

Superstition Fire and Medical District

Board of Directors

January 20, 2016



Board Chairman Jeff Cross
Board Clerk Gene Gehrt
Board Director Todd House
Board Director Charlie Fox
Board Director Jason Moeller

Superstition Fire & 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 & Medical District Governing Board will hold a meeting on **Wednesday January 20, 2016**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting 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 December 2015 financial reports and bank reconciliations. **(BOD #2016-01-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2016-01-02)**
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 #2016-01-03)**
 - a) Board Meeting Minutes from December 16, 2015
 - b) Purchase of equipment to outfit a Battalion Chief Truck
5. Discussion and possible approval for the SFMD's Financial Statements and Independent Auditor's Report for the fiscal year ending June 30, 2015. As required by Arizona Revised Statutes §48-253, submitted by Henry & Horne, LLP. **(BOD #2016-01-04)**
6. Presentation regarding the overall performance of the District's 457 Deferred Compensation plan and related Nationwide Retirement fund portfolio. **(BOD #2016-01-05)**
7. Discussion and possible approval to amend the current Fee Schedule for District Fire and Medical Records Requests. **(BOD #2016-01-06)**
8. Possible adoption of Resolution 2016-01: Acknowledgment of Serious Fire District Financial Crisis. **(BOD #2016-01-07)**
9. Discussion and possible approval of the Fire Chief's updated contract. **(BOD #2016-01-08)**
10. Senior Leadership Team Reports **(BOD #2016-01-09)**
 - a) Fire Chief
 - b) Emergency Services
 - c) Technical & Community Services
 - d) Administrative Services
 - e) Financial Services
11. Announcements **(BOD #2016-01-n/a)**
12. Adjourn **(BOD #2016-01-10)**



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 January 12, 2016

At: 1700 Hours

By: Jasmin Jones

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



Governing Board Meeting – January 20, 2016

Agenda Item: 1

BOD#: 2016-01-01

Agenda Item Title:

Review and approval of the December 2015 financial reports and bank reconciliations.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

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), Transport Services (150), 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), Transport Services (150), 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.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

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

*Financials provided under separate cover

Recommended Motion:

"Motion to approve the December 2015 financial reports and bank reconciliations."



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **December 2015**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Bond Proceeds (300) Fund
 - e. Special Projects (400) Fund
 - f. Debt Principle (500) Fund
 - g. Debt Interest (600) Fund

Jeff Cross, Board Chairman

Date



Governing Board Meeting – January 20, 2016

Agenda Item: 2

BOD#: 2016-01-02

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.

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

15 Years of Service

Fire Captain **Rob Bessee**

January Service Anniversaries:

27 Years of Service

Fire Engineer **John Christensen**

13 Years of Service

Fire Engineer / Medic **Chuck Hanson**

Special Recognition

Badge Pinning

Fire Captain **Dave Pohlmann**

Firefighter of the Year

Fire Captain **Dave Pohlmann**



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Governing Board Meeting – January 20, 2016

Agenda Item: 3

BOD#: 2016-01-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



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Governing Board Meeting – January 20, 2016

Agenda Item: 4

BOD#: 2016-01-03

Agenda Item Title:

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

- a) Board Meeting Minutes from December 16, 2015 – **Appendix A**
- b) Purchase of equipment to outfit a Battalion Chief Truck – **Appendix B**

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for January 20, 2016.”



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Governing Board Meeting – January 20, 2016

Agenda Item: 5

BOD#: 2016-01-04

Agenda Item Title:

Discussion and possible approval of the Fire District's Independent Auditor's Report and related financial statements for the fiscal year ending June 30, 2015, as required by Arizona Revised Statutes §48-253, and as presented by Marilyn Mays, CPA, Partner – Henry & Horne, LLP – Certified Public Accountants.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

The District's annual audit was completed as required by A.R.S. §48-253. Ms. Mays will be attending the Board meeting to present information regarding the audit, and will be available to answer questions from the Board.

Financial Impact:

N/A

Enclosure(s):

A hardcopy of the Audit Report will be provided to Board Member's at the Board Meeting.

Recommended Motion:

"Motion to approve the Fire District's Independent Auditor's Report and related Financial Statements for the fiscal year beginning July 1, 2014 and ending on June 30, 2015, as submitted by Marilyn Mays, CPA, and to direct Staff to submit the auditor's report to Pinal County and Maricopa County as required by ARS§48-253."



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HENRY & HORNE, LLP
Certified Public Accountants

Board of Directors and
Paul Bourgeois, Fire Chief
Superstition Fire & Medical District

We have audited the financial statements of Superstition Fire & Medical District for the year ended June 30, 2015, and have issued our report thereon dated December 31, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit.

Our Responsibility under Auditing Standards Generally Accepted in the United States of America

As stated in our engagement letter dated May 8, 2015, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we considered the internal control of Superstition Fire & Medical District. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. Such matters are communicated in the remainder of this letter or have previously been communicated during other phases of the audit. However, the standards do not require us to design procedures specifically to identify such matters.

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Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Superstition Fire & Medical District are described in Note 1 to the financial statements. As described in Note 1, Superstition Fire & Medical District implemented Governmental Accounting Standards Board Statement (GASB) 68, *Accounting and Financial Reporting for Pensions*, as amended by GASB Statement 71, *Pension Transition for Contributions made Subsequent to the Measurement Date*. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Revenues, Expenses and Changes in Net Position and described in Note 5. We noted no transactions entered into by Superstition Fire & Medical District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Due to the nature of the District and its operations, there are no estimates that are particularly sensitive.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Attached is a summary of adjustments made to the financial statements that have been recorded by management. Other than those that are trivial, we did not identify any uncorrected misstatements to the financial statements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the attached copy of the management representation letter dated December 31, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the District’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management’s Discussion & Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Other Supplementary Information, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This communication is intended solely for the information and use of Superstition Fire & Medical District's Board and management and is not intended to be and should not be used by anyone other than these specified parties.

Henry + Horne LLP

Casa Grande, Arizona
December 31, 2015

December 31, 2015

Henry & Horne, LLP
1115 E Cottonwood Lane, Suite 100
Casa Grande, AZ 85212

This representation letter is provided in connection with your audit(s) of the financial statements of Superstition Fire & Medical District, which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of June 30, 2015, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of December 31, 2015, the following representations made to you during your audit.

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 8, 2015, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or

payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed.
- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the District from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of Board of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the District and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions of which we are aware.
- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 24) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 26) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 30) The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.
- 31) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 32) Components of net position (net investment in capital assets; restricted; and unrestricted) , and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 33) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 34) Provisions for uncollectible receivables have been properly identified and recorded.
- 35) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

- 36) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 37) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 38) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 39) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 40) We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 41) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 42) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 43) We have reviewed and approved all adjustments summarized in the accompanying schedule that were made to the financial statement records for the period covered by this letter.
- 44) In regards to the nonattest services (including nonattest services to affiliates), we have:
 - a. Assumed all management responsibilities.
 - b. Overseen the services by designating an individual who possesses suitable skill, knowledge, or experience.
 - c. Evaluated the adequacy and results of the services performed.
 - d. Accepted responsibility for the results of the services.

The nonattest services provided by you are:

- a. Preparation of financial statements and related notes
- b. Proposing entries affecting the financial statements
- c. Preparing Governmental Accounting Standards Board Statement No 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, conversion entries

Furthermore, we have reviewed and approved the financial statements and related notes.

45) With respect to the Budget to Actual Schedules:

- a) We acknowledge our responsibility for presenting the Budget to Actual Schedules in accordance with accounting principles generally accepted in the United States of America, and we believe the Budget to Actual Schedules, including their form and content, are fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the Budget to Actual Schedules have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b) If the Budget to Actual Schedules are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

Signature: *J.P. Boy's*
Title: *Fire Chief*

Signature: *Roger Wood*
Title: *Finance Director*

Governing Board Meeting – January 20, 2016

Agenda Item: 6

BOD#: 2016-01-05

Agenda Item Title:

Presentation regarding the overall performance of the District's 457 Deferred Compensation plan and related Nationwide Retirement fund portfolio.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

The District has retained Chuck Sklader, Registered Investment Advisor from SST Benefits Consulting to advise the Board on the overall performance of the 457 Deferred Compensation 457 Fund and the associated Nationwide Retirement fund provider.

Mr. Sklader will provide information regarding the following:

- The District's 457 / Nationwide Retirement fund performance in comparison to comparable benchmarks and key investment market drivers for 2015.
- Data on the overall asset growth of the District's 457 Deferred Compensation program.
- Feedback from employee participants regarding Nationwide Retirement's and Galloway Asset Management's employee service.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – January 20, 2016

Agenda Item: 7

BOD#: 2016-01-06

Agenda Item Title:

Discussion and possible approval to amend the current fee schedule for District Fire and Medical Records Requests.

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Mike Farber

Background/Discussion:

The Fire District charges a fee of \$ 10.00 for fire and medical records for third party requests from insurance companies and attorneys. This fee structure has remained in place for more than ten years.

With the new Transportation Services Division beginning services on January 4, 2016, the District anticipates a significant increase in record requests. As stated in the December Board of Directors meeting, the District would like to increase the fees for records requests to \$20.00. The District will continue to provide copies of records for free to residents of the District requesting their own records.

