhibits and Attachments unless otherwise noted.

bb. Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one (1) agreement. A facsimile or other electronically delivered signature to this Agreement will be deemed an original and binding upon the party against whom enforcement is sought.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized officials of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Superstition Fire and Medical Department

Signature: _____

Superstition Fire and Medical Department
Board of Directors Chairperson

Attested:

By _____
Clerk of the Board of Directors

Recommended by:

By: _____
Harry Beck
Chief of Mesa Fire and Medical Department

City of Mesa
An Arizona Municipal Corporation

By: _____
John Pombier
Deputy City Manager

Approved as to form:

By: _____
Jacqueline Ganier
Assistant City Attorney

Attested:

By: _____
DeeAnn Mickelsen
City Clerk

EXHIBIT A

**Department of Health and Human Services
Centers for Medicare & Medicaid Services
Office of Acquisitions and Grants Management**

7500 Security Boulevard
Baltimore, MD 21244

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
Patient Protection and Affordable Care Act; Section 4108

1. DATE ISSUED MM/DD/YYYY 08/27/2014	2. CFDA NO. 93.610	3. ASSISTANCE TYPE Cooperative Agreement
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. 1C1CMS331318-01-00 Formerly	5. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 09/01/2014	Through 08/31/2017	
7. BUDGET PERIOD MM/DD/YYYY From 09/01/2014	Through 08/31/2015	

8. TITLE OF PROJECT (OR PROGRAM)
Community Care Response Initiative

9a. GRANTEE NAME AND ADDRESS
City of Mesa Fire and Medical Department
13 W 1st St
Mesa, AZ 85201-6613

9b. GRANTEE PROJECT DIRECTOR
Mr. Tony LoGiudice
13 W 1st St
Mesa, AZ 85201-6613
Phone: (480) 383-9477

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Mary Cameli
13 W 1st St
Mesa, AZ 85201-6613
Phone: (480) 644-2781

10b. FEDERAL PROJECT OFFICER
Mr. Russ Montgomery
7500 Security Blvd
Baltimore, MD 21244-1849
Phone: 555-555-5555

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	<input type="checkbox"/>
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	2,972,425.00
b. Fringe Benefits	1,075,237.00
c. Total Personnel Costs	4,047,662.00
d. Equipment	75,000.00
e. Supplies	10,000.00
f. Travel	0.00
g. Construction	0.00
h. Other	49,833.00
i. Contractual	260,500.00
j. TOTAL DIRECT COSTS →	4,442,995.00
k. INDIRECT COSTS	0.00
	4,442,995.00
l. TOTAL APPROVED BUDGET	
m. Federal Share	4,442,995.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	4,442,995.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	4,442,995.00
13. Total Federal Funds Awarded to Date for Project Period	4,442,995.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

<ul style="list-style-type: none"> a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;">b</div>
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16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: Federal Share and Conditions Attached - Yes 0.00 No

GRANTS MANAGEMENT OFFICER: **Mary Greene, Grants Management Officer**

17. OBJ CLASS	41.45	18a. VENDOR CODE	1866000252A1	18b. EIN	866000252	19. DUNS	020141404	20. CONG. DIST.	09
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	4-5991200	b.	1C1331318A	c.	1C1	d.	\$4,442,995.00	e.	75X0522
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/27/2014
GRANT NO. 1C1CMS331318-01-00	

REMARKS:

1. Please upload a note into Grant Solutions indicating receipt of this Notice of Award and acknowledgment of the Terms and Conditions.
2. As part of the program, CMS will facilitate collaboration between Awardees. Additionally, CMS occasionally receives requests for the name of the PI or PD of a project from sister agencies interested in learning more about a project directly from the PI or PD. Releasing this information requires your consent.
3. Please include the following statement in the Grant Note if you agree to the release of this information: "I agree to the voluntary use of my name on the HCIA Collaboration site and to the release of my name upon request to sister agencies in the federal government that may have a research interest in my work. I understand the use and release of my name is voluntary."
4. For assistance with this award in technical areas, please refer to the Box 10b of the Notice of Award - Federal Project Officer.

AWARD ATTACHMENTS

City of Mesa Fire and Medical Department

1C1CMS331318-01-00

1. HCIAII Year 1 Standard Terms and Conditions
2. HCIA II Program Terms and Conditions-FINAL-8 19 14

Centers for Medicare and Medicaid Services
Standard¹ Grant/Cooperative Agreement Terms and Conditions

1. Recipient. The Recipient is the Grantee designated in the Notice of Award.
2. The HHS Grants Policy Statement (HHS GPS). This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on the Recipient type and the purpose of this award. This includes any requirements in Part I and II (available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>) of the HHS GPS that apply to an award. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements directly apply to this award in addition to any coverage in the HHS GPS.
3. Uniform Administrative Requirements. Title 45 of the Code of Federal Regulations (CFR) provides uniform administrative requirements for all Department of Health and Human Services (DHHS) grants and cooperative agreements, in 45 CFR Parts 74 and 92. These regulations are based upon entity type and can be accessed via the links provided below.

45 CFR Part 74 - Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part74.pdf>

45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part92.pdf>

4. Cost Principles. This award is subject to the principles set forth below for determining costs of grants, contracts, and other agreements based upon entity type as set forth in the following cost principle documents which can be accessed via the links provided below and are specifically incorporated herein.
 - Institutions of Higher Education: 2 CFR Part 220 (Formerly OMB Circular A-21) <http://www.hhs.gov/asfr/ogapa/grantinformation/pootherresources.html>
 - State and Local Governments: 2 CFR Part 225 (Formerly OMB Circular A-87) <http://www.hhs.gov/asfr/ogapa/grantinformation/pootherresources.html>
 - Nonprofit Organizations: 2 CFR Part 230 (Formerly OMB Circular A-122) <http://www.hhs.gov/asfr/ogapa/grantinformation/pootherresources.html>

¹ Standard Terms and Conditions include all possible grants administrative requirements for CMS awards. All standard terms and conditions apply unless the requirement is not applicable based on the project awarded. Recipients should contact their assigned Grants Management Specialist if they have questions about whether an administrative term and condition applies.

- Hospitals: 45 CFR Part 74, Appendix E <http://www.gpo.gov/fdsys/pkg/CFR-2007-title45-vol1/pdf/CFR-2007-title45-vol1-part74-appE.pdf>
- For-Profit Organizations: FAR 31.2 [Contracts with Commercial Organizations] <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=80bc6470ba120ab181d9a93a600a420d&rgn=div5&view=text&node=48:1.0.1.5.30&idno=48>

5. Additional Cost Requirements. Recipients must comply with the following supporting documentation requirements:

- Equipment/Technology items – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the \$5,000 per unit threshold or an alternative lower limit set by recipient policy that may therefore be classified as supplies, must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). In addition, purchase of Technology items (both those classified as equipment (tangible nonexpendable personal property with an acquisition cost of \$5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than \$5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).
- Travel mileage expenses - All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses.
- Conference attendance - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. (see Attachment A for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. Audit Requirements. This award is subject to OMB Circular A-133 which provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining OMB Circular A-133 data and reporting packages) at 888-222-9907 or <http://harvester.census.gov/sac>.

*Commercial Organizations must comply with the specific audit requirements in 45 CFR 74.26(d).

7. **Programmatic and Financial Reporting.** Recipients must comply with the programmatic and financial reporting requirements outlined in the Program Terms and Conditions of award. Failure to submit programmatic and financial reports on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. Recipient's failure to timely submit such reports may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.
8. **Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award and described in the funding opportunity announcement and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.
9. **Public Reporting.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, all Recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that is financed by nongovernmental sources.
10. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR part 25, Appendix A which is specifically incorporated herein by reference. For the full text of 2 CFR part 25, refer to Attachment B to these Standard Terms and Conditions. To complete Central Contractor Registration requirements, Recipients must register or maintain registration in the System for Award Management (SAM) database. Please consult the SAM website (<https://www.sam.gov/portal/public/SAM/>) for more information.
11. **Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, refer to Attachment C to these Standard Terms and Conditions.
12. **Subaward Reporting and Executive Compensation.** This cooperative agreement is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110-252 and

implemented by 2 CFR Part 170. Recipients must report information for each first-tier subaward of \$25,000 or more in Federal funds and executive total compensation for the Recipient's and Subrecipients' five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov. For the full text of the award term, refer to Attachment D to these Standard Terms and Conditions. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward reports and executive compensation at divisionofgrantsmanagement@cms.hhs.gov.

13. **Employee Whistleblower Protections.** All Recipients must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. For the full text of the award term, re Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, refer to Attachment E to these Standard Terms and Conditions.
14. **Fraud, Waste, and Abuse.** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.
15. **Human Subjects Protection.** If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that an assurance approved by OHRP and certification of IRB review and approval have been obtained before human subjects research can be conducted at each collaborating site. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

HHS requires Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

16. **Project and Data Integrity.** Recipient shall protect the confidentiality of all project-related information that includes personally identifying information.

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project

Officer shall not direct the interpretation of the data used in preparing these documents or reports.

At any phase in the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The Recipient agrees that CMS shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

17. Use of Data and Work Products. At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principle Investigator/Project Director and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

All data provided by CMS will be used for the research described in this grant award only and in connection with the Recipient's performance of its obligations and rights under this program. Recipient has an obligation to collect and secure data for future monitoring by CMS. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project. All proprietary information and technology of the Recipient are and shall remain the sole property of the Recipient.

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number XX-XXX-XX-XXX from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS through its CMS PO.

During the project period and for six (6) months after completion of the project, the Recipient shall provide sixty (60) days prior notice to the CMS Project Officer of any formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator/Project Director determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

18. **Public Policy Requirements.** By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the grant with these requirements. See Exhibit 3, Public Policy Requirements, Section II-3-5, in the HHS Grants Policy Statement, which contains information to help the Recipient determine what public policy requirements and objectives apply to its activities.
19. **Programs Applying Familial Relationship Terminology as a Condition of Eligibility for Services or Otherwise Making Distinctions in Program Participation or Content Based on Such Relationships.** All Recipients are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, Recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member,” or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
20. **Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in “Green procurement” based on the HHS Affirmative Procurement Plan (<http://www.hhs.gov/oamp/policies/affirmativeprocurement.pdf>) and similar guidance from the Environmental Protection Agency (EPA) and the President’s Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and ElectronicProduct Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products
21. **Funding Opportunity Announcement.** All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.
22. **Withdrawal.** If the Recipient decides to withdraw from this grant agreement program prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-

out costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds

23. Termination. CMS may terminate this grant agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. Recipient may terminate this award as set forth in 45 CFR 74.61(a)(3) or 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.
24. Bankruptcy. In the event the Recipient or one of its sub-Recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS PO. This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made
25. Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Management Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases

The Recipient shall provide the CMS PO with the NPI, Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Sub-Recipients. This list shall be provided to CMS within thirty (30) days from the start of the award and must be maintained up-to-date in real time throughout the award

26. Sub-Recipient Equal Treatment. The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

27. **Recipient's Responsibility for Sub-Recipients.** The Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Sub-Recipient under the cooperative agreement. The Recipient is responsible for the performance and progress of each site of service or Sub-Recipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA.
28. **Reservation of Rights.** Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.
29. **Acceptance of Application & Terms of Agreement.** Initial drawdown of funds by the Recipient constitutes acceptance of this award.
30. **FY 2014 Appropriations Provision.** Department of Health and Human Services (HHS) Recipients must comply with all terms and conditions outlined in their grant awards, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
31. **Consolidated Appropriations Act, 2014.** As stated in the above term and condition, this award is subject to the Consolidated Appropriations Act, 2014. The following information specifically references major policy provisions in the Act impacting the HHS Grants Community which are new or have changed since the prior appropriations act. The information cited below will remain in effect until further modified, superseded, or rescinded.
32. **Division H, Title II, Section 203—Cap on Salaries**

FY2014 Enacted Language: Sec. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs. The current Executive Level II salary rate is \$181,500.

Division H, Title V, Section 528—Pornography

Sec. 528(a) None of the funds made available in this Act may be used to maintain or establish

a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Sec. 528(b) Nothing in this subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities

Centers for Medicare and Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment A

HHS Policy on Promoting Efficient Spending for Conferences and Meetings

It is the Department of Health and Human Services' (HHS) policy that conferences and meetings funded through grants and cooperative agreements: are consistent with legal requirements and HHS' missions, objectives, and policies; represent an efficient and effective use of taxpayer funds; and are able to withstand public scrutiny. A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel."

Any conferences, with or without travel, that you believe are necessary to accomplish the purposes of this grant must have prior CMS approval. These requests must be priced separately in the budget and include the following information:

- (1) A description of its purpose;
- (2) The number of participants attending;
- (3) A detailed statement of the costs to the grant, including—
 - (A) The cost of any food or beverages;
 - (B) The cost of any audio-visual services for a conference;
 - (C) The cost of attendee travel to and from a conference (e.g. employee, subrecipient, consultant); and
 - (D) A discussion of the methodology used to determine which costs relate to a conference.

In addition, funds under this grant may not be used for the purpose of defraying the costs of a conference that is not directly and programmatically related to the purpose for which the grant is awarded (such as a conference held in connection with planning, training, assessment, review, or other routine purposes related to a project funded by the grant).

Centers for Medicare and Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment B

Award Term - Appendix A to Part 25

I. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at <https://www.sam.gov/portal/public/SAM/>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
- a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

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Attachment C

Award Term – Trafficking in Persons

- a. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.
- c. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Centers for Medicare and Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment D

Award Term - Federal Financial Accountability and Transparency Act (FFATA)
Subaward and Executive Compensation Reporting Requirement

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received –

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report executive total compensation described in paragraph b.i. of this award term:

- i. As part of your registration profile at <http://www.sam.gov/portal/public/SAM/>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received –

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

Centers for Medicare and Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment E

Pilot Program for Enhancement of Whistleblower Protections

Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term “contract,” “contractor,” “subcontract,” or “subcontractor” for the purpose of this term and condition, should be read as “grant,” “grantee,” “subgrant,” or “subgrantee”):

3.908 Pilot program for enhancement of contractor employee whistleblower protections

3.908-1 Scope of section.

- (a) This section implements 41 U.S.C. 4712.
- (b) This section does not apply to—
 - (1) DOD, NASA, and the Coast Guard; or
 - (2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
 - (i) Relates to an activity of an element of the intelligence community; or
 - (ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions

As used in this section –

Abuse of authority means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency. Inspector General means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy

1. Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or

safety, or a violation of a law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

2. Entities to whom disclosure may be made.

- (a) A Member of Congress or a representative of a committee of Congress.
- (b) An Inspector General.
- (c) The Government Accountability Office.
- (d) A Federal employee responsible for contract oversight or management at the relevant agency.
- (e) An authorized official of the Department of Justice or other law enforcement agency.
- (f) A court or grand jury.
- (g) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. An employee who initiates or provides evidence of a contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the simplified acquisition threshold.

Contract clause:

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

EFFECTIVE DATE: all grants and contracts issued on or after July 1, 2013 through January 1, 2017

CENTER FOR MEDICARE AND MEDICAID INNOVATION
HEALTH CARE INNOVATION AWARDS ROUND TWO
PROGRAM TERMS AND CONDITIONS

CENTER FOR MEDICARE AND MEDICAID INNOVATION
HEALTH CARE INNOVATION AWARDS ROUND TWO
PROGRAM TERMS AND CONDITIONS

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HEALTH CARE INNOVATION AWARDS ROUND TWO
COOPERATIVE AGREEMENT
PROGRAM TERMS AND CONDITIONS

INTRODUCTION

The recipient and any sub-recipient must, in addition to the assurances and certifications made as part of the award, comply with these Program Terms and Conditions, as well as the Standard Terms and Conditions, and any other contractual and legal requirements, during the cooperative agreement period.

Any term in this document that fails to conform with current law (statute and/or regulation) shall be disregarded until such time as the undersigned negotiate a bilateral amendment(s) to the document to bring the agreement into compliance with such laws. All provisions not in direct conflict with such law shall remain in full effect pending such amendment. To ensure that applicants and recipients are aware of such changes, recipients should monitor the Federal Register for changes to the Code of Federal Regulations (Titles 45 and 42).

The following program terms and conditions apply to recipients of funding under round two of the Health Care Innovation Awards.

DEFINITIONS

The following terms are defined as follows for purposes of these Program Terms and Conditions:

- Days mean calendar days.
- Start Date means the project period start date specified in the Notice of Award (NOA).
- Project quarter means each quarterly period, the first of which begins on the start date.
- Key personnel means those considered essential to the work being performed under this award as named in the Notice of Award.
- Application means the application submitted by the recipient in response to the Funding Opportunity Announcement (FOA) for the Health Care Innovation Awards Round Two, (CMS-1C1-14-001), including any amendments thereto approved in writing by CMS.

GENERAL AGREEMENT TERMS

Statutory Authority

This award is issued under the authority of Section 1115A of the Social Security Act (as added by Section 3021 of the Patient Protection and Affordable Care Act (P.L. 111-148), hereinafter

referred to as the Affordable Care Act). By receiving funds under this award, the recipient assures that it will carry out the project as authorized and will comply with all terms and conditions and other requirements of this award.

