

Superstition Fire and Medical District

Board of Directors

April 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, April 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 March 2016 financial reports and bank reconciliations.
(BOD #2016-04-01)
2. Recognition of employee performance, achievements, and special recognition for community members.
(BOD #2016-04-02)
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 #2016-04-03)
 - a) Board Meeting Minutes from March 16, 2016
 - b) Executive Session Meeting Minutes from March 16, 2016
 - c) Arizona State Forestry Cooperative Rate Agreement
 - d) Physio Control Service and Maintenance Agreement for Life Pac Heart Monitors
 - e) East Valley Wellness Contract
 - f) Techsavvy Solutions Group Contract for sfmd.az.gov
 - g) Consulting Agreement with Tower Seekers, Inc.
 - h) Intergovernmental Agreement for provision of Services by Pinal County Recorder and Elections Department
5. Consideration to approve the adoption of the 2015 Edition of the International Fire Code with Revisions and Amendments: **(BOD #2016-04-04)**
 - a) Public Hearing – To hear public comment on the proposed adoption of the 2015 Edition of the International Fire Code.
 - b) Resolution 2016-02: Resolution adopting by Ordinance 2016-01, the 2015 Edition of the International Fire Code with Recommended Additions and Revisions.
6. Presentation and discussion regarding a Memorandum of Understanding (MOU) at the request of the Governing Board of Directors. **(BOD #2016-04-05)**
7. Discussion of the Preliminary Budget and determination of the Tax Rate for Fiscal Year 2016/2017. **(BOD #2016-04-06)**
8. Discussion, presentation, and possible approval of support regarding daily emergency response staffing.
(BOD #2016-04-07)



9. Senior Leadership Team Reports **(BOD #2016-04-08)**

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

10. Announcements **(BOD #2016-04-n/a)**

11. Adjourn **(BOD #2016-04-09)**

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 April 13, 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 – April 20, 2016

Agenda Item: 1

BOD#: 2016-04-01

Agenda Item Title:

Review and approval of the March 2016 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 March 2016 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 **March 2016**:

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 – April 20, 2016

Agenda Item: 2

BOD#: 2016-04-02

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.

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

N/A

April Service Anniversaries:

| |
|--|
| 23 Years of Service |
| Fire Captain / Paramedic Mark Gomez |
| 17 Years of Services |
| Fire Engineer / Paramedic Mitch McCollough |
| 12 Years of Services |
| Fire & Life Safety Specialist Tina Gerola |
| Executive Administrative Assistant Jasmin Jones |



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Governing Board Meeting – April 20, 2016

Agenda Item: 3

BOD#: 2016-04-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 – April 20, 2016

Agenda Item: 4

BOD#: 2016-04-03

Agenda Item Title:

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

- a) Board Meeting Minutes from March 16, 2016 – **Appendix A**
- b) Executive Session Meeting Minutes from March 16, 2016. – **Appendix B**
- c) Arizona State Forestry Cooperative Rate Agreement – **Appendix C**
- d) Physio Control Service and Maintenance Agreement for Life Pac Heart Monitors – **Appendix D**
- e) East Valley Wellness Contract – **Appendix E**
- f) Techsavvy Solutions Group Contract for sfmd.az.gov – **Appendix F**
- g) Consulting Agreement with Tower Seekers, Inc. – **Appendix G**
- h) Intergovernmental Agreement for provision of Services by Pinal County Recorder and Elections Department – **Appendix H**

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 April 20, 2016."



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Governing Board Meeting – April 20, 2016

Agenda Item: 5

BOD#: 2016-04-04

Agenda Item Title:

Consideration to approve the adoption of the 2015 Edition of the International Fire Code with Revisions and Amendments:

- a) Public Hearing – To hear public comment on the proposed adoption of the 2015 Edition of the International Fire Code.
- b) Resolution 2016-02: Resolution adopting by Ordinance 2016-01, the 2015 Edition of the International Fire Code with Recommended Additions and Revisions.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Dave Montgomery

Background/Discussion:

This item comes before the governing board for consideration to adopt the 2015 Edition of the International Fire Code (IFC) with local revisions and amendments. The Board approved an adoption timeline in March (BOD #2016-03-05) allowing a 30 day public review and posting requirements according to ARS §48-805 (B)(6).

The adoption process for consideration consists of two parts:

- a) This item on this agenda item is to hold a public hearing to allow members of the general public in attendance, or through written correspondence, the opportunity to be heard either for or against the proposed fire code adoption.
- b) This item is for the governing board to consider passing SFMD Resolution 2016-02, adopting by Ordinance the 2015 International Fire Code.

By state statute, SFMD is required to adopt an internationally recognized model fire code for the purpose of regulating and governing the safeguarding of life or property in the occupancy of buildings and premises in the Superstition Fire & Medical District; providing for the issuance of permits and collection of fees; therefore repealing Resolution #2007-01 of the Apache Junction Fire District, and all other ordinances in conflict therewith.

Historically, the fire district has strived to match the or exceed the version, or Edition of the fire code as adopted by the City of Apache Junction or Pinal County, in which most, if not all, of our code enforcement efforts occur according to IGA's with those government entities. Currently, the City of Apache Junction has adopted the 2006 Edition of the IFC, and is working towards adopting the 2015 Edition by July 1, 2016. Pinal County is currently utilizing the 2012 Edition of the IFC.

The Fire Prevention Bureau has completed a comprehensive review of the 2015 International Fire Code (IFC) and is submitting for consideration by the Fire Board the adoption of the IFC - 2015 Edition with amendments. It has always been the primary objective of our organization to maintain the highest possible standards of fire and life safety for the citizens we serve. In an effort to provide clear and consistent review of new construction documents and interpret ongoing code related issues with the most comprehensive options, it is important that SFMD regularly review and adopt the most recent Edition of the IFC. By adopting this updated code with amendments, we will continue the legacy of



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providing a modern, up-to-date model fire code that addresses all hazards to life and property using both prescriptive and performance-based design provisions.

Improved or new technology has resulted in changes to the fire code. These changes are reflected in this Edition of the IFC as new or revised sections. By utilizing the 2015 IFC, we will encourage a greater degree of consistency in the application of fire and life safety provisions across our jurisdiction. As buildings in our communities tend to get larger, with more occupants and a greater amount of combustible contents, more of these buildings will be required to be equipped with fire protection and life safety systems that specifically address the safety of firefighters and other emergency responders during emergencies.

Financial Impact:

N/A

Enclosure(s):

Adopted Timeline

Recommended Revisions and Amendments

Proposed SFMD Ordinance 2016-01

SFMD Resolution 2016-02

Recommended Motion:

"Motion to adopt SFMD Resolution 2016-02, a Resolution of the Chairman and Governing Board of Directors of the Superstition Fire & Medical District approving an ordinance adopting the 2015 Edition of the International Fire Code with Revisions and Amendments regulating and governing the safeguarding of life or property in the occupancy of buildings and premises in the Superstition Fire & Medical District; providing for the issuance of permits and the collection of fees; therefore repealing Resolution 2007-01 of the Apache Junction Fire District and all other ordinances in conflict therewith."



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CODE ADOPTION TIMELINE

(Revised 03-09-2016)

| | |
|----------------|--|
| March 9, 2016 | All adoption documents to Fire Marshal for review and inclusion in board packet. |
| March 16, 2016 | Recommendation to Fire Board for consideration of timeline to adopt the 2015 IFC. |
| March 17, 2016 | Based on Board direction, and pursuant to ARS 48-805, sub-section B, paragraph 6, begin the 30 day publishing and public posting of code adoption, and legal review of ordinance prior to the scheduled public hearing in April. |
| April 18, 2016 | Complete 30 day publishing and public posting requirements and complete legal review. |
| April 20, 2016 | Public hearing in conjunction with the regularly scheduled fire board meeting. |
| May 1, 2016 | Implementation and enforcement of the 2015 IFC begins. |

Recommended revisions and amendments to the International Fire Code, 2015 edition;

Revisions:

Section 101.1 Insert “Superstition Fire & Medical District”

Section 109.4 Insert “Class 2 Misdemeanor”; “750.⁰⁰ Dollars”; “120 Days”

Section 111.4 Insert “100.⁰⁰ Dollars” and “600.⁰⁰ Dollars”

Section 503.4 Shall be amended as follows: “Fire apparatus access roads on public or private property shall not be obstructed in any manner, including the parking, stopping or standing of any vehicle other than an authorized emergency vehicle. A vehicle parked illegally in a fire access roadway or signed fire lane may be cited or removed and impounded under the provisions of the Arizona Revised Statutes or by personnel of the local law enforcement department or by the bureau of fire prevention or by the Chief of the Fire District. The minimum widths and clearances established in section 503.2 shall be maintained at all times”.

Section 505.1 Shall be amended to add the following: “Numbers on a commercial occupancy shall be a minimum of 12 inches (304.8 mm) high with a minimum stroke width of 2 inches (50.8 mm)”.

Section 507.3 Insert “Fire flow requirements for buildings or portions of buildings and facilities shall be determined by Appendix B”.

Chapter 80 Add this phrase to the introduction paragraph: “All referenced standards herein adopted by ordinance shall be referenced based upon the most recent edition available in print or other media applications”.

Additions:

Add this as the entire new Chapter 89:

CHAPTER 89 -- EXCAVATIONS AND CONFINED SPACES

SECTION 8901.1 -- GENERAL

This chapter shall apply to any man-made cut, trench, or depression in an earth surface formed by earth removal, and procedures to protect employees from the hazards of entry into confined spaces.

SECTION 8901.2 -- DEFINITIONS

For the purpose of this chapter the following terms shall apply:

CONFINED SPACE means a space that;

1. Is large enough and so configured that an employee can bodily enter and perform assigned work tasks; and,

2. Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and,
3. Is not designed for continuous employee occupancy.

EXCAVATION means any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

TRENCH means a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4672 mm). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4572 mm) or less (measured at the bottom), then the excavation is also considered to be a trench.

COMPETENT PERSON means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SECTION 8901.3 -- EXCAVATIONS AND TRENCHES

Excavations and trenches shall be in accordance with the Code of Federal Regulations (CFR) Title 29, Part 1926.660-.652, Subpart P

SECTION 8901.4 -- CONFINED SPACES

Confined spaces shall be in accordance with CFR Title 29, Part 1910, Section 146.

SECTION 8901.5 -- UNSAFE CONDITIONS

When in the opinion of the Fire Chief or his authorized representative, an unsafe condition exists, excavation and confined space operations shall cease AND ALL PERSONS REMOVED until such time as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

SECTION 8901.6 -- COMPETENT PERSON

A competent person shall be on site at all times of excavation and/or confined space operations in accordance with CFR Title 29, Part 1926.651 (k), Subpart P. This person shall be trained and certified to the latest OSHA required standards, and shall maintain on their person, or in their immediate possession all certification and/or licenses required

ADOPTION OF THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE ORDINANCE NO. 2016-01

An ordinance of the Superstition Fire & Medical District adopting the *2015 Edition of the International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Superstition Fire & Medical District; providing for the issuance of permits and collection of fees therefore; repealing resolution #2007-01 of the Apache Junction Fire District and all other ordinances and parts of the ordinances in conflict therewith.

The Board of Directors of the *Superstition Fire & Medical District* does ordain as follows:

Section 1. ADOPTION OF THE INTERNATIONAL FIRE CODE

That a certain document, three (3) copies of which are on file in the office of the Custodian of Records for the Superstition Fire & Medical District, being marked and designated as the *International Fire Code, 2015 edition*, including Appendix Chapters B, C, D, E, F, G, H, I, J, K & L (see *International Fire Code* Section 101.2.1, 2015 edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of the Superstition Fire & Medical District, in the State of Arizona regulating and governing the safeguarding life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Superstition Fire & Medical District are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. ESTABLISHMENT AND DUTIES OF THE BUREAU OF FIRE PREVENTION

2.1 - The International Fire Code, 2015 edition, as adopted and amended shall be enforced by the bureau of fire prevention of the Superstition Fire & Medical District which is hereby established and which shall be operated under the supervision of the Chief of the Fire District.

2.2 - The Fire Marshal in charge of the bureau of fire prevention shall be appointed by the Chief of the Fire District. The Fire Marshal's qualifications shall be determined on the basis of examination or relevant experience.

2.3 - The Chief of the Fire District shall be responsible for the employment of technical inspectors, who, when such authorization is made, shall be selected through an examination or based on relevant experience to determine their fitness for the position. Appointments made shall be for an indefinite term with removal only for cause.

Section 3. DEFINITIONS

3.1 - Wherever the word "**jurisdiction**" is used in the International Fire Code, it is the Superstition Fire & Medical District.

3.2 - Where the party responsible for enforcement of the International Fire Code is given the title of "**Fire Marshal**" or "**Fire Code Official**", add the following definitions: **FIRE MARSHAL** is the chief of the bureau of fire prevention; **FIRE CODE OFFICIAL** is the Fire Chief or Fire Marshal or another duly authorized representative charged with the administration and enforcement of the code.

3.3 - Add the phrase "**READILY ACCESSIBLE**", which shall be defined as "Access that is capable of being reached safely and quickly for operation, repair or inspection without requiring those to whom ready access is requisite to climb over or remove obstacles, or resort to the use of portable access equipment."

Section 4. AMENDMENTS TO THE INTERNATIONAL FIRE CODE, 2015 EDITION

Revisions:

Section 101.1 Insert "*Superstition Fire & Medical District*"

Section 109.4 Insert "*Class 2 Misdemeanor*"; "*750.⁰⁰ Dollars*"; "*120 Days*"

Section 111.4 Insert "*100.⁰⁰ Dollars*" and "*600.⁰⁰ Dollars*"

Revisions: (Continued)

Section 503.4 Shall be amended as follows: “Fire apparatus access roads on public or private property shall not be obstructed in any manner, including the parking, stopping or standing of any vehicle other than an authorized emergency vehicle. A vehicle parked illegally in a fire access roadway or signed fire lane may be cited or removed and impounded under the provisions of the Arizona Revised Statutes or by personnel of the local law enforcement department or by the bureau of fire prevention or by the Chief of the Fire District. The minimum widths and clearances established in section 503.2 shall be maintained at all times”.

Section 505.1 Shall be amended to add the following: “Numbers on a Commercial Occupancy shall be a minimum of 12 inches (304.8 mm) high with a minimum stroke width of 2 inches (50.8 mm)”.

Section 508.3 Insert “Fire flow requirements for buildings or portions of buildings and facilities shall be determined by Appendix B”.