Staff Recommendation:

Approval of updating fee schedule

Financial Impact:

Increase District Revenue \$400-\$500

Enclosure(s):

N/A

Recommended Motion:

“Motion to approve amending the fee schedule for District records requests for third party entities from \$10.00 to \$20.00.”



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Governing Board Meeting – January 20, 2016

Agenda Item: 8

BOD#: 2016-01-07

Agenda Item Title:

Possible adoption of Resolution 2016-01: Acknowledgement of Serious Fire District Financial Crisis.

Submitted By:

Board Chairman Jeff Cross

Background/Discussion:

Fire Districts across the State of Arizona are formalizing Resolutions for their Governing Boards to support the Arizona Fire District's Association Legislative Agenda.

Staff Recommendation:

Adoption of Resolution 2016-01

Financial Impact:

N/A

Enclosure(s):

Resolution 2016-01: Acknowledgement of Serious Fire District Financial Crisis

Recommended Motion:

"Motion to adopt Resolution 2016-01: Acknowledgement of the Serious Fire District Financial Crisis."



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**SUPERSTITION FIRE & MEDICAL DISTRICT
BOARD OF DIRECTORS RESOLUTION 2016-01
(Acknowledgment of Serious Fire District Financial Crisis)**

A RESOLUTION OF THE GOVERNING BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT DECLARING SUPPORT FOR A SOLUTION TO THE CRITICAL FINANCIAL CRISIS FACING ARIZONA FIRE DISTRICTS.

WHEREAS, the Superstition Fire & Medical District's mission is to preserve life, protect property, and add value to our community; and

WHEREAS, Arizona fire districts seek to provide the most efficient, safe, and effective fire/rescue/emergency medical services to their communities, and;

WHEREAS, it is in the best interest of Superstition Fire & Medical District to support and advocate for the competent, professional, and capable response of emergency fire & medical services to incidents that threaten the loss of life or property within all Arizona Fire Districts; and

WHEREAS, due to current legislative constraints, many Arizona Fire Districts are being forced to implement massive service cuts including closing fire stations and reducing staffing, resulting in increased response times and leaving the public vulnerable when seconds count, and

WHEREAS, the Superstition Fire & Medical District supports legislative reform by way of "local control", where elected fire board officials would establish tax rates commensurate with the unique needs of their communities, as a reasonable and prudent means to resolving this issue; recognizing that two state mandated Fire District funding constraints are already in place;

NOW, THEREFORE, BE IT RESOLVED as follows: that the Superstition Fire & Medical District Governing Board calls upon the representatives and officials of the State of Arizona to take any and all steps necessary in support of this Resolution to approve the transfer of tax rate control to local voters.

RESOLVED AND ADOPTED by the Governing Board of Superstition Fire & Medical District at a duly noticed meeting held on Wednesday, January 20, 2016.

ATTEST:

Jeff Cross, Board Chairperson

Gene Gehrt, Board Clerk



Governing Board Meeting – January 20, 2016

Agenda Item: 9

BOD#: 2016-01-08

Agenda Item Title:

Discussion and possible approval of the Fire Chief's updated contract.

Submitted By:

Legal Counsel Donna Aversa

Board Clerk Gene Gehrt

Background/Discussion:

The Fire Chief's Contract has been updated by direction of the Board to Staff to reflect the suggested language regarding vacation usage, his evaluation being based on the Operational and Succession Plan, and updated the date through December 31, 2020.

Staff Recommendation:

Approval of the Fire Chief's Contract as stated.

Financial Impact:

N/A

Enclosure(s):

Fire Chief's Contract

Recommended Motion:

"Motion to approve the Fire Chief's Contract through December 31, 2020, with updates as stated."



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Employment Agreement

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the 20th day of January, 2016 (the “Effective Date”) by and between Superstition Fire & Medical District, a duly formed fire district (the “District”) as the Employer and Paul Bourgeois, (the “Chief”) as the Employee.

Recitals

- A. The Chief has been employed by the District as its fire chief since November 1, 2012.
- B. The District desires to continue the Chief’s employment as set forth in this Agreement:
 - 1. to provide inducement for the Chief to remain in the District’s employment for the stated term of this Agreement;
 - 2. to provide an environment promoting productivity, innovation, and professional development mutually beneficial to the District and the Chief; and,
 - 3. to provide the means by which the Agreement may be terminated by either the District or the Chief.
- C. The Chief desires to accept employment as the District’s fire chief upon the terms and conditions set forth in this Agreement.

For valuable consideration and the mutual covenants contained in this Agreement the parties agree as follows.

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Term.
 - a. This Agreement is effective upon the Effective Date as set forth above through December 31, 2020.
 - b. The Board, at its option, upon the anniversary date of this Agreement, may at its option, roll forward the termination date of this Agreement thereby extending the termination date forward by one year increments.
 - c. References to the term of the Agreement include the original term and any successive term.
 - d. Written notice shall be provided to the Chief at least nine months in advance of the expiration date of the term of the Agreement. Failure to renew said Agreement shall constitute termination upon expiration of the term of the Agreement.
 - e. Upon mutual agreement of the District and the Chief, the Chief may continue to function in the role of the District’s fire chief until the District selects a replacement or through the remainder of the term of the Agreement. In the absence of a mutual agreement, the Chief shall be free of all obligations of service to the District and the District shall maintain the Chief on the District payroll as an employee of the District until the expiration of the term of the Agreement (the “Stay On Period”). During any Stay On Period, all salary and benefits shall remain in full force and effect.
 - f. In the event the Chief voluntarily resigns prior to the expiration of the term of this Agreement, then the Chief shall give the District’s governing board sixty days advance notice unless the parties agree otherwise.

- g. The Chief agrees to remain in the exclusive employment of the District during the term of this Agreement. The Chief is expressly permitted to undertake, whether or not compensation is paid to the Chief, teaching, writing, speaking or consulting engagements beneficial to the Chief's personal and career development or to increase the District's profile. These occasional activities are allowed provided they do not interfere with the Chief's duties and responsibilities to the District or a present a conflict of interest with the District. *De minimis* use of District equipment for such purposes is hereby authorized.
3. Fire Chief Powers and Duties. The Chief shall carry out the functions and duties as the District's fire chief as set forth in the District's fire chief job description as it may be amended from time to time and as required or reasonably necessary under Federal, State and local laws, ordinances and regulations. In addition:
- a. The Chief shall enforce the provisions of the District's policies as currently in effect and as may be amended from time to time.
 - b. Neither the District's governing board nor any of its members shall direct or request the appointment of any person to, or removal from, office by the Chief or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the District, except where expressly provided for by District Personnel Policy or state law.
 - c. The District's governing board and its members shall deal with employees of the District solely through the Chief.
 - d. Neither the District's governing board nor shall any individual board member give orders or direction to any District employee other than the Chief, either publicly or privately.
 - e. The Chief is authorized to take instruction from the District only through action of a majority of a quorum at a properly noticed board meeting. The Chief is not authorized to take instruction from one board member who has not been authorized to do so by action of a majority of a quorum at a properly noticed board meeting.
 - f. The Chief shall be the District's chief administrative and operations officer. He may head one or more departments and shall be responsible to the District's governing board for the proper administration of all affairs of the District. To that end, he shall have the power and be required to appoint and, when necessary in his judgment for the good of the District, suspend or remove all officers and employees of the A, except as otherwise provided by the District's Personnel Policy or state law. He may delegate said authority to the head of a department or office regarding their subordinates.
 - g. Prepare the budget annually, including all funds of the District, without exception, and submit it to the District's governing board together with a message describing the important features, and be responsible for its administration after adoption.
 - h. Prepare and submit to the District's governing board, as of the end of the fiscal year, a report on the finances and administrative activities of the District for the preceding year.
 - i. Keep the District's governing board advised of the financial condition and future needs of the District, and make such recommendations as he shall deem advisable.
 - j. Recommend to the District's governing board, adoption of a pay and compensation philosophy and policy, which shall guide his administration of the compensation system.

- k. Recommend to the District's governing board, adoption of such measures as he may deem necessary for the health, safety, and welfare of the community, as well as the improvement of the administrative services.
- l. Consolidate or combine offices, positions, departments, or units under his jurisdiction.
- m. Attend all meetings of the District's governing board, unless excused, and take part in the discussion of all matters coming before the District's governing board.
- n. Supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget; administer contracts necessary for the operation and maintenance of District services as provided for in the District's Purchasing Policy; receive sealed bids for purchases or contracts and present them to the District's governing board for approval, and advise the District's governing board on the advantages or disadvantages of contract and bid proposals; and issue rules governing purchasing procedures within the administrative organization
- o. See that all laws and ordinances are duly enforced.
- p. Investigate the affairs of the District or any department or division thereof. Investigate all complaints in relation to matters concerning the administration of the government of the District, and concerning service maintained by the public utilities in the District, and see that all franchises, permits, and privileges granted by the District are faithfully observed.
- q. Perform other such duties as may be required by the District's governing board, consistent with the District's Personnel Policy, law or ordinances, or this Agreement.