Role of CMS in a Cooperative Agreement

Under this cooperative agreement, CMS will support and stimulate the recipient's project in a partner role, but CMS will not assume direction, primary responsibility, or a dominant role in the project. Consistent with this concept, the dominant role and primary responsibility for the project as a whole resides with the recipient, although specific tasks and activities in carrying out the project will be shared between the recipient and CMS.

CMS anticipates having substantial involvement in the Health Care Innovation Award Round Two cooperative agreements. This involvement will include monitoring, measuring, and evaluating recipient impact on quality of care and health status; impact on costs; and operational performance.

Transmittal of Notice of Award (NOA)

The signed NOA is transmitted electronically via GrantSolutions to the Authorized Organizational Representative and the Principal Investigator/Project Director (PI/PD) as specified in the application. All attachments and information transmitted with the NOA are incorporated into the NOA by reference, including the Standard and Program Terms and Conditions. The recipient shall comply with all requirements, restrictions, and terms in the NOA, including without limitation these terms and conditions.

FUNDING REQUIREMENTS

The NOA is for a project period of three years, with funding determined by CMS prior to the start of each budget period of the award. Award of these funds offers no guarantee, explicit or implied, that in a subsequent year Federal funds will be made available for the project. Even if funds are made available, CMS reserves the right to reduce those funds based on determining whether the recipient has achieved reasonable progress to date or for any other reason, including without limitation any determination under section 1115A(b)(3)(B) of the Social Security Act.

In order for the recipient to be considered for funds in a subsequent year, CMS must determine that the recipient complied with the Standard and Program Terms and Conditions and made reasonable progress in the most recent year that funds were awarded. Reasonable progress includes but is not limited to achieving milestones, cooperating and collaborating with CMS and

its contractors, and complying with all duties, including implementation of the operational plan as approved by CMS.

The anticipated period of performance for the three-year model period is September 1, 2014 to August 31, 2017. The period of performance will be comprised of 3 budget periods of 12 months each.

Use of Funds

Each award made is for a unique cooperative agreement project, and funds can be used only for the stipulated project for which funding was awarded. The following are examples for which cooperative agreement funds may not be used (please reference 45 CFR 74.27 and 92.22 for additional guidance):

- To cover the costs to provide goods or services to individuals that are reimbursable under federal, state, and/or any other insurance programs.
- To match any other Federal funds.
- To provide goods, services, equipment, or supports that are the legal responsibility of another party under Federal or State law (for example, vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To provide infrastructure for which Federal Medicaid or CHIP matching funds are available such as for certain information systems projects.
- To supplant existing State, local, or private funding of infrastructure or services such as staff salaries.
- To be used for data processing software or hardware in excess of the software and personal computers required for staff devoted to the cooperative agreement.
- To engage in lobbying activities of any kind (including but not limited to, the costs for lobbying activities to influence the introduction, enactment or modification of legislation by the U.S. Congress or a State legislature).
- To provide beneficiary inducements conditioned on patient referrals and/or that do not meet the quality and care improvement goals of the project described in the operational plan.

CMS reserves the right to modify any award in scope and funds if CMS determines that it overlaps in scope or geographic area with another HCIA Round Two Award, or as otherwise specified in these terms and conditions. CMS further reserves the right to modify the program terms and conditions set forth in this document upon 30 days prior written notice to the recipient.

MONITORING OF AWARD, DATA REQUIREMENTS, AND EVALUATION

Monitoring of Award

All relevant project requirements outlined in the FOA apply to this award and are incorporated into these Program Terms and Conditions by reference. The recipient must agree to cooperate with any federal evaluation of the model. CMS plans to collect data elements to be part of monitoring for all of the HCIA Round Two models. All recipients will be required to cooperate in providing the necessary data elements to CMS or a CMS contractor. Data for monitoring will include, but may not be limited to, implementation progress, financial payment information, organizational characteristics, patient safety, and quality and cost performance measures.

Data Requirements

CMSRequestforRecipientData

Recipient data requests must conform to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191. The recipient should refer to the HIPAA Privacy Rule and the HIPAA Security Rule and additional information at <http://www.hhs.gov/ocr/hipaa>. The recipient is expected to collect, secure, and provide data necessary for the monitoring, evaluation, and learning diffusion of the project and cost effectiveness of the cooperative agreement. Data must be collected, used, and shared in ways that ensure individuals' privacy rights and must be protected from unauthorized use, disclosure, disruption, modification or destruction.

The recipient is expected to frame its projects in such a manner as to be able to provide CMS and/or its contractors with the person-level and aggregate data necessary to such monitoring, evaluation, and learning diffusion, including, but not limited to the following: information on contacts/communications with beneficiaries, the intensity and types of interventions delivered to beneficiaries, the specific items, services, incentives, and any other benefits provided to beneficiaries, staffing information, changes in risk factors from year to year, quality, utilization, costs and information on the costs of operating the cooperative agreement. The recipient shall be prepared to provide person-level, identifiable data to CMS and/or its contractors, upon CMS request. In addition, the recipient must frame its project in a manner that allows it to provide person-level identifiers that allow the evaluator to identify the individuals receiving services under the award that can be used to link to other data files with similar identifiers (e.g., Medicare IDs, Social Security Number).

Such planning may include securing written agreements and/or legal relationships with partnering entities, (for example, payers, institutional providers, states, etc.) that would provide the grantee access to such patient-level identifiable data, and permission/authority to share such data with CMS and/or its contractors for purposes of its monitoring, evaluation, and learning diffusion. In other instances, the recipient may decide to seek patient authorization to ensure

timely and comprehensive provision to CMS and/or CMS contractors either directly from participating sites and partnering entity(ies) or through the recipient.

If the recipient decides to structure its data sharing strategy on HIPAA-compliant patient authorizations, it should work with its counsel to ensure adequate permission/authority for such data (including patient-identifiable data) to flow to CMS and/or its contractors for purposes of its monitoring and evaluation of the recipient's HCIA Round Two project/program. To the extent that the recipient and the recipient's counsel determine that a patient authorization is required, the authorization/consent forms will likely need to state that identifiable data will be shared with CMS and/or its contractors in order to meet the recipient's obligations under this agreement.

CMS and/or its contractors will only ask for the minimum identifiable data necessary to carry out these statutory tasks. CMS may suspend or terminate funding if recipient fails to provide the requested data to either CMS or its contractors. The recipient is responsible for ensuring the availability of unique identifiers that can be used to longitudinally link individual's records regardless of where they receive health care services and the payer source. This includes but is not limited to linking Medicaid, Medicare, and/or CHIP data about an individual served by the project. The recipient is responsible for providing CMS and/or its contractors these data in Excel or another mutually agreeable format and layout by data fields.

Recipient must provide all source data, if requested by CMS and/or its contractors, such that CMS and/or its contractors can independently verify and reconstruct the files that the recipient sends to CMS and/or its contractors. Recipient must comply with an Independent Verification and Validation (IV&V) by CMS of the data and related processes that result in information and reports needed by CMS and its contractors for this award. The recipient will not receive additional reimbursement for providing data or other reasonable information to CMS or another government entity or contractor.

RecipientRequestforCMSData

Recipient data requests are initiated with the CMS PO through GrantSolutions notes. If the recipients seeks CMS' individually identifiable data about beneficiaries, the recipient must identify the desired data, and note whether the recipient is a HIPAA covered entity and/or a HIPAA business associate, or neither. If they are a HIPAA covered entity/business associate, the requestor must identify the disclosure basis under which they are requesting protected health information (PHI) data (e.g., care coordination/quality work under the "health care operations" definition of the HIPAA Privacy Rule, or "research" under that same rule), and assert that they are requesting the minimum data necessary to carry out that work. If they are not a HIPAA covered entity/business associate, they must identify the disclosure basis under which they are requesting PHI, assert minimum necessary, and explain how they came to conclude that the requested data is the minimum necessary.

Research data requests will be processed by the CMS/Research Data Assistance Center. Information and the steps required for research requests can be located at <http://www.resdac.org>. The Research Data Assistance Center will help recipients prepare research data requests. Requests that fall under health care operations will be processed by CMS staff. The recipient will be expected to establish the “minimum necessary” use and disclosure in accordance with the HIPAA statute and regulations.

Upon the approval of recipient’s request for CMS data, the CMS PO will provide the recipient with a CMS Data Use Agreement (DUA) which will become part of the official file of the awardee. Even if the request is approved in whole or in part, CMS cannot guarantee that it will deliver any data to any recipient or in a timely manner. Furthermore, depending on the data source and the asserted disclosure basis, there may be a fee for CMS data. The recipient is required to implement its cooperative agreement regardless of whether it receives CMS data and do so in a timely manner that meets the milestones and goals of the cooperative agreement.

At any phase of the project, including the project’s conclusion, the recipient, if so requested by the CMS PO, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the recipient and the CMS PO. The negotiated format(s) could include both file(s) that would be limited to CMS’s internal use and file(s) that CMS could make available to the general public.

All data provided by CMS must be used and disclosed in a manner that complies with applicable CMS policies, including the terms of the CMS Data Use Agreement (DUA), and applicable laws, such as the HIPAA statute and regulations. The recipient will return or destroy any data provided by CMS by the conclusion of the three-year cooperative agreement.

Evaluation

The recipient is required to cooperate with Federal oversight and research efforts and with CMS’ and the CMS contractors’ efforts to conduct an independent, Federally funded evaluation of the project, which may include, without limitation, participation in surveys, interviews, site visits, information on the costs of operating the cooperative agreement and other data collection and provision activities, including person-level and aggregate data, and other requirements that CMS or another Federal agency determines necessary to conduct a comprehensive evaluation.

The recipient should refer to 45 CFR part 160 and Subparts A and E of Part 164 to ensure the appropriate use and disclosure of Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the implementing regulations (the HIPAA Privacy and Security Rules). The recipient may want to consider whether authorizations

would help to ensure their ability to make the required data disclosures to CMS and its contractors, however, in accordance with the HIPAA Privacy Rule, care generally cannot be conditioned on the receipt of authorizations other than in the “research” context.

This cooperation requires the recipient to allow Federal oversight and research agencies, CMS, and its contractors access to the facilities and systems for these purposes. The recipient will not interfere with this right to access. Recipient will be responsible for monitoring and reporting to CMS and its contractors on the progress and impact of its model. In addition to the recipient’s self-monitoring, CMS contractors will conduct an independent evaluation.

PUBLICATIONS AND ACKNOWLEDGEMENT OF SPONSORS

It is the policy of the Department of Health and Human Services that the results and accomplishments of the activities it funds should be made available to the public. The recipient is expected to make the results and accomplishments of their activities available to the research community and to the public at large.

In the course of this award, whenever the recipient determines that a significant new finding has been developed, the recipient will communicate it to the CMS PO before dissemination to the general public. The recipient shall notify CMS of such work that will be published regardless of format, including social media. Such communications are subject to a 30-day CMS review and comment period prior to dissemination.

All presentations shall be provided to the Centers for Medicare & Medicaid Services for a 14-day prior review and comment period and shall always include a blanket disclaimer statement displayed prominently on the cover and back of presentations and publications (see below). This would govern formal presentations of scientific findings, which are different from more informal information shared by the PIs as part of class presentations and conversations with community leaders, and other less formal discussions/communications.

If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it shall notify the Policy and Programs Office at the Center for Medicare and Medicaid Innovation (CMMI) in advance to allow for coordination. All press releases or announcements about agency programs, projects, and contract awards shall be cleared in advance by the Policy and Programs Office at CMMI and the CMS Project Officer.

Acknowledgment and Disclaimer

The recipient must appropriately acknowledge Federal support in publications, announcements, news programs, and other media. Publications, journal articles, and presentations produced under

an HHS grant-supported activity must bear an acknowledgment and disclaimer, as appropriate, prominently displayed on the cover and back page of any such publication or presentation.

The recipient must provide CMS a 30-day review and comment period prior to submission of publications and journal articles.

For each publication that results from HHS grant-supported activities, the recipient must include an acknowledgment of grant support using one of the following statements:

“This publication was made possible by Grant Number _____ from the Department of Health and Human Services, Centers for Medicare & Medicaid Services.”

“The project described was supported by Grant Number _____ from the Department of Health and Human Services, Centers for Medicare & Medicaid Services.”

The recipient also must include a disclaimer stating the following

“The contents of this publication are solely the responsibility of the authors and do not necessarily represent the official views of the U.S. Department of Health and Human Services or any of its agencies.” The disclaimer must be displayed prominently on the cover and back of presentations and publications.

45 CFR part 74.36 and part 92.34 apply to these awards.

If the recipient plans to issue any communication concerning the outcome of HHS grant-supported activities, it must notify CMMI through its CMS PO and Grants Management Specialist (through GrantsSolutions) in advance to allow for coordination. One copy of each publication, regardless of format, resulting from work performed under an HHS cooperative agreement-supported project must accompany the annual or final progress report submitted to CMS to the Grants Management Specialist and the Project Officer through GrantSolutions. . Such publications are subject to a 30-day CMS review and comment period prior to dissemination.

Rights to New Technology or Software

45 CFR part 74.36 and part 92.34 apply to these awards. As long as the recipient complies with the provisions of the Bayh-Dole Act of 1980 (P.L. 96-517), as amended by the Technology Transfer Commercialization Act of 2000 (P.L. 106-404), and implementing regulations at 37 CFR part 401, it has the right to retain title to any invention conceived or first actually reduced to practice using cooperative agreement funds.

The principal objectives of these laws and the implementing regulations are to promote commercialization of federally funded inventions, while ensuring that inventions are used in a manner that promotes free competition and enterprise without unduly encumbering future research and discovery. The regulation requires the recipient to develop and commercialize the technology or use patent and licensing processes to transfer cooperative agreement-supported technology to industry for development. Alternatively, unpatented research products or resources may be made available through licensing to vendors or other investigators. Sharing of copyrightable outcomes of research may be in the form of journal articles or other publications.

As part of this award, the recipient is expected to participate in a variety of shared-learning and dissemination activities since a major goal of the cooperative agreements is to enable innovations that gain acceptance to be adopted by members of the health care community, consistent with existing law. To support this goal, any cooperative agreement that uses open source software or other types of open source technology, CMS expects to retain a license that allows for its broad distribution. The recipient and all users must comply with the terms and expectations of open source licensing stated at: <http://www.opensource.org/licenses/index>. The recipient must provide the software to CMS in a manner that complies with open source licensing.

Technical Assistance/Implementation

The recipient is required to cooperate with CMS and CMS contractors during the design, implementation, and monitoring of this project. Such cooperation may include adhering to randomization procedures, project-related training, assisting with the development of materials to be used in the project including review and testing, coordinating onsite technical assistance visits, or other activities to support the recipient's capacity to fully realize its project.

The recipient will cooperate with these contractors and other recipients to foster project-to-project knowledge transfer of non-proprietary information and to meaningfully participate in technical assistance/implementation conference calls. The recipient will allow CMS and its contractors access to the facilities and systems for these purposes. The recipient will not interfere with this right to access.

LEARNING AND DIFFUSION EFFORTS

The recipient will be required to participate in CMS-sponsored learning activities that may be virtual and/or in-person. The recipient may be required to provide data on learning activities as part of on-going reporting or as part of the evaluation. These learning events at a minimum may include but are not limited to the following examples:

- Meetings

- Conference calls
- Technical assistance sessions
- Site visits (in-person and/or virtual)
- Webinars
- Podcasts
- Topic specific learning collaboratives
- Training

CMS may identify additional recipient learning events as appropriate for identifying lessons learned and best practices. In addition the recipient will be required to participate in opportunities to share their experiences with one another, with participants in other CMS initiatives, and other CMS stakeholders both through in-person, on-line and/or virtual venues.

To support the broad range of anticipated innovators for this initiative, CMS will create learning networks based on the HCIA topics of interest, evaluation contractor groups or other similar factors. The learning networks will be action-oriented with a focus on identifying lessons learned, best practices, testing and monitoring changes over time, the results of which can be shared broadly with program participants.

CMS will use a number of approaches to enhance the learning experiences for recipients. The learning events and activities will be designed as opportunities for assisting recipients to capture their experiences, track their progress, and rapidly adopt new ways of achieving improvement in payment, health care delivery and service delivery models. Therefore, CMS will require all recipients to register on the CMS/CMMI Collaboration Site and/or other CMMI Learning Platform and to participate in and shape these shared learning network activities.

COMPLIANCE WITH LAWS

Recipient shall comply, and shall require all subrecipients to comply, with all applicable Federal and State laws and regulations.

None of the provisions of this cooperative agreement limits or restricts any authority of the HHS Office of Inspector General to audit, evaluate, investigate or inspect the recipient, subrecipients, or partnering entities. CMS's acceptance or approval of the recipient's operational plan shall not preclude CMS or any other government authority from enforcing any and all applicable laws, regulations, and guidance. Such acceptance or approval does not relieve the recipient and subrecipients of the obligation to comply with the terms and conditions of this Cooperative Agreement and all applicable laws, regulations and guidance.

Consistent with the standard set forth at section 1115A(d)(1) of the Social Security Act, the Secretary may consider issuing waivers of certain fraud and abuse provisions in sections 1128A, 1128B, and 1877 of the SSA. Waivers are not being issued in this document; waivers, if any, would be set forth in separately issued documentation. Thus, notwithstanding any other provision of these terms and conditions or the NOA, the FOA, or the recipient's application or operational plan, recipient shall comply with all applicable laws and regulations, except as explicitly provided in any such separately documented waiver issued pursuant to section 1115A(d)(1) specifically for the HCIA Round Two model. Any such waiver would apply solely to the HCIA Round Two model and could differ in scope or design from waivers granted for other programs or models.