Chapter 80 Add this phrase to the introduction paragraph: “All referenced standards herein adopted by ordinance shall be referenced based upon the most recent edition available in print or other media applications”.

Additions:

Add this as the entire new Chapter 89:

CHAPTER 89 -- EXCAVATIONS AND CONFINED SPACES

SECTION 8901.1 -- GENERAL

This chapter shall apply to any man-made cut, trench, or depression in an earth surface formed by earth removal, and procedures to protect employees from the hazards of entry into confined spaces.

SECTION 8901.2 -- DEFINITIONS

For the purpose of this chapter the following terms shall apply:

CONFINED SPACE means a space that;

1. Is large enough and so configured that an employee can bodily enter and perform assigned work tasks; and,
2. Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and,
3. Is not designed for continuous employee occupancy.

EXCAVATION means any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

TRENCH means a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4672 mm). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4572 mm) or less (measured at the bottom), then the excavation is also considered to be a trench.

COMPETENT PERSON means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SECTION 8901.3 -- EXCAVATIONS AND TRENCHES

Excavations and trenches shall be in accordance with the Code of Federal Regulations (CFR) Title 29, Part 1926.660-.652, Subpart P

SECTION 8901.4 -- CONFINED SPACES

Confined spaces shall be in accordance with CFR Title 29, Part 1910, Section 146.

SECTION 8901.5 -- UNSAFE CONDITIONS

When in the opinion of the Fire Chief or his authorized representative, an unsafe condition exists, excavation and confined space operations shall cease AND ALL PERSONS REMOVED until such time as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

Additions: (Continued)

SECTION 8901.5 -- UNSAFE CONDITIONS

When in the opinion of the Fire Chief or his authorized representative, an unsafe condition exists, excavation and confined space operations shall cease AND ALL PERSONS REMOVED until such time as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

SECTION 8901.6 -- COMPETENT PERSON

A competent person shall be on site at all times of excavation and/or confined space operations in accordance with CFR Title 29, Part 1926.651 (k), Subpart P. This person shall be trained and certified to the latest OSHA required standards, and shall maintain on their person, or in their immediate possession all certification and/or licenses required

Section 5. ESTABLISHMENT OF GEOGRAPHIC STORAGE LIMITS

That the geographic storage limits referred to in certain sections of the International Fire Code, 2015 edition, are hereby established as follows:

Section 5704.2.9.6.1 The limits referred to in this section of the International Fire Code, 2015 edition, in which the storage of flammable or combustible liquids (Class I and Class II Liquids) in stationary tanks outside of buildings is prohibited shall be determined by the Fire Code Official.

Section 5706.2.4.4 The limits referred to in this section of the International Fire Code, 2015 edition, in which the storage of flammable or combustible liquids (Class I and Class II Liquids) in stationary tanks is prohibited shall be determined by the Fire Code Official.

Section 6104.2 The limits referred to in this section of the International Fire Code, 2015 edition, in which the storage of liquefied petroleum gas (LPG) is prohibited shall be determined by the Fire Code Official.

Section 6. REPEAL OF CONFLICTING ORDINANCES

That Resolution 2007-01 of the Apache Junction Fire District adopting the 2006 International Fire Code with amendments and all other resolutions, ordinances or parts of same in conflict of, or inconsistent with the provisions of this Ordinance or of the International Fire Code, 2015 edition as adopted herein are hereby repealed.

Section 7. CONFLICTS

If any part of this Ordinance, including the International Fire Code, 2015 edition, and other material adopted herein by reference, conflicts with any other part of this Ordinance, with any other ordinance, or statute, or with any part of any code or other material adopted therein by reference, then the most restrictive provision will govern and shall be deemed to supersede conflicting provisions.

Section 8. APPEALS

Whenever the Fire Code Official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, and after all provisions of the local city or county boards of appeal have been exhausted, the applicant may appeal the decision of the Fire Code Official to the Board of Directors of the Superstition Fire & Medical District within 30 days of the date of written notice which shall be required by the appellant. The Board of Directors of the Superstition Fire & Medical District will review the appeal and will render a decision within 30 days of the receipt of said appeal.

Section 9. VALIDITY

The Board of Directors of the Superstition Fire & Medical District does hereby declare that should any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and that the Board of Directors of the Superstition Fire & Medical District would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 10. ALTERNATE MATERIALS AND METHODS

The Fire Code Official is authorized to approve alternate materials and methods provided that the proposed design, use or operation satisfactorily complies with the intent of the code and that the method of work performed or operation is, for the purpose intended, at least equivalent to that prescribed in the code in quality, strength, effectiveness, fire resistance, durability and safety. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the locally adopted Building Code.

Section 11. EXISTING ACTIONS AND JUDGEMENTS

That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 6 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 12. PENALTIES

12.1 CRIMINAL PENALTIES

Any person who violates any of the provisions of the International Fire Code, 2015 edition, as adopted and amended herein or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Board of Directors of the Superstition Fire & Medical District or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of no more than Seven Hundred and Fifty Dollars (\$750.00) or by imprisonment for not more than One Hundred Twenty (120) days or by both such fine and imprisonment. The imposition for any one violation shall not excuse the violation or permit it to continue; and all such persons or enterprises shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

12.2 CIVIL PENALTIES

Any person, whether as principal, owner, agent, lessee, tenant, employee or otherwise who violates any of the provisions of the International Fire Code, 2015 edition, as adopted and amended herein shall be subject to a civil penalty as an alternate method of enforcing this ordinance pursuant to the Arizona Revised Statutes. No person shall be subject to criminal penalty for a violation enforced under the Civil Penalty provision of this section.

The Board of Directors of the Superstition Fire & Medical District may establish a schedule of penalties for violations of the International Fire Code, 2015 edition, as amended and adopted by the Superstition Fire & Medical District. These penalties shall not exceed the amount of Seven Hundred and Fifty Dollars (\$750.00) for an individual or Ten Thousand Dollars (\$10,000.00) for an enterprise. Enterprise shall be defined pursuant to Arizona Revised Statutes.

The Board of Directors of the Superstition Fire & Medical District may contract an individual to act as an administrative hearing officer for such violations or may contract with another governmental agency empowered to employ administrative hearing officers.

Any person, firm, association or corporation aggrieved by the decision of the administrative hearing officer may appeal the decision to the established Fire District Board of Appeals. All such appeals shall be in accordance with the rules of procedure for the applicable governmental agency and its own adopted procedures.

Any person alleged to be subject to a civil penalty for a violation of the International Fire Code, 2015 edition, as amended and adopted by the Superstition Fire & Medical District shall be entitled to an administrative hearing on their liability in the same as provided for violations of the locally adopted Building Code Ordinances as adopted by the City of Apache Junction or the Pinal County Board of Supervisors. The Board of Directors of the Superstition Fire & Medical District may adopt written rules of procedure for hearings on and reviews of civil penalties.

Section 13. REMEDIES

An alleged violator who is served with a notice of violation subject to a civil penalty shall not be subject to a criminal prosecution for the same factual situation. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or to remove prohibited buildings, structures or improvements nor prevent the enforcement, correction or removal thereof.

In addition to the other remedies provided in this section, the Fire District, County Attorney, Legal counsel retained by the Fire District or any adjacent or neighboring property owner who shall be especially damaged by the violation of any provision of the ordinance, may institute, in addition to the other remedies provided by law. Injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

Section 14. FINES

For a first violation, the penalty shall be set by the hearing officer, of not less than One Hundred Dollars (\$100.00) nor more than Three Hundred Dollars (\$300.00) for an individual. For an enterprise, the penalty shall not be less than One Hundred Dollars (\$100.00) nor more than Six Hundred Dollars (\$600.00)

For a second or subsequent violation, the penalty shall be set by the hearing officer, of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) for an individual. For an enterprise, the penalty shall not be less than Two Hundred Dollars (\$200.00) nor more than One Thousand Dollars (\$1000.00).

Section 15. EFFECTIVE DATE

This ordinance shall take effect and be in full force from and after its approval as required by law.

Approved by the Board of Directors and adopted this _____ day of _____, 2016.

Jeff Cross, Chairperson

Todd House, Director

Gene Gehrt, Clerk of the Board

Charlie Fox, Director

Jason Moeller, Director

RESOLUTION 2016-02
ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE
WITH REVISIONS AND AMENDMENTS

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, APPROVING AN ORDINANCE ADOPTING THE **2015 EDITION OF THE INTERNATIONAL FIRE CODE WITH REVISIONS AND AMENDMENTS** REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE SUPERSTITION FIRE & MEDICAL DISTRICT; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES; THEREFORE REPEALING RESOLUTION 2007-01 OF THE APACHE JUNCTION FIRE DISTRICT AND ALL OTHER ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, in accordance with the provisions of Section 48-805(B)(6), Arizona Revised Statutes, the Superstition Fire & Medical District (SFMD) is interested in providing the maximum safety from fire and hazards to life and property for the citizens we serve; and

WHEREAS, the SFMD is committed to the concept of a safe home and work environment through modern code enforcement; and

WHEREAS, there have been significant technology advances in the field of fire protection, life safety and code enforcement since the last adoption in 2007 of the 2006 International Fire Code (IFC); and

WHEREAS, in accordance with said provision of the Arizona Revised Statutes, and following public notice setting the date and time for a public hearing, the Governing Board met on this Twentieth day of April, 2016 to hear any taxpayers comments in favor of or against the adoption of the 2015 Edition of the IFC with revisions and amendments, and a schedule of penalties for violations of the IFC, 2015 Edition;

NOW, THEREFORE, THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT HEREBY ADOPTS RESOLUTION 2016-02, to amend, revise and replace the existing 2006 Edition of the IFC with the 2015 Edition of the International Fire Code with Revisions and Amendments.

PASSED AND ADOPTED THIS Twentieth DAY OF April, 2016 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION & FIRE MEDICAL DISTRICT.

Jeff Cross, Chairman

Todd House, Director

Gene Gehrt, Board Clerk

Charlie Fox, Director



Justin Moeller, Director

Governing Board Meeting – April 20, 2016

Agenda Item: 6

BOD#: 2016-04-05

Agenda Item Title:

Presentation and discussion regarding a Memorandum of Understanding (MOU) at the request of the Governing Board of Directors.

Submitted By:

Firefighter / Union VP Ryan Philips

Background/Discussion:

At the March 16, 2016 Board Meeting (BOD #2016-03-07), the Board of Directors motioned to have the Union VP present at the April 20, 2016 Board Meeting.

Information Regarding Presentation (provided by Union VP Ryan Philips):

The Superstition Chapter of the Local 2260 would like to give a presentation to the SFMD Fire Board regarding the adoption of a new Meet & Confer Agreement and a MOU. This presentation will highlight the importance these agreements hold for labor as well as the benefits inherent to both the organization and the membership.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – April 20, 2016

Agenda Item: 7

BOD#: 2016-04-06

Agenda Item Title:

Discussion and review of the Tentative Budget, and determine Tax Rate for Fiscal Year 2016/2017.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

A presentation of the Preliminary Budget for Fiscal Year 2016 / 2017 budget that will include detailed information on current revenue and expense information by division and fund will be provided. Options for accomplishing a range of strategic compensation & benefits and operational initiatives will be provided for Board consideration.

The Board will be asked to set the Tax Rate for Fiscal Year 2016 / 2017 for planning purposes.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Review the Tentative Budget and set the Tax Rate for FY 2016/2017

Enclosure(s):

Copy of the presentation will be presented to the BOD at the Board Meeting.

Recommended Motion:

"Motion to approve the tax rate of \$_____ and \$0.22 special assessment related to the 2006 GADA Bond for development of the Tentative Budget for Fiscal Year 2016 / 2017."



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Governing Board Meeting – April 20, 2016

Agenda Item: 8

BOD#: 2016-04-07

Agenda Item Title:

Discussion, presentation, and possible approval of support regarding daily emergency response staffing.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

This discussion is designed to provide insight into the complexities and intricacies of daily emergency response staffing. Discussion will focus on four-person fire and medical response, the role and function of the leave pool, how staffing vacancies are filled, compromised staffing and the costs associated with maintaining daily minimum's.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Formally support the staffing model currently adopted

Enclosure(s):

Copy of the presentation will be presented to the BOD at the Board Meeting.

Recommended Motion:

"Motion to accept and formally support the staffing model currently adopted and employed by the Senior Leadership Team. Approval of this motion will serve as a demonstration of support and appreciation for the responsibility of the fire chief and his staff to balance community risk with the limited financial resources of the District."



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Governing Board Meeting – April 20, 2016

Agenda Item: 9

BOD#: 2016-04-08

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 March 2016

Governing Board Meeting – April 20, 2016

Agenda Item: 10

BOD#: 2016-04-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – April 20, 2016

Agenda Item: 11

BOD#: 2016-04-09

Agenda Item Title:

Adjournment

Recommended Motion:

"Motion to adjourn the board meeting."