4. Termination.

- a. The District shall use its best efforts to fund the position of Fire Chief; however, the parties acknowledge that this Agreement shall terminate in the event the funds are unavailable or are not appropriated by the District for payment pursuant to this Agreement.
- b. If breach of contract is declared by either party following written notice specifying a material breach of the terms and conditions of this Agreement and a 30-day cure period for either the District or the Chief to cure the default, this Agreement shall terminate.
 - 1) The District may terminate the Chief's employment prior to the expiration of the original term or any extension of the terms only for cause. Termination for cause shall require a vote of at least four members of the District's governing board at a duly authorized public meeting. For purposes of this Agreement, cause shall be defined as any of the following:
 - i. The Chief's failure to or deficiency in carrying out his obligations and responsibilities under this Agreement,
 - ii. The Chief's failure, refusal, or deficiency in following reasonable policies or directives established by the Board after written notice from the District's governing Board and thirty days opportunity to cure the failure or deficiency.
 - iii. The Chief's conviction of any felony.
- c. If the Chief resigns, following an offer by the District's governing board to accept his resignation in lieu of pursuing termination for cause, the agreement terminates as of the effective date of the resignation.
- d. During the six (6) months immediately following the seating and swearing in of one or more new District governing board members, and during such time as the Chief is willing and able to perform the duties under this agreement, the District may terminate

the Chief's employment subject to the District's obligations as set forth in paragraph 5(b) below.

- e. In the event the Chief should become permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of 180 days beyond any accrued leave, the District's governing board shall have the right to terminate this agreement subject to the District's obligations as set forth in paragraph 5(a) below.

5. Benefits upon Termination.

- a. In the event the Chief's employment is terminated due to death or disability as defined in Section 4(e) above:
 - 1) The District shall provide to the Chief, or payable on the Chief's behalf, an amount for the balance of the current term of this Agreement not to exceed 12 months of salary and deferred compensation at the Chief's then current rate of pay. The contract benefit shall be paid in a lump sum unless agreed upon by the District and the Chief.
 - 2) The District shall continue to provide medical coverage in a plan reasonably similar to the benefits as received immediately prior to such death or disability for a period of twelve months. Further, in the event the Chief's employment is terminated by death or disability, the District will pay to the Chief or on his behalf the accrued and unused balance of sick leave and vacation time at the same rate as provided under the District's policy then in place.
- b. In the event the Chief's employment is terminated by a successor Board as set forth in Section 4(d) above:
 - 1) The District shall pay the Chief an amount representing salary and deferred compensation in an amount equal to the balance of unexpired term of the Agreement not to exceed 12 months.
 - 2) This amount will be deemed liquidated damages as a mutually negotiated and agreed upon amount for a waiver and release of any claims arising from this Agreement.
- c. If the Chief's employment is separated by the Chief's resignation, default, for cause or because of a felony conviction as set forth in Section 4(b) above, the District shall not be obligated beyond any accrued salary and benefits as of the date of termination.
- d. If the Chief's employment is terminated because of the District's default, the District will be obligated to the Chief for liquidated damages as set forth in paragraph 5(b) above.

6. Salary. The Chief's annual base salary shall be \$155,000.

7. Holidays. The Chief shall have the same paid holidays as administrative personnel including one floating holiday per year.

8. Deferred Compensation.

- a. Employer agrees to pay the Chief annual Deferred Compensation of \$15,000. Deferred Compensation. Fifty percent of the annual amount shall be paid to the District's deferred compensation carrier, on or within seven days following the first pay period after January 1 and the remaining fifty percent on or within seven days following the first pay period after July 1 of each year including the year 2013.
- b. Partial years will be prorated. To the extent permitted by the District's deferred

compensation plan as then in effect, the District will transfer ownership of said plan or retirement fund to an appropriate account of the Chief's choice upon termination of the Chief's employment, whether voluntary or involuntary.

9. Vacation and Sick Leave.

- a. To avoid forcing the Chief to use or lose a fixed amount of vacation leave at times inconvenient to the District, or to the Chief or to both, and in lieu of a set amount of annual vacation hours, Chief is expected to use professional judgment and discretion to administer his vacation leave. Chief shall administer his use of vacation time in a manner that:
 - b. reflects his responsibilities as the District's Fire Chief;
 - c. recognizes his responsibilities as the District's Fire Chief to be accessible and accountable to the District virtually 24/7;
 - d. manages his time to ensure a healthy and productive work and personal life balance; and,
 - e. sets an example to District employees of a healthy and productive work and personal life balance.
- f. Chief's use of vacation and sick leave shall be reported to and recorded by the District's Finance Director.
- g. Chief shall continue to accrue sick leave at the rate consistent with that of a 23 year employee of the District. Chief shall use sick leave according to District's policy as may be amended from time to time.
- h. In the event of termination by death or disability, as set forth in paragraph 4(e) above, the District will pay the Chief, or on behalf of the Chief, an amount equal to his sick and vacation leave balances at the Chief's then current rate. For the purpose of calculating the Chief's unused balance of leave, vacation leave balance shall be based on a 200 hour annual guideline.
- i. In the event of separation for any reason, other than death or disability as set forth above, the Chief shall not be paid for any unused balances of sick or vacation time.

10. Retirement Benefits. The Chief shall be covered and governed by the same retirement system as all of the District's public safety employees.

11. Insurance. To the fullest extent allowed by law, the Chief shall be covered by the same medical and dental plans as all other employees except that District shall pay the Chief's "employee share" of premiums for the Chief and his dependents, and that coverage shall be in full force and effect immediately upon the effective date of this Agreement.

12. Automobile. The District shall provide the Chief with an appropriate take-home vehicle for District business, representing the District at civic and professional events and reasonable ancillary use. The District shall be responsible for all costs associated with the operation and maintenance of the vehicle. In the event the Chief uses his personal vehicle for District related travel, the District will reimburse the Chief at the same rate as employees are reimbursed.

13. Allowances.

- a. The District will reimburse the Chief up to \$700 annually for District uniforms and professional District logo clothing.
- b. District will reimburse the Chief up to \$130 per month for a cell phone/data plan that is on the same carrier as used by the District.

14. Contract Review. The District shall provide a one-time allowance to reimburse the Chief up to \$500.00 for legal and/or financial review of this Agreement by the professionals of his choice.
15. Other Benefits. All provisions of the District's Personnel Policy, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Chief as they would to all other employees of the District, in addition to said benefits enumerated specifically for the benefit of the Chief herein.
16. Professional Development.
 - a. The District agrees to budget for the Chief's reasonable professional development mutually beneficial to the Chief and the District including but not limited to the following:
 - 1) Technology, including a laptop computer with data access, for District use and reasonably ancillary use including for educational and professional development purposes.
 - 2) Tuition, dues, subscriptions, travel and related expenses of the Chief for professional education, participation, meetings and occasions to continue his professional development.
 - 3) Participation on District time may include, but is not to be limited to the International Association of Fire Chiefs, Arizona Fire District Association, International City/County Management Association, Arizona Fire Chief's Association, Fire Department Safety Organization and other national, regional, state and local fire service, emergency medical service, public safety or governmental groups and committees thereof which the Chief serves as a member or in which his participation is beneficial to the District, as well as associated short courses, institutes, and seminars.
 - 4) Participation, including membership, in civic organizations which may promote the District's mission by raising the District's profile in community matters.
 - 5) In addition to participation, the District encourages the Chief to attain positions of leadership in the organizations described in this Paragraph 16.
17. Performance Evaluation.
 - a. The Governing Board will evaluate the Chief's performance at least annually in September.
 - b. The Chief of Administrative Services or their designee will coordinate with the Governing Board and the Chief the timing and process of bringing the Chief's performance evaluation before the Governing Board.
 - c. The Chief's performance review:
 - 1) Shall be in accordance with specific criteria, format and process developed and mutually agreed upon, from time to time, by the District's governing board and the Chief.
 - 2) Shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results and shall encourage dialogue between the Board and the Chief.
 - 3) Shall result in the Board and the Chief's joint definition of such goals and performance objectives that they determine necessary for the efficient and effective operation of the District, and in the attainment of the District's policy objectives and shall further establish a relative priority among those various goals

and objectives; the goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified, and the annual operation budget and capital budget and appropriations provided.

- d. In determining the Chief's salary and benefits, the Board and the Chief shall give consideration on an annual basis, prior to adoption of a tentative budget, to adjust the Chief's compensation following an annual performance evaluation and the acceptable performance of duties.

18. Hours of Work.

- a. The Chief's duties and responsibilities on behalf of the District require substantial time outside the office environment and outside the normal business hours. Accordingly, Chief is expected to use his professional judgment in flexing his work schedule any day, week, or month.
- b. The Chief shall keep the District's office advised to his schedule.
- c. As both parties mutually agree, maintaining physical fitness is imperative to success and performance as a Fire Chief. Therefore the District governing board encourages the Chief to exercise regularly and to maintain a reasonable level of fitness setting an example for personnel. The District recognizes reasonable physical fitness activities may account for part of the Chief's "work day" provided it does not interfere with the Chief's other duties and responsibilities.