Required Travel

The recipient must participate in all meetings, even if doing so would require travel.

REPORTING REQUIREMENTS

The recipient shall assume responsibility for the accuracy and completeness of the information contained in all communications, including technical documents, reports, and data submitted for this project. The CMS PO shall not direct the interpretation of the data used in preparing any communications, documents, reports, other deliverables, or written materials.

Telephone Contact

The recipient will participate in telephone calls as needed with the CMS PO and Grants Management Specialist. The recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS.

Financial Reports—Standard Form 425 (SF 425)

Quarterly FFR. Recipient must report on a quarterly basis cash transaction data via the Payment Management System (PMS) (lines 10a-10c). The FFR, containing cash transaction data, is due within 30 calendar days after the end of each quarter. The quarterly reporting due dates are as follows: 4/30, 7/30, 10/30, 1/30. A Quick Reference Guide for completing the FFR in PMS is at: www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx.

Semi-Annual and Final FFRs. In addition to submitting the quarterly FFR to PMS, Recipients must also provide semi-annual FFRs and a final FFR which includes their expenditures and any program income generated. For the semi-annual and final FFRs (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the

following link <https://www.grantsolutions.gov>. The semi-annual FFR must be submitted within 30 days of the applicable six-month period. The final FFR must be submitted within 90 calendar days of the project period end date.

Program Progress Reports/Quarterly Reports

The recipient must cooperate with any Federal evaluation of the model and provide required reports in a form prescribed by CMS. Failure to do so may result in either suspension or termination of funding.

CMS Program Progress Reports (PPR) are due quarterly to the CMS Grants Management Specialist and the CMS PO. These reports are due 30 days from the end of each Project Quarter and must include the reporting elements referenced in 45 CFR 74.51 as applicable.

Quarterly Reports shall include an updated, detailed description by month of projected participant enrollments.

Annual Progress Report

The fourth PPR each year will serve as the Annual Progress Report and will provide a summary of activities occurring during the cooperative agreement year, including a detailed discussion of the project's savings as compared to its costs, lessons learned to date, any additional benefits and/or risks from the project, and comparing actual results to targeted results (as described in the Application). CMS reserves the right to require the recipient to provide additional details and clarifications on the content of the reports. In addition, the recipient will be required to report their actual performance on cost and quality outcomes and operational performance; CMS will regularly monitor the results.

Final Report

The recipient will include the following in the Final Report: a complete discussion of project activities, analysis of the effectiveness/success of the project, and description of project activities that will be continued after the cooperative agreement activities have ceased. CMS reserves the right to require the recipient to provide additional details and clarifications on the content and format of the reports. The Final Report is due within 90 days after the project period end date as noted in the Notice of Award.

Management Tool

CMS reserves the right to require the recipient to use a management tool for tracking milestone information. CMS will provide the recipient with such tool and related instructions.

Communications

CMS will communicate with recipients primarily by email and telephone and GrantSolutions notes. Emails will be sent to the Authorized Organizational Representative (AOR), who is expected to disseminate the information to all appropriate parties to ensure timely and effective communications. The AOR is responsible for having a communications management plan for internal and external communications with all appropriate parties in GrantSolutions related to this award such that they maintain timely and effective communications throughout the life of the cooperative agreement.

The flow of information from CMS to the AOR is deemed communication with all appropriate parties to the award. The AOR must provide and maintain an accurate email address and telephone number at all times in GrantSolutions. Further, if CMS establishes a listserv or other means of providing electronic communication, the recipient must subscribe to and use that system(s).

SECURITY, NOTICES, AND TRACKING REQUIREMENTS

Privacy and Security of Health Information

The recipient must put all appropriate administrative, technical, and physical safeguards in place before the project period start date to protect the privacy and security of protected health information in accordance with 45 CFR § 164.530(c). The recipient must meet the security standards, requirements, and implementation specifications as set forth in 45 CFR part 164, subpart C, the HIPAA Security Rule.

Notice Posted

The recipient agrees to notify the target population of the project, through signage, notices and/or other mechanisms, such as electronic/digital media, that are acceptable to the CMS PO, of the recipient's participation in the cooperative agreement. Notices must describe the goals and objectives of the funded project. The notice must state that the project(s) tested may not restrict the freedom of choice of providers/services for Medicare, Medicaid and/or CHIP patients in fee-for-service (FFS) plans.

Affirmative Duty to Track and Screen All Parties to the Award

Pursuant to 2 C.F.R. Parts 180 and 376, recipient shall not enter into a covered transaction with another person or entity that has been excluded, debarred, suspended, or otherwise ineligible to participate in a federal health care program or in any federal procurement or nonprocurement programs (an "Ineligible Person"). An Ineligible Person may not participate in the HCIA Round Two model.

Recipient must regularly confirm that all current and prospective parties to the award (including, but not limited to, a recipient or subrecipient) are not Ineligible Persons. Recipient shall confirm the eligibility status of all parties to the award using both the GSA database that is currently known as the System for Award Management (SAM), available at <https://www.sam.gov>, and the HHS Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE), available at https://oig.hhs.gov/exclusions/exclusions_list.asp.

If recipient discovers that any subrecipient, subcontractor, or other party to the award is an Ineligible Person, recipient shall report the fact immediately to the CMS Grants Management Specialist and CMS PO.

The SAM database maintained by GSA is the official government-wide system of records of debarments, suspensions and other exclusionary actions. The purpose of SAM is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and certain types of federal financial and nonfinancial assistance and benefits.

The LEIE maintained by OIG is a list of individuals and entities currently excluded from participation in Medicare, Medicaid, or any Federal health care program. No payment will be provided for any items or services furnished, ordered, or prescribed by an excluded individual or entity. OIG has the authority to impose exclusions for a number of reasons, including but not limited to: patient abuse or neglect; felony convictions for other health care-related fraud, theft, or other financial misconduct; felony convictions relating to unlawful manufacture, distribution, prescription, or dispensing of controlled substances; certain misdemeanor fraud convictions; certain license revocations and suspensions; and engaging in unlawful kickback arrangements.

Anyone who arranges or contracts, by employment or otherwise, with an individual or entity on the LEIE for the provision of services that may be payable by Federal health care programs may be subject to civil monetary penalties (CMP). The LEIE is publicly available and applies to all Federal health care programs, including Medicare and Medicaid.

TERMINATION

Termination for Cause

If a recipient has failed to materially comply with the terms and conditions of this award, whether stated in a Federal statute or regulation, the Standard or Program Terms and Conditions of the award, or the Notice of Award, CMS may temporarily withhold payments pending corrective action by the recipient, disallow all or part of the cost of the activity or action that is not in compliance with the terms and conditions of the award, suspend the cooperative agreement pending corrective action, or terminate the cooperative agreement. The regulatory

procedures that pertain to suspension and termination are specified in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43. Recipient shall be deemed to have failed to materially comply with the terms and conditions of this award if cooperative agreement funds are used in a manner that does not comply with the “Use of Funds” section of these Program Terms and Conditions.

The recipient must notify the enrolled beneficiaries before the planned day of termination at a time and in a manner designated by CMS. In the event of termination for cause, the Government shall not be liable to the recipient for any amount for supplies or services not accepted, and the recipient shall be liable to the Government for any and all rights and remedies provided by law. CMS will promptly notify the recipient in writing of such termination and the reasons for it, together with the effective date. The Government shall not make any payments beyond the month of the effective date of the termination. In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking other action as set forth in 45 CFR 74.61 and 74.62 and 45 CFR 92.43.

Suspension and Correction Actions

Before terminating or suspending funding, CMS allows recipients an opportunity to take appropriate corrective action unless there are actions which endanger the public health and welfare and/or Federal funds. If there is a documented pattern of non-cooperation with CMS and/or its contractors, including non-availability to CMS staff, failure to submit required reports and/or unwillingness or inability to provide performance data, person-level identifiable data, or self-monitoring results, CMS may terminate the cooperative agreement.

The recipient is responsible for notifying the CMS Grants Management Specialist and the Project Officer of any significant problems relating to the administrative, financial, and programmatic aspects of the award during the cooperative period. The recipient must notify CMS of any risks to performance of the award as soon as those risks are identified.

Termination for Failure of Project

Recipient acknowledges that CMS may terminate this award in accordance with section 1115A(b)(3)(B).

OTHER REQUIREMENTS

Indirect Costs

Indirect costs will be capped at 20 percent or the recipient’s official negotiated indirect cost rate. The recipient may elect to waive their negotiated indirect cost.

Appeals

The recipient acknowledges that section 1115A(d)(2) of the Social Security Act precludes administrative and judicial review of certain matters pertaining to projects tested under section

1115A, including the selection of organizations, sites, or participants to test projects and the elements, parameters, scope and duration of projects for testing.

508 Compliance

The recipient must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508 (a) (1) requires that when the Federal government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to federal employees and individuals of the public without disabilities.

EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS*

SFMD must obtain and retain throughout the Term of the Agreement, at a minimum, the following insurance (see Insurance Section of the Agreement for more information):

- a. Worker's compensation insurance in accordance with the provisions of Arizona law.
- b. Commercial general liability in amounts not less than \$3 million per occurrence/\$5 million aggregate for bodily injury, personal injury, advertising injury, and products and completed operations with broad form contractual and property damage coverage.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence/\$2 million aggregate including owned, hired and non-owned autos.

*The insurance requirements set forth herein may be satisfied through self-insurance.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between SFMD (“Business Associate”) and the City of Mesa (“Covered Entity”) and is hereby made a part of that Intergovernmental Agreement Relating to Community Paramedical Services between the parties dated as of September 1, 2014.

WHEREAS, Business Associate and Covered Entity desire and are committed to complying with all relevant federal and state laws with respect to the confidentiality and security of Protected Health Information (PHI), including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996, and accompanying regulations, as amended from time to time (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and any regulations promulgated thereunder.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and intending to establish a business associate relationship under 45 CFR §§ 160 and 164, the parties hereby agree as follows:

I. Definitions

- A. “Breach” shall be defined as set out in 45 CFR §164.402.
- B. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Superstition Fire and Medical District.
- C. “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- D. “Compliance Date(s)” shall mean the date(s) established by the Secretary or the United States Congress as the effective compliance date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.
- E. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the City of Mesa.
- F. “Data Aggregation” shall be defined as set out in 45 CFR § 164.501.

- G. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501 and shall include a group of records that is: (i) the enrollment, payment, Claims adjudication and case or medical management record systems maintained by or for Covered Entity by Business Associate or (2) used, in whole or in part, by or for Covered Entity to make decisions about Individuals.
- H. “Electronic Protected Health Information” (EPHI) shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate in a business associate capacity (and not as a pharmacy or other health care provider).
- I. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR 164.501.
- J. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- K. “HITECH Standards” shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, as such law may be amended from time to time, and any regulations promulgated thereunder, as of their applicable Compliance Dates.
- L. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- M. “Minimum Necessary” means the standard set forth in 45 CFR § 164.502(b) and 45 CFR § 164.514(d).
- N. “Notice of Privacy Practices” means the notice required under 45 CFR 164.520 that covered entities are required to develop and distribute providing a clear explanation of and individual’s privacy rights and the covered entity’s privacy practices.
- O. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
- P. “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in 45 CFR §160.103, and shall include EPHI where appropriate, limited to the information received from or created on behalf of Covered Entity by Business Associate in a business associate capacity (and not as a pharmacy or other health care provider).
- Q. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

- R. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- S. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
- T. “Subcontractor” shall mean a person or entity to which a business associate delegates a function, activity or service in a capacity other than as a member of the workforce of such business associate.
- U. “Unsecured PHI” shall have the same meaning as “unsecured protected health information” in 45 CFR §164.402.
- V. “Use” means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH Standards.

II. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this BAA or as Required by Law. Business Associate will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure in accordance with and subject to the exceptions in 45 CFR 164.502(b).
- B. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by this BAA. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- C. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BAA promptly after Business Associate has actual knowledge of such use or disclosure, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of such Breach without unreasonable delay, and in no event later than 60 calendar days after such discovery. The notification will include the identification of each individual whose Unsecured PHI has

been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known to Business Associate.

- D. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable HIPAA regulations.
- E. In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to include in its agreement with any agent or subcontractor to whom it provides PHI on behalf of the Covered Entity conditions with respect to such information that are at least as restrictive as those that apply through this BAA to Business Associate. Business Associate agrees to ensure that any agents, including sub-agents, to whom it provides EPHI received from, or created or received by Business Associate on behalf of the Covered Entity, agree in writing to implement the same reasonable and appropriate safeguards that apply to Business Associate to protect the Covered Entity's EPHI.
- F. Business Associate agrees to make available to Covered Entity PHI in a designated record, within a reasonable time after Covered Entity's written request, as necessary to satisfy Covered Entity's obligations to respond to a request for access to PHI as provided under 45 CFR §164.524 or to respond to a request to amend PHI as required under 45 CFR §164.526. Business Associate shall refer to Covered Entity all such written requests that Business Associate may receive from Individuals. Business Associate shall not give any individual access to PHI unless approved in writing by Covered Entity. If Covered Entity requests Business Associate to amend PHI in Business Associate's possession in order to comply with 45 CFR §164.526, Business Associate shall effectuate such amendments no later than the date they are required to be made by 45 CFR §164.526; provided that if Business Associate receives such a request from Covered Entity less than ten (10) business days prior to such date, Business Associate will effectuate such amendments as soon as is reasonably practicable. Business Associate shall not amend any PHI at the request of any individual unless directed to by the Covered Entity.
- G. Business Associate agrees to provide to Covered Entity within a reasonable time such information necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures as provided under 45 CFR §164.528. Business Associate shall refer to Covered Entity all such written requests which Business Associate may receive from Individuals.
- H. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations(s).

- I. Upon reasonable notice, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services, or an officer or employee of that Department to whom relevant authority has been delegated, at Covered Entity's expense in a reasonable time and manner.
- J. Notwithstanding any other provision in this BAA, Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate will comply with the HITECH Business Associate provisions and with the obligations of a Business Associate as prescribed by HIPAA and the HITECH Act commencing on the Compliance Date of each such provision. Business Associate and the Covered Entity further agree that the provisions of HIPAA and the HITECH Act that apply to Business Associates and that are required to be incorporated by reference in a Business Associate Agreement are incorporated into this BAA between Business Associate and Covered Entity as if set forth in this BAA in their entirety and are effective as of the Compliance Date.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this BAA, Business Associate may:

- A. Use or disclose PHI to perform services for or on behalf of the Covered Entity as described in the Services Agreement between the parties to which this BAA is made an exhibit, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Covered Entity.
- B. Use or disclose PHI as required by law.
- C. Business Associate agrees to make any uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
 1. Use PHI for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate.
 2. Disclose PHI for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that such disclosure is either Required by Law or Business Associate obtains reasonable assurances from any person to whom PHI is disclosed that such

person will: (i) keep such information confidential, (ii) use or further disclose such information only for the purpose for which it was disclosed to such person or as Required by Law, and (iii) notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Use or disclose PHI to provide data aggregation services relating to the health care operations of the Covered Entity, as provided in 45 CFR §164.501.
-
- E. Business Associate may create de-identified data, provided that the Business Associate de-identifies the information in accordance with the Privacy Rule. De-identified information does not constitute PHI and is not subject to the terms and conditions of this BAA.
 - F. Business Associate may use or disclose PHI to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c).
 - G. Business Associate may use PHI to create a limited data set in accordance with 45 CFR §164.514, which limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA.
 - H. Business Associate may use or disclose PHI as authorized in writing by Covered Entity.
 - I. Except as permitted in this BAA, Business Associate is prohibited from using or disclosing any PHI received from Covered Entity for any commercial purposes of Business Associate, including, for example, “data mining.”

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any facts or circumstances that affect Business Associate’s use or disclosure of PHI. Such facts and circumstances include, but are not limited to: (i) any limitation or change in Covered Entity’s notice of privacy practices, (ii) any changes in, or withdrawal of, an authorization provided to Covered Entity by an Individual pursuant to 45 CFR §164.508; and (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- B. Covered Entity warrants that it will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or is not otherwise

authorized or permitted under this BAA (i.e. for data aggregation, management and administration, and legal responsibilities of BAA).

- C. Covered Entity acknowledges and agrees that the Privacy Rules allow the Covered Entity to permit Business Associate to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan Sponsor has amended its Plan documents to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a Business Associate, any PHI to the Plan Sponsor. Covered Entity hereby warrants and represents that Plan documents have been so amended and that the Plan has received such certification from the Plan Sponsor.
- D. Covered Entity agrees that it will have entered into Business Associate Agreements with any third parties to whom Covered Entity directs and authorizes Business Associate to disclose PHI.
- E. Covered Entity acknowledges that it remains responsible for obtaining any consent, authorization or permission that may be required for Business Associate to provide its services and that it shall not agree to any restrictions or make any changes to its Notice of Privacy Practices that would limit the uses and disclosures of PHI otherwise permitted herein except as mutually agreed by the parties in a written amendment to this BAA.