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Superstition Fire & Medical District

March 2016 - Monthly Report

Average Travel Time

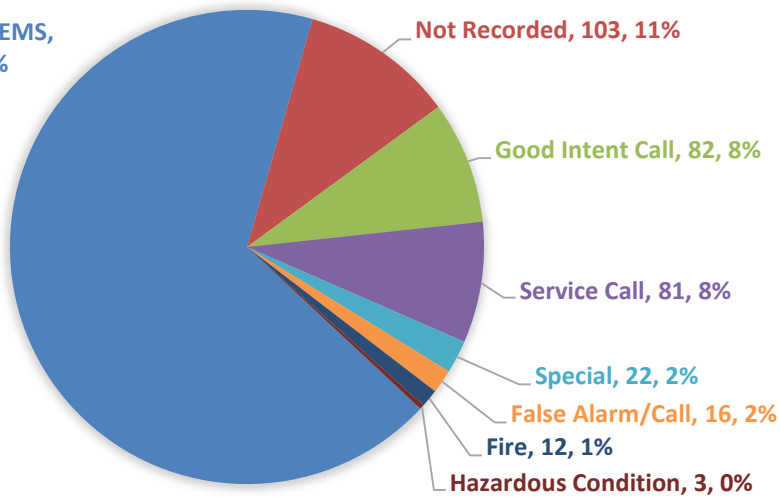
| | <u>Metro</u> | <u>Urban</u> | <u>Suburban</u> | <u>Rural</u> |
|---|--------------|--------------|-----------------|--------------|
| Travel Time Goal | 5:12 | 5:12 | 6:30 | 13:00 |
| Average Travel Time by Population Density | 5:02 | 5:18 | 5:46 | 6:12 |
| Average Travel Time District Wide | 5:21 | | | |

Dispatches by Unit

| <u>Unit</u> | <u>Dispatches</u> | <u>Fiscal YTD</u> |
|-------------|-------------------|-------------------|
| B261 | 30 | 187 |
| E261 | 238 | 2211 |
| E262 | 126 | 869 |
| L263 | 324 | 2649 |
| L264 | 127 | 809 |
| E265 | 51 | 372 |
| CM263 | 148 | 1048 |
| M261 | 91 | 266 |
| M263 | 185 | 524 |
| M264 | 98 | 291 |
| TRV263 | 40 | 63 |
| U262 | 4 | 16 |
| BR262 | 3 | 44 |
| BR263 | 0 | 13 |
| BR265 | 4 | 21 |
| RH264 | 0 | 22 |

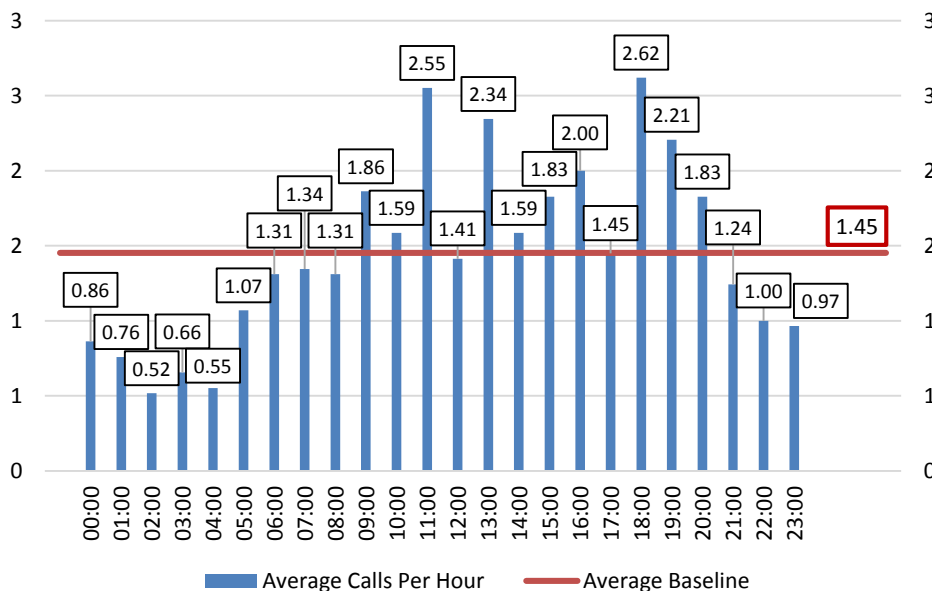
Incident Type Summary

Rescue/EMS,
663, 68%



Total Incidents: 983

EMS Call Volume by Hour of Day



Population Density Definitions

Metropolitan

An area with a population density of 3,000 or more people per square mile.
15%

Urban

An area with a population density of 2,000-2,999 people per square mile.
8%

Suburban

An area with a population density of 1,000-1,999 people per square mile.
10%

Rural

An area with a population density of 0-1,000 people per square mile.
67%

Superstition Fire & Medical District March 2016 - Operational Report

Community Services & Activities

| Description | Mar 2016 | Fiscal YTD |
|--------------------------------------|----------|------------|
| Blood Pressure Check Events | 13 | 96 |
| Car Seats Installed/Placed | 3 | 47 |
| CCR Demonstrations | 7 | 47 |
| CCR Demo Students | 140 | 1690 |
| Community Events/Festivals | 3 | 46 |
| Community PSAs Produced | 0 | 2 |
| CPR & 1st Aid Classes | 2 | 13 |
| CPR & 1st Aid Students | 5 | 38 |
| CPR & AED Classes | 0 | 27 |
| CPR & AED Students | 0 | 116 |
| Fire Investigations | 3 | 10 |
| Fire Station Tours | 3 | 9 |
| Home Safety Checks - NEW | 0 | 4 |
| Inspections - Business | 10 | 97 |
| Inspections - Specialty/Complaint | 34 | 144 |
| Juvenile Fire Setter Program | 0 | 2 |
| Neighborhood Canvass - Post-Drowning | 0 | 1 |
| Neighborhood Canvass - Post-Fire | 2 | 3 |
| Plan Reviews | 7 | 129 |
| Safety Classes - Fire & Water | 1 | 16 |
| School - Fire Drills | 1 | 4 |
| School - Pub Ed Classes | 1 | 7 |
| Smoke Alarms Placed | 12 | 145 |

Injury Report

| | Mar 2016 | Fiscal YTD |
|-----------|----------|------------|
| Injuries | 0 | 10 |
| Exposures | 0 | 2 |
| Sharps | 0 | 2 |

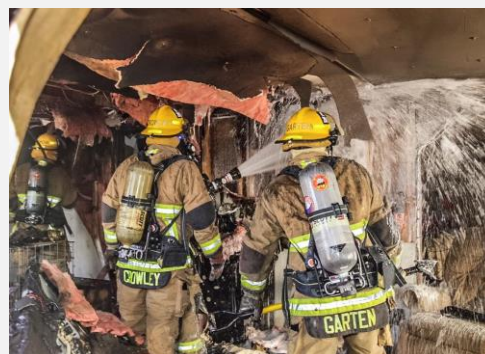
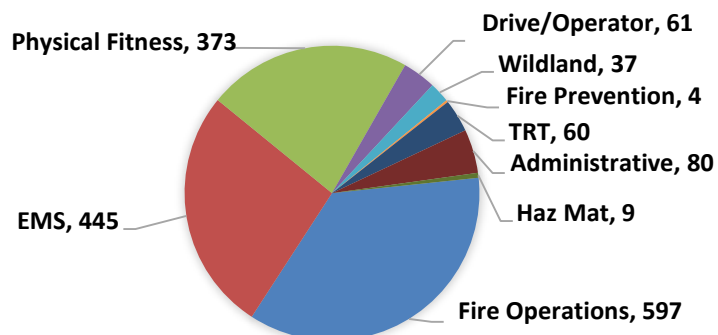


L264 B Shift responds to a rollover accident on US Hwy 60.



Chief Bourgeois was the Keynote Speaker at the National Drowning Prevention Alliance Conference on March 30, 2016.

TRAINING HOUR CATEGORIES



C Shift battled a kitchen fire on March 21, 2016. No injuries were reported and the family dog is fine.

Appendix A

a) Board Meeting Minutes from March 16, 2016

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 March 16, 2016 board meeting minutes.

Enclosure(s):

March 16, 2016 Board Meeting Minutes



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Governing Board Meeting Minutes
March 16, 2016

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, MARCH 16, 2016 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 Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Acting Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

Legal Counsel Donna Aversa and Account Clerk acting as Board Secretary Jennifer Burke were both present at the meeting.

Item 1: *Review and approval of the February 2016 financial reports and bank reconciliations.*
(BOD #2016-03-01)

Motion by Director House to approve the February 2016 financial reports and bank reconciliations. Seconded by both Clerk Gehrt and Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members.* (BOD #2016-03-02)

Acting Assistant Chief Brett Broman presented an award to the following March Service Anniversaries

| | |
|---|----------|
| Fleet & Facilities Support Specialist Barb Duffel | 10 Years |
|---|----------|

Acting Assistant Chief Brett Broman read the list of the following March Service Anniversaries

| | |
|--|---------|
| Firefighter / Paramedic Matthew Dold | 4 Years |
| Firefighter Daniel Elliott | 4 Years |
| Firefighter Wayne Emerson | 4 Years |
| Firefighter / Paramedic Lance Frawley | 4 Years |
| Firefighter Brian Garten | 4 Years |
| Firefighter Bryan Heun | 4 Years |
| Firefighter / Paramedic Ryan Ledbetter | 4 Years |
| Firefighter / Paramedic Matthew Perez | 4 Years |
| Firefighter / Paramedic Ryan Philips | 4 Years |

| | |
|--|---------|
| Firefighter / Paramedic Adam Rodriguez | 4 Years |
|--|---------|

Item 3: *Call to the Public. (BOD #2016-03-n/a)*
None

Item 4: *Consideration and possible approval of all consent agenda items listed below:
(BOD #2016-03-03)*

- a) *Board Meeting Minutes from February 17, 2016*
- b) *Board Work Session Meeting Minutes from February 22, 2016*

Motion by Clerk Gehrt to approve consent agenda items for March 16, 2016. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Discussion, presentation, and review of Fiscal Year 2016/2017 Budget development.
(BOD #2016-03-04)*

Fire Chief Paul Bourgeois led the discussion regarding the development of the Fiscal Year 2016/2017 Budget. The NAV has only going up only 1.5%, Senior Staff has been identifying efficiencies and different areas to earn revenue.

Senior Staff each gave reports on their initiatives for the FY 2016/2017:

Assistant Chief Jerome Schirmer

- Continue with Blue Card Certification for Captains, Acting Captains, and Battalion Chiefs
- TRT recruitment in the fall – 3 additional members
- Sending 3 members to paramedic school

Assistant Chief Dave Montgomery

- Increase bandwidth for the District
- GIS Dashboard

Assistant Chief Mike Farber

- Sending John Suniga and Tina Gerola to the National Fire Academy
- Expanding PAD Program / replace batteries of AEDs in community
- Home Safety / Community Risk Program
- SFMD Leadership Academy

Acting Assistant Chief Brett Broman

- Professional Development
- Tuition Reimbursement
- On-Going benefits
- Policies
- PIO Group
- 6 New Volunteers

Finance Director Roger Wood

- Increase financial reserve
- Efficiencies in processes – work more with the 150 fund
- Revisit Procurement Policy
- First ARCR Report due 12/31/16
- Annual Audit

Item 6: *Discussion and possible action to approve a timeline for the adoption of the 2015 Edition of the International Fire Code with revisions and amendments. (BOD #2016-03-05)*

Assistant Chief Dave Montgomery brought this item to the BOD. He explained that SFMD is required to adopt an internationally recognized model fire code for the purpose of regulating and governing the safeguarding of life and property in the occupancy of buildings and premises in our District.

Historically, the fire district has strived to match or exceed the version, or edition of the fire code as adopted by the City of Apache Junction or Pinal County, in which most, if not all, of our code enforcement efforts occur according to IGA's with those government entities. Currently, the City of Apache Junction has adopted the 2006 edition of the IFC, and is working towards adopting the 2015 edition by July 1, 2016. Pinal County is currently utilizing the 2012 edition of the IFC.

The Fire Prevention Bureau has completed a comprehensive review of the 2015 International Fire Code (IFC) and is submitting for consideration by the Fire Board the adoption of the IFC - 2015 edition with amendments. It has always been the primary objective of our organization to maintain the highest possible standards of fire and life safety for the citizens we serve. In an effort to provide clear and consistent review of new construction documents and interpret ongoing code related issues with the most comprehensive options, it is important that SFMD regularly review and adopt the most recent edition of the IFC. By adopting this updated code with amendments, we will continue the legacy of providing a modern, up-to-date model fire code that addresses all hazards to life and property using both prescriptive and performance-based design provisions.

Improved or new technology has resulted in changes to the fire code. These changes are reflected in this edition of the IFC as new or revised sections. By utilizing the 2015 IFC, we will encourage a greater degree of consistency in the application of fire and life safety provisions across our jurisdiction. As buildings in our communities tend to get larger, with more occupants and a greater amount of combustible contents, more of these buildings will be required to be equipped with fire protection and life safety systems that specifically address the safety of firefighters and other emergency responders during emergencies.

Motion by Clerk Gehrt to approve the proposed timeline for the adoption of the 2015 Edition of the International Fire Code with revisions and amendments as stated. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Discussion and possible action to enter into a long term lease agreement with the Apache Junction Unified School District (AJUSD). (BOD# 2016-03-06)*

Fire Chief Paul Bourgeois stated that we need to update the lease with AJUSD for the use of Thunder Mountain Middle School. Included in the new lease is the new monthly payment of \$1,500, which was formally \$750. It is the intent to continue to work with AJUSD to enter into a lease purchase agreement in the future.

Motion by Director House to approve the lease between the SFMD and the AJUSD for the lease of Thunder Mountain Middle School as stated. Seconded by both Director Fox and Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 8: *MOU discussion as proposed by Senior Leadership Team and the Board of Directors. (BOD# 2016-03-07)*

- a) *Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the District and/or pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorney for the District in order to consider its position and*

instruct its attorney regarding the District's position regarding contracts that are the subject of negotiations.

Motion by Director House to go into Executive Session at 6:02 PM pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the District and/or pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorney for the District in order to consider its position and instruct its attorney regarding the District's position regarding contracts that are the subject of negotiations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Regular Session reconvened at 7:04 PM, Chairman Cross reminded those in attendance of the Executive Session that items discussed are confidential.

b) Review, discuss, and possible action regarding proposed MOU as presented by Senior Leadership Team and the Board of Directors.

Motion by Director House to have the Union VP present at the April 20, 2016 Board Meeting, with Chairman Cross extending an invitation. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 9: *Senior Leadership Team Reports (BOD# 2016-03-08)*

➤ **Fire Chief Report**

- Gave a brief legislative update.
- 4th Annual SFMD Leadership Conference – May 23-24, 2016

➤ **Emergency Services / Operations**

- Ambulance / Transport Services Update
- Community Medicine Unit Update

➤ **Technical & Community Services**

- Technical Services
 - Run Form Change Process was formalized, and includes the Elite Task Force Members for continuous improvement
 - Thursday morning Tech Services training began a few weeks ago, and provides an opportunity to open communication from our members regarding ImageTrend, MCT's, and other miscellaneous tech items
 - Lenel Access System – Licensing renewed, and keycards for all new employees were generated
- Community Services
 - Lost Dutchman trailer park luncheon and annual donation presentation
 - National Drowning Prevention Association (NDPA) annual conference being hosted in Mesa, AZ.
 - Providing CE's for medics at no charge
 - Chief Bourgeois has been chosen as the keynote speaker
 - Tina Gerola & John Suniga have both been accepted to attend the National Fire Academy in September to Cultural Competence in Risk Reduction.