19. Suspension.

- a. Employer may suspend the Chief.
- b. In the event the Board places the Chief on administrative leave pending an investigation, the suspension shall not be considered disciplinary; and shall be for a time reasonably determined by the Board; and, shall be paid.
- c. In the event the Board places the Chief on disciplinary suspension, the suspension shall be without pay for a period of up to one week.
 - 1) A disciplinary suspension may occur upon:
 - i. A determination of cause by a vote of 4 of the District's governing Board, or.
 - ii. Consent by the Chief.
 - 2) For purposes of this Paragraph 19, cause shall be determined following an opportunity for the Chief to be heard by the District's governing board following at least 10 calendar day's written notice to the Chief.
 - i. The Board's determination of cause shall be guided by District policy, as may be amended from time to time, and is not limited to but includes any the following:
 - a) willful neglect of duty,
 - b) felony or misdemeanor that reflects negatively on the ability to perform his duties,
 - c) violation of honesty or sobriety; or
 - d) any other act of similar nature, or of the same or greater seriousness.

20. Indemnification.

- a. The District shall defend, hold harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or

- otherwise, arising out of an alleged act or omission occurring in the performance of his duties as the Chief.
- b. Employer will compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to the Chief by the District, as described herein, for any acts undertaken or committed in his capacity as the District's fire chief regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following his employment with Employer.
 - c. The District will reimburse the Chief, as reasonably necessary, up to \$1,000 in any fiscal year for reasonably attorney's fees and associated legal expenses for consultation with the attorney of his choice when regarding potential personal liability arising from District matters.
 - d. The District's obligation to indemnify and hold harmless survives the termination of this Agreement.
21. Conflict of Interest Prohibition. It is further understood and agreed that because of the duties of the Chief within and on behalf of the Superstition Fire & Medical District and its citizenry, the Chief shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Superstition Fire & Medical District, without prior approval of the District's governing board.
22. General Provisions. The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief.
- a. This Agreement shall become effective upon adoption and approval by the District's governing board.
 - b. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
23. Beneficiaries. This Agreement shall inure solely to the benefit of the Chief and District, and shall create no rights in any other person or entity.
24. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. §38-511.
25. Choice of Forum. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies.
26. Choice of Law. The parties hereby agree that the laws of the State of Arizona shall be applied to all provisions under this Agreement.
27. Claims Limitation of Action. No action shall be maintained by the Chief, his successors or assigns, against District on any claim based upon or arising out of this Agreement or out of

anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement.

28. Further Assurances. The District and the Chief will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement and for the better assuring and confirm benefits provided herein.
29. Headings. The Heading for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.
30. Preparation of Agreement. This Agreement has been prepared by the combined efforts of the Chief and the District, and is not to be construed against either party.
31. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Agreement or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this contract shall not be held to be a waiver of any other or subsequent breach of the Agreement.

IN WITNESS THEREOF, the Superstition Fire & Medical District has caused this Agreement to be signed and executed on its behalf by its Chairman and duly attested by its Clerk and the Chief has signed and executed this Agreement, both in duplicate, the day and date first written above.

Superstition Fire & Medical District

Fire Chief

By: _____
Its: Chairperson

Paul Bourgeois

Attest:

By: _____
Its: Clerk

Governing Board Meeting – January 20, 2016

Agenda Item: 10

BOD#: 2016-01-09

Agenda Item Title:

Senior Leadership Team Reports

- a. Fire Chief
- b. Emergency Services
- c. Technical & Community Services
- d. Administrative Services
- e. Financial Services

Background / Discussion:

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

- Statistical Reports for December 2015

Governing Board Meeting – January 20, 2016

Agenda Item: 11

BOD#: 2016-01-n/a

Agenda Item Title:

Announcements

Background / Discussion:

The BOD and/or staff may share information at this time.

Governing Board Meeting – January 20, 2016

Agenda Item: 12

BOD#: 2016-01-10

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



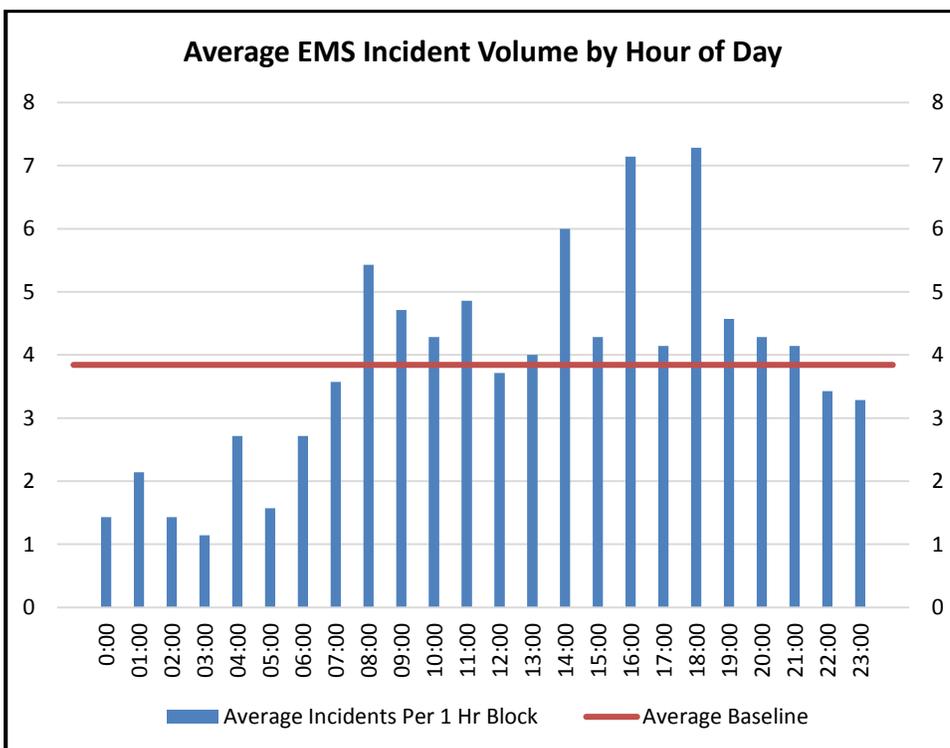
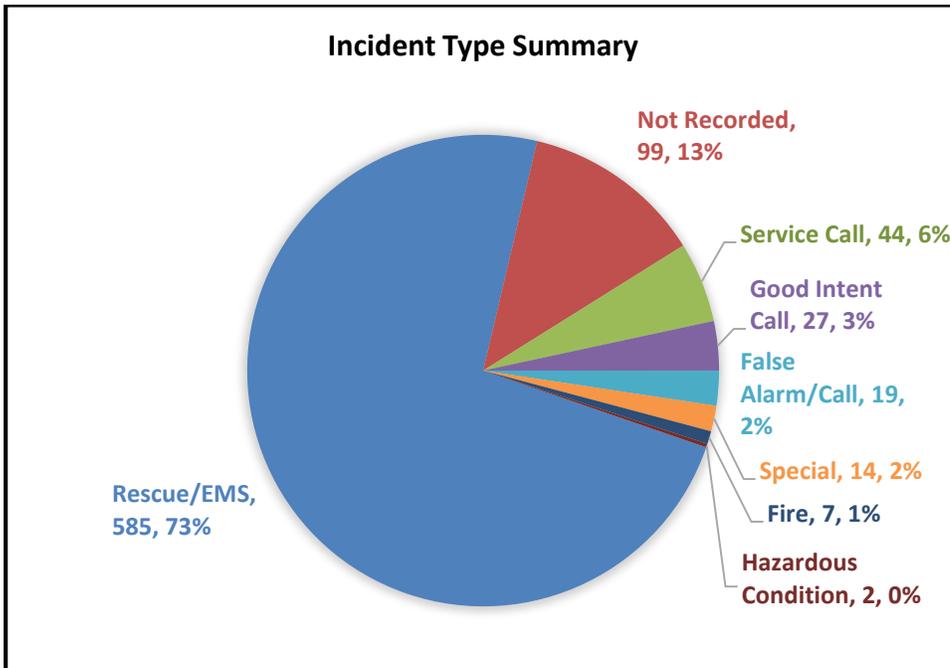
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Superstition Fire & Medical District December 2015 - Monthly Report

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	4:31	4:50	5:36	5:44
Average Travel Time District Wide	5:10			

Dispatches by Unit		
<u>Unit</u>	<u>Dispatches</u>	<u>Fiscal YTD</u>
B261	22	119
E261	267	1447
E262	88	523
L263	297	1560
L264	85	493
E265	45	244
CCU263	90	597
TRV263	0	4
U262	2	12
BR262	0	37
BR263	0	13
BR265	0	16
RH264	1	22



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 December 2015 - Operational Report

Community Services & Activities

Description	Dec 2015	Fiscal YTD
Blood Pressure Check Events	Unk.	45
Car Seats Installed/Placed	2	40
CCR Demonstrations	6	25
CCR Demo Students	417	906
Community Events/Festivals	8	38
Community PSAs Produced	0	2
CPR & 1st Aid Classes	0	5
CPR & 1st Aid Students	0	28
CPR & AED Classes	2	27
CPR & AED Students	7	116
Fire Investigations	2	5
Fire Station Tours	0	5
Inspections - Business	5	57
Inspections - Specialty/Complaint	3	74
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	1	1
Neighborhood Canvass - Post-Fire	0	1
Plan Reviews	10	89
Safety Classes - Fire & Water	1	12
School - Fire Drills	0	3
School - Pub Ed Classes	1	1
Smoke Alarms Placed	11	81

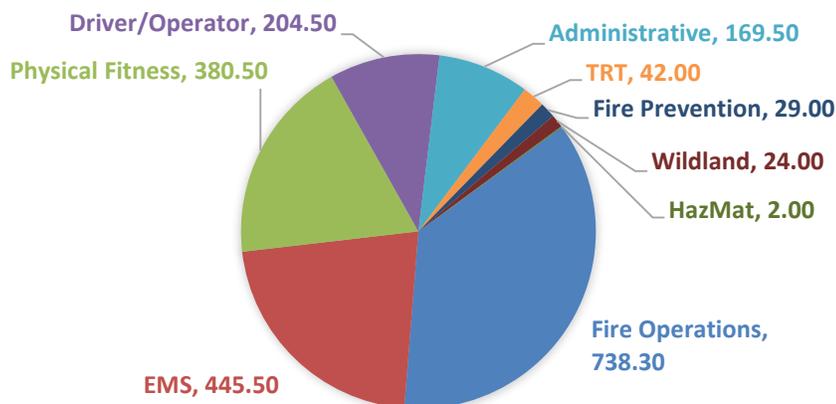
Injury Report

	Dec 2015	Fiscal YTD
Injuries	2	6
Exposures	0	0
Sharps	0	0

Responding to a house fire in Gold Canyon on December 22, 2015.