V. Effective Date; Termination

- A. The effective date of this BAA shall be the date the Services Agreement is signed by both parties (or the Compliance Date, if later).
- B. This BAA shall terminate on the date the Services Agreement terminates.
- C. Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity, in its sole discretion, may: 1) elect to immediately terminate this BAA (and any related contracts that require this BAA to be in effect, which may be terminated for Covered Entity's or the City's convenience and not for breach) without penalty to Covered Entity on any such contract or agreement, or 2) notify Business Associate of such breach or violation and allow Business Associate thirty (30) days to cure the breach or end the violation. In the event Business Associate does not cure the breach or end the violation, Covered Entity shall have the right to immediately terminate this BAA

and any underlying services agreement if feasible, or if termination is not feasible, Covered Entity shall report the breach or violation to the Secretary.

- D. Upon Business Associate's knowledge of a material breach or violation of this BAA by Covered Entity, Business Associate shall notify Covered Entity of such breach or violation and Covered Entity shall have thirty (30) days to cure the breach or end the violation. In the event Covered Entity does not cure the breach or end the violation, Business Associate shall have the right to immediately terminate this BAA and any underlying services agreement if feasible, or if termination is not feasible, Business Associate shall report the breach or violation to the Secretary.
- E. Upon termination of this BAA, Business Associate will return to Covered Entity, or if return is not feasible, destroy, any and all PHI that it created or received on behalf of Covered Entity and retain no copies thereof. If the return or destruction of the PHI is determined by Business Associate not to be feasible, Business Associate shall continue to protect such PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. If return or destruction of the PHI is feasible but Business Associate is required by law to retain such information or copies thereof, Business Associate will continue to protect and maintain the PHI for the period of time required under applicable law after which time Business Associate shall return or destroy the PHI.
- F. Business Associate's obligations under this BAA under this Section V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate or is required by law to be maintained by Business Associate.

VI. Other Provisions

- A. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the Privacy and Security Rules and the HITECH Standards. Covered Entity or Business Associate may provide written notice to the other party to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires changes to this Business Associate Agreement. Such written notice shall include any additional amendment required by any such final regulation and the parties shall work in good faith to reach agreement on an amendment to this BAA that complies with the final regulations. If the parties are unable to reach agreement regarding an amendment within thirty (30) days of the date that a party receives any written notice provided for in this Section VI.A from the other party, either party may terminate this BAA upon ninety (90) days written notice to the other party. Any amendment to the BAA shall be effective only upon execution of a written agreement between the parties.

- B. Except as it relates to the use, security and disclosure of PHI, this BAA is not intended to change the terms and conditions of, or the rights and obligations of the parties under any other services agreement between them.
- C. Each party agrees to defend, indemnify and hold harmless the other party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, fines, government investigations, proceedings, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this BAA; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this BAA.
- D. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- E. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with the Privacy and Security Rules and the HITECH Standards.
- F. This BAA replaces and supersedes in its (their) entirety any prior Business Associate Agreement(s) between the parties.

IN WITNESS WHEREOF, that parties hereto have caused this Amendment to be executed by their respective duly authorized officers or agents as of the date first above written.

City of Mesa
(Covered Entity)

(Superstition Fire and Medical District)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

c) Disposition of surplus property.

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

This item comes before the governing board for the approval to designate certain district equipment as surplus property and allow the district to dispose of said equipment through the process allowed by the *Disposition of Surplus Property Policy* that was approved by the board in July of 2014. All usefulness of the listed equipment has been exhausted and any equipment worthy to be repurposed to other needs has been removed for use. The value of this proposed surplus equipment is minimal and does not include any inventoried capital assets.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends designation of the listed equipment as surplus property and further supports the disposal of said property through Arizona state surplus.

Enclosure(s):

Comprehensive list of equipment and materials proposed to be designated as surplus property.

HP Laserjet Printer Model 1320 o SN: CNHC61J0DB	Compaq Presario laptop o SN: CND4510X0L
HP model 1240 fax o SN: CN54FG14SH	Dell XPS laptop o SN: HTRXGB1
HP officejet V40 Printer/copier/fax o SN: MY15HB202W	Kensington 60702 Laptop expansion dock Keyboard 12 each
HP Laserjet 1300 Printer o SN: CNBJF89116	Computer Monitor 12 each Box of misc. cables 2 each
Brother HL-2070N Printer o SN: U61230K7J167808	Belkin F6C800UNVPL o SN: 21106800640WD
Visioneer One Touch 7300USB Scanner o SN: 64957146C001799	APC BK350 battery backup o SN: BV0331012075
Dell Monitor o SN: CN-OP0151-64180-479-31BK	Belkin F6C550-AVR battery backup o SN: 20106A36703WH
HP Deskjet D1430 Printer o SN: CN75H2N0SH	APC XS 1200 battery backup o SN: JBO611024250
Brother Intellifax 4100E o SN: U61639H1J300926	Alpha EBP417-48N battery backup o SN: 190430
HP Laserjet 1012 Printer o SN: CFNB962816	Alpha EBP417-48N battery backup o SN: 190953
HP Laserjet 1012 printer o SN: CNFL032598	Alpha Nexsys 900 battery backup o SN: 190701
HP Fax 1240 fax o SN: CN46ACK4H5	IBM M1X Server o SN: KP-KRLK7
HP Officejet 4500 wireless o SN: CN1AJK23K9	Mac G5 computer o SN: G8549ALJR6W
HP Laserjet 1022 printer o SN: VNB3N43653	Transource computer o SN: TS87782
HP Laserjet 1300 printer o SN: CNCB774669	Acer Acerpower FH computer o SN: PSP370600463706BAC2700
HP Laserjet 5 printer o SN: USHB014815	Acer Acerpower FH computer o SN: PSP370600463706BC72700
HP Laserjet 1600 printer o SN: CBNC67F001	Dell Optiplex 380 computer o SN: FLGRNL1
HP Laserjet 4000 printer o SN: USEA016976	Dell Optiplex 380 computer o SN: FN4VNL1
InFocus LP755 projector o SN: 3WW95300362	Acer AcerPower FH computer o SN: PSP370600463706BB52700
Lenovo ThinkCentre computer o SN: MJ08584	HP XW4600 Workstation computer o SN: 2UA8080HD2
HP Compaq dx2400 computer o SN: 2UA950QV8	HP XW4600 Workstation computer o SN: 2UA8080HCN
Dell Optiplex 380 computer o SN: H2F8SL1	Panasonic Toughbook CF30 o SN: 71KSA72487
HP Compaq dx2400 computer o SN: 2UA9350QTN	Panasonic Toughbook CF30 o SN: 9CKYA36044

Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72488	o SN: 2HKSBO9094
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72506	o SN: 2HKSBO8891
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 9CKYA36125	o SN: 2EKYB05044
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 9CKYA35884	o SN: 2KHSBO9051
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72453	o SN: 2HKSBO9477
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72507	o SN: 2HKSBO9032
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72505	o SN: 2HKSBO9458
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72474	o SN: 2EKYB05952
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 9CKYA36046	o SN: 2HKSBO8555
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72504	o SN: 2EKYB04962
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 9CKYA36121	o SN: 2EKYB03895
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72503	o SN: 2HKSBO8969
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72509	o SN: 2HKSBO8886
Panasonic Toughbook CF30	Panasonic Toughbook CF28
o SN: 71KSA72508	o SN: 2DKSB01221
Panasonic Toughbook CF30	Fellowes Workstation Plus document holder
o SN: 71KSA72476	o SN: N/A
Panasonic Toughbook CF30	IBM Selectric 3 typewriter
o SN: 71KSA72502	o SN: 4775060
Toshiba Satellite 1695CDT laptop	IBM Selectric 2 typewriter
o SN: 6015559CU	o SN: N/A
HP Pavillion N3250 laptop	Elmo HP L355 projector
o SN: TWO1516260	o SN: 902426
Sony Vaio PCG-7G2L laptop	3M 9100 projector
o SN: C3LLT6V1	o SN: 994230
Sony Vaio PCG-GRS700B laptop	Kodak Ektagraphic 3 carousel projector
o SN: 3000028	o SN: A-80150
Panasonic Toughbook CF29	Kodak Ektagraphic AF2 carousel projector
o SN: 4EKSA38261	o SN: 3573893
Panasonic Toughbook CF28	Kodak Ektagraphic 3E Plus carousel projector
o SN: 2HKSBO8924	o SN: A-648935
Panasonic Toughbook CF28	Royal alpha 9170 cash register
o SN: 2HKSBO8142	o SN: 53521908

Research PortaPrinter & Plus MP 40 portable printer	2) Desk Calculators/1-Sharp/1-Canon
o SN: MP40D/B-20066	
Marquette Corporation 32-126 battery charger	
o SN: 241461	
Marquette Corporation 32-140 battery charger	
o SN: 14234	
RCA Proedit CC412 VHS camcorder	
o SN: 326330423	
2 - Schwab 5000 filing cabinet	
o SN: N/A	
Filing cabinet (Tan)	
o SN: N/A	
IKEA shelving unit	
o SN: N/A	
5 Televisions	
4 - Chairs - 2 swivel office, 2 regular	
3 - File Cabinets - 1 drawer/1 3 drawer/1 2 drawer	
1 -Metal Book Shelf	
1 - HP 1020 Printer	
1 - Toshiba TV/VCR	
1 - Desk	

d) Nationwide Deferred Compensation 457 – Addendum

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

At the April 8, 2014 Board meeting, the board approved the transition to Nationwide Retirement Solutions to become the District's Deferred Compensation 457 Fund provider.

One benefit associated with the district's 457 Deferred Compensation plan ("457 Plan") is the ability of employees to borrow against their accounts for the purchase of a principal residence. The 457 Plan with Security Benefit also provided this benefit, and several of the district's employees have taken advantage of the benefit.

The principal residence loans established through Security Benefit had a 30-year payback period, whereas the 457 Plan with Nationwide current only allows a 15-year payback period for these types of loans.

To ensure that the district's employees who currently have, or who want to take out a 457 Plan principal residence loan in the future, staff is recommending the Governing Board approve the Second Amendment to the Deferred Administration Plan between SFMD and Nationwide Retirement Solutions which authorizes a maximum principal residence loan payback period of 30 years.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Approval of the second amendment to the deferred compensation administration plan with Nationwide Retirement Solutions.

Enclosure(s):

Second amendment to the Deferred Compensation Plan Administration Agreement between SFMD and Nationwide Retirement Solutions.

Superstition Fire & Medical District

457(b) DEFERRED COMPENSATION PLAN

2nd AMENDMENT TO THE PARTICIPANT LOAN ADMINISTRATIVE PROCEDURES

This second Amendment to the Participant Loan Administrative Procedures (“ First Loan Procedures Amendment”) is effective the ___ day of _____, 2014, by and between Nationwide Retirement Solutions, Inc., a Delaware Corporation (hereinafter “Nationwide”), an affiliate and subsidiary of Nationwide Financial Services, Inc. and Superstition Fire & Medical District, the Plan Sponsor (hereinafter “Plan Sponsor”).

WHEREAS, Nationwide and Plan Sponsor previously entered into the Participant Loan Administrative Procedures (“Loan Procedures”) on the 7th day of July, 2014, whereby Nationwide and Plan Sponsor agreed on certain administrative procedures that shall govern participant loans offered in the Plan Sponsor’s 457 (b) Plan.

WHEREAS, Nationwide and Plan Sponsor desire to enter into this first Loan Procedures Amendment to amend certain administrative procedures.

NOW THEREFORE, Nationwide and Plan Sponsor hereby amend the Loan Procedures effective the ___ day of _____, 201___, and agree to the following terms:

4. **Loan Repayment/Minimum and Maximum Loan Term.**

This Section 4 is hereby amended as follows:

Repayment of any loan made to a participant shall be made in a manner and pursuant to the terms set forth in the loan agreement. Loans must be repaid through electronic debiting from a bank account. The participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing payments prior to the commencement of a loan. The minimum loan term over which a loan may be repaid is one (1) year. The maximum term over which a loan may be repaid is five (5) years (thirty (30) years if the Sponsor permits loans for the purchase of the participant's principal residence) (See Section 17 below for more information about principal residence loans).

17. **Loans for the Purchase of a Principal Residence.**

This Section 17 is hereby amended as follows:

All loans issued by the Plan will be general loans to be repaid in no more than five (5) years unless the Sponsor affirmatively elects to offer loans for the purchase of the participant’s principal residence, which may be repaid in no more than thirty (30) years. Such loans shall be solely secured by the participant’s vested account balance as set forth in Section 10 above. All administrative procedures set forth herein shall apply to such loans.

Will the Sponsor permit loans for the purchase of the Participant's principal residence?
Indicate below:

Yes No

Acceptance of Amendment to Procedures. The Sponsor acknowledges the following: (i) that the Sponsor has decided to offer loans under the Plan and is instructing NRS to administer loans under the Plan; (ii) that it previously executed Participant Loan Administrative Procedures; and (iii) that has now amendment those Participant Loan Administrative Procedures through this First Amendment to the Participant Loan Administrative Procedures.

Plan Sponsor Name ("Sponsor"):__ Superstition Fire and Medical District AZ – IAFF _____

Street Address: _____

City, State, Zip Code: _____

Plan Name ("Plan"): _____

Plan Number: _____ 005133001 _____

Plan Sponsor Signature: _____

Title: _____

Date of Signature: _____

Email Address: _____

e) Purchase of two emergency generators.

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

Superstition Fire and Medical District is requesting purchase of two new generators for fire stations 261 and 263. This equipment is used in case of a power interruption. It is important that the crews are able to open bay doors, have lights, use their computer systems, and emergency equipment. Most importantly the Emergency Notification System must be powered to operate at all times, requiring back up.

The two generators currently at fire stations 261 and 263 are over twenty years old and have required maintenance during the past few years. Replacing these items is in compliance with the replacement schedule for our district.

Funding for this is a planned budgeted Capital Expenditure.

Financial Impact/Budget Line Item:

\$71,248.50 / Line Item: 200-70-83540-25

Staff Recommendation:

Staff recommends approval of the purchase of two emergency generators from Fancis Electric. Fancis Electirc is the lowest quote and is a vendor the district has worked with before.

Enclosure:

Signed Procurement Form

3 Written Bids

- Francis Electric
- AJP Electric
- Titan Power

PURCHASE/PROCUREMENT TYPES:

PO# _____

TYPE	LIMITS	REQUIREMENTS	APPROVALS
• SMALL PURCHASES	\$ 0.00 - \$1,000.00	Form Not Required	Department Head
• LARGE PURCHASES	\$1,000.01 - \$1,999.99	FORM - 3 Verbal Quotes	Dept Head - Fire Chief
• LARGE PURCHASES	\$2,000.00 - \$4,999.99	FORM - 3 Written Bids (Attached)	Dept Head - Fire Chief
• COMPETITIVE BIDS	\$5,000.00 - \$9,999.99	3 Written Bids FORM Not Required	Dept Head - Fire Chief - Governing Board
• SEALED BIDS	\$10,000 or More	3 Sealed Bids FORM Not Required	Dept Head - Fire Chief - Governing Board

Vendor Name: FRANCIS ELECTRIC Vendor Phone #: 480-612-7749

Vendor Address: PO Box 4874, APACHE JUNCTION, AZ 85178

Quote Description: REPLACE EXISTING GENERATORS at STATIONS 261 + 263

[] Verbal Quote \$ _____ [X] See Attached Written Quote \$ 71248.50

Vendor Name: AJP ELECTRIC, INC Vendor Phone #: 602-944-5477

Vendor Address: 11250 N. CAVE CREEK, PHOENIX, AZ 85205

Quote Description: REPLACE EXISTING GENERATORS at STATIONS 261 + 263

[] Verbal Quote \$ _____ [X] See Attached Written Quote \$ 78095.00

Vendor Name: TITAN POWER Vendor Phone #: 480-968-3191

Vendor Address: 7031 W. OAKLAND STREET, CHANDLER, AZ 85226

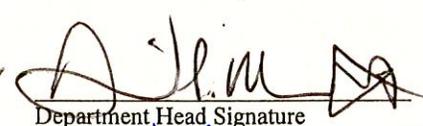
Quote Description: REPLACE EXISTING GENERATORS at STATIONS 261 + 263

[] Verbal Quote \$ _____ [X] See Attached Written Quote \$ 84503.70

COMPETITION (QUOTES/BIDS) ARE WAIVED FOR THE FOLLOWING CONDITIONS: (Check One)

- STATE CONTRACT AGENCY (State Contract # Must Be On PO)
- INTER-GOVERNMENTAL AGREEMENTS (Government Agency Must Be Identified on PO)
- SOLE SOURCE PROCUREMENT (Attach Supporting Documentation)
- EMERGENCY ACTION (Explanation Sent to Governing Board Within 72 Hours Attached)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION/COMPATIBILITY REQUIREMENTS FOR EQUIPMENT
- DONATION IS SUPPLY SOURCE
- PERSONAL OR PARTICULAR SERVICES REQUIRED
- PRODUCT/SERVICE REQUIREMENTS FOR ONGOING TASKS
- TRAVELING EXPENSES WITH GOVERNMENTAL RATE (Standard Rate Must Be Specified on PO)
- PRODUCT/SERVICE/AGENCY FOR EDUCATION, TRAINING, EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK
- EQUIPMENT ALREADY INSTALLED, CONNECTED AND IN SERVICE AND IT IS DETERMINED ADVANTAGEOUS TO PURCHASE SAME
- ITEMS ARE SUBJECT TO RAPID PRICE FLUCTUATION OR IMMEDIATE ACCEPTANCE (Attach Supporting Documentation)
- EVIDENCE OF RESALE PRICE MAINTENANCE, LAWFUL OR UNLAWFUL, OR COLLUSION ON THE PART OF COMPANIES THAT THWART NORMAL COMPETITIVE BIDDING PROCEDURES
- PURCHASE IS BEING MADE AND A PRICE IS AVAILABLE FROM A PREVIOUS CONTRACT

APPROVAL:

Date: 10/28/2014 
Department Head Signature

Date: _____
Fire Chief Signature

10/28/2014 Roger Wood, Finance Manager

FOR FURTHER INFORMATION SEE TABLE A FOR PURCHASE ORDER PROCESS

SEE OTHER SIDE FOR OTHER PROCUREMENT/PURCHASES

Francis Electric

Francis Electric
 P.O. BOX 4874
 APACHE JUNCTION, AZ 85178

(480)612-7749xMobile
 chrisfranciselectric@gmail.com

Proposal

Date	Proposal No.
10/22/2014	201473
	Exp. Date

Address
Superstition Fire and Medical District 565 N. Idaho Road Apache Junction, AZ 85120

Activity	Quantity	Rate	Amount
• Firehouse #263 Replace existing generator, ats and remote annunciator			0.00
• We will remove existing generator and replace with 30 KW Cummins powered diesel generator (120/208 volt 3 phase) w/ attached 24 hr fuel resevier on existing pad. Emergency panel to be shut down during change out of generator , automatic transfer switch and remote annunciator. Emergency panel will be temporarily energized on line power when possible to limit outage times. Down time to be limited to one day. Estimate includes: 30 KW 120/208 volt stand by generator, ATS (125 amp rated) , remote annunciator, battery and charger. Estiamate excludes: Permit fees, utility fees, professional fees, diesel fuel, patch back and paint of finish surfaces with new equipment installed, feed replacement or upgrade from generator to ATS if applciable at additional cost.			32,100.00T
** ALL WORK WILL BE PERFORMED IN A SUBSTANTIAL WORKMANLIKE MANNER ACCORDING TO, OR EXCEEDING, STANDARD PRACTICES.**			
			SubTotal
			\$32,100.00
			Tax (6.5%)
			\$2,086.50
			Total
			\$34,186.50

THANK YOU FOR YOUR CONFIDENCE IN FRANCIS ELECTRIC.