➤ **Administrative Services**

- Met with AZ Metro Trust for Medical, Dental, and Vision benefits
 - City of Apache Junction, Avondale, Buckeye Valley Fire District, Pinal County, Youngtown, El Mirage, (pending) North County Fire District
- Continuing with Policy updates
 - Vacation, Corrective Action and Discipline, Uniform
- Working with Transportation Services for hiring 3 additional Part Time Paramedics
 - In order to bring the pool of part time employees back to 15 people
- SFMD Volunteer Program

- Increasing pool of volunteers
 - Continued progress with new HR Generalist
 - Completing surveys for numerous Fire Agencies across the state (wages, benefits, staffing)
- **Financial Services**
 - General Finance
 - Budgeting
 - Billing went live on March 7, 2016 and processed 637 backlogged calls totaling \$465,000
 - Facilitate State Land late payment of \$472,000
 - ISO Executive Summary and Appeal rating of ISO Class 3
 - Working on Succession Planning
 - Preplans
 - 2015 IFC Adoption
 - Self-Inspection Program
 - Accounting
 - Working on the budget for all funds.
 - Preparing a global employee roster to support the District's on-line Open Enrollment process.
 - Need employee and dependent information, age and wage, etc. information to properly price benefits
 - District will be using Benefit Logic's on-line enrollment platform.
 - Team is working with Sherry in HR to complete the 2015 1095C Forms.
 - Resolved the registration issue with AZ DOR.
 - Facilitating the installation of the CYMA HR module.
 - "Negotiating" with CopperPoint on the final Worker's Compensation payment for 4Q15.

Item 10: *Announcements (BOD# 2016-03-n/a)*
 N/A

Item 11: *Adjourn (BOD# 2016-03-09)*
 Motion by Director House at 7:47 p.m. to adjourn the meeting. Seconded by Director Fox.
 Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jennifer Burke

Appendix B

b) Executive Session Meeting Minutes from March 16, 2016

Submitted By:

Fire Chief Paul Bourgeois

Board Secretary Jasmin Jones

Background / Discussion:

The executive session meeting minutes of the previous work session 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 March 16, 2016 executive session meeting minutes.

Enclosure(s):

March 16, 2016 Executive Session Meeting Minutes (provided at Board Meeting to BOD)



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Appendix C

c) Arizona State Forestry Cooperative Rate Agreement

Submitted By:

Fire Chief Paul Bourgeois

Division Chief Rick Ochs

Background / Discussion:

The purpose of this agreement is to show available equipment and rates to the State Forester for the next two (2) years. This agreement may also be used when our department is utilized on Federal Fires. Equipment and rate updates have been completed for the 2016 wildland season.

Financial Impact/Budget Line Item:

Dependent on deployments

Staff Recommendation:

Staff recommends to approval of the Arizona State Forestry Cooperative Rate Agreement

Enclosure(s):

Arizona State Forestry Cooperative Fire Rate Agreement



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ARIZONA STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

| | | | | | |
|---|--|--|-------------------|-----------|---------------|
| COOPERATIVE FIRE RATE AGREEMENT NUMBER | | IGA REFERENCE AGREEMENT NUMBER | | | |
| 01-0060-14 | | KR94-1165-LNR | | | |
| (1) FIRE DEPT/AGENCY NAME (COOPERATOR) | | (6) STATE DISTRICT OFFICE | | | |
| Superstition Fire/Medical District | | Phoenix District | | | |
| (2) ADDRESS | | (7) ADDRESS | | | |
| 565 N. Idaho Rd. | | 2901 West Pinnacle Peak Rd. | | | |
| (3) CITY, STATE, ZIP CODE | | (8) CITY, STATE, ZIP CODE | | | |
| Apache Junction Az, 85119 | | Phoenix Az, 85027 | | | |
| (4a) BUS. PHONE | (4b) EMERGENCY PHONE | (9) PHONE | | | |
| 480-982-4440 | 480-644-2640 | Dispatch 623-582-0911 Fax # 623-445-0282 | | | |
| (4c) FAX NUMBER | (4d) EMAIL ADDRESS | (10) ARIZONA STATE FORESTRY DIVISION WEBSITE | | | |
| 480-982-0183 or 480-982-3268 | roger.wood@sfmd.az.gov | http://www.azsf.az.gov | | | |
| (5) FEDERAL EMPLOYER ID NUMBER | | (11) EFFECTIVE DATES OF AGREEMENT | | | |
| 86-0311208 | | <div style="display: flex; justify-content: space-between;"> 4/15/2016 4/15/2018 </div> <div style="display: flex; justify-content: space-between;"> BEGINNING ENDING </div> | | | |
| (12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET). | | (13) OPERATORS AND PERSONNEL ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and ITEM 8a5. | | | |
| (14) EQUIPMENT DESCRIPTION | | (15) | RATES | | |
| List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability. | | STANDARD STAFFING | (16) WORK OR HRLY | | (17) SPECIAL |
| | | | RATE | UNIT | RATE |
| a. Type 3 Engine, 500 gal, 500 gpm, Pierce International 4x4, Class A Foam, 2012, C-75, BR-262, Lic. #G095EK | | 3 | \$126.00 | HRLY | |
| b. Type 6 Engine ,300gals, 150 gpm, Ford F-550, 2009, 4x4, Class A foam system (aspirated), C-72, Brush 261, Lic. #G012FP | | 2-3 | \$85.00 | HRLY | |
| c. Type 6 Engine, 250gals, 150 gpm, Ford F-350, 2005, 4x4, Class A foam system (aspirated), C-61, Brush 265, Lic. #G791EB | | 2-3 | \$85.00 | HRLY | |
| d. Type 6 Engine, 250gals, 150 gpm, Ford F-350, 2005, 4x4, Class A foam system (aspirated), C-60, Brush 264, Lic. #G792EB | | 2-3 | \$85.00 | HRLY | |
| e. Type 1 Tactical Tender, 3000 gal, 1200 gpm, Pierce Tactical Tender, 2015, Husky 12 CAFS 30Gal, C-85, Tender 262, Lic. #G221HG | | 2/1 | \$144.00 | HRLY | \$144.00 HRLY |
| f. Type 2 Support Tender, 2500 gal, 500 gpm, Friehtliner FL80, 2000, C-35, Tender 264, Lic. #G685BY | | 2/1 | \$113.00 | HRLY | \$113.00 HRLY |
| (18) Special Provisions | | | | | |
| Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. | | | | | |
| (19) FIRE DEPT/AGENCY REPRESENTATIVE | | (20) NAME AND TITLE (PLEASE PRINT) | | (21) DATE | |
| | | Paul Bourgeois Fire Chief | | | |
| (22) STATE FORESTRY DIVISION REPRESENTATIVE | | (23) NAME AND TITLE (PLEASE PRINT) | | (24) DATE | |
| | | John Truett, District Forester | | | |

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

| | | | | | | |
|---|--|------------------------------------|-------------------|------|--------------|------|
| COOPERATIVE FIRE RATE AGREEMENT NUMBER | | IGA REFERENCE AGREEMENT NUMBER | | | | |
| 01-0060-14 | | KR94-1165-LNR | | | | |
| (1) FIRE DEPT/AGENCY NAME (COOPERATOR) | | (6) STATE DISTRICT OFFICE | | | | |
| Superstition Fire/Medical District | | Phoenix District | | | | |
| (14) EQUIPMENT DESCRIPTION | | (15) STANDARD STAFFING | RATES | | | |
| List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability. | | | (16) WORK OR HRLY | | (17) SPECIAL | |
| | | | RATE | UNIT | RATE | UNIT |
| g. Type 2 Support Tender, 3000 gal, 500 gpm, Pierce Contender, 2006, C-65, Tender 261, Lic. #G051EK | | 2/1 | \$113.00 | HRLY | \$113.00 | HRLY |
| h. Type 1 Engine, 2000 gal, 2000 gpm, American LaFrance, 2000, CAFS, C-43, Engine 267, Lic #G851CT | | 4 | \$160.00 | HRLY | | |
| i. Type 1 Engine, 500 gal, 1500 gpm, American LaFrance, 1999, C-53, Engine 268, Lic #G688BY | | 4 | \$139.00 | HRLY | | |
| j. Type 1 Engine, 2000 gal, 2000 gpm, Pierce Quantum, 2004, CAFS, C-47, Engine 266, Lic. #G203DX | | 4 | \$160.00 | HRLY | | |
| k. Type 1 Engine, 500 gal, 1500 gpm, Pierce 75' Aerial, 2008, C-66, Ladder 263, Lic #G826EB | | 4 | \$139.00 | HRLY | | |
| l. Type 1 Engine, 500 gal, 1500 gpm, Pierce Quantum, 2007, CAFS, C-67, Engine 265, Lic #G962EB | | 4 | \$160.00 | HRLY | | |
| m. Type 1 Engine, 500 gal, 1500 gpm, Pierce 85' Pierce Platform, 2013, CAFS, C-76, Ladder 264, Lic #G107EK | | 4 | \$160.00 | HRLY | | |
| n. Type 1 Engine, 500 gal, 1500 gpm, Pierce Quantum, 2012, CAFS, C-73, Engine 262, Lic #G094EK | | 4 | \$160.00 | HRLY | | |
| o. Type 1 Engine, 500 gal, 1500 gpm, Pierce Quantum, 2012, CAFS, C-74, Engine 261, Lic #G095EB | | 4 | \$160.00 | HRLY | | |
| p. Command Vehicle, SUV, Ford Expedition, 2014, 4x4, 3/4 Ton, C-77, Car 261, Lic.#G122EK | | 1 | \$65.00 | HRLY | \$0.65 | Mile |
| q. Command Vehicle, Pickup, Ford F-350 Super Cab, 2014, 4x4, 3/4 Ton, C-78, Battalion 261, Lic.#G118EK | | 2 | \$65.00 | DLY | \$0.65 | Mile |
| (18) Special Provisions | | | | | | |
| Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. | | | | | | |
| (19) FIRE DEPT/AGENCY REPRESENTATIVE | | (20) NAME AND TITLE (PLEASE PRINT) | | | (21) DATE | |
| | | Paul Bourgeois Fire Chief | | | | |
| (22) STATE FORESTRY DIVISION REPRESENTATIVE | | (23) NAME AND TITLE (PLEASE PRINT) | | | (24) DATE | |
| | | John Truett, District Forester | | | | |

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

| | | | | | | |
|---|--|------------------------------------|-------------------|------|--------------|------|
| COOPERATIVE FIRE RATE AGREEMENT NUMBER | | IGA REFERENCE AGREEMENT NUMBER | | | | |
| 01-0060-14 | | KR94-1165-LNR | | | | |
| (1) FIRE DEPT/AGENCY NAME (COOPERATOR) | | (6) STATE DISTRICT OFFICE | | | | |
| Superstition Fire/Medical District | | Phoenix District | | | | |
| (13) EQUIPMENT DESCRIPTION | | (14) STANDARD STAFFING | RATES | | | |
| List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability. | | | (15) WORK OR HRLY | | (16) SPECIAL | |
| | | | RATE | UNIT | RATE | UNIT |
| r. Command Vehicle, Pickup, Ford F-150, 2014, 4x4, 1/2 Ton, C-79, C-262, Lic.#G130EK | | 1 | \$45.00 | DLY | \$0.45 | Mile |
| s. Command Vehicle, Pickup, Ford F-350 Super Cab, 2002, 4x4, 1 Ton, C-50, Reserve Unit, Lic.#G050DB | | 1 | \$74.00 | DLY | \$0.74 | Mile |
| t. Command Vehicle, Pickup, Ford F-150, 2014, 4x4, 1/2 Ton, C-80, Reserve Unit, Lic.#G131EK | | 1 | \$45.00 | DLY | \$0.45 | Mile |
| u. Command Vehicle, Pickup, Chevy GK2, 2000, 4x4, 1/2 Ton, C-22, Reserve Unit, Lic. #G582CH | | 1 | \$45.00 | DLY | \$0.45 | Mile |
| v. Command Vehicle, Pickup, Ford F-350, 2004, 4x4, 1 Ton, C-36, Reserve Unit, Lic. #G181DX | | 1 | \$74.00 | DLY | \$0.74 | Mile |
| w. Command Vehicle, Pickup, Ford F-350 Super Cab, 2004, 4x4, 1 Ton, C-33, Reserve Unit, Lic. #G182DX | | 1 | \$74.00 | DLY | \$0.74 | Mile |
| x. Light Vehicle, Ford E-550, 2003, 4x4, 1 Ton, Rehab Bus, C-56, Rehab 263, Lic. #G402DR | | 1 | \$78.00 | DLY | \$0.78 | Mile |
| y. Command Vehicle, Pickup, Ford F-350 Super Cab, 2005, 4x4, 1 Ton, C-59, Reserve Unit, Lic.#G790EB | | 1 | \$74.00 | DLY | \$0.74 | Mile |
| z. Command Vehicle, SUV, Ford Expedition, 2006, 4x4, 3/4 Ton, C-64, Reserve Unit, Lic.#G145EC | | 1 | \$65.00 | DLY | \$0.65 | Mile |
| aa. Command Vehicle, Pickup, Ford F-150, 2016, 4x4, 1/2 Ton, C-92, C-261, Lic.#G237HG | | 1 | \$45.00 | DLY | \$0.45 | Mile |
| bb. Command Vehicle, Pickup, Ford F-150, 2016, 4x4, 1/2 Ton, C-85, BC-261, Lic.#G236HG | | 1 | \$45.00 | DLY | \$0.45 | Mile |
| (18) Special Provisions | | | | | | |
| Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. | | | | | | |
| (19) FIRE DEPT/AGENCY REPRESENTATIVE | | (20) NAME AND TITLE (PLEASE PRINT) | | | (21) DATE | |
| | | Paul Bourgeois Fire Chief | | | | |
| (22) STATE FORESTRY DIVISION REPRESENTATIVE | | (23) NAME AND TITLE (PLEASE PRINT) | | | (24) DATE | |
| | | John Truett, District Forester | | | | |

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

| COOPERATIVE FIRE RATE AGREEMENT NUMBER | | IGA REFERENCE AGREEMENT NUMBER | | | | |
|--|--|------------------------------------|-------------------|-----------|--------------|------|
| | | | | | | |
| (1) FIRE DEPT/AGENCY NAME (COOPERATOR) | | (6) STATE DISTRICT OFFICE | | | | |
| | | | | | | |
| (13) EQUIPMENT DESCRIPTION | | (14) STANDARD STAFFING | RATES | | | |
| List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability. | | | (15) WORK OR HRLY | | (16) SPECIAL | |
| | | | RATE | UNIT | RATE | UNIT |
| dd. | | | | | | |
| ee. | | | | | | |
| ff. | | | | | | |
| gg. | | | | | | |
| hh. | | | | | | |
| ii. | | | | | | |
| jj. | | | | | | |
| kk. | | | | | | |
| ll. | | | | | | |
| mm. | | | | | | |
| nn. | | | | | | |
| (18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. | | | | | | |
| (19) FIRE DEPT/AGENCY REPRESENTATIVE | | (20) NAME AND TITLE (PLEASE PRINT) | | (21) DATE | | |
| | | | | | | |
| (22) STATE FORESTRY DIVISION REPRESENTATIVE | | (23) NAME AND TITLE (PLEASE PRINT) | | (24) DATE | | |
| | | | | | | |

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)

| | | |
|--|------------------------------------|--------------------------------|
| COOPERATIVE FIRE RATE AGREEMENT NUMBER | AMEND NO. | IGA REFERENCE AGREEMENT NUMBER |
| | | |
| (1) FIRE DEPT/AGENCY NAME (COOPERATOR) | | (6) STATE DISTRICT OFFICE |
| | | |
| EFFECTIVE DATES | | |
| BEGINNING | | ENDING |
| <p>Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.</p> <p>Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (01/14) attached hereto.</p> <div style="height: 400px; border: 1px solid black; margin-top: 10px;"></div> | | |
| (18) FIRE DEPT/AGENCY REPRESENTATIVE | (19) NAME AND TITLE (PLEASE PRINT) | (20) DATE |
| | | |
| (21) STATE LAND DEPT. REPRESENTATIVE | (22) NAME AND TITLE (PLEASE PRINT) | (23) DATE |
| | | |

Appendix D

d) **Physio Control Service and Maintenance Agreement for Life Pac Heart Monitors**

Submitted By:

Fire Chief Paul Bourgeois

Division Chief Rick Ochs

Background / Discussion:

This Contract is for service and repairs per the agreement for six (6) Life Pac 15 Monitors. The contract agreement begins 7/1/16 and expires on 6/30/20. Four (4) monitors are for the Transportation Division (150 Fund) and two (2) of the monitors are for the EMS Division (100 Fund).