Training Hours Categories



Appendix A

a) Board Meeting Minutes from December 16, 2015

Submitted By:

Fire Chief Paul Bourgeois

Board Secretary Jasmin Jones

Background / Discussion:

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

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of December 16, 2015 board meeting minutes.

Enclosure(s):

December 16, 2015 Board Meeting Minutes



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**Governing Board Meeting Minutes
 December 16, 2015**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, DECEMBER 16, 2015. 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. Chairman Cross called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Director Fox.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Jason Moeller as present.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

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 November 2015 financial reports and bank reconciliations. (BOD #2015-12-01)*

Motion by Director House to approve the November 2015 financial reports and reconciliations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2015-12-02)*

Assistant Chief Dave Montgomery read the list of the following December Service Anniversaries

Fire Captain Jack Hafer	24 Years
Fire Captain / Paramedic Doug Taylor	23 Years
Deputy Fire Marshal / Paramedic John Suniga	23 Years
Mechanic I George Nasello	3 Years

Item 3: *Call to the Public. (BOD #2015-12-n/a)*
None

Item 4: *Consideration and possible approval of all consent agenda items listed below: (BOD #2015-12-03)*

- a) *Board Meeting Minutes from November 18, 2015*
- b) *Executive Session Meeting Minutes from November 18, 2015 (Personnel Matters).*
- c) *Executive Session Meeting Minutes from November 18, 2015 (Attorney Advice).*

- d) *Approval of 10 Panasonic Toughbook's CF-C2's for ePCR and Fire Reporting*
- e) *Amended and restated Intergovernmental Agreement with Topaz Regional Wireless Cooperative (TRWC)*

Motion by Director Moeller to approve consent agenda items for December 16, 2015. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Discussion and possible action regarding conflict of interest of potential conflict of interest of Governing Board Members. (BOD #2015-12-04)*

Legal Counsel Donna Aversa stated per ARS §38-503, in conjunction with the SFMD Governing Board By-Laws, Article II, Item #12, the Board should update its Disclosure Forms each December and be kept in a separate file. The board members each disclosed the following:

Chairman Jeff Cross stated he works for Mesa Fire & Medical Department, is a paying member of Local 2260, and is co-founder of White Helmet Tech which designs software for the fire service.

Clerk Gene Gehrt does not have a Conflict of Interest.

Director Todd House stated he is the Pinal County Supervisor.

Director Charlie Fox does not have a Conflict of Interest.

Director Jason Moeller stated he is a substitute nurse for the AJUSD, works in the Emergency Department at Gilbert Mercy, and is a Director on the Industrial Deployment Authority.

Item 6: *Approval of disclosure statement of meeting notice posting locations and dates for Superstition Fire & Medical District Governing Board meetings and Local Pension Board Meetings for 2016. (BOD #2015-12-05)*

Legal Counsel Donna Aversa stated this is a house keeping item per ARS §38-431.02(A)(3) the district is required to execute a Disclosure Statement identifying the locations where the district will post notices of its public meetings; including governing board meetings, and local pension board meetings. In addition to these locations, the district will continue to post its meeting notices and agendas on its website.

Motion by Clerk Gehrt to approve filing the disclosure statement with board meeting dates and times for 2016 with the Pinal County Board of Supervisors and for posting meeting notices and agendas on the district website. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Discussion and possible action regarding the approval and adoption of a planning calendar and process for the Fiscal Year 2016/2017 SFMD Revenue and Expenditure Budget. (BOD #2015-12-06)*

Finance Director Roger Wood referenced the enclosed Budget Planning Calendar for the 2016/2017 Fiscal Year. The schedule represents a streamlined version of similar and successful methodologies and processes used in the past years to ensure the most efficient use of Staff time.

Motion by Director House to adopt the Fiscal Year 2016/2017 Budget Planning Calendar as presented and to schedule the July Governing Board Meeting for Wednesday, July 13, 2016 at 5:30 p.m. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed.

Item 8: *Discussion and possible action regarding transferring funds for the January 1, 2016 Debt Services Interest Payment. (BOD #2015-12-07)*

Finance Director Roger Wood explained that this is a house keeping item for the GADA Debt Service Payment due on January 1, 2016.

Motion by Clerk Gehrt to authorize payment by executing letter of direction to Pinal County Treasurer's Office to wire transfer funds for the GADA debt service payments on December 31, 2015 due to U.S. Bank on January 1, 2016. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 9: *Discussion and possible approval providing the Finance Director with the authorization to transfer money between funds. (BOD #2015-12-08)*

Finance Director Roger Wood stated that the result of the launch of the Transport Services Division and the creation of the corresponding 150 Fund, combined with the way the Transport Services Division is being funded in its initial months / years, there is a need to transfer money between the 200, 150, and 100 funds on a periodic basis. For example, the Transport Services Division employee's payroll will be funded from the 100 fund, which creates the need for the 150 fund to reimburse the 100 fund.

He went on to explain to ensure timely availability of money in each fund, and to clarify / document the Governing Board's approval of all money transfer funds as needed to facilitate the District's business. Each transfer will be supported by a Transfer Request form which will; be included in the weekly check run, and will be signed by two Board Members prior to the money being transferred. As an additional control, each transfer will be documented in the monthly bank account reconciliations to provide the public and the Governing Board complete transparency.

The first request for authority to transfer money between funds represents transferring \$500,000 from the 200 fund to the 150 fund to establish the checking for the Transport Services payroll and payables activity.

Motion by Director House to approve the Finance Director with the authority to transfer money between funds based on a properly approved Transfer Request form signed by two Board Members, and approve the initial transfer of \$500,000 from the 200 fund to the 150 fund. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed.

Item 10: *Discussion and possible approval of Tyler Technologies proposal to terminate the contract with SFMD. (BOD #2015-12-09)*

Fire Chief Paul Bourgeois stated that at the direction of the Board, Staff has been in negotiations with Tyler Technologies to reach a mutually agreed upon termination of the contract. The District's position is that Tyler breached the terms of the contract and initially requested full restitution of all monies paid to Tyler over the term of the contract. Tyler's counter is that the District's breach of contract position lacks a "defect" and that a "cure period was not triggered" and therefore the cure period "never lapsed", therefore they do not concede to the District's position that Tyler breached the terms of the contract. They initially offered to allow the District to terminate the contract for "convenience" if the District paid the \$70,068.75 in invoices outstanding.

After additional negotiations, Tyler has offered to facilitate a mutually agreeable contract termination and waive the payment of the \$70,068.75. Chief Bourgeois went on to explain if this offer is not acceptable to the District, then non-binding mediation would be the next step in the process per the Tyler contract's terms. Non-binding mediation would require a great deal of Staff time and result in legal expenses with no guarantee of success. He went on to say that Staff recommends terminating the contract and waiving the \$70,068.75 in invoices. Finance Director Roger Wood stated we will recover the monies spent over the next four (4) years in annual fees.

Clerk Gehrt stated that it is a fair assumption that we would spend as much legal fees to move forward with the non-binding mediation.

Motion by Clerk Gehrt to approve Tyler's November 25, 2015, proposal to terminate the contract between Tyler Technologies and Superstition Fire & Medical District resulting in the waiver of all invoices outstanding as of December 16, 2015. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 11: *Discussion and possible approval of the SFMD's billing policies and procedures and mailing profile for Intermedix regarding billing transport services. (BOD #2015-12-10)*

Assistant Chief Mike Farber presented to the Governing Board the recommended billing procedures regarding the billing transport services. Chief Farber fielded questions from the Governing Board regarding the presentation.

Fire Chief Paul Bourgeois stated we would do our due diligence on behalf of all of our taxpayer's to collect funds that are due. As a District we will be refining the billing procedures for the foreseeable future and bring items to the Governing Board when needed because our business model may expand when necessary.