Accepted By

Accepted Date

Francis Electric

Francis Electric
 P.O. BOX 4874
 APACHE JUNCTION, AZ 85178

(480)612-7749xMobile
 chrisfranciselectric@gmail.com

Proposal

Date	Proposal No.
10/22/2014	201474
Exp. Date	

Address
Superstition Fire and Medical District 565 N. Idaho Road Apache Junction, AZ 85120

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> • Firehouse #261 • Replace existing generator, ats and remote annunciator • We will remove and relocate existing generator as reconnect temporarily while existing concrete pad is removed and replaced. • Once cured we will install new 30 KW 120/240 volt 1 phase Cummins diesel powered generator w/ attached 24 hr fuel resevier on new pad. • Temporary generator will be removed and new generator, auto transfer switch and remote annunciator will be installed. • Shut down of emergency panel will be required on two separate days. Emergency panel will be temporarily energized on line power when possible to limit outage times. <p>Estimate includes: 30 KW 120/240 Volt stand by generator, ATS (125 amp rated), remote annunciator, battery and charger.</p> <p>Estimate excludes: Permit fees, utility fees, professional fees, diesel fuel, patch back and paint of finish surfaces with new equipment installed, feed replacement or upgrade from generator to ATS if applicable at additional cost.</p>			0.00
			34,800.00T
<p>** ALL WORK WILL BE PERFORMED IN A SUBSTANTIAL WORKMANLIKE MANNER ACCORDING TO, OR EXCEEDING, STANDARD PRACTICES.**</p> <p>THANK YOU FOR YOUR CONFIDENCE IN FRANCIS ELECTRIC.</p>			<p>SubTotal \$34,800.00</p> <p>Tax (6.5%) \$2,262.00</p> <p>Total \$37,062.00</p>

Accepted By

Accepted Date

AJP ELECTRIC, INC.
11250 NORTH CAVE CREEK PHOENIX, ARIZONA 85020
PHONE (602) 944-5477 FAX (602) 944-5784
L-11 ELECTRICAL LICENSE # 101196

PROJECT: Apache Junction Fire Station Generator Replacement - REVISED

DATE 09/09/14
TO: Apache Junction Fire Department
ATTN: Vaughn Croshaw

This bid is submitted in anticipation of a fair and equitable subcontract equal to a standard AIA Contract which is no more demanding than the contract between you and the owner, and is prepared in strict adherence to plans and specifications as published by the owner's representative. We propose to furnish all labor and material complete, per applicable sections of the plans and specifications and addenda, except as may be modified by notes on this page.

BASIS OF QUOTE: Site Walk in 2012 – **Cost has been revised from original 2012 Proposal**

Scope: We are to replace existing generator/ATS at two different Apache Junction Fire Stations.

Station #3

- We remove existing generator from its existing pad at Station #3 and replace new generator on same pad. This work will be done during a 1/2 day period. No temporary of generator is included.
- We will remove existing ATS and install the new ATS and remote annunciator during the same time period.

Station #1

- We will remove existing generator and propane tank from the existing pad.
- Generator will be temporarily connected to power source.
- Concrete pad will then be demoed and a new full size concrete pad will be poured.
- After cure time – the new generator will be set in place, the old generator will be disconnected from temporary and new generator will be connected.
- Existing ATS will also be removed at this time and new ATS/remote annunciator will be installed.

INCLUDES:

2 – 30KW 60Hz Cummins Engine/Generator – 120/240 1 phase 3 wire
2 – 150a Automatic transfer Switch
2 – Battery Chargers 15 amp, 12 volt
2 – Genset Battery
2 – Remote Annunciator

EXCLUDES:

- Diesel Fuel – Owner has informed us that they will supply all diesel fuel.
- Permits & Bond.
- Utility Fees, Allowances and contribution costs.
- Back-charges without 48 hour corrective notice.
- All painting and patching
- Schedule acceleration or compression caused by others.

AJP ELECTRIC, INC.

11250 NORTH CAVE CREEK PHOENIX, ARIZONA 85020
PHONE (602) 944-5477 FAX (602) 944-5784
L-11 ELECTRICAL LICENSE # 101196

Total Proposal	\$73,825.00
Tax	\$ 4,270.00
Total Cost	\$78,095.00

Breakout Cost

Station #3 – \$33,345.00 + \$1,929.00 Tax = \$35,274.00

Station #1 – \$40,480.00 + \$2,341.00 Tax = \$42,821.00

New Total \$78,095.00

WORK COVERED UNDER THIS PROPOSAL IS ELECTRICAL ONLY. ALL WORK NORMALLY PERFORMED BY OTHER TRADES, UNDER DIFFERENT LICENSES, IS EXCLUDED, EVEN IF INCLUDED IN THE ELECTRICAL SPECS.

*** We may withdraw this proposal if not accepted within Sixty (60) days. ***

*** AJP ELECTRIC, INC. IS BONDABLE ***

Thank you for the opportunity to bid this work. If you have questions or concerns do not hesitate to call.

David Henry

Dave Henry, Estimator
AJP Electric

TITAN POWER

DATA CENTER • DESIGN • BUILD • MAINTAIN

Contracting Proposal

Proposal Number: 8750

Corporate Office

7031 W. Oakland St. | Chandler, Arizona 85226
 (800) 509-6170 | Office: (480) 968-3191 | Fax: (480) 968-3111
www.titanpower.com | info@titanpower.com

Owner Address	Project Location
Contact: Vaughn Croshaw	
Apache Junction Fire Department	Apache Junction Fire Department
565 North Idaho Road	1455 E 18th Ave
Apache Junction, AZ 85119	Apache Junction, AZ 85119

L/I	Qty	Description	Unit Price	Extended Price
1	2.00	Cummins Diesel Genset: 60Hz-30kW US-Stat U.S. EPA, Stationary Emergency Application 30DGHCA Genset-Diesel,60Hz,30kW-Standby Rating A331-2 Duty Rating-Standby Power L090-2 Listing-UL 2200 L149-2 EmissionsCertification,EPA,Nonroad,Tier4,CFR1039 R104-2 Voltage-120/240,1 Phase,3 Wire B268-2 Alternator-60Hz,12 Ld.Broad Rng,Full 1Ph Outp,105C H643-2 SET CONTROL-PCC 2100 0300-5929-02 Annunciator - (RS485) B184-2 Exciter/Regulator-Pmg, 3 Phase Sensor A356-2 Engine Governor-Mechanical, 5% Droop H536-2 Display Language-English H606-2 Meters-AC Output,Analog KA08-2 Alarm-Audible, Engine Shutdown H679-2 Control Mounting-Front Facing KM65-2 Circuit Breaker Mtg-Single Brkr,Left of Control KB19-2 Circuit Breaker-150A,2pole,240V,Thermo-Magnetic,UI F179-2 Skidbase-Housing Ready A422-2 Engine Starter - 12 VDC Motor 0300-5878-01 Batt Chgr-Stand Alone-15A-(12V)/12A(24V)-120V-240V Battery Lead acid batteries A333-2 Battery Charging Alternator-Normal Output E125-2 Engine Cooling-High Ambient Air Temperature H389-2 Shutdown-Low Coolant Level E089-2 Extension-Engine Coolant Drain H669-2 Engine Coolant-50% Antifreeze, 50% Water Mixture H036-2 Coolant Heater-120 Volt Ac, Single Phase D041-2 Engine Air Cleaner-Normal Duty L028-2 Genset warranty- Base, Standby 2 years / 400 hours, Prime Power 1 year / unlimited hours, Continuous Power 1 year / unlimited hours F065-2 Rack-Battery H268-2 Extension-Oil Drain F182-2 Enclosure-Steel,Weather Protective,with ExhSys C274-2 Fuel Tank- Dual Wall, Sub Base, 48Hr Min Capacity L163-2 Listing, ULC-S601-07 C157-2 Switch-Low Fuel Level, Subbase C169-2 Switch-Annunciator, Liquid In Rupture Basin Startup Startup and testing Deliver to jobsite	\$22,294.12	\$44,588.24
2	2.00	ASCO 150A Automatic Transfer Switch Series 300 Transfer Switches Catalog Number : D00300030150C1XC,11BG,14AA,14BA Service Voltage / Hz : 208V/60Hz Optional Accessories : 11BG,14AA/14BA, Activate Inphase Monitor Feature. Product Description : Open Transition Series 300 No. of Switched Poles : 3 Neutral Configuration : Solid [A] Withstand Rating: 200,000 (With Current Limiting Fuses), 22,000 (Specific Breaker)	\$2,188.24	\$4,376.48

		No. of Cables & Lug size : 1, #14 to 4/0 AWG Enclosure : 1(C)-Nema 1 enclosure Service : Three Phase, 4-wire		
3	1.00	Electrical Installation for Station 1 - Demo electrical to existing Generator and ATS - Install temporary feed to existing Generator Output Panel - Install new ATS and wire - After new Generator is set, install wire - Disconnect temporary feed and cut over new Generator	\$11,329.41	\$11,329.41
4	1.00	Electrical Installation for Station 3 - Demo electrical to existing Generator and ATS - Install temporary feed to existing Generator Output Panel - Install new ATS and wire - After new Generator is set, install wire - Disconnect temporary feed and cut over new Generator	\$9,741.18	\$9,741.18
5	1.00	Rigging	\$3,530.00	\$3,530.00
6	1.00	Cement Work - Demolish existing pads and haul off debris - Pour two (2) 40" x 83" x "" this slabs, reinforced with #5 rebar	\$3,550.00	\$3,550.00
7	1.00	Project Management All Titan Power travel, expenses, incidentals, overhead, administration and labor associated in managing the project in a timely and efficient manner.	\$2,500.00	\$2,500.00
*By signing customer block below and/or submitting payment, customer agrees to all the terms and conditions as specified in Titan Power's Terms and Conditions *All sales are subject to appropriate sales taxes. Sales Tax, if applicable, may not be included in the proposal unless specifically indicated in the pricing quoted. ROC: AZ 216136, 228490 NV 77127 CA 884661			Subtotal	\$79,615.31
			Other/Sales Tax	\$4,888.39
			Total Cost	\$84,503.70
Shipping				
Ship Via:		Delivery Time: ARO		

Coverage Parameters
Type of Service: Contracting
Completion Schedule: 1-2 weeks
Equipment Warranty: Generator - 2 years standby, 1 year prime power
Drawings, Licenses, Permits: Not included unless otherwise stated in Proposal.
Attachments: N/A
Payment Terms: Progressive billing : Equipment billed upon shipment; due net 15 from date of invoice. Remainder of project billed progressively as completed every 30 days; net 30 from date of invoice.
Purchase Order: Send Purchase Authorization to orders@titanpower.com or (480) 968-3111 by fax.
Payments Accepted: check, all major credit or P cards, ACH

CUSTOMER	TITAN POWER / CONTRACTOR
Signature: _____	Signature: <u>Tom Calo</u>
Print Name: _____	Prepared By: Tom Calo
Title: _____	Title: Account Representative
Date: _____	Date: Aug 7, 2014

Titan Power, Inc. | Terms & Conditions | Contracting

1. **DEFINITIONS:** As used in this Service Agreement ("Agreement"): (A) "TPI" shall mean Titan Power, Inc.; (B) "Customer" shall mean the party requesting Titan Power's services; (C) "The Parties" or "a Party" shall mean either Customer, TPI or both. These terms and conditions, in conjunction with any specific terms set out on the attached Proposal or order, or in any other document issued by TPI and specified in the attached proposal, or order, shall constitute the entire contract between TPI and the Customer. No variation of these Terms and Conditions shall be effective or binding upon TPI unless in writing and signed by an authorized employee of TPI.
2. **PROPOSAL AND PRICES:** (A) Written Proposals are valid for 30 days from the date they are issued. Prices are firm for goods that are on order unless the shipping date is beyond 6 months from the date the order was placed. All clerical errors are subject to correction; (B) All proposals, delivery dates and other agreements are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control and dependent upon our prompt receipt of all details necessary for the execution of customer's order; (C) All sales are subject to appropriate sales taxes. Sales Tax, if applicable, may not be included in the proposal unless specifically indicated in the above pricing
3. **ACCEPTANCE OF ORDER:** Orders based on valid proposals are subject to acceptance by an authorized employee of TPI. TPI is not obligated to execute any order received other than in writing.
4. **PAYMENT TERMS:** Payment terms are set forth in the Proposal. New Customers are subject to credit approval. Contracting Projects will be progressive billing and all invoices are due Net fifteen (15) from date of invoice. Final payment shall be upon substantial completion and submittal of the final invoice.
5. **WARRANTIES AND LIMITATIONS:** (A) Contractor grants the customer a one year warranty on workmanship from Substantial Completion and/or date of occupancy. All work will be performed in accordance with any provided required drawings and specifications, National Electrical Code (NEC) and National Electrical Safety Code (NESC). In the event of a claim of defective workmanship, the notice of the warranty claim must be submitted in writing and must describe the claim in sufficient detail to determine the nature of the problem(s) and must be signed by the customer; (B) TPI is a reseller of manufactured equipment. Equipment sold by TPI will have a manufacturer warranty. In the event of a claim of defective equipment, notice of claim must be submitted to manufacturer as outlined in the manufacturer's warranty policy.
6. **CHANGE ORDERS:** Any additional work beyond the initially accepted Proposal, which is requested of or required due to the condition of the building or building code changes shall be performed only after a written Change Order/Addendum is signed by the customer and delivered to contractor. A change order may increase or decrease the price, provided for more or less time to complete work, for more or less materials or labor and other clauses.
7. **CUSTOMERS COVENANT NONINTERFERENCE:** Customer shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the site or interfere in any way with the contractors work.
8. **CONTRACTORS REQUIRED INSURANCE:** Contractor shall provide Certificate of Insurance for General Liability & Workers Compensation naming Owner/Customer as Additional Insured
9. **DELIVERY AND SHIPMENT OF EQUIPMENT AND MATERIALS:** (A) Delivery of the equipment and/or materials to a common carrier shall constitute delivery to the purchaser. TPI cannot be held responsible for damaged goods that were delivered in good condition to the carrier. TPI shall assist customer in making a claim and shall expedite replacement materials to satisfy the claim. Claims must be made within 10 days from the date of shipment; (B) TPI reserves the right to invoice and the Customer shall pay for the value of the goods and/or storage fees in the event shipment is delayed at the customer's request beyond this date. Title shall pass to the Customer on the date of invoice; (C) Any change in equipment or materials at the request of the Customer shall be made only upon approval by TPI. A restocking fee may apply.
10. **DEFAULT:** In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "notice of default," specifying the default and requesting the correction thereof. In the event it is not corrected within ten (10) days after receipt of said notice, the non-defaulting party shall have all remedies at law and in equity for said default. Contractor shall have the right, but not the obligation to suspend or terminate its work(s), to retain all deposits then held and to peacefully repossess all materials previously delivered or installed, for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement.
11. **ASSIGNMENT:** Neither this agreement nor any warranty granted herein is assignable.
12. **ACT OF GOD AND DELAYS:** In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate or in performing inspections, litigation or any act of God, then the completion of work shall be delayed until a later date and contractor and customer shall sign a change order reflecting the same. If customer declines to sign the change order then this agreement may be terminated by contractor where upon all sums then due to contractor for work(s) completed shall be immediately due and payable to contractor.
13. **GOVERNING LAW:** This agreement is to be governed by the laws of the State in which the work is performed. Venue for any action other than a lien foreclosure may at contractor's option lie in its home county. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement; the prevailing party shall recover its attorney fees and costs.
14. **GENERAL:** This is the entire agreement upon the contractor and customer. There is no representation past or present, by contractor or any person acting for contractor, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.
15. **SERVERABILITY:** If any section or part of these Terms and Conditions is or becomes illegal, unenforceable or invalid, then such part or section shall be struck from these Terms and Conditions and the remainder of this Agreement shall remain in full force and effect.

e) Purchase of second Nomex Hood for field personnel.