Financial Impact/Budget Line Item:

\$7508.02 per year (\$30,033.30 for four year agreement)

Cost Per Monitor \$1,251.39

\$2,502.76 per year / 100-40-61530-41

\$5,005.56 per year / 150-40-61530-41

Staff Recommendation:

Staff recommends the approval of the service agreement for heart monitor maintenance with Physio Control.

Enclosure(s):

Physio Control Contract



Go to Appendix E

Go to Agenda

TECHNICAL SERVICE SUPPORT AGREEMENT ADDENDUM



Contract Number: PB20S381

End User # 00990504
SUPERSTITION FIRE & MED DIST
565 N IDAHO RD
APACHE JUNCTION, AZ 85119

Bill To # 00990504
SUPERSTITION FIRE & MED DIST
565 N IDAHO RD
APACHE JUNCTION, AZ 85119

This Technical Service Support Agreement begins on 7/1/2016 and expires on 6/30/2020.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$30,033.30 per term, payable in Annual installments.

This price represents an adjustment of \$18,469.30 based on this contract's previous price of \$11,564.00

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
Travel Charges Zone 5, \$750.00 2 yr under AC-0061

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number: PB20S381

Territory Rep: WECC75
Chavez Alejandro
Phone: 8004421142
FAX: 800-772-3340

Customer Contact:
Rob Bessee
Phone: 480-982-1299
FAX: 480-982-0167

Reference Number: AC-1063
Printed: 9/24/2015

Addendum
Page 1 of 5

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; © this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number: PB20S381

Servicing Rep: Chavez Alejandro, WECC75

District: SOUTHWEST

Phone: 8004421142

FAX: 800-772-3340

Equipment Location: APACHE JUNCTION FIRE DIST, 00990502
1455 E 18TH AVE
APACHE JUNCTION, AZ 85219

Scope Of Service On Site Preventative Maintenance; Ship In Repair Plus

| Model | Part Number | Serial Number | Ref. Line | Effective Date | Expiration Date | Total Inspections |
|-------------|--------------|---------------|--------------|-------------------|--------------------|----------------------|
| LIFEPAK® 15 | V15-5-000586 | 43418665 | 1 | 7/1/2016 | 6/30/2020 | 4 |
| LIFEPAK® 15 | V15-5-000586 | 43418201 | 2 | 7/1/2016 | 6/30/2020 | 4 |
| LIFEPAK® 15 | V15-5-000586 | 43838179 | 3** | 9/6/2016 | 6/30/2020 | 3 |
| LIFEPAK® 15 | V15-5-000586 | 43820736 | 4** | 9/6/2016 | 6/30/2020 | 3 |
| LIFEPAK® 15 | V15-5-000586 | 43820547 | 5** | 9/6/2016 | 6/30/2020 | 3 |
| LIFEPAK® 15 | V15-5-000586 | 43818920 | 6** | 9/6/2016 | 6/30/2020 | 3 |

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

Appendix E

e) East Valley Wellness Contract

Submitted By:

Fire Chief Paul Bourgeois

Acting Assistant Chief Brett Broman

Background / Discussion:

This item comes before the board for discussion and possible approval of a contract between the SFMD and East Valley Wellness (EVW) to perform annual firefighter medical evaluations. Over the past few years, our organization has compared our medical evaluation services in order to assure we provide the most comprehensive medical evaluation process that meets or exceeds industry standards (NFPA 1582).

After comparing services and cost from both Banner Health and Heart Fit for Duty, the SFMD recommends East Valley Wellness as our medical evaluation service provider. This change is expected to be cost neutral and allows us to lock in current rates for 3 years with an option to extend to 5 years. There will also be an increase in efficiency due to the location of EVW being at Mountain Vista Hospital and being able to process multiple crews per day through their evaluations. In addition, EVW is able to provide a behavioral screening component to these evaluations which is an extremely valuable benefit to our employees.

Financial Impact/Budget Line Item:

East Valley Wellness Contract will not have any financial impact and will be cost neutral.

Staff Recommendation:

Approval of East Valley Wellness Contract

Enclosure(s):

East Valley Wellness Contract



Go to Appendix F

Go to Agenda

AGREEMENT PURSUANT TO SOLICITATION

SUPERSTITION FIRE & MEDICAL DISTRICT, an Arizona fire district (“District”)

| | |
|------------------|--|
| Department Name | Superstition Fire & Medical District |
| USPS Address | 565 N. Idaho Road Apache Junction, AZ 85119 |
| Delivery Address | 565 N. Idaho Road Apache Junction, AZ 85119 |
| Attention | Richard Mooney |
| Telephone | (480) 982-4456 |
| Facsimile | (480) 982-0183 |
| Email | Richard.mooney@SFMD.az.gov |

AND

East Valley Wellness Center, a(n) Arizona business entity/individual (“Contractor”)

| | |
|------------------|--|
| Company Name | East Valley Wellness Center, LLC |
| USPS Address | PO Box 52992 Mesa, AZ 85208 |
| Facility Address | 1301 S. Crismon Road Suite 1669 Mesa, AZ 85209 |
| Attention | |
| Telephone | (480) 373-2399 |
| Facsimile | (480) 373-2396 |
| Email | shelly@evwellness.com |

**EAST VALLEY WELLNESS CENTER, LLC AND SUPERSTITION FIRE & MEDICAL DISTRICT
FIREFIGHTER WELLNESS EXAMINATION AGREEMENT PURSUANT TO SOLICITATION**

This Agreement ("Agreement") pursuant to a solicitation is made and entered into this 1st day of May, 2016, by and between the Superstition Fire & Medical District, Apache Junction, Arizona, an Arizona Fire District ("District"), and East Valley Wellness Center, LLC, a(n) Arizona corporation/company/natural person ("Contractor"). The District and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The District issued a solicitation ("Solicitation") on February 1, 2016 for Firefighter Medical Exams, to which Contractor provided a response ("Response"); and
- B. The District accepted Contractor's Response as being in the best interest of the District and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term of three (3) years beginning on May 1, 2016 and ending on April 30, 2019. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions agreed upon by the Parties in accordance with this Section 1.
 - 1.1 **Renewal.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum extension period of two (2) years. Any renewal will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the initial Term of this Agreement, including any renewals permitted herein, at the District's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the District's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The District will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the

same terms and conditions as in effect immediately prior to the expiration of the then-current term.

2. **Scope of Work.** During the Term of the Agreement, Contractor will provide the necessary staff, services and associated resources to provide the District with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("**Scope of Work**") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the District will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Payment**

- 3.1 **General.** Subject to the provisions of the Agreement, the District will pay Contractor the sum(s) described in **Exhibit B** ("**Contract Amount**") in consideration of Contractor's performance of the Scope of Work during the Term. Contractor acknowledges the District may, at its option and where available: (i) use a MasterCard Procurement Card to place and make payment for orders under the Agreement; and (ii) use the Internet to communicate with Contractor and to place orders as permitted under this Agreement.

- 3.2 **Invoices.** Payment will be made to Contractor in the manner described in **Exhibit B** following the District's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the District/Department/Division requesting the services or material from the Contractor. A properly completed invoice must contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. District billing information;
- c. District contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or deliver;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
- i. If applicable, mileage or travel costs; and
- j. Total amount due.

- 3.3 **Payment of Funds.** Payment will be made to Contractor by either: (i) Purchase Order when Contract Amount will be paid to Contractor as a one-time payment; (ii) Direct Order off of a Master Agreement when multiple payments totaling the

Contract Amount will be made to Contractor; (iii) a MasterCard Procurement Card; or (iv) as otherwise stated in **Exhibit B**.

3.4 **Availability of Funds.**

- a. The District's payment of any funds to Contractor under the Agreement is contingent upon the availability of funds by the District for disbursement as described in the District's Standard Terms and Conditions.
- b. If any action is taken by any state or federal agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations that in any way affect the Agreement, the District may amend, suspend, decrease, or terminate its obligations under the Agreement. The District will provide written notice of the effective date of any suspension, amendment, or termination based upon the availability of funds at least ten (10) days in advance; any payment to Contractor based on such suspension or termination will be paid in accordance with the District's Standard Terms and Conditions.

3.5 **Disallowed Costs, Overpayment.** If at any time the District determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/services not in accordance with the Agreement, the District will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by the Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. **Cooperative Purchasing.** The District participates in cooperative purchasing with other governmental entities.

5. **Requirements Contract.** Contractor acknowledges and agrees that the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the District identifies a need and issues a purchase order or a written notice to proceed. The District reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the District agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The District will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

6. **Insurance.** Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section from insurance companies authorized to do business in the State of Arizona; the insurance must cover all operations and services performed by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the District, its' agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insureds, as evidenced by providing an additional insured endorsement.
- 6.1 Nothing in this Section 6 limits Contractor's responsibility to the District. The insurance requirements herein are minimum requirements for the Agreement and in no way limit the indemnity promise(s) contained in the Agreement.
 - 6.2 District does not warrant that the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of the performance of the Scope of Work under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
 - 6.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement including any warranty periods.
 - 6.4 Prior to the execution of the Agreement, Contractor will provide District with a Certificate of Insurance (using an appropriate ACORD certificate) signed by the issuer with applicable endorsements. The District reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto that are required under the Agreement.
 - 6.5 When the District requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the District is a certificate holder, Contractor agrees that no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the District.
 - 6.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the District, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
 - 6.7 All insurance certificates and applicable endorsements are subject to review and approval by the District's Risk Manager.
 - 6.8 Types and Amounts of Insurance. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. IF CONTRACTOR OPERATES WITH NO EMPLOYEES, CONTRACTOR MUST PROVIDE WRITTEN PROOF TO THE CITY HE/SHE HAS NO EMPLOYEES. IF EMPLOYEES ARE HIRED DURING THE COURSE OF THIS AGREEMENT, CONTRACTOR MUST PROCURE WORKER'S COMPENSATION IN ACCORDANCE WITH THE PROVISIONS OF ARIZONA LAW.
 - b. Professional Liability in an amount of not less than \$1 million per occurrence.
 - c. Commercial general liability in amounts not less than \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.
- 7. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the addresses listed on Page 1 of this Agreement.
- 8. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the District;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than District, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
- 9. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
- 10. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

11. **Attorney's Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
12. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
13. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

East Valley Wellness Center, LLC, an Arizona business entity/individual

Signature: _____

Title: President

Printed Name: Gary A. Smith

Superstition Fire & Medical District, an Arizona fire district

Signature: _____

Title: _____

Printed Name: _____

Exhibit List

- A. Scope of Work
- B. Pricing
- C. Business Associate Agreement

EXHIBIT A SCOPE OF WORK

DETAILED SPECIFICATIONS (SCOPE OF WORK) East Valley Wellness Center, LLC will provide the following services:

Annual Firefighter Medical Exams for Superstition Fire & Medical District's approximately one hundred (100) sworn members, which are mandated by law and shall comply with OSHA standards CFR29 1910.134 (e), CFR29 1910.95, and the NFPA standard 1582.

Annual medical exams will begin on May 1st and all annual medical exams will be completed by August 30th of that same year. Scheduling will be discussed upon award of the contract.

East Valley Wellness Center, LLC will maintain the privacy and confidentiality of any protected health information examined or obtained during the course of performance of this agreement and execute a Business Associate Agreement as required under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Components of the Annual Occupational Medical Evaluation will include:

1. **Medical History** – Annual questionnaire which includes changes in health status and known exposures since previous evaluation.
2. **Respirator Medical Evaluation Questionnaire**
 - a. OSHA Standard CFR 29.1910.134 Respirator Protect Program
 - b. Questionnaire supplied by SFMD
 - c. Physician, or Advanced Practice Provider, to be familiar with the above OSHA Standard and to supply a Respirator Certification document to SFMD indicating the member's respirator status if required by District.
3. **Physical Exam**
 - a. Vital Signs
 - b. Head, Eyes, Ears, Nose and Throat (HEENT)
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Breast
 - g. Gastrointestinal
 - i. Rectal exam for mass
 - ii. Occult blood
 - h. Genitourinary
 - i. Pap Smear
 - ii. Testicular Exam
 - iii. Rectal exam for prostate mass

- i. Hernia
- j. Lymph nodes
- k. Neurological
- l. Musculoskeletal
- m. Skin (includes screening for cancer)
- n. Vision

4. Blood Test

- a. Complete Blood Count (CBC) with differential, Red Blood Cells (RBC) indices and morphology and platelet count
- b. Electrolytes (Na, K, Cl, HCO₃, or CO₂)
- c. Renal function (Blood Urea Nitrogen (BUN), creatine)
- d. Glucose
- e. Liver function tests (Alanine Aminotransferase (ALT), Aspartate Aminotransferase (AST), direct and indirect bilirubin, alkaline phosphatase)
- f. Total cholesterol, High-density lipoprotein (HDL), Low-density lipoprotein (LDL), clinically useful lipid ratios, and triglycerides
- g. Prostate specific antigen (PSA) after age forty (40) for positive family history, if African American, or otherwise clinically indicated; after age fifty (50) for all other male members.