Motion by Clerk Gehrt to approve the SFMD Billing Policies and Procedures and the SFMD Mailing Profile to be used by Intermedix when billing transport services on the SFMD's behalf. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 12: *Discussion and possible approval of the Arizona Public Safety Personnel Retirement System Qualifying Report for Fiscal Year 2016/2017. (BOD# 2015-12-11)*

Finance Director Roger Wood explained the district applies for its share of the Volunteer Firefighter Relief Pension Fund credit that is associated with the Arizona's Fire Insurance Premium program. The District's application is accompanied by the annual audit which is completed by ARS §48-253. Ms. Mays, from Henry & Horne LLP will be attending the January 2016 Board meeting to present information regarding the audit, and will be available to answer questions from the Board at that time.

The application and audit report are due no later than January 31st of each year to qualify for the credit for the upcoming fiscal year. Missing the deadline means the District will miss out on its potential share of the Volunteer Firefighter Relief Pension Fund credit valued at approximately \$100,000. The District has been advised to submit the application in December to ensure we are included in the credit process, and to submit the application in January when it becomes available.

Motion by Director Moeller to approve the Arizona Public Safety Personnel Retirement System Qualifying Report for Fiscal Year 2016/2017. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 13: *Discussion and possible approval regarding changing to 7710 for the District's Worker's Compensation Company. (BOD# 2015-12-12)*

Finance Director Roger Wood and Assistant Chief Mike Farber introduced the agenda topic to the Governing Board with a presentation regarding the District's current insurance, CopperPoint and a comparison with 7710. Staff has been working to find ways to lower the District's worker's compensation (WC) insurance premium costs. Efforts to-date have included refining the employee compensation applicable to WC premium fees, and reclassifying employees into the correct Arizona WC rate classification.

CopperPoint only recognized two rate classifications for the District, 7710 – Firefighter and 8810 – Clerical Worker. In October, based on the results of an NICC audit, CopperPoint reluctantly expanded the District's rate classification to also include 8380 – Mechanics and 8411 – Clerical Volunteers.

Staff still believed that there were numerous other positions that did not warrant the rating and cost of the 7710 – Firefighter classification. After talking to other fire agencies, 7710 Insurance was identified as a potential alternative to CopperPoint. An on-site audit by 7710's Director – Loss Control, a retired Chicago Firefighter, identified the opportunity to reclassify a range of positions including Fire Chief, Assistant Chief, Battalion Chief, Battalion Safety Officer, Captain, Deputy Fire Inspector, Multi-Media Specialist, Mechanic Supervisor, Division Chief – Training, Captain – Training Officer, and Fire & Life Safety Specialist. In addition to the on-site audit, Staff spent significant time checking references for 7710, including Sun City Fire District and Summit Fire & Medical District in Arizona. All references were extremely complimentary of 7710's customer service and claims support. Because of the reclassifications, 7710's estimated annual premium for worker's compensation insurance is significantly lower than the current premium charged by CopperPoint, even after considering the estimated cancellation fee from CopperPoint.

Motion by Director House to approve retaining 7710 Insurance as the District's Worker's Compensation Insurance provider and cancelling the current Worker's Compensation Insurance plan with CopperPoint, both actions effective as soon as feasible. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 14: *Discussion and possible adoption of Resolution 2015-11 Adopting the SFMD Strategic Plan 2015-2020 and Resolution 2015-12 Adopting the Operational Plan for Fiscal Year 2015/2016. (BOD# 2015-12-13)*

Clerk Gehrt stated at the November 18, 2015 Board Meeting, the Governing Board motioned to formerly adopt the Strategic Plan (as needed) and the Operational Plan (every Fiscal Year), to coincide with the Fire Chief's evaluation (BOD# 2015-11-08).

Motion by Director House to adopt Resolution 2015-11: Adopting the 2015-2020 Strategic Plan and Resolution 2015-12: Adopting the 2015/2016 Operational Plan. Seconded by Director Moeller.

Vote 5 ayes, 0 nays. Motion passed.

Item 15: *Discussion and possible action concerning the Fire Chief's Performance Evaluation. (BOD# 2015-12-14)*

Legal Counsel Donna Aversa stated last month the Board gave a verbal evaluation to the Fire Chief and gave direction to Staff to have a written document prepared according to the direction given. The verbal evaluation given at the November, the Board unanimously gave the Fire Chief an A – Exceeds Expectations in all categories

Legal Counsel Donna Aversa stated a follow up item could be on the next board agenda with the direction of the Governing Board with an updated contract for Chief Bourgeois as well as any other items the Board would like addressed regarding the Fire Chief's contract.

Clerk Gehrt proposed that the Governing Board modify the Fire Chief's current contract to reflect that the Fire Chief monitor his own vacation time, without a cap on how many hours he can take per fiscal year. His vacation time will still be tracked by Finance for transparency reason. The Board mentioned at the last Board Meeting that they were concerned Chief Bourgeois may burn himself out working non-stop, this gives him the ability to utilize time when appropriate. Clerk Gehrt went on to say that this is a great opportunity for the board to demonstrate their support for the hard work Chief Bourgeois does without costing the District or the taxpayers any additional money.

Ms. Aversa stated she can go forward with drafting language and updating the Fire Chief's contract for the next board meeting.

Motion by Director House to adopt the Fire Chief evaluation as written. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 16: Senior Leadership Team Reports. (BOD# 2015-12-15)

➤ **Fire Chief Report**

- 2016 AFDA Winter Conference – January 14th – 16th
 - Conference will be in NV time this year
- Required Training Classes Per SB1387
 - Now Available as correspondence classes through AFDA
 - Classes are \$50 per class – see Jasmin for further details
- Save Our Fire Districts Arizona
 - www.saveourfiredistrictsaz.com
 - Please Contact Your Legislature – simple steps on their website with a letter already written and will go directly to your legislature.

➤ **Emergency Services / Operations**

- Ambulance Operations
 - Everything is going as planned, still on target to launch the Transportation Services on January 4, 2016 at 0700.
 - Photo with all 5 ambulances and the Full Time Members were taken

➤ **Technical & Community Services**

- Community Services
 - City Holiday Event
 - 300 people exposed to Hands ONLY CPR
 - Over 2000 contacts with educational material provided
 - Display of our new ambulances, with much support from the public
 - School CPR / CCR Pub Ed Program Started
 - All 70 teachers at Desert Vista Elementary School were exposed to Hands ONLY CPR
 - Compliance Engine is already starting to provide us with reports for our district businesses with fire protection systems.
- Technical Services
 - All Transport Personnel have been trained in Computer Services
 - Completed an Advanced Video Conferencing Training on December 14th
 - Working through significant implementation issues for the ImageTrend Elite RMS platform.

➤ **Administrative Services**

- Policy Revisions
 - Working closely with the Labor Group on revisions
 - Creating new policies for Ambulance Operations
- Ramping up for the 2016 Benefits Renewals
 - Meeting with Brokers, etc.
- New Hire Orientation was successful for the EMS Division

➤ **Financial Services**

- Medicare Application
 - No initial instructions or direction received from End User Services (EUS)
 - Medicare's newly implemented procedures to address fraud concerns has created numerous conflicting directions
 - The District's application has been successfully submitted.
- Medicaid Application
 - Received confirmation that the application was submitted
- Intermedix Integration
 - Established billing protocols and Standard Operating Procedures
 - Coordinated Intermedix training of Transport Staff on ICD-10 codes.

- Transport Services Integration
 - Continued working with Pinal County and Wells Fargo to set up bank accounts to support the Transport Services operations.
 - Working through details on how to handle payroll and payables related activity.
- Annual Audit
 - Working with Henry & Horne staff in finalizing audit and related financial statements.
 - Preparing draft Management Report and Audit Report Preamble for the Audit Report.
 - Presentation to the Board at the January Board Meeting.
- Fiscal Year 2016/2017 Budget Pre-Planning
 - Started updating wage and budget schedules for upcoming budget season.
- CYMA
 - Looking into ways to expand CYMA use to gain some of the functionality expected from Tyler
 - Examples include Time & Attendance reporting, templates for repetitive invoices and journal entries, payroll file uploads, and Human Resources

Item 17: *Announcements (BOD# 2015-12-n/a)*

Fire Chief Paul Bourgeois thanked Finance Director Roger Wood and Assistant Chief Mike Farber for their continued hard work saving taxpayers money.

Director House stated he is doing his annual diaper drive. He also stated he was nominated to serve as the Board Chairman of the Pinal County Board of Supervisors.

Item 18: *Adjourn (BOD# 2015-12-16)*

Motion by Chairman Cross at 7:17 p.m. to adjourn the meeting. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Purchase of equipment to outfit a Battalion Chief Truck

Submitted By:

Fleet Supervisor Vaughn Croshaw

Background / Discussion:

At the August 19, 2015 Board Meeting, the Board approved the purchase of two (2) F150 Staff Trucks (BOD #2015-08-03). After consideration, one of these new vehicles will be utilized as a Battalion Chief truck, the truck they are currently in will be the Reserve B261 Truck. The current 2003 Reserve B261 truck will be rotated into the Fleet as a Staff vehicle.

Because of the change from a Staff vehicle to a BC truck, one of the previously approved F150 trucks will need to be outfitted with the proper equipment to be utilized as a BC truck, with the command systems being the most significant purchase to outfit the vehicle.

To off-set costs, Staff recommends utilizing funds that were set aside to purchase extrication equipment on the replacement schedule of \$40,000. The extrication equipment was factored into the cost of the new Pumper that was previously approved, therefore the \$40,000 that was budgeted for extrication equipment for the pumper is now available to utilize. The \$40,000 will cover the additional \$37,000 to outfit a new BC truck with the proper equipment.