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

The Health, Safety & Wellness Committee has been working toward decreasing the risk of cancer for all fire personnel. According to the firefighter cancer support network (FCSN), firefighters have a greater risk of getting skin cancer than the general American population. One of the immediate actions that the FCSN recommends is to clean your PPE, gloves, **hood**, and helmet immediately after a fire. According to the FCSN, "following the lungs, the skin is the body's second largest organ in area and it is highly absorptive." Some areas of skin are more permeable than others, specifically the face, the angle of the jaw, the neck and throat and the groin. Skin's permeability increases with temperature and for every 5 degrees increases in skin temperature, absorption increases 400%. The most permeable piece of personal protective equipment is the hood. Hoods are designed to protect our head and neck from heat, but are not designed to stop skin absorption through the forehead, angle of the jaw, the neck, and the throat.

To decrease the one of the greatest risk, the Health, Safety & Wellness has decided to issue a second Nomex Hood to all field personnel. This will ensure that all firefighters will have the ability not to wear a contaminated hood. Nomex Hoods will be cleaned at the station and will be inspected with our bi-annual cleaning. The SFMD will continue to supply a second Nomex Hood as needed.

This is not a budgeted item, however, the health and safety of our members is high priority.

Financial Impact/Budget Line Item:

\$6,549.90 / Line Item: 100-40-5745-42

Staff Recommendation:

Staff recommends approval of the purchase of a second Nomex Hood for field personnel.

Enclosure(s):

None

g) Purchase of two ReVel portable critical care ventilators.

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

The ReVel portable critical care ventilator provides high-performance ventilation for pediatric to adult patients weighing at least 5 kg. To help manage high-acuity patients during transport, the ventilator features the patented ActivCor gas delivery system. From initial emergency to the emergency room, the ReVel ventilator automates ventilation without patient circuit disconnection—for continuous care. Funding for this is a planned budgeted Capital Expenditure.

Financial Impact/Budget Line Item:

\$32,808 / Line Item: 200-70-73420-41

Staff Recommendation:

Staff recommends approval of the purchase two ReVel portable critical care ventilators.

Enclosure(s):

Procurement Form

Quote provided by CareFusion

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # 2014-11-03

PO # _____

LIMITS	REQUIREMENTS	APPROVALS
\$0.00 - \$2,999.00	FORM Not Required	Budget Manager, BC, Executive Assist., Facilities Specialist
\$3,000.00 - \$4,999.99	FORM Not Required	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager
\$5,000.00 - \$24,999.99	3 Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager
\$25,000 or MORE	3 Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager AND Governing Board

Quote # 1

Vendor Name: CAREFUSION 203 INC Vendor Phone #: 602-376-0182
 Vendor Address: 17400 MEDINA RD. SUITE 100
 Quote Description: REVEL PORTABLE CRITICAL CARE VENTILATOR. MANAGE HIGH ACUTY ADULT AND PEDIATRIC PATIENT
 See Attached Written Quote \$ 16404.⁰⁰ x 2 = \$32,808

Quote # 2

Vendor Name: _____ Vendor Phone #: _____
 Vendor Address: _____
 Quote Description: _____
 See Attached Written Quote \$ _____

Quote # 3

Vendor Name: _____ Vendor Phone #: _____
 Vendor Address: _____
 Quote Description: _____
 See Attached Written Quote \$ _____

COMPETITIVE QUOTES / BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:

- STATE CONTRACT /INTERGOVERNMENT (State Contract Number or Government Agency Must be on Supporting Documentation Must be with PO)
- SOLE SOURCE PROCUREMENT (Supporting Documentation Must be with PO)
- EMERGENCY ACTION (Explanation Sent to Gov. Board Must be With PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION / COMPATABILITY REQUIREMENTS for EQUIPMENT
- TRAVELING EXPENSES with GOVERNMENTAL RATE (Standard Rate Must be Specified on PO)
- PRODUCT / SERVICE / AGENCY for EDUCATIONAL, TRAINING, EXPERIMENTAL, DEVELOPMENTAL or RESEARCH WORK
- EQUIPMENT ALREADY INSTALLED, CONNECTED, IN SERVICE AND IT IS DETERMINED ADVANTAGEOUS TO PURCHASE SAME
- ITEMS ARE SUBJECT TO RAPID PRICE FLUCTUATION OR IMMEDIATE ACCEPTANCE (Attach Supporting Documents to PO)

APPROVAL:
11/12/14
 DATE


 DEPT. HEAD SIGNATURE

DATE

FINANCE MANAGER

DATE

ASSISTANT CHIEF SIGNATURE

DATE

FIRE CHIEF SIGNATURE

h) Purchase of new equipment to upgrade and enhance the G2 station alerting system at fire station 263.

Submitted by:

Fire Chief Paul Bourgeois

Background/Discussion:

This item is for the purchase of new equipment to upgrade the current G2 Fire Station Alerting System for Fire Station 263. The G2 Fire Station Alerting System's notify the crews that they have an emergency call through audio tones and visual lighting and messages. Our contract dispatch service provider, the City of Mesa Fire and Medical Department has chosen the Phoenix G2 Fire Station Alerting System as the system of choice for consistency within the East Valley Auto Aid Consortium. In order to be compliant with the Mesa Regional Dispatch Center (MRDC) all agencies dispatched by the MRDC changed to this system in 2011.

This purchase will allow the station to be upgraded with new equipment to allow for multiple units to be toned out independent of one-another with the greatest amount of facility flexibility available. Currently, only a difference of tones in certain rooms exists. With the new equipment, there will be dynamic flexibility in every room to determine what unit tones will be received and the new equipment will enhance the 'Heart Saver' effect that is desirable for firefighter health and wellness. This new equipment will be critical to the deployment of additional units related to the CMS grant, and other potential future expansion needs.

The Mesa Communications Division will be the installing party on SFMD's behalf.

Funding for this item is a planned and budgeted Capital Expenditure.

Financial Impact/Budget Line Item:

\$29,856 (plus tax) / Line Item: 200-70-72510-30

Staff Recommendation:

Staff recommends the expenditure in an amount not to exceed \$29,856 plus tax. The Phoenix G2 fire station alerting system is a proprietary system and is only available through US Digital Designs, Inc. (USDD). This is a 'sole-source' purchase from USDD.

Enclosure(s):

US Digital Designs Quote

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Superstition Fire & Medical District
(formerly Apache Junction)

Project:

Fire Station Alerting System
Component Order

Proposal number:

SFMD021

Revision #

1

Quote Date:

10-Nov-2014

Quote Expires:

9-May-2015

FOR FINAL INSTALLATION CONTACT:

NOT INCLUDED

By Others

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

This Proposal is subject to corrections due to Errors or Omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/10/2014

Expires: 5/9/2015

Quote SUBMITTED TO:

Superstition Fire & Medical District

Fire Station Alerting System

REF PROPOSAL

SFMD021 v1

Station-Level Equipment/Services

Fire Station

Component Order

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	0	G2 ATX STATION CONTROLLER	ATX	\$ -	\$ -
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	1	ATX EXPANSION KIT	ATX-EXP	\$ 5,994.00	\$ 5,994.00
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	0	G2 VOICEALERT - Single Station License	VA	\$ -	\$ -

PERIPHERAL OPTIONS

9	Ea	USDD	9	G2 ROOM REMOTE Module	RR	\$ 1,650.00	\$ 14,850.00
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	2	G2 MESSAGE REMOTE Module	MR	\$ 1,050.00	\$ 2,100.00
13	Ea	USDD	0	G2 SIGN REMOTE Module	SR	\$ -	\$ -
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ -	\$ -
16	Ea	USDD	3	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 972.00
17	Ea	USDD	0	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ -	\$ -
18	Ea	USDD	0	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ -	\$ -
19	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
20	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ -	\$ -
21	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
22	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
23	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ -	\$ -
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	0	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ -	\$ -
30	Ea	Bogn	0	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ -	\$ -
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	22	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ 270.00	\$ 5,940.00
33	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ -	\$ -
34	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ -	\$ -
35	Ea	TBD	0	ATX UPS, Standard	UPS-STD	\$ -	\$ -

36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$	-	\$	-
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STATION-LEVEL SERVICES

37	Ea	USDD	0	Station Installation (TBD/Pending)	ST-INST	\$	-	\$	-
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$	-	\$	-
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$	-	\$	-
40	Ea	USDD	0	Station Configuration & Start-Up	ST-SU	\$	-	\$	-
41	Ea	USDD	0	Station Project Management	ST-PM	\$	-	\$	-
42	Ea	USDD	0	Station Engineering / Design Services	ST-ES	\$	-	\$	-
43	Ea	USDD	0	Station Documentation	ST-DM	\$	-	\$	-
44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$	-	\$	-
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$	-	\$	-
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$	-	\$	-
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$	-	\$	-

Fire Station	Individual Station Equipment & Services Subtotal	\$ 29,856.00
	Individual Station Shipping	\$ 870.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 30,726.00

Ship Charges can be disregarded if customer is picking up (24+ hour notice)

<p>ALL STATIONS / System & Services / Running Total : \$29,856.00 All Stations / Shipping / Running Total : \$0.00 (CUSTOMER PICKING UP) Grand Total / Station-Level : \$29,856.00</p>
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Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 11/10/2014

Expires: 5/9/2015

Quote SUBMITTED TO:

**Superstition Fire & Medical District
Fire Station Alerting System**

REF PROPOSAL

SFMD021 v1

Section Totals

Station-Level FSAS Subtotal \$ 29,856.00

US Digital Designs System Total \$ 29,856.00

TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

Governing Board Meeting – November 19, 2014

Agenda Item: 5

BOD#: 2014-11-04

Agenda Item Title:

Purchase of a cloud-hosted ePCR solution that is NEMSIS 3 compliant and 15 new ePCR tablets.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

SFMD is moving forward in conjunction with the Mesa Fire and Medical Department (MFMD) in the Centers for Medicare/Medicaid Services (CMS) grant. In order to participate in this grant SFMD must have a NEMSIS 3 software application. We are currently evaluating 2 software programs that are NEMSIS 3 compliant. SFMD planned to upgrade our current records management platform next fiscal year however, to effectively communicate with MFMD's warehouse (data storage for all grant ePCR records) this implementation will need to be moved up for a potential go live date of January 19, 2015. The implementation of an upgraded records management platform will eliminate duplicate data entry, allow all field personnel to utilize the new platform with expanded features, communicate with the MFMD warehouse, and ensure the District is reimbursed for grant expenses. The 2 products currently being evaluated are; Image Trend Elite Platform, and the ZOI cloud-hosted solution.

The estimated cost of implementing cloud-hosted software is not to exceed \$20,000.00 and will be covered through the Computer Software 200-70-73520-15 account. There is adequate funding in this account to cover this expense and not go over budget in this line item. There were some cost reductions with the Tyler product, and other efficiencies that reduced their projected amounts.

In addition, the hardware will also require an upgrade at this time. Crews have had issues with the CF-H2 Toughbook tablets freezing up on critical calls, losing connectivity with Verizon, and other features that conflict with the software and its functions.

The estimated cost of the tablets is \$13,600.00 and will be covered through the Computer Equipment 200-70-73515-15 account. There is adequate funding in this account due to funding that was set aside for a regional grant. The regional grant was not awarded by FEMA so the money set aside for the 10% match will fund the tablets.

It is also important to note, that although the move-up of this project was unanticipated the benefit to our field providers and patients will be immense. Better technology, customizable fields, efficient layout, and access to information all contribute to better patient care.

Recommended Motion:

"Motion to approve the financing of the purchase a cloud-hosted ePCR solution that is NEMSIS 3 compliant at a cost to exceed \$20,000 and 15 tablets not to exceed \$13,600."

Financial Impact(s)/Budget Line Item:

\$20,000 / Line Item: 200-70-73520-15

\$13,600 / Line Item: 200-70-73515-15

Enclosure(s):

**Software and Tablet selection documentation is not enclosed as staff and field provider assessment of the demo products have not been completed.*

Governing Board Meeting – November 19, 2014

Agenda Item: 6

BOD#: 2014-11-05

Agenda Item Title:

Consideration and approval of a capital lease from Oshkosh Capital to finance the purchase of the 2014 Pierce Freightliner JS373 – 3,000 gallon Tactical Tender (“Tender”) authorized by the Board at the August 20, 2014 Board Meeting (BOD #2014-08-04) and to adopt Resolution 2014-07 for the authority of a capital lease purchase

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

At the August 20, 2014 Board Meeting, the Governing Board authorized Staff to purchase a 2014 Tender at a price not to exceed \$410,000.00 (BOD #2014-08-04).

Staff has finalized the specification analysis of the Tender, and has obtained a total bid price of \$408,566.08. The total bid price reflects \$15,451.00 in discounts.

Staff has also negotiated a 12-year / 3.49% / \$1.00 buy-out capital lease with Oshkosh Capital to finance the purchase of the Tender. The annual payment for the lease is \$42,255.15, with the first payment due November 25, 2015.

Staff recommends that the Board approve the financing of the purchase of the 2014 Tender through the negotiated 12-year capital lease from Oshkosh Capital and to adopt Resolution 2014-007; Lease-Purchase Agreement with Oshkosh Financial.

This item was budgeted for in the FY14/15 budget.

Recommended Motion:

“Motion to approve the financing of the purchase of the 2014 Pierce Freightliner JC373 Tactical Tender through the negotiated 12-year capital lease from Oshkosh Capital and to adopt Resolution 2014-07; Lease Purchase Agreement with Oshkosh Financial.”

Financial Impact(s)/Budget Line Item:

FY14/15 cost - \$0

Enclosure(s):

Oshkosh Capital 12- Year Capital Lease for Pierce Freightliner JC373 Tactical Tender Purchase Resolution 2014-07

2014 Pierce Freightliner JC373 Tactical Tender Price Quote

*Opinion of Counsel Letter to be provided at board meeting.

Master Lease-Purchase Agreement
Between
SUPERSTITION FIRE & MEDICAL DISTRICT AND OSHKOSH CAPITAL

DOCUMENT INDEX

- Master Lease-Purchase Agreement – Sign and provide title on the last page
- Master Lease-Purchase Addendum - Sign and title
- Lease Schedule with Schedule A-1 – Sign and title
- Vehicle Schedule Addendum –Sign and title
- Incumbency Certificate and Resolution – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- Title - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. In addition, we will need a copy of the front and back of the MSO listing Oshkosh Capital, 995 Dalton Ave, Cincinnati, OH 45203 as first lien holder.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Three Party Agreement – Sign and title.
- Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- IRS FORM 8038-G – Sign, date, and title
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Sales Contract or Purchase Order - please provide a copy of the Sales Contract enter into with Pierce Manufacturing or a copy of the Purchase Order issued to Pierce Manufacturing Inc.***

MASTER LEASE – PURCHASE AGREEMENT

Dated as of November 25, 2014

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented (“Master Lease”) is made and entered by and between Oshkosh Capital (“Lessor”) and the Lessee identified below (“Lessee”).