5. Urine Laboratory Tests

- a. Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
- b. Microscopic analysis for Red Blood Cells (RBC), White Blood Cells (WBC), casts, and crystals if indicated by results of dipstick
- c. Analysis for occupational chemical exposure

6. Audiology – Results will be compared with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA. Hearing thresholds will be assessed in each ear at the following frequencies:

- a. 500 Hz
- b. 1000 Hz
- c. 2000 Hz
- d. 3000 Hz
- e. 4000 Hz
- f. 6000 Hz
- g. 8000 Hz

7. Spirometry – Results will be compared with baseline and subsequent test results and will be corrected to American Thoracic Society guidelines and normative equations found in Knudson et al. (1983) and American College of Occupational and Environmental Medicine (2000).

- a. Forced Vital Capacity (FVC)

- b. Forced expiratory volume in one (1) second (FEV1)
 - c. FEV1/FVC Ratio
- 8. **Chest Radiographs** – Results will be compared with baseline and subsequent test results. Chest x-rays will be done every five (5) years or when medically indicated.
- 9. **Electrocardiograms**
 - a. Resting 12-lead ECG
- 10. **Colon Cancer Screening**
 - a. Fecal Occult blood test for every member over forty (40) years old or earlier if clinically indicated.
- 11. **Weight and Body Composition**
 - a. Body weight and body mass index shall be measured and recorded
 - b. Body composition evaluation by skinfold measurement

Summary of additional testing required by SFMD components of the Annual Occupational Medical Evaluation of Members (this testing will be concurrent with the NFPA Standard 1582-Components of the Annual Occupational Medical Evaluation of Members):

- 1. **Stress Echocardiogram Recommendations** (those who meet one of the criteria below)
 - a. As recommended by physician
 - b. Positive or questionable changes on 12 lead ECG
 - c. New onset of chest pain, symptoms of coronary disease, or known coronary disease
 - d. Over the age of 45 (men) and 55 (women) with one or more of the following risk factors
 - i. Total Cholesterol > 240mg/dl
 - ii. Hypertension (systolic > 140 or diastolic >90)
 - iii. Diabetes
 - iv. Smoker
 - v. Family History of premature Coronary Artery Disease (CAD)
 - vi. Framingham risk score > 10
 - e. Metabolic Syndrome (meets 3 or more of the risk factors below)
 - i. Abdomen Obesity (waist circumference > 40 in men, > 35 in women)
 - ii. Triglycerides > 150mg/dl
 - iii. HDL cholesterol < 40mg/dl for men, < 50mg/dl for women
 - iv. Blood Pressure > 135/85mm/hg
 - v. Fasting glucose > 110mg/dl, non-fasting glucose > 180 or an HbA1c > 5.7

2. Additional Blood Tests may include:

- a. NMR Lipoprofile (LDL particle size measurement)
- b. HbA1C
- c. Insulin Levels
- d. Thyroid Testing (TSH)

Optional testing may be considered by SFMD but only implemented following discussion with Joint Wellness Committee:

- a. Cardiac CT for coronary artery calcium score
- b. Corus CAD
- c. Medication Genotype Testing

TECHNICAL SPECIFICATIONS (ITEMIZED REQUIREMENTS)

1. Physicians/Advanced Practice Providers/Staff

- a. East Valley Wellness Center, LLC contacts will be:

Gary A. Smith, MD, MMM, FAAFP (President/Owner)
Shelly Leonard (Administrator)

- b. East Valley Wellness Center healthcare providers are experienced with conducting Firefighter Medical Exams. Each physician is a board certified family physician with experience in preventative healthcare, acute and chronic disease management, and occupational health. Physician will provide appropriate oversight of any Advanced Practice Providers where indicated.
- c. East Valley Wellness Center has established relationships with reputable cardiologists who are familiar with the job demands of a firefighter. SFMD members will be seen within three (3) days by a cardiologist for a stress echocardiogram. The cardiologist who performs the stress echocardiogram will submit their bill through the East Valley Wellness Center, who in turn will bill SFMD.
- d. East Valley Wellness Center had demonstrated for more than ten (10) years a commitment to firefighters and will be dedicated to SFMD members. Its' healthcare providers will spend the appropriate amount of time necessary to perform a thorough exam and counsel the members on individual health issues found during the exam and answer any questions firefighters may have.

2. Exams

Exams will be based on the NFPA 1582 standard for candidate medical evaluations. Refer to: Summary of NFPA Standard 1582 and Summary of Additional Testing Required by SFMD.

- a. East Valley Wellness Center will accommodate medical examinations two (2) to three (3) days per week, with the primary days being Monday through Friday. East Valley Wellness Center will accommodate twelve (12) to sixteen (16) members per day with eight (8) in the morning and eight (8) in the afternoon. The first unit will arrive at 7:30 am and the remaining units will be scheduled at three (3) hour intervals throughout the day.
- b. Examinations will be conducted May 1st through August 30th of each year. East Valley Wellness Center will complete all exams by August 30th of each year.
- c. To minimize wait times, East Valley Wellness Center will provide:
 - i. Fasting laboratory draws thirty (30) days prior to the health, wellness and fitness exams
 - ii. Exclusive firefighter waiting “staging” area
- d. East Valley Wellness Center will inform SFMD members if there is an interruption in the flow of the exam that may result in a long waiting period and will explain the reason for the wait. Wait times will be minimized as firefighters are the only ones within the facility at the time of the evaluations. An onsite SFMD supervisor (i.e. Wellness Captain or his/her designee) may be involved as needed.
- e. East Valley Wellness Center will conduct an 8-12 hour fasting blood draw thirty (30) days before the firefighters scheduled physical exam.
- f. East Valley Wellness Center will collect blood and urine samples for testing purposes. This will be done:
 - i. Early in the morning due to potential fasting requirements
 - ii. Without taking units out of service
 - iii. No more than two (2) months prior to the firefighter’s medical examination
- g. After specimens have been collected, processed, reported, and reviewed, East Valley Wellness Center will contact the firefighter within forty-eight (48) hours, either telephonically, electronically, or both if any action needs to be taken. East Valley Wellness Center will work with the firefighter to develop a plan of care. East Valley Wellness Center will notify the SFMD Wellness Captain concurrently to advise if there is a change in the member’s work status. At this time, East Valley Wellness Center will also make the recommendation for a stress echocardiogram or other testing as may be indicated by the abnormality. East Valley Wellness Center will provide the required assistance and become his/her advocate in the healthcare system making the appropriate referrals, etc. If necessary, the member will be brought in earlier for a full evaluation that may include stress echocardiogram, or other evaluations as deemed necessary, and face-to-face discussion of the abnormal findings.

- h. East Valley Wellness Center will fax or email pass, fail or follow up results of examinations to SFMD within 3 days of the examination.
- i. East Valley Wellness Center will complete referrals electronically and telephonically within forty-eight (48) hours of being seen.
- j. Members with a pre-existing condition: East Valley Wellness Center will accept a document from the member's current specialist explaining the condition and treatment. The signed specialist explanation/document, and/or a conversation with the specialist, will be managed by East Valley Wellness Center personnel. This will allow for an appropriate course of action for the member.
- k. East Valley Wellness Center will provide space for the SFMD Wellness Captain throughout the duration of the firefighter health and wellness exams, if requested.
- l. The following is a list of equipment East Valley Wellness Center utilizes for firefighter wellness examinations:

| | | |
|-------------------------------|-----------------------------|----------|
| Medical Stress Test Treadmill | Cardiac Science | TM55 |
| Medical Stress Test Software | Cardiac Science Care Center | MD |
| 12-Lead ECG | Welch Allyn | CP200 |
| Spirometry/PFT | Welch Allyn | CP200 |
| Vision Exam | Sperian | Titus V4 |
| Hearing Booth | Eckel | AB-200 |
| Hearing Audiometer | Welch Allyn | Am 232 |

3. Facility

- a. East Valley Wellness Center has the ability to perform chest x-ray, CT Coronary Arteries (calcium score), mammography, on-site. East Valley Wellness Center also has phlebotomy and laboratory services within the facility. Blood draws can be done either onsite at East Valley Wellness Center or at a pre-determined location within the crew's battalion. East Valley Wellness Center also completes all cardiac testing onsite. There will be no offsite testing.
- b. East Valley Wellness Center has ample drive-through parking for at least two (2) fire apparatus. The drive-through parking will eliminate the need to back into a parking space and minimize accidents. There is also additional parking available for other types of smaller vehicles as needed. This parking is located on the north side of Mountain Vista Medical Center in a large parking lot just outside the entrance to the East Valley Wellness Center (located on the north side of Mountain Vista Medical Center).

- c. East Valley Wellness Center will provide a waiting/staging area that is separate from the public. The examination rooms will include at a minimum:
 - Two (2) exam rooms
 - Medical treadmill room
 - Multi-use room to complete vision, hearing, and pulmonary function tests
 - One (1) hearing booth
 - One (1) large multipurpose room for fitness evaluations
 - One (1) room for mask-fit testing.
- d. East Valley Wellness Center will have additional rooms in the exam area for SFMD Health Fitness Instructors (HFI's) to complete these evaluations.
- e. East Valley Wellness Center will have a web based scheduling program and will update the scheduling system on a daily basis. East Valley Wellness Center will use ADP AdvancedMD software that will allow tracking for tests and procedures that are not done on an annual basis (i.e. chest x-ray) and complete those tests at the time interval that are required. East Valley Wellness Center employees will train the SFMD Fitness Trainers in its' use so they may also track the members through the fitness assessment, mask fit testing, etc.

4. Medical Records

- a. East Valley Wellness Center will provide firefighter access to their medical records through a password secure portal into the Electronic Health Records (HER). These records will be on a server that will be accessible by the member for thirty (30) years following retirement.
- b. East Valley Wellness Center is capable of receiving electronic health records in a variety of ways. This can be managed by electronic facsimile, CD or thumb drive. Once received, the health record will then require formatting to the ADP AdvancedMD software.
- c. East Valley Wellness Center will utilize temporary help that has been trained in the ADP AdvancedMD software to process the health records from the current provider to its' electronic health records management system.

5. Medical Records

- a. East Valley Wellness Center will invoice Superstition Fire and Medical Department every two (2) weeks. Invoices will be sent to:
Superstition Fire & Medical District
565 N. Idaho Rd.
Apache Junction, AZ 85119

East Valley Wellness Center invoices will include:

Invoice Number
Master Agreement Number
Member's Name
Member's Employee Number
Itemized Costs for Each Member
Total Invoice Amount

EXHIBIT B

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Firefighter Medical Exams to the Superstition Fire & Medical District at the price(s) stated below.

| Item | Description | Price per Exam |
|------|--|----------------|
| 1 | Basic Exam (includes ONLY Items 1-7, 9a, 10-11 on the Summary of the NFPA standard 1582, and additional blood tests as required by SFMD (Item 2-Exhibit A) | \$550.00 |
| 2 | Basic Exam (as identified in Item A on the Pricing and Compensation Page) with X-Ray (Item 8 on the Summary of NFPA standard 1582, Exhibit A) | \$600.00 |
| 3 | Basic Exam (as identified in Item A on the Pricing and Compensation Page) with Stress Echocardiogram. As described in the Summary of Additional Testing (Exhibit A) | \$800.00 |
| 4 | Basic Exam (as identified in Item A on the Pricing and Compensation Page) with Chest X-Ray and Stress Echocardiogram as described in the Summary of Additional Testing (Exhibit A) | \$850.00 |

Cost for hearing and vision re-test: \$40.00

Cost for repeat urinalysis: \$20.00

Cost of Transferring Medical Records: \$3,000.00 (one-time fee at execution of contract)

No fuel surcharges will be anticipated.

Payment terms are net 30 days.

East Valley Wellness Center agrees to honor the prices, terms, and conditions to other agencies.

Appendix F

f) Techsavvy Solutions Group Contract for sfmd.az.gov

Submitted By:

Fire Chief Paul Bourgeois

Planning & Technology Support Administrator Anna Butel

Background / Discussion:

Purpose: To maintain the security, integrity, and functionality of the sfmd.az.gov website.

Contract Includes:

- Wordpress maintenance – plugins, templates, and latest versions
- Patches and security updates
- Software firewall
- Automated site backups
- Basic support for questions about site or requests for small changes/updates
- Regression testing

Financial Impact/Budget Line Item:

\$99.00 a month / 100-10-62105-08

Staff Recommendation:

Approval of the contract with Techsavvy Solutions Group

Enclosure(s):

Contract with Techsavvy Solutions Group



Go to Appendix G

Go to Agenda



Website Maintenance Plan

Maintenance Plan:

\$99/mo

Maintain Wordpress, Plugins, & Templates, keeping them up-to-date with latest versions, patches and security updates. Other benefits include:

- Network Security (software firewall)
- Automated Site Backups

Plan will include basic support for questions about site, maintenance, or requests for small changes or updates. Not to exceed 2 hours in one month. Additional time billed in 1-hour increments at \$90/hr. Major design changes or excessive page layout changes will be quoted separately as a project.

Support provided by TSG Help Desk via call, email, or web portal. Client may use any of these methods to receive support.

Live Phone Support – Monday – Friday – 8a – 5p: 480-464-0328

Email Support: support@tsg-az.com

Support requests sent via email will be assigned to the next available web support agent Monday through Friday, 8a – 5p.

Website support: http://tsg-az.com/support

Support requests sent via web portal will be assigned to the next available web support agent Monday through Friday, 8a – 5p.



Techsavvy Solutions Group

TERMS & CONDITIONS

WHEREAS, TSG ("Selah Information Systems, Inc.", DBA (TSG) "Techsavvy Solutions Group, Inc.") is engaged in the business of information technology & technical consulting services, software development and maintenance,

WHEREAS, Client ("_____") wishes to utilize the services of TSG in connection with the provision of the Website Maintenance Plan, ("Plan"),

NOW, THEREFORE, TSG and Client agree as follows:

1. Scope of Services

TSG will perform the services described in the Website Maintenance Plan ("Plan"), in order to monitor and manage the website at optimal levels. Client will cooperate with TSG's reasonable requests for information and data necessary for the completion of the Services.