A breakdown of the pricing is below:

Total Price	\$127,000.02 (including new request for BC truck)
Previously Approved	\$90,000.00 (BOD #2015-08-03) – 2 F150 Staff Trucks
Difference / Remaining Amount	\$37,000.00

Financial Impact/Budget Line Item:

\$40,000 out of Fund 200-70-72340-20 to Fund 200-70-72240-20

\$127,000.02 Total, \$90,000 already approved

Pick Up & Equipment / 200-70-72240-20

Staff Recommendation:

Approval of outfitting BC Truck utilizing funds set aside previously for extrication equipment

Enclosure(s):

Supporting Quotes



Go to Agenda Item 5

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Ship To:

Superstition Fire and Medical District
565 N Idaho Rd
Apache Junction, AZ 85119-4014

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2016 F-150 / BC Build / Liberty LB /		APA10603	BPY	Dec 11, 2015		NET30

Year	Make	Model	Color	State Contract #
2016	Ford	F-150	Red	Yavapai County Contract # 111201

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
		POC: Vaughn Croshaw 480-982-5929		
		Build with DUO Color Liberty LB and SetCom 1310 Ststem		
1.00	MISC90000 / MISC	54 Inch Liberty All LED DUO AZ Fire Light Bar with a Emmiter	3,149.9900	3,149.99
1.00	LBAR02915 / MKAJ94	LIGHTBAR MOUNTING KIT FOR 15-* F-150 Included with price of Light Bar	0.0000	0.00
2.00	LEDS00598 / IONJ	ION LIGHT RED/BLUE PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$180.00	126.0000	252.00
2.00	LEDS00721 / IONK1B	SWIVEL MOUNT KIT FOR ION BLK PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$32.50	22.7500	45.50
1.00	FLAS00095 / ETHFSS-SP	100% SS multi pattern headlight flasher no PL 2013-01-01 Contract price of 50% off Sound Off MSRP of \$67.00	33.5000	33.50
2.00	LEDS02742 / M2WD	NFPA Wide Angle Series Red / White Split LED Light PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$179.00	125.3000	250.60

Quotation continued on next page ...



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AEP PHX INSTALL

Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
2.00	LEDS02709 / M2FC	M2 CHROME FLANGE PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$16.50	11.5500	23.10
2.00	LEDS02432 / M2WJ	NFPA M2 LED flasher Red/Blue PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$179.00	125.3000	250.60
2.00	LEDS02709 / M2FC	M2 CHROME FLANGE PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$16.50	11.5500	23.10
2.00	LEDS00740 / M7K	M7 LED FLASHER AMBER/RED PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$250.00	175.0000	350.00
2.00	WHEL00012 / M7FC	M7 SERIES FLANGE CHROME PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$16.50	11.5500	23.10
2.00	LEDS00393 / VTX609R	VERTEX SUPER-LED LIGHT RED PL-2014-01-01 Contract price of 30% off Whelen MSRP of \$135.00	94.5000	189.00
4.00	LEDS02599 / IONV3R	ION V-series super LED, Universal	189.7000	758.80

Quotation continued on next page ...



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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2016 F-150 / BC Build / Liberty LB /		APA10603	BPY	Dec 11, 2015		NET30

Year	Make	Model	Color	State Contract #
2016	Ford	F-150	Red	Yavapai County Contract # 111201

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	SIRE00415 / 295SLSC6	Contract price of 30% off Whelen MSRP of \$271.00 100/200watt siren w/lighted controls, park kill & plug in m	470.4000	470.40
1.00	SIRE00041 / EQ2B-200	Contract price of 30% off Whelen MSRP of \$672.00 Federal Signal E-2QB Siren ...!200-watt siren system feature	1,275.0000	1,275.00
1.00	SPEA00062 / SA315P	Contract price of 25% off Federal Signal MSRP of \$1,700.00 SA315P SPEAKER, BLACK PLASTIC PL-2014-01-01	229.6000	229.60
1.00	SPEA00214 / SAK57	Contract price of 30% off Whelen MSRP of \$328.00 SA-315 MT KIT FOR 15-* FORD F150	28.7000	28.70
2.00	SPEA00121 / ES100	Contract price of 30% off Whelen MSRP of \$41.00 Speaker, 100W, High Output Compact, Black Alum. housing	224.2500	448.50
2.00	INST01242 / ESB-U	Contract price of 25% off Federal Signal MSRP of \$299.00 Universal Bail Bracket, All Vehicles, ES100 Speaker.	27.7500	55.50
1.00	SPOT00349 / 30514	Contract price of 25% off Federal Signal MSRP of \$37.00 STRYKER WIRELESS REMOTE LED GO LIGHT BLACK Not on contract / Open market price / List price \$749.00	547.2600	547.26

Quotation continued on next page ...



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Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	VACC01173 / 30200	Dash Mount Wireless Remote for Stryker Go Light Not on contract / Open market price / List price \$49.98	47.0600	47.06
1.00	CONS01165 / 015-3012-L43	Custom Fire Style Command Console for Full Size Pickup Contract price of 15% off B & B Enterprises MSRP of \$595.95	506.5600	506.56
1.00	CONS01438 / 121-3567	CONSOLE FLOOR MOUNTING PLATE FOR 15-* F-150 Contract price of 15% off B & B Enterprises MSRP of \$105.00	89.2500	89.25
2.00	FACE00440 / FP-MXTL5000	Face Plate for Motorola XTL5000 Contract price of 25% off Troy Products MSRP of \$40.00	30.0000	60.00
1.00	FACE00542 / FP-BKGMH5992R	Faceplate for Bendix King Model GMH5992R-2 Contract price of 25% off Troy Products MSRP of \$40.00	30.0000	30.00
1.00	FACE00468 / FP-WS295HFS9	4" inch face plate for Whelen Siren WS295HFS9. Contract price of 25% off Troy Products MSRP of \$40.00	30.0000	30.00
1.00	FACE00571 / FP-PLATINUM	Face Plate for Fed. Signal SSP3000 Siren Controller, 4" Contract price of 25% off Troy Products MSRP of \$40.00	30.0000	30.00
1.00	FACE00378 / FP-AP3	3" Blank with 3 D/C Power Outlet Cut Outs. PL 2012-01-01 Contract price of 25% off Troy Products MSRP of \$30.00	22.5000	22.50

Quotation continued on next page ...



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AEP PHX INSTALL
AEP PHX INSTALL

Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
2.00	FACE00472 / L3-AP1SET	DC outlet plug with black captured cap. PL 2012-01-01 Contract price of 25% off Troy Products MSRP of \$10.00	7.5000	15.00
1.00	BATT00456 / USBR12V	ROUND FLUSH MOUNT 2 PORT USB 1.14" (2.1A/1A) Not on contract / Open market price / List price \$19.99	14.9900	14.99
1.00	CONS00720 / AC-INBHG	Internal Beverage Holder w/Rubber Pieces Priced with Contract price of 25% off Troy Products MSRP of \$50.00	37.5000	37.50
2.00	FACE00694 / FP-SCMS1310	3" FACEPLATE FOR SETCOM 1310 CONTROL HEAD Contract price of 25% off Troy Products MSRP of \$40.00	30.0000	60.00
1.00	FACE00695 / FP-MNNTN7618B-	4" FACEPLATE FOR TWO MOTOROLA PORTABLE CHARGERS Contract price of 25% off Troy Products MSRP of \$40.00	30.0000	30.00
1.00	FACE00390 / FP-BLNK3	Three (3) inch blank face plate. Contract price of 25% off Troy Products MSRP of \$15.00	11.2500	11.25
1.00	CONS01148 / AC-SIDARM-6	6" long pad on side-mount L-Bracket, ht. adjustable PL 2012-01-01 Contract price of 25% off Troy Products MSRP of \$90.00	67.5000	67.50
1.00	CONS00627 / C-HDM-135	Tall Cowl Mounting Base, for Mounting any Havis Motion PB 2012-09-01	65.6300	65.63

Quotation continued on next page ...



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Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	CONS01356 / C-MD-107	Contract price of 25% off Havis MSRP of \$87.51 MOTION DEVICE AND TILT/SWIVEL MOUNT Contract price of 25% off Havis MSRP of \$366.45	274.8400	274.84
1.00	COMP01529 / DS-PAN-112-1	CF 30/31 COMPUTER DOCK W/ SINGLE PASS THRU & POWER SUPPLY Contract price of 25% off Havis MSRP of \$1,204.54	903.0500	903.05
3.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP Not on contract / Open market price	24.9900	74.97
1.00	CONS00583 / T00631	13C microphone clip PB 2013-05-01 Not on contract / Open market price	9.9900	9.99
*** Portable Radio Drop In Chargers ***				
2.00	RADI00652 / NNTN7624B	APX vehicular IMPRES charger Not on contract / Open market price	455.9000	911.80
*** SetCom 1310 System / Two Radios ***				
1.00	RADI00696 / MS-1310B	MASTER STATION FOR A 1310 SYSTEM W/ LOCKING TRANSMIT SWITCH Not on contract / Open market price / List price \$1,475.00	1,382.8100	1,382.81

Quotation continued on next page ...