LESSEE: Superstition Fire & Medical District

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) “Schedule” means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) “Lease” means each Schedule and this Master Lease as incorporated into said Schedule. (c) “Equipment” means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) “Lien” means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease (“Lease Term”) commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee’s payment and performance in full of all of Lessee’s obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule (“Rent Payments”). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (“Location”) by Equipment suppliers (“Suppliers”) selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable

Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the

Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when

due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than

all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease

(assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business

day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires

all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

Superstition Fire & Medical District
("Lessee")

By: _____

Title: _____

565 N. Idaho Road
Apache Junction, AZ 85119

Oshkosh Capital
("Lessor")

By: _____

Title _____

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

LEASE SCHEDULE NO. 186485000

Dated As Of November 25, 2014

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated November 25, 2014

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

Superstition Fire & Medical District
("Lessee")

Oshkosh Capital
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

Superstition Fire & Medical District

3955 E. Superstition Blvd
Apache Junction, AZ 85119

Pinal County

2015 Pierce Frieghtliner Tanker

VIN #

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: November 25, 2014

(b) Amount Financed:

i.	Equipment Purchase Price	\$ <u>392,705.00</u>
i.	Sales Tax	\$ <u>31,312.08</u>
ii.	Purchase Price Dedution	\$ <u>0.00</u>
	Prepay Discounts	\$ <u>15,451.00</u>
	Trade In	\$ <u>0.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	\$ <u>408,566.08</u>

(c) Payment Schedule:

Accrual Date: November 25, 2014

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	11/25/2015	42,255.15	14,258.95	27,996.20	391,986.98
2	11/25/2016	42,255.15	13,281.88	28,973.27	362,144.51
3	11/25/2017	42,255.15	12,270.72	29,984.43	331,260.55
4	11/25/2018	42,255.15	11,224.26	31,030.89	299,298.73
5	11/25/2019	42,255.15	10,141.28	32,113.87	266,221.44
6	11/25/2020	42,255.15	9,020.51	33,234.64	231,989.76
7	11/25/2021	42,255.15	7,860.62	34,394.53	196,563.40
8	11/25/2022	42,255.15	6,660.25	35,594.90	159,900.65
9	11/25/2023	42,255.15	5,417.99	36,837.16	121,958.38
10	11/25/2024	42,255.15	4,132.37	38,122.78	82,691.91
11	11/25/2025	42,255.15	2,801.89	39,453.26	42,055.05
12	11/25/2026	42,255.15	1,425.00	40,830.15	1.00

Superstition Fire & Medical District
("Lessee")

By: _____

Title: _____

Oshkosh Capital
("Lessor")

By: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated As Of November 25, 2014

Lease Schedule No. 186485000 Dated November 25, 2014

Lessee: Superstition Fire & Medical District

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between Oshkosh Capital ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

Superstition Fire & Medical District
("Lessee")

Oshkosh Capital
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION

Municipality/Lessee: Superstition Fire & Medical District

Principal Amount Expected To Be Financed: \$408,566.08

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 2014.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Superstition Fire & Medical District

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: Superstition Fire & Medical District

Lease Schedule No.: 186485000

Dated: November 25, 2014

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

_____	_____	_____
Name	Title	Signature

_____	_____	_____
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: Superstition Fire & Medical District

Lessor: Oshkosh Capital

Re: Lease Schedule No. 186485000 dated November 25, 2014, together with its Master Lease-Purchase Agreement dated November 25, 2014, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Arizona (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

INSURANCE COVERAGE DISCLOSURE

Oshkosh Capital, LESSOR

Superstition Fire & Medical District, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

- 1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue: (check to indicate coverage)

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Oshkosh Capital and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Oshkosh Capital and/or its assigns as an Additional Insured.

Minimum Coverage Required:

- \$1,000,000.00 per person
- \$2,000,000.00 aggregate bodily injury liability
- \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to Oshkosh Capital, 155 East Broad Street, B4-B230-05-7, Columbus, OH 43215, prior to the time that the property is delivered to Lessee.

OR

- 2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: Superstition Fire & Medical District

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- Oshkosh Capital must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

Oshkosh Capital, its successors and/or all assigns
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please send a FAX copy of certificate to Cheryl Kennedy at 1-800-678-0602.

The original should be mailed to the same at:

Oshkosh Capital
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please call Cheryl Kennedy at 1-800-820-9041, ext. 4, if you have any questions.

THREE PARTY AGREEMENT

Dated as of November 25, 2014

"Lessee" means Superstition Fire & Medical District

"Schedule" means Lease Schedule No. 186485000 Dated November 25, 2014, together with its Schedule A-1.

Reference is made to the Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between Oshkosh Capital ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule attached therein ("Equipment") to be supplied by Pierce Manufacturing Inc. ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$392,705.00</u>
Sales Tax	<u>\$31,312.08</u>
Vendor Discounts:	<u>\$15,451.00</u>
Advance Payment Date:	<u>November 25, 2014</u>

3. Upon execution of the Lease Schedule and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	<u>\$0.00</u>
Trade In:	<u>\$0.00</u>
Amount Financed:	<u>\$408,566.08</u>

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date:	<u>September 25, 2015</u>
----------------------------	---------------------------

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date:	<u>November 25, 2015</u>
------------------------	--------------------------

5. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed

Equipment”), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Supplier hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) “Prime Rate” means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Supplier makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee’s obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement.

7. Supplier agrees that a Performance Bond will be issued which names the Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the lessee and accepted by the Supplier. The “Contract Date” referred to in the Performance Bond shall be the date of the Three Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

Superstition Fire & Medical District
 (“Lessee”)

By: _____

Title: _____

Oshkosh Capital
 (“Lessor”)

By: _____

Title: _____

Pierce Manufacturing Inc.
 (“Supplier”)

By: _____

Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 186485000

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and Oshkosh Capital ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

Superstition Fire & Medical District
("Lessee")

By: _____

Title: _____

RESOLUTION 2014-07
Lease-Purchase Agreement with Oshkosh Capital

WHEREAS, the Superstition Fire and Medical District (the "District") is a duly formed Arizona fire district and existing pursuant to the Constitution and laws of the State;

WHEREAS, pursuant to applicable law, the Superstition Fire and Medical District Governing Board (the "Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the District;

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring certain property referred to as the 2015 Pierce Freightliner Tanker ("Equipment") as described in the Leases is appropriate and necessary to the functions and operations of the District; and,

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases,

NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY THAT:

Section 1. Either Chairman Todd House, Clerk Linda Shank, Director Barbara Cobb, Director Jeff Cross, or Director Charlie Fox (each as an "Authorized Representative") acting on behalf of the District, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the District. Each Authorized Representative acting on behalf of the District is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the District to execute and deliver agreements and documents relating to the Leases on behalf of the District.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the District as set forth therein.

Section 4. The District's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the District's obligations under the Leases shall not constitute general obligations of the District or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the District reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended

Section 6. This resolution shall take effect immediately upon its adoption and approval. ADOPTED AND APPROVED on this____, 20____.

The undersigned Clerk of the above-named District hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the District, that the foregoing resolutions were duly adopted by said Governing Body of the District at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Superstition Fire and Medical District

Todd House, Board Chairman

Linda Shank, Board Clerk

Barbara Cobb, Board Director

Charlie Fox, Board Director

Jeff Cross, Board Director

**OSHKOSH CAPITAL
INFORMATION REQUEST**

LESSEE NAME: Superstition Fire & Medical District

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes _____ No

Please list any special instructions below:

Governing Board Meeting – November 19, 2014

Agenda Item: 7

BOD#: 2014-11-06

Agenda Item Title:

Consideration and approval of the purchase of a fully equipped transport capable rescue unit in support of the Centers for Medicare/Medicaid Services (CMS) Grant.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

SFMD, in conjunction with Mesa Fire & Medical District, were awarded a 3-year CMS Grant to deliver mid-level provider / low acuity ambulatory services to the District. Our services are set to start on mid-January 2015.

The District currently has one (1) transport capable rescue unit (R264, a 2001-Type 1) that is used to provide EMS stand-by service for various events such as the Renaissance Festival and Lost Dutchman Marathon. While other vehicles like TRV263 and the brush units have been used to cover when there are multiple same day EMS stand-by events, if R264 is utilized as the primary transport capable rescue unit for the CMS Grant, the District will be at risk when attempting to provide EMS stand-by services for these events. To alleviate this concern, Staff recommends the purchase of a new transport capable rescue unit for use as the primary unit for the CMS Grant, which will allow R264 to serve as a back-up.

Staff has obtained three (3) preliminary transport capable rescue unit bids that are attached. A summary of the bids is below. All bids include 8.3% AZ sales tax and represent a “delivered” price.

1. Hughes Fire Equipment / Braun Type-1 Dodge Ram 5500 Chief XL Transport capable rescue unit - **\$196,001.34**
2. Horton 623 Type-1 Dodge Ram 5500 4X2 Transport capable rescue unit - **\$194,777.55**
3. RedSky / Demers Type-1 Dodge 5500 4X2 Transport capable rescue unit - **\$198,827.97**

In addition to the cost of the transport capable rescue unit, there is an estimated cost of \$100,000.00 to fully equip the transport capable rescue unit with medical equipment such as a cardiac monitor, gurney, ventilator, MCT and EPCR tablets, portable radios, dual band mobile vehicle radio, etc.

Negotiations on which transport capable rescue unit to purchase have not been finalized as issues regarding service and equipment reliability are still being investigated. However, Staff have been in negotiations with various leasing companies and have found the District can finance the purchase of an transport capable rescue unit, along with the higher cost medical equipment, through a capital lease with 6 to 10 year terms at a current interest rate of 4% or less.

At this time, Staff is recommending that the Governing Board authorize the purchase of an transport capable rescue unit and associated equipment needed to fully equip the transport capable rescue unit at a cost not to exceed \$300,000.00. Staff further recommends that the Board authorize that the new transport capable rescue unit and medical equipment be purchased through a 6 to 10 year capital lease under the most advantageous terms (interest, term, etc.) possible.

Funds to be used for the purchase of a transport capable rescue unit (\$75,000.00) were budgeted for in the FY14/15 budget in account 200-70-72240-20. The annual lease cost of a transport capable rescue unit and associated medical equipment to equip the transport capable rescue unit will be below this budgeted amount.

Recommended Motion:

“Motion to approve the purchase of a fully equipped transport capable rescue unit at a cost not to exceed \$300,000 through a capital lease under the most advantageous financing terms possible.”

Financial Impact/Budget Line Item:

FY14/14 cost - no more than \$75,000.00 / Line item 200-70-72240-20

Enclosure(s):

Hughes Fire Equipment / Braun Type 1 Dodge Ram 5500 Chief XL Transport capable rescue unit Price Proposal

Horton 623 Type-1 Dodge Ram 5500 4X2 Transport capable rescue unit Price Proposal

RedSky / Demers Type 1 Dodge Ram 5500 4X2 Transport capable rescue unit Price Proposal

Photo of a Type-1 Transport capable rescue unit (an example for informational purposes only)



Superstition Fire Medical - Formerly Apache Junction
One (1) Freightliner Tanker JC373

11/17/2014
Updated

Apparatus Price	\$ 404,850.00
Less Mesa contract discount	(12,145.00)
Total Bid price	\$ 392,705.00

Less payment upon completion @ factory discount	(4,427.00)
* Deduct for 100% pre-payment with contract	(11,024.00)

If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.

Proposal price including discounts 377,254.00

Arizona State Sales Tax @	5.60%	21,126.22
Phoenix Sales Tax @	2.70%	10,185.86

Total Bid Price Including Sales Tax \$ 408,566.08

Terms:

The unit would be ready for delivery from the factory within 8 to 10 months after contract execution. The delivery time is subject to change prior to contract execution.

The above pre-payment discount will be valid for 90 days.

If payment options are not elected, standard payment terms will apply: final payment will be due 30 days after the unit leaves the factory for delivery.

One (1) factory inspection trip for three (3) customer representatives is included. If additional trips are desired they can be added at a cost of \$1,350.00 per traveler per trip.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.



Hughes Fire Equipment, Inc.
910 Shelley Street
Springfield, OR 97477
T: 541-747-0072
F: 541-747-0073
www.hughesfire.com

October 24, 2014

Superstition Fire & Medical District
1455 E. 18th Avenue
Apache Junction, AZ 85219

Hughes Fire Equipment, Inc. and Braun Industries are pleased to offer for your consideration the enclosed proposal for one (1) Type I Dodge Ram 5500 Chief XL Ambulance, per your request.

The price for this unit is **\$184,480.00** F.O.B. Apache Junction, AZ plus Arizona State of sale tax @ 8.3% in the amount of 15,311.84, for a total of **\$199,791.84**.

Price Recap:

Description	Amount
Braun Type I Dodge Ram 5500 Chief XL Ambulance	\$ 184,480.00
Less drive-out allowance	(3,500.00)
Total FOB Factory	\$ 180,980.00
Plus AZ State sales tax @ 8.3%	15,021.34
Total unit price including extended warranty option	\$ 196,001.34

Payment is due upon completion of the unit at the Braun factory in Van Wert, Ohio. Pricing does not include a performance bond or any factory inspection trips. Pricing is valid for 60 days and may be subject to change. Chassis availability and pricing subject to change. Braun 2015 module price increase to go into effect January 1, 2015.

Warranty service on the module unit will be provided by our facility located in Phoenix, Arizona. Service can be scheduled by calling 800-747-6510.

This proposal may be utilized for Cooperative Purchasing by other public agencies.

We would like to thank you for considering this proposal. If we can be of further assistance, please feel free to contact us.

Sincerely,

Rex Hughes
President
Hughes Fire Equipment, Inc.
RH/st

Ron Gilbert
Sales Representative
Hughes Fire Equipment, Inc.

PSS / PROFESSIONAL SALES & SERVICE, L.C.

October 19, 2014

Superstition Fire & Medical
565 North Idaho Road
Apache Junction, AZ 85119

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides Superstition FD the following ambulance proposal. We look forward to helping you with your ambulance needs today – and in the future.

We hereby propose and agree to furnish a new Emergency Medical Vehicle upon your acceptance of this proposal.

ONE (1) 2015 HORTON 623 TYPE I CRAWL-THROUGH CUSTOM AMBULANCE ON A 2015 RAM 5500 4X2 CHASSIS

2015 Horton 623 Type I Crawl–Through Custom 4x2 Ambulance:

The custom module is 173” long, and has an **interior height of 74” inches**. The module features weight-saving all-aluminum construction (including cabinets). This proposal includes Horton’s Occupant Protection System (HOPS), custom cabinet & compartment design, Liquid Spring suspension, Cooltech II 100kBTU Condenser, 110v A/C, Kussmaul Auto eject Shoreline LED box light warning package, electric compartment and entry door locks, headlight flasher, scene lights, loading lights, momentary patient compartment light timer, stainless steel counter tops, high back captain’s chair with 3 point seat belt, Stryker cot mount, SSCOR suction, (2) O2 outlets, custom street side CPR seat cabinet wall, sharps/waste disposal area, computerized i4G electrical system, diagnostic testing, extended radio console, LED clock and much more.

Ambulance Price*	\$177,150.00
Shipping	\$2,700.00
Total Delivered Price**	\$179,850.00

***Price Reflects HGAC contract # AM-10-14. Product Code KA01-KA13, KE01-KE09.**

****Note, this price does not include any applicable sales tax and fees.**

PSS SHOWROOM

1450 E. Buckeye Road Phoenix, AZ 85034
(801) 977-3961 Phone <> (801) 977-3969 Fax

IMPORTANT INFORMATION TO CONSIDER WHEN EVALUATING PROPOSALS!!

Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

- F.O.B. POINT:** Phoenix, AZ
- DELIVERY:** Vehicle will be delivered approximately 220 days after receipt of order, barring any delays due to strikes, availability of component parts (including chassis), or Acts of God.
- SERVICE:** Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away. Please see the included service information for details. Professional Sales & Service understand that local service and repair availability is of the utmost importance to Superstition FD. Please be reassured that nearly every possible repair can be accomplished locally. Which allows PSS to get your ambulances in back in to service as quickly as possible. Professional Sales & Service has a close working relationship with one of the largest dealerships and some of the most experienced paint and body shops in town.
- WARRANTY:** Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should ever need it. Please see the included warranty information for details.
- PAYMENT TERMS:** Payment due upon delivery and acceptance of vehicle by Superstition FD.

Unless accepted within thirty (30) days from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact me for pricing details or credits.

We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides. Let me know what I can do to help you with your evaluation process.

Respectfully Submitted,

Professional Sales & Service, LC

Chad Barrett

21620 N 26th Avenue, Suite 250, Phoenix AZ 85207



Vaughn Croshaw
Superstition Fire and Medical
565 N. Idaho Rd.
Apache Junction, AZ 85119

October 29, 2014

Vaughn,

RedSky Fire Apparatus and Demers Ambulance are pleased to offer the following quote for a Demers Type I Ambulance.

One ambulance is mounted on a Dodge 5500 4x2 chassis with a 170" patient compartment and Kelderman air suspension, **\$183,590.00**

The quote includes delivery to Superstition Fire and Medical. Any applicable sales taxes are not included.

We would welcome the opportunity to discuss this proposal with you at any time. Please feel free to contact me with any questions you may have.

Sincerely,

Tom Harley
RedSky Fire Apparatus
480.200.8980



BRAUN

CUSTOM AMBULANCES

Built for Life



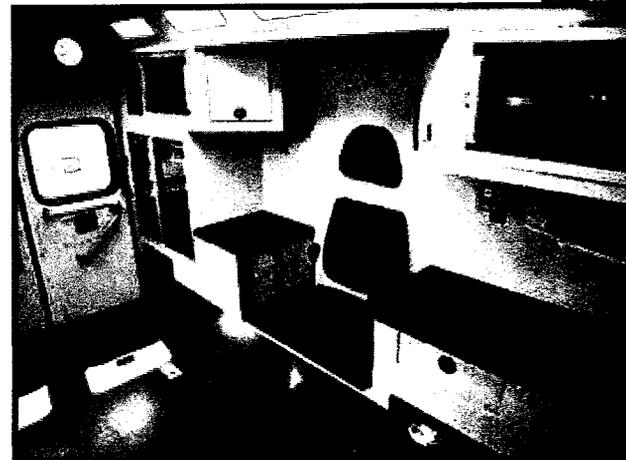
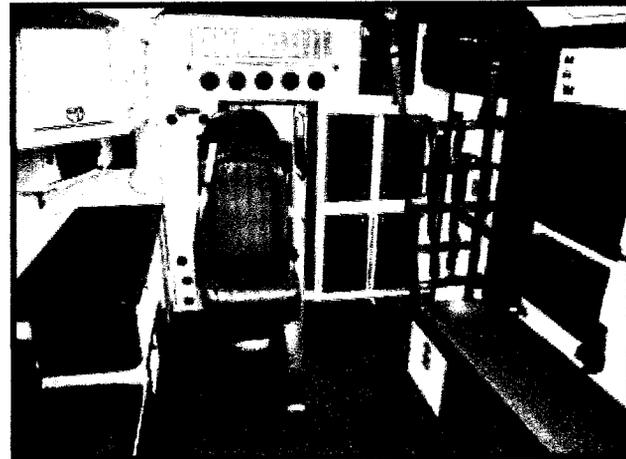
CHIEF XL

The "Crown Jewel" of the Braun Ambulance Models

This model provides the optimum in room, storage, and comfort. Built on your choice of the Ford E- or F-450, Chevy G-4500, International TerraStar or Ram D-4500 chassis, you get a powerful vehicle with one of the highest usable payloads in the industry. The Chief XL SolidBody™ Construction boasts headroom height of 72" while taking advantage of the module's 169" length by providing maximum storage both inside and out. Available in the standard package or customized to meet your specific requirements, the Chief XL provides value, comfort, and safety for the patient and crew.