2. Price and Payment Terms

Client will pay TSG for the Work at the price and on the terms described in the pricing presented in the Plan. The price set forth in this Agreement does not include taxes. If TSG is required to pay any federal, state or local taxes based on the products or services provided under this Agreement, these will be separately billed to Client. TSG will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead Client will be fully responsible for payment of said interest and penalties.

Payment is required in advance. Client will be invoiced at the beginning of each month based on the Plan. Preferred method of payment is credit card on file, billed automatically each month. Payment by check also accepted. Payments not received by the 5th of the month will be considered past due. A late charge of 2% per month will be assessed on past due invoices. Invoices not paid by the tenth (10th) of the month will halt support service until payment is made. Invoices not paid by the end of the month for that month's service will be considered breach of contract and will terminate the Support Agreement between Client and TSG. Upon termination of contract, TSG will not be liable for any outstanding support ticket or resolution of any network issues, whether new or existing.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of TSG's Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay TSG for all of TSG's Work performed up to the date of termination. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. Any TSG-owned equipment that is on Client premises, on loan or otherwise, must be returned immediately upon written notification of termination.



Techsavvy Solutions Group

4. Confidential Information

All information relating to Client which is clearly marked as such in writing will be held in confidence by TSG and will not be disclosed or used by TSG except to the extent that such disclosure or use is reasonably necessary to the performance of TSG's Work.

All information relating to Client which is clearly marked as such in writing will be held in confidence by TSG and will not be disclosed or used by TSG except to the extent that such disclosure or use is reasonably necessary to the performance of TSG's Work.

These obligations of confidentiality will extend for a period of one (1) years after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

5. Intellectual Property Rights

Residual Rights of TSG. Except as provided in Section 5.B, TSG and TSG's personnel shall be free to use and employ their general professional skills, know-how, and expertise, and to use, disclose, and employ any pre-existing generalized ideas, concepts, know-how, or skills that are used generally by TSG in its personnel in their business and that do not constitute or inherently disclose Client Information, Work Product or Services. Section 5.B below does not convey to Client exclusive rights in the generalized ideas, concepts, know-how, etc. described in this Section 5.A.

Ownership of Work Product. Except to the extent otherwise specifically agreed in a Work Order, all copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, software, programs, logic diagrams, reports, data files, methodologies, or other works of authorship and other tangible materials developed or created by TSG during the course of performing Client's work, including all Deliverables, (collectively, the "Work Product") shall belong exclusively to Client, shall be promptly disclosed by TSG to Client, and shall, to the extent possible, be considered a work made for hire for Client within the meaning of Title 17 of the United States Code. TSG automatically assigns, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest TSG may have in such Work Product, including any copyrights, patent, or other intellectual property rights pertaining thereto. Upon request of Client, TSG shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to confirm, evidence, or give full and proper effect to such assignment.

Pre-Existing Intellectual Property. TSG shall not deliver to Client under any Work Order any pre-existing works or other works in which proprietary rights are owned by TSG or by any third party, including so-called "open source" software ("Pre-Existing Works") unless (a) the Pre-Existing Work is clearly identified as such in the Work Order or an amendment thereto, (b) TSG has the right to license to Client as described below, the Pre-Existing work as delivered to Client, and (c) Client has consented in writing to its being delivered after its being identified as a Pre-Existing Work. TSG warrants that any Work Product delivered without such identification is original and that neither TSG nor any third party has any proprietary rights therein. To the extent that Pre-Existing Works in the form of third-party programming tools are used by TSG in the creation of software for delivery hereunder, TSG shall deliver to Client a copy of the relevant license to the programming tool, and hereby warrants to Client that all such licenses permit the unrestricted, royalty-free, worldwide distribution, redistribution, modification and resale of all code created with the assistance of the programming tools.



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If Pre-Existing Works are delivered as described above, TSG grants to Client an unlimited, irrevocable, perpetual, assignable, sublicenseable, worldwide, royalty-free license to use, copy, make, have made, sell, lease, distribute, import, export, display, perform, modify, adapt, publish, and otherwise deal in such materials, and modifications and derivative works thereof, in every manner.

6. Warranty and Disclaimer

TSG warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in TSG's Work to TSG in writing within sixty (60) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of TSG's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. TSG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

7. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of TSG's Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold TSG harmless against any claims incurred by TSG arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. TSG's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to TSG.

8. Relation of Parties

The performance by TSG of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between TSG and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will insure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

10. Governance

These terms shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of law. Client and TSG agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Arizona and hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

11. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.



Techsavvy Solutions Group

12. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

13. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

14. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

15. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, estimates, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

By TSG (Techsavvy Solutions Group)

by Client

Signature

Date

Signature

Date

Name/Title

Name/Title

Appendix G

g) Consulting Agreement with Tower Seekers, Inc.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Dave Montgomery

Background / Discussion:

A consulting agreement with Tower Seekers, Inc. for the purpose of reviewing and consulting SFMD on our existing contract with Antenna Sites, Inc. regarding the communications tower at Fire Station 262.

This item is for review and approval of a consulting agreement between SFMD and Tower Seekers, Inc. to review an existing contract between SFMD and Antenna Sites, Inc.

Antenna Sites entered into a contract with AJFD in 2001 to manage a new communications tower located on fire district property at 3955 E. Superstition Blvd., at Fire Station 262.

The original contract was amended in 2003 and again in 2005.

The communications tower industry has grown tremendously in the last 15 years, and has become much more competitive in nature. The large tower located on our property has attracted more business than was originally anticipated. This has resulted in at least one tower modification to strengthen the structure to accommodate additional cell sites.

SFMD has been informed the tower is at capacity at this time, but we have also been informed that there are additional plans in the works to make changes to the existing structure to strengthen it even more which would allow additional commercial lease space.

The original and amended contracts with Antenna Sites provides two important items for our consideration; first, it allows up to 10-11 free spaces for public safety communications equipment; and secondly, it provides for SFMD to receive a monthly lease payment based on the number of paid commercial equipment leases on the tower.

SFMD has a critical vested interest in this tower being available for public safety use as it is a key component to the TOPAZ Regional Wireless Cooperative, providing for a robust public safety communications network in the east valley. The ability to receive regular lease payments is also critical in maintaining reliable revenue streams for the fire district.

Tower Seekers came to our attention as an independent third-party consultant that could offer help and expertise in an area that SFMD does not have.

The attached consulting agreement outlines a comprehensive review of our current contract with Antenna Sites, as well as a rent audit of Antenna Sites to ensure we have been compensated fairly.

Financial Impact/Budget Line Item:

In discussions with Tower Seekers, it was their opinion that this would take up to 4-5 hours of work at \$280 per hour.



Go to Appendix H

Go to Agenda

Staff Recommendation:

Approval contact with Tower Seekers.

Enclosure(s):

FS262 Original Tower Lease

F262 Tower Lease 1st Amendment

F262 Tower Lease 2nd Amendment

Tower Seekers Consult Agreement



Go to Appendix H

Go to Agenda

COMMUNICATION SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (Agreement), made and entered into this 23rd day of January, 2001 by and between the APACHE JUNCTION FIRE DISTRICT, a municipal corporation ("District") and Exac Communications, LLC, an Arizona limited liability company ("Tenant").

WHEREAS, District owns certain real property located in Pinal County, Arizona, on which communication facilities are located or can be constructed.

WHEREAS, District is willing to lease to Tenant, and Tenant desires to take and lease from District a certain portion of the real property for the purpose hereinafter set forth, subject to all terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties agree as follows:

Section 1

LEASED PREMISES

For the consideration described in this Agreement, the receipt and sufficiency of which is acknowledged, District leases the premises (the "Premises"), which are located on that certain real property owned by District, which is more particularly described in the attached Exhibit "A." The Premises as shown on Exhibit "A," attached hereto, are located at: Fire Station #2, 3955 E. Superstition Blvd., Apache Junction, Arizona.

Section 2

TERM

The term of this Agreement ("Initial Term") is for a period of five (5) years, commencing January 23, 2001 ("Commencement Date") and ending on January 23, 2006 ("Ending Date"). This Agreement shall be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides District notice of intention to not renew, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

Section 3

RENTAL AMOUNT

Tenant shall not at any time pay rent to District for the first ten (10) non-District rental antennas (the "Non-District Antennas") on the Antenna Facilities (defined in Section 5 below). Furthermore, Tenant shall not pay rent to District, nor shall District pay rent to Tenant, for the eight (8) antennas, or any portion thereof, provided to District pursuant to Section 7 below. To the extent District requires more than eight (8) antennas, District shall pay such fair market rent as the parties agree for each antenna above the eight (8) provided by Section 7 below, and such additional antenna shall be deemed a "Non-District Antenna" for purposes of calculating Tenant's rent to District. Tenant shall pay as rent to District, calculated on a monthly basis, two and one-half percent (2.50 %) of the gross monthly rent collected from each Non-District Antennas in excess of the first ten (10) Non-District Antennas. Accordingly, Tenant shall pay rent based upon the above percentage of gross monthly collections beginning at, and only attributable to, Non-District Antenna numbers eleven (11) through capacity of the Antenna Facilities (the "Additional

Non-District Antennas") as calculated on the first day of each month. Therefore, in the event and for the period that the number of Non-District Antennas drops below eleven (11), Tenant shall not pay rent to District under this Agreement. Rent for the Additional Non-District Antennas shall be paid to District on or before the 10th day of each month.

Section 4

DISTRICT'S OPTION TO RE-LEASE OR PURCHASE THE ANTENNA FACILITIES

Beginning six (6) months prior to termination of this Agreement, but not less than three (3) months prior to termination of the Agreement, District and Tenant agree to work in good faith to enter into a new lease whereby District shall allow Tenant to continue to lease the Premises and Tenant shall continue to provide communication tower services to District. In the event District and Tenant fail to reach a mutually satisfactory lease agreement, District shall have thirty (30) days to enter into a purchase agreement with Tenant whereby Tenant shall sell to District the Antenna Facilities for the then fair market value determined by a mutual appraisal provided by both the Tenant and the District of the Antenna Facilities provided by Tenant to District, or to allow Tenant six months within which to remove the improvements. Provided however, in no event shall Tenant be permitted to remove the improvement without giving District at least 180 days written notice, thereby granting District sufficient time to construct alternative communication improvements in the interest of public safety.

Section 5

PERMITTED USES

The Premises are leased to Tenant for the sole purpose of constructing, installing, maintaining, repairing, altering, replacing and operating a communications transmitter site facility ("Antenna Facilities") and for no other purpose whatsoever ("Permitted Uses"). Tenant agrees that it will use the Premises in such a manner as to not interfere with or infringe upon the rights of District. Tenant agrees to comply with all applicable laws, ordinances and regulations (Laws) in connection with its use of and/or transfer of any interest in the Premises and in performing all repairs or alterations to the Premises, including all environmental laws and obtaining all necessary permits, licenses or other authorizations required pursuant to such Laws. The Antenna Facilities include all improvements, personal property and related facilities necessary for the transmission and reception of radio communication signals

Section 6

INTERIM BUILDING SPACE

Tenant may occupy District's transmitter building with up to five racks of equipment with one 20 amp AC power circuit per rack. This use may continue until Tenant has filled five (5) racks or ten (10) radios. At such time Tenant will be required to build a separate building for Tenant's use to completely cease all use of District's Building.

Section 7

CONSTRUCTION AND REPAIRS

Any construction and installation that is to be completed by Tenant will be in accordance with the plans, specifications, and agreements approved by both parties (the "Plans and Specifications"), which said approval shall not be unreasonably withheld, delayed or conditioned, and are consistent with the site plan attached hereto as Exhibit "B" and made part of this Agreement. All permanent improvements to the Premises, including without limitation all Antenna Facilities as defined herein, Tenant's Antenna Support Structure, if any, together with any and all improvements of Tenant as shown on Exhibit "B," shall at all times during the term of the term of this Agreement remain the property of Tenant. Furthermore, Tenant's personal equipment cabinets, fixtures, and property installed at and affixed to the Premises by Tenant, shall be and shall remain the property of the Tenant. Tenant may, at any time, remove Tenant's personal equipment cabinets, fixtures, and property from the Premises. Tenant agrees to remove all personal equipment cabinets, fixtures, and property from the Premises within thirty days (30) after the end of the Term or on early termination of this Agreement as allowed in this Agreement.

District has informed Tenant that the District owns the existing communications tower (the "Existing Tower") which will be replaced by the Antenna Facilities contemplated herein. The District shall be responsible for the cost and arrangements of moving the Existing Tower, which may be performed by Tenant pursuant to a separate agreement. Tenant makes no representations or warranties concerning the disruption of services which may result during the period beginning upon the removal of the Existing Tower and ending upon the final installation of the Antenna Facilities. District and Tenant agree to work with the City of Mesa to arrange for adequate temporary service for the District's communication transmitters and receivers during such period of transition. The cost of the temporary services set forth above shall be the responsibility of District and the City of Mesa as they may mutually agree.

Tenant agrees to make all necessary repairs, or commence with repairs, to their Antenna Facilities within seven (7) days of receiving written notice. Tenant shall pay for all repairs to the Premises or Antenna Facilities caused by Tenant, its employees, agents, or invitees. Tenant agrees to maintain the Premises in a clean and neat condition.

District agrees to provide: (a) unrestricted access to the Premises; (b) reasonable access to a source of electric and telephone facilities from the nearest, usable location as determined by Tenant, District and servicing utility company; and (c) the use of a motor vehicle parking space in the parking lot on the site closest to the Premises.

Tenant shall construct and provide to District, a portion of Tenant's antenna support structure consisting of not more than eight (8) antenna spaces as more fully set forth in detail on Exhibit "C", including a separate direct pathway for microwave and radio feedlines from District's equipment to the Antenna Facilities shown on the approved plans in Exhibit "B," all reasonably acceptable to District.

District and Tenant shall purchase a 100kw generator. District and Tenant each agree to pay 50% of the purchase price of the generator and each shall own an undivided 50% interest therein. Operating costs of the generator shall be shared equally between District and Tenant. The generator is to provide secondary service to the District's existing communication facility building and future communication facility building.

At District's sole cost and expense, District shall be responsible for the construction of any perimeter walls or fences and landscaping on the Premises. Provided however, District may engage the services of Tenant to oversee the construction of said walls or fences and the development of said landscaping under the direction of District, and pursuant to a separate agreement or arrangement.

Section 8

CO-LOCATION WITH OTHER COMMUNICATION ENTITIES

Tenant agrees that co-location of other compatible and similar communication users on District sites is mandatory; provided (i) site space is available or where facilities can be modified to allow such use, (ii) said proposed co-location user does not and will not interfere with the radio frequencies of existing tenants, as determined by Tenant, and (iii) said proposed co-location user agrees to enter into a lease agreement with Tenant, as provided by Tenant with terms set by Tenant. The objective of co-location is only to combine antenna use on antenna support structures on District property. District and Tenant agree that if additions or modifications to Antenna Facilities are required for such subsequent use, it will be incumbent on the Tenant to pay for these additions or modifications. The installation, operation, maintenance, and other uses of the co-located antenna and related improvements will not interfere with the Permitted Use by Tenant. If new applicants can be co-located within the parameters of the Tenant's Antenna Facilities, Tenant shall negotiate an appropriate fee with the new applicant, as determined by Tenant in Tenant's sole and absolute discretion. Tenant shall retain applicable rent for co-located use

Section 9

RADIO INTERFERENCE

District shall not install, or permit the installation of any facilities or equipment that will cause radio frequency interference to the Tenant's users. Tenant agrees that the use of its equipment will not cause radio frequency interference to any existing system, including District's systems in operation as of the date of this Agreement.

Section 10

RADIO FREQUENCY INTERFERENCE

Radio frequency interference is any externally caused damage or condition in radio receivers, transmitters or other equipment, which alters their ability to receive the intended radio signals and which is caused by one or more transmitters. Radio interference protection within this Agreement is afforded only to receivers and transmitters co-located on the Antenna Facilities. For purposes of this Lease, radio interference protection means that Tenant shall make every reasonably commercial effort to ensure that receivers and transmitters co-located on the Antenna Facilities are properly separated, constructed, operated and maintained so that the frequency of one receiver or transmitter shall not interfere with the frequency of another receiver or transmitter. Tenant shall have an affirmative duty to monitor radio frequency interference among the radio receivers and transmitters located on the Antenna Facilities.

Section 11

SITE INTERFERENCE

Tenant agrees to use the Premises for the permitted uses only. Any use of the property not previously approved by District that physically blocks or interferes with District or Tenants permitted uses shall be removed within seven (7) calendar days of written notification.

Section 12

TAXES AND LIENS

Tenant agrees to pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof Antenna Facilities.

Tenant shall keep the Premises and Antenna Facilities free from any liens or claims arising out of any work performed, materials furnished or obligations incurred by Tenant, and Tenant shall indemnify and hold District harmless against the same, together with all costs of suit and attorney's fees incurred by District in connection therewith, except if caused by District's negligence or intentional conduct.

Section 13

UTILITY CHARGES

Tenant is responsible for all electric and telephone installation and monthly use charges caused by Tenant's use of the property. Tenant shall separately meter the utilities used by Tenant and District whenever possible. District agrees to cooperate with Tenant in Tenant's efforts to install utility services from the nearest usable location as determined by District, Tenant and the utility company providing service. In the event Section 6-Interim Building Space- is used, Tenant shall pay its pro-rata monthly share of the electric and telephone service as paid by the District to the service providers, as the parties shall mutually agree.

Section 14

ASSIGNMENT AND SUBLETTING

Tenant may at any time assign or transfer this Agreement or sublease all or any portion of the Premises upon receipt of the written consent of District, which consent shall not be unreasonably withheld, delayed or conditioned; provided however, Tenant may assign or sublease without District's prior written consent to any part controlling, controlled by or under common control with Tenant or to any party which acquired substantially all of the assets of Tenant. Tenant shall cause to be executed by its assignee or subtenant an agreement satisfactory to District, whereby such assignee or subtenant agrees to perform faithfully and to assume and be bound by all of the terms, covenants, provisions and agreements of this Agreement for the period covered by the assignment or sublease and to the extent this Agreement is sublet or assigned.

Section 15

ENTRY OF LANDLORD

District reserves the right, without abatement of rent or other charges due hereunder from Tenant to enter upon or have its agent enter the Premises and Antenna Facilities for the inspection of the same, including environmental assessments and audits, to make necessary repairs, including any actions necessary to remediate, abate or clean up any hazardous substances or environmental conditions on the Premises, the cost of which Tenant will be responsible. Except for an emergency, District shall give Tenant at least forty-eight (48) hours advance notice of its intention to enter upon the Premises and Antenna Facilities so that a representative of Tenant can accompany the representative of District. If advance notice cannot be given because of an emergency, District shall give notice to Tenant of its entry within twenty-four (24) hours after such entry. District shall not open any equipment cabinets of Tenant unless a representative of Tenant is present.

Section 16

HAZARDOUS MATERIALS AND SUBSTANCES

Tenant represents, warrants and agrees that it will not use, generate, store or dispose of any Hazardous Material (defined herein) on, under, about or within the Premises in violation of any law or regulation. District represents, warrants and agrees (1) that neither District nor, to District's knowledge, any third party, has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, and (2) that District will not, and will not authorize any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. District and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including responsible attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

Section 17

INDEMNIFICATION

Tenant shall indemnify District against and shall hold District harmless from any and all costs, including reasonable attorney's fees, and claims of liability of loss which arise out of the use and/or occupancy of the Premises and Antenna Facilities by Tenant, unless caused by District's negligent or intentional conduct. This indemnification obligation shall be in addition to any other obligations and liabilities Tenant may have to District at law or equity, and shall survive the term of this Agreement and shall not be subject to any other provisions of this Agreement that operate to limit Tenant's liability, unless caused by District's negligent or intentional conduct.

Tenant shall obtain and keep in effect during the term of this Agreement a public liability policy, with limits of \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to District within thirty (30) days of the Commencement Date. Tenant shall provide a Certificate of Insurance to District on a yearly basis. Said policy or policies shall include District and its agents as additional insured and shall be issued by an insurance company licensed to do business in the State of Arizona, and with an A rating, or better, as determined by

Best Rating Guide and acceptable to District. Any right of District under such insurance shall not limit, in any manner whatsoever, any rights District may have against Tenant under this Agreement. Tenant shall provide District with a Certificate of Insurance. District and Tenant shall look solely to insurance for loss due to any peril which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. Each party shall indemnify and defend the other against loss from their acts and the acts of their employees and agents. The parties shall share in a condemnation award in proportion to their interest in the property taken.

Section 18

DEFAULT

If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default. No action of District shall be construed as an election to terminate this Agreement unless written notice of such intention be given to Tenant. Tenant agrees to pay as additional rental all attorney's fees and other costs and expenses incurred by District in enforcing any of Tenant obligations under this Agreement. Any amounts due from Tenant to District under this Agreement which are not received within ten (10) days after they become payable will be charged a late fee of 1 ½% per month, for each month or fraction thereof, accruing from the date they become payable until said fees are paid.

Section 19

INSOLVENCY OR BANKRUPTCY

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant; or (b) an assignment by Tenant for the benefit of creditors; or (c) any action taken or suffered by Tenant under any insolvency, bankruptcy or reorganization act, shall constitute a default and breach of this Agreement by Tenant. Upon the happening of any such event, District shall have all the rights herein provided in the event of any such default or breach, including without limitation the right, at District's option, to terminate this Agreement or any rights or privileges hereunder by an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

Section 20

TERMINATION

Tenant may terminate this Agreement, without further liability, on thirty (30) days written notice if: (a) Tenant is unable to obtain or loses any governmental approval necessary to construct or use the Antenna Facilities in Tenant's business; or (b) the Premises or Antenna Facilities, in Tenant's good faith judgment, are or become unacceptable or unusable under Tenant's then current business plan, design or engineering specifications for the Antenna Facilities or the Permitted Use. With respect to the foregoing, Tenant, may, but shall have no obligation to appeal or seek renewal of governmental approvals

District may terminate this Agreement, without further liability, on thirty (30) days notice if public convenience and necessity, as reasonably determined by District under applicable law, require such a termination.

In the event Tenant abandons the Antenna Facilities for a period of greater than one-hundred eighty (180) days following written notice from District to Tenant, District shall succeed to all of Tenant's right, title and interest in the Antenna Facilities. After 180 days from the date of delivery of the written notice from District to Tenant, and Tenant's failure to act upon the written notice, the written notice shall constitute an endorsement of ownership and shall serve as a Bill of Sale as a result of the Tenant's abandonment of the facility.

Section 21

NOTICES

All notices or demands to be given hereunder shall be in writing and shall be given to District and to Tenant at such address as either party shall designate, and shall be by registered or certified United States mail with postage prepaid, facsimile or hand delivered.

Tenant:

Exac Communications, LLC

Attn: Steve Goebel

9201 South 156th Place

Gilbert, Arizona 85234

(fax) (480) 497-9871

District:

Apache Junction Fire District

Attn: Fire Chief

3955 E. Superstition Blvd.

Apache Junction, AZ 85215

Section 22

TIME OF THE ESSENCE

Time is of the essence of this Agreement and all of its provisions.

Section 23

GOVERNING LAW

This Agreement shall be construed according to Arizona law, shall be construed according to the fair meaning of the language, not strictly construed against either party, and may be signed in counterparts, facsimile signatures shall be sufficient unless originals are required by third parties.

Section 24

REPRESENTATION

District represents and agrees (a) that it is the owner of the Premises; (b) that it has the right to enter into this Agreement; (c) that the Board Chairperson has the authority to sign this Agreement, upon approval by majority vote of the Board of Directors; (d) that Tenant is entitled to access to the Premises at all times and to the quiet enjoyment of the Premises and Antenna Facilities, including each site, throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond expiration of any cure period, and (e) District is not aware of any threatened or pending condemnation of District's property or improvements that will interfere with Tenant's use of the Premises, including the site.

Tenant represents and agrees that it or its subcontractors have, or shall have at the applicable times, the proper license or licenses necessary to construct, install and operate the tower.

WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes set forth herein as of the day and year first above written.

Tenant:

EXAC COMMUNICATIONS, LLC, an Arizona limited liability company

By: 

Its: President

District: APACHE JUNCTION FIRE DISTRICT, a municipal corporation

By: 

Its: Board Chairperson

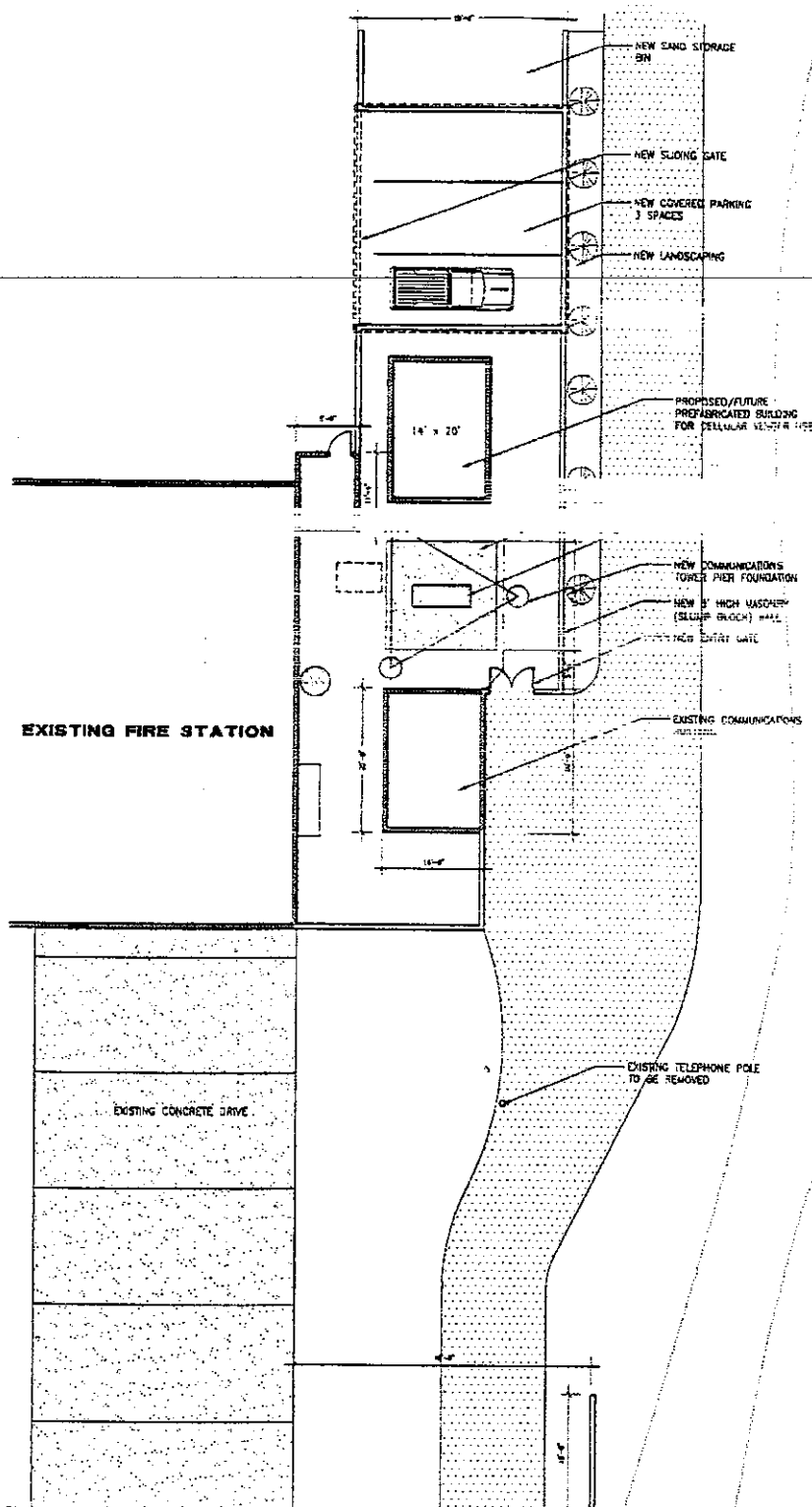


EXHIBIT "A"

Tenant's premises includes proposed / future prefabricated building and communications tower area. Total space is approximately 700 square feet.

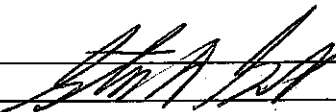
| | | | |
|--|--|------------------------|--|
| DISTRICT