Quotation

Date Dec 11, 2015	Page 7
Order Number QTE0014461	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Ship To:

Superstition Fire and Medical District
565 N Idaho Rd
Apache Junction, AZ 85119-4014

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2016 F-150 / BC Build / Liberty LB /		APA10603	BPY	Dec 11, 2015		NET30

Year	Make	Model	Color	State Contract #
2016	Ford	F-150	Red	Yavapai County Contract # 111201

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	RADI00780 / MRC-8	MASTER STATION REMOTE HEAD CABLE KIT Not on contract / Open market price / List price \$265.000	248.4400	248.44
1.00	RADI00781 / RS-1310B	REMOTE STATION FOR 1310 SYSTEM W/ LOCKING TRANSMIT SWITCH Not on contract / Open market price / List price \$735.00	689.0600	689.06
2.00	RADI00700 / FS-1310-10	Footswitch Not on contract / Open market price / List price \$140.00	131.2500	262.50
2.00	RADI00782 / RC-6MU4K	6' RADIO CABLE FOR APX OR XTL RADIO (SETCOM) Not on contract / Open market price / List price \$210.00	196.8800	393.76
2.00	RADI00783 / RA-1310	1310 MASTER STATION RADIO AMPLIFIER Not on contract / Open market price / List price \$165.00	154.6900	309.38
1.00	RADI00784 / IRJ-13-30	30' INTERCOM JUNCTION BOX CONNECTING CABLE Not on contract / Open market price / List price \$295.00	276.5600	276.56
2.00	RADI00705 / IRS-13	INTERCOM REMOTE STATION Not on contract / Open market price / List price \$295.00	276.5600	553.12
1.00	RADI00785 / 13IC-8	8' INTERCOM JUNCTION BOX CONNECTING CABLE Not on contract / Open market price / List price \$140.00	131.2500	131.25
1.00	RADI00701 / CSB-1310R	1310 SYSTEM HEADSET / RIGHT DRESS	332.8100	332.81

Quotation continued on next page ...



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Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
		Not on contract / Open market price / List price \$355.00		
1.00	RADI00702 / CSB-1310L	1310 SYSTEM HEADSET / LEFT DRESS Not on contract / Open market price / List price \$355.00	332.8100	332.81
1.00	RADI00708 / CSB-1310JSR	1310 SYSTEM HEADSET INTERCOM ONLY / RIGHT DRESS Not on contract / Open market price / List price \$460.00	431.2500	431.25
1.00	RADI00707 / CSB-1310JSL	1310 SYSTEM HEADSET INTERCOM ONLY / LEFT DRESS Not on contract / Open market price / List price \$460.00	431.2500	431.25
2.00	DOME00005 / ECVDMLTAL00	SOUND OFF WHITE/RED ALL LED DOMELIGHT-UNIVERSAL Contract price of 50% off Sound Off MSRP of \$81.00	40.5000	81.00
1.00	ANTE00804 / 470102	MOBILE 3G DUAL BAND 800/1900 SIGNAL BOOSTER KIT New fixed contract price	307.9900	307.99
1.00	ANTE00837 / 901150	14 Foot Coax with NMO Mount for 4G Cell Booster New fixed contract price	16.4500	16.45
1.00	ANTE00500 / 311104	Dual band NMO mount antenna 800-1900MHz New fixed contract price	20.9800	20.98
1.00	VACC00942 / 091-207-12	20 AMP single/dual battery charging system w/ bar graph	510.1200	510.12

Quotation continued on next page ...



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Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
		Not on contract / Open market price / List price \$583.00		
1.00	BATT00106 / 091-55-20-120-RD	KUSSMAUL SUPER AUTO EJECT 20AMP RED LID Not on contract / Open market price / List price \$289.00	252.8800	252.88
1.00	VACC01199 / 091-39-109	Hard Plastic Back Plate for Bar Graph Not on contract / Open market price / List price \$13.50	11.8100	11.81
1.00	PATC00186 / 03-0115C	PATROL POWER FUSE PANEL FOR 15-* F-150 New fixed contract price for 2014	499.9900	499.99
4.00	ANTE00364 / NMOKHFUDFME*	Twenty-Five (25) Foot Radio Coax Cable Kit with FME Connector and a NMO Mount (No Antenna) New fixed contract price for 2014	18.7900	75.16
4.00	ANTE00078 / NMO Cap	Plastic NMO rain cap. With gasket. New fixed contract price of 2014	4.4600	17.84
1.00	INST00054 / UPKM-3	Park Siren Deactivation for 2005 to current. Contract price of 25% off Federal Signal MSRP of \$60.00	45.0000	45.00
		Shop Supplies		200.00
		Shipping		475.00
65.00	LABO90001 / AEP INSTALL	Installation of all above equipment by EVT Certified Techs	57.5000	3,737.50
Quotation continued on next page ...				



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AEP PHX INSTALL
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Reference 2016 F-150 / BC Build / Liberty LB /	PO Number	Customer No. APA10603	Salesperson BPY	Order Date Dec 11, 2015	Ship Via	Terms NET30
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Year 2016	Make Ford	Model F-150	Color Red	State Contract # Yavapai County Contract # 111201
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
		Contract labor rate		

Terms & Conditions:

*Estimate is valid for 60 days.
*Our Installations are backed by a lifetime quality warranty.
*Fully Authorized Master Distributor for all lines we carry. We sell it, we back it. Period.
*Financing Available
*No returns on special order items. All other returns are subject to 25% restocking fee.
Thank you for the opportunity to earn your business.

SIGNATURE _____

Parts	19,310.36
Labor / Services	3,737.50
Shipping / Misc.	675.00
Order Discount	0.00
Subtotal	23,722.86
Total sales tax	1,619.36
Total order	25,342.22

Quote

Quote expires
February 11, 2016 12:00 am

Tom's Camperland
1301 W Broadway Rd
Mesa, AZ 85202 U.S.A.
www.tomscamperland.com

Ticket #: 2-0270
Ticket date: 1/12/16
Station: 1

Sold to: Superstition Fire & Medical

Ship to:

Customer #: 4809825929
Sales rep: AG

Ship date:
Location: MAIN

Quantity	Item #	Description	Price	Selling unit	Ext prc
1	TRUCK	2016 Ford F150 5.8	0.00	Each	0.00
2	LSII-SO	LSII Cover	1,499.00	Each	2,998.00
1	SHADOW	Shadow Liner	0.00	Each	0.00
1	NOTES	Race Red	0.00	Each	0.00
1	1 DISC	Customer Appreciation Discount	-250.00	Each	-250.00
1	NOTES	**FREE INSTALL**	0.00	Each	0.00
1	NOTES	The Other Bed Is 6.5'	0.00	Each	0.00

User: AG

Total line items: 7

Sale subtotal: 2,748.00

Tax: 205.11

Total: 2,953.11

No returns on special orders--Deposits are non-refundable--Covers may wear paint
* \$100 labor included on topper sales. \$500 labor is included on RV sales *

Each
\$ 1476.56

Thank you for your business. We truly appreciate it



Quote Number: QU0000313103
 Effective: 09 MAR 2015
 Effective To: 08 MAY 2015

Bill-To:

SUPERSTITION FIRE AND MEDICAL DISTRICT
 565 N IDAHO RD
 APACHE JUNCTION, AZ 85219
 United States

Ultimate Destination:

SUPERSTITION FIRE AND MEDICAL DISTRICT
 1455 E 18TH AVE
 APACHE JUNCTION, AZ 85119
 United States

Attention:

Name: Vaughn Croshaw
 Email: vaughn.croshaw@sfmd.az.gov
 Phone: (480) 982-5929

Sales Contact:

Name: Nick Spino / Mike Sumnicht
 Email: nick.spino@creativecom.com
 Phone: (602) 955-8405

Request For Quote: SFMD APX7500 (5)
 Contract Number: ARIZONA STATE
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
l	5	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$8,638.00	\$6,544.50	\$32,722.50
la	5	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION			
lb	5	G66AM	ADD: DASH MOUNT			
lc	5	GA00268AA	ADD: RFID LABEL			
ld	5	GA00244AA	ADD: 7/800MHZ PRIMARY BAND			
le	5	GA00255AB	ENH: SFS COMPREHENSIVE			
lf	5	GA00308AA	ADD: VHF MP SECONDARY BAND			
lg	5	GA00579AA	ADD: ENABLE DUAL BAND OPERATION			
lh	5	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
li	5	G843AH	ADD: AES ENCRYPTION APX			
lj	5	W22BA	ADD: PALM MICROPHONE			
lk	5	G51AT	ENH: SMARTZONE OPERATION APX			
ll	5	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
lm	5	G442AJ	ADD: O5 CONTROL HEAD			
ln	5	G444AE	ADD: APX CONTROL HEAD SOFTWARE			
lo	5	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
lp	5	G792AB	ADD:VHF ANT WIDEBAND 136-174 MHZ			
lq	5	G361AH	ADD: P25 TRUNKING SOFTWARE			
lr	5	GA00580AA	ADD: TDMA OPERATION			
ls	5	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY			

Estimated Tax Amount

\$2,781.41

Total Quote in USD

\$35,503.91

Pricing is based off of Motorola's Arizona State Contract: ADSP013-036880 with taxes estimated at 8.5% and shipping FedEx ground is included.

Each \$ 7100.79