With the exclusive EZ Glide™ Sliding Door, safety and convenience are key advantages for your EMTs. By sliding the door out of the way, snug against the module, the door does not open into traffic or restrict personnel from entering or leaving the module. Combined with the MasterTech™ Multiplex Electrical Control System and VitalMax™ Lighting System, the Braun Chief XL is the top choice of departments needing quality and reliability for today's ambulance services.

The Chief XL combines the advantages of an impressive module length, storage space, interior room, and high payload capacity in a Type I or Type III configuration. Exterior sides are lowered to offset the higher frame rail height of the F-Series, providing even larger storage capacity in the exterior compartments than on the Type III Chief XL. Interior headroom of 72" and the efficient use of space allow for exceptional roominess.



Governing Board Meeting – November 19, 2014

Agenda Item: 8

BOD#: 2014-11-07

Agenda Item Title:

Discussion and overview with the status of the CMS grant.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Firefighter/Paramedic Dave Pohlmann will give an overview of the progress of the CMS grant process.

Recommended Motion:

N/A

Financial Impact/Budget Line Item:

N/A

Enclosure(s):

N/A

Governing Board Meeting – November 19, 2014

Agenda Item: 9

BOD#: 2014-11-08

Agenda Item Title:

Discussion and possible approval of a Memorandum of Understanding (MOU) with Rural Metro and SFMD regarding the CoN process (to be provided at the board meeting).

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Recall at the September Board Meeting, Firefighter/Paramedic Dave Pohlmann discussed Rural Metro's/SFMD cooperative ambulance response concept. Included in the discussion were several key points including Rural Metro's support for our district obtaining a CoN.

The MOU includes topics that both parties have agreed upon and will uphold.

Recommended Motion:

"Move to enter into a Memorandum of Understanding with the Rural Metro Cooperation in regards to obtaining a CoN and the cooperative ambulance response model."

Financial Impact/Budget Line Item:

N/A

Enclosure(s):

Will be available at the Board Meeting.

Governing Board Meeting – November 19, 2014

Agenda Item: 10

BOD#: 2014-11-09

Agenda Item Title:

Discussion and overview of the Certificate of Necessity (CoN) application process and approval of Resolution 2014-08.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Firefighter/Paramedic Dave Pohlmann will discuss the current status of the application for a Certificate of Necessity (CoN) and Finance Manager Roger Wood will present an overview of the CoN application financials.

Staff is asking the board to adopt Resolution 2014-08; Superstition Fire and Medical District Medical Transportation in support of the CoN application process.

Recommended Motion:

“Motion to adopt Resolution 2014-08; Superstition Fire and Medical Transportation in support of the Certificate of Necessity process.”

Financial Impact/Budget Line Item:

N/A

Enclosure(s):

Resolution 2014-08; Superstition Fire and Medical District Medical Transportation

RESOLUTION 2014-08
Superstition Fire and Medical District Medical Transportation

PURSUANT TO THE NOTICE OF MEETING OF THE SUPERSTITION FIRE AND MEDICAL DISTRICT BOARD, THE FOLLOWING RESOLUTION WAS PROPOSED BY MOTION AND APPROVED BY A MAJORITY OF THE BOARD ON NOVEMBER 19, 2014:

WHEREAS, the Superstition Fire and Medical District Board Members have reviewed the Ambulance Cost and Revenue Report ("ARCR") submitted in connection with the Application for Certificate of Necessity for Ground Ambulance Transport Services. That ARCR is dated November 14, 2014, and is attached hereto for reference.

WHEREAS, Accrual accounting methods required by the ARCR Regulations demonstrate that the ground ambulance transport service proposed by Superstition Fire & Medical District will operate at a deficit in its first year of operation (and likely periods beyond the first year).

WHEREAS, the Board supports the CON Application and related operation of a ground ambulance transport service by the Superstition Fire & Medical District and agrees to operate that service at the accrual accounting loss detailed in the attached ARCR.

PASSED AND ADOPTED THIS NINETEENTH OF DAY OF NOVEMBER 2014 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE AND MEDICAL DISTRICT.

Todd House, Board Chairman

Linda Shank, Board Clerk

Barbara Cobb, Board Director

Charlie Fox, Board Director

Jeff Cross, Board Director

Governing Board Meeting – November 19, 2014 Agenda

Item: 11

BOD#: 2014-11-10

Agenda Item Title:

Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation.

- a) Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.
- b) Note that executive sessions are confidential pursuant to ARS §38-431.03(C).

Submitted By:

Donna Aversa, Board Attorney

Background/Discussion:

N/A

Recommended Motion:

"Motion to go into Executive Session at (time) pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation.

Financial Impact/Budget Line Item:

N/A

Enclosure(s):

N/A

Governing Board Meeting – November 19, 2014

Agenda Item: 12

BOD#: 2014-11-11

Agenda Item Title:

Discussion and possible action regarding the fire chief's annual performance evaluation.

Submitted By:

Governing Board

Background/Discussion:

The fire chief's two year performance evaluation is due for period November 1, 2013 through October 31, 2014.

Recommended Motion:

TBD

Financial Impact/Budget Line Item:

N/A

Enclosure(s):

Letter of support from Labor

Chairman and members of the board,

With the upcoming performance review for Chief Paul Bourgeois, I feel it is only appropriate to express Local 2260, SFMD Chapters view on his leadership attributes.

As you are aware, Chief Bourgeois inherited an organization that was in dire need of strong leadership, strategic direction, and above all compassion for the employees. Over the past 24 months, it is fair to say that Chief Bourgeois not only accomplished these needs, but also surpassed them.

Having served our organization for over 20 years and as the local 2260 vice president for the last 5 years, I have never witnessed such a dynamic leader who maintains the ability to “up right a sinking ship”. This is exactly what Chief Bourgeois has accomplished in his short tenure. Chief Bourgeois has implemented an environment into our organization that prides itself on internal and external customer service and employee growth. He has sought out and implemented initiatives that are establishing Superstition Fire Medical District as the premier fire district in the state.

Chief Bourgeois has not only given direction to our organization, he has given purpose and meaning to our values, mission, and ideals. SFMD employees now experience a positive working environment and one that allows for their continued success. I can't recall a time in our history where every member enjoyed coming to work and loss of prominent employees to other neighboring agencies was non existent.

These are truly exciting times for Superstition Fire Medical District and the memberships of L2260, SFMD Chapter would like this fire board to know just how much we appreciate, trust, and respect all that Chief Bourgeois has done for our organization and the community.

Sincerely,

Brian White
V.P. SFMD Chapter
Local 2260

Governing Board Meeting – November 19, 2014

Agenda Item: 13

BOD#: 2014-11-12

Agenda Item Title:

Discussion and possible action regarding the fire chief's compensation.

Submitted By:

Governing Board

Background/Discussion:

The fire chief's contract states, *"After the first year of this agreement, the board will review, evaluate and possibly adjust the compensation, benefits, and all other terms and conditions of this agreement on an annual basis."* (Item 6c). The contract start date was 11/1/2012.

Recommended Motion:

TBD

Financial Impact/Budget Line Item:

N/A

Enclosure(s):

Fire Chief Market Survey

Fire Chief Market Survey	
City/Fire District	Current Pay
Queen Creek Fire Department	\$133,003.00
Chandler Fire Department	\$177,211.00
Gilbert Fire and Rescue	\$156,329.00
Golder Ranch Fire District	\$150,000.00
Mesa Fire and Medical Department	\$166,316.80
Northwest Fire	\$151,762.00
Scottsdale Fire Department	\$158,704.00
Sun City West Fire District	\$149,349.00
Sun Lakes	\$140,297.00
Tempe Fire Department	\$159,000.00

Superstition Fire & Medical District	\$140,000.00
---	---------------------

Average Current Pay **\$154,197.18**

Percent Below Average Current Pay **10.14%**

Adjustment Needed to Reach Average Current Salary **\$14,197.18**

Governing Board Meeting – November 19, 2014

Agenda Item: 14

BOD#: 2014-11-13

Agenda Item Title:

Chief's Report

Background / Discussion:

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

- Statistical Reports for October.

Governing Board Meeting – November 19, 2014

Agenda Item: 15

BOD#: 2014-11-n/a

Agenda Item Title:

Announcements

Background / Discussion:

The BOD and/or staff may share information at this time.

Governing Board Meeting – November 19, 2014

Agenda Item: 16

BOD#: 2014-11-14

Agenda Item Title:

Adjournment

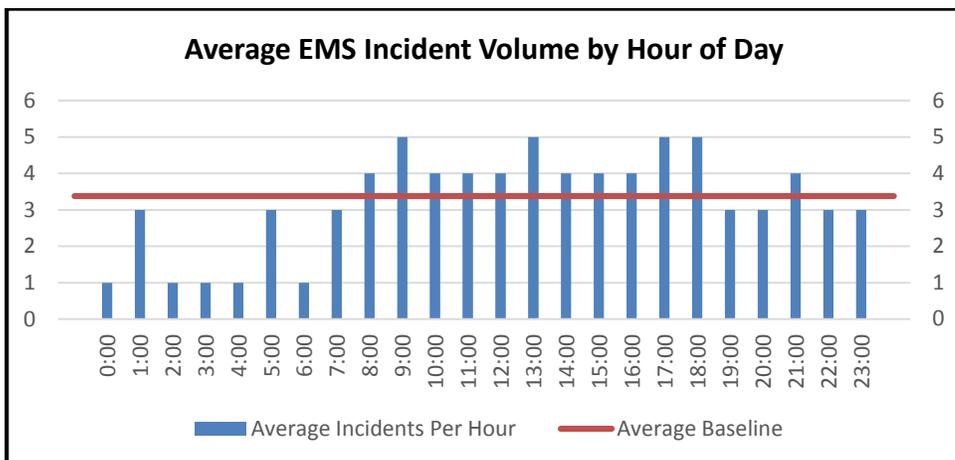
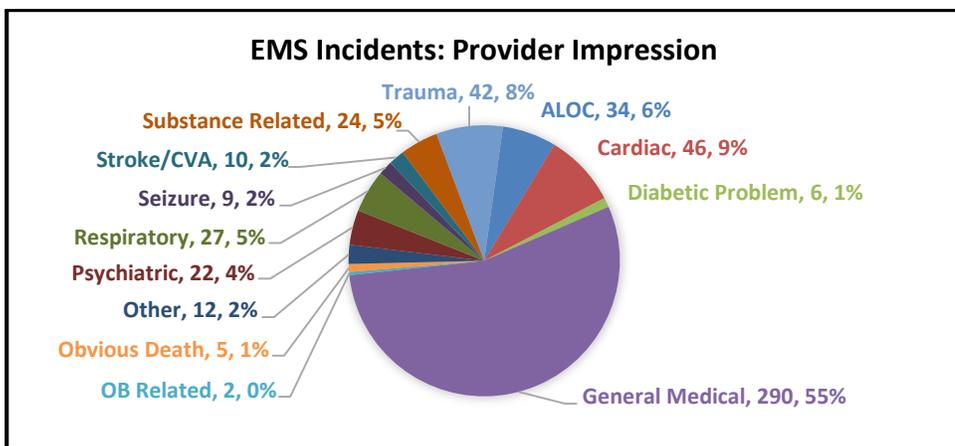
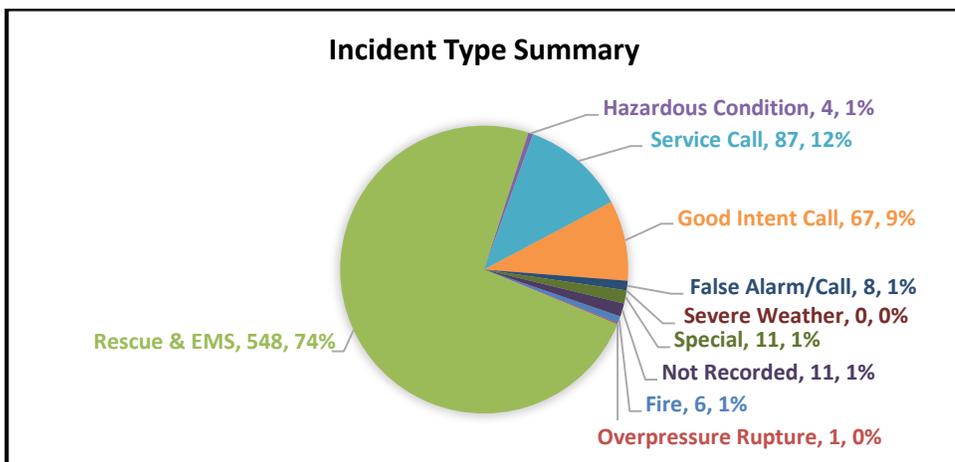
Recommended Motion:

"Motion to adjourn the board meeting."

Superstition Fire & Medical District October 2014 - Monthly Report

Average Travel Time				
	<u>Metro</u>	<u>Urban</u>	<u>Suburban</u>	<u>Rural</u>
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	4:13	4:45	4:51	6:25
Average Travel Time District Wide	4:37			

Dispatches by Unit		
<u>Unit</u>	<u>Dispatches</u>	<u>Fiscal YTD</u>
B261	28	89
E261	272	998
E262	90	340
L263	292	1020
L264	97	335
E265	43	164
TRV263	2	11
U262	6	21
R264	0	2
BR262	1	7
BR263	0	10
BR265	3	14
RH264	11	26



Population Density Definitions

Metropolitan
An area with a population density of 3,000 or more people per square mile. <i>15%</i>
Urban
An area with a population density of 2,000-2,999 people per square mile. <i>8%</i>
Suburban
An area with a population density of 1,000-1,999 people per square mile. <i>10%</i>
Rural
An area with a population density of 0-1,000 people per square mile. <i>67%</i>

Superstition Fire & Medical District October 2014 - Operational Report

Community Services & Activities

Description	Oct 2014	Fiscal YTD
Blood Pressure Check Events	12	39
Car Seats Installed/Placed	7	32
CCR Demonstrations	0	1
CCR Demo Students	0	10
Community Events/Festivals	10	18
Community PSAs Produced	0	1
CPR & 1st Aid Classes	1	6
CPR & 1st Aid Students	5	42
CPR & AED Classes	1	7
CPR & AED Students	1	48
Fire Investigations	2	12
Fire Station Tours	1	3
Inspections - Business	5	35
Inspections - Specialty/Complaint	8	30
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	1	4
Neighborhood Canvass - Post-Fire	1	3
Plan Reviews	14	50
Safety Classes - Fire & Water	4	10
School - Fire Drills	0	10
School - Pub Ed Classes	9	10
Smoke Alarms Placed	15	61

Injury Report

	Oct 2014	Fiscal YTD
Injuries	5	9
Exposures	4	4
Sharps	0	1

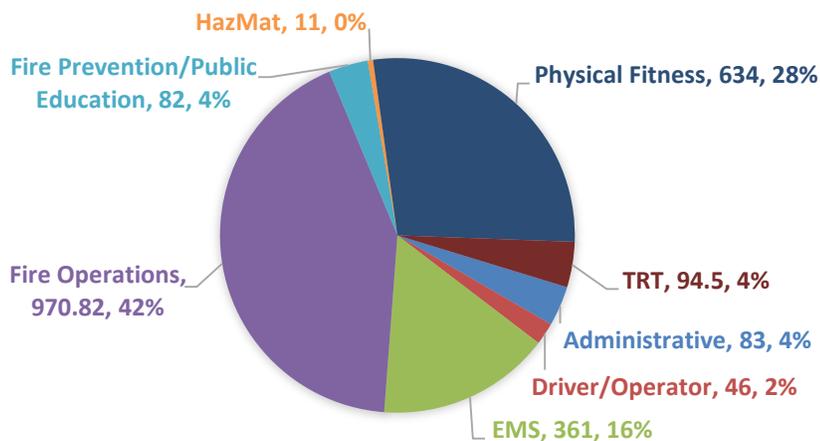


Assistant Chief Jerome Schirmer and Battalion Chief Rick Ochs at the SFMD Fire Prevention Week Event at Bashas' of Gold Canyon - October 5, 2014



Fire Chief Paul Bourgeois swearing in SFMD's eight Firefighter Recruits - October 9, 2014

Training Hours Categories



Mobile Home Fire at Palmas Del Sol Mobile Home Park - 3400 block of S. Ironwood Dr. October 3, 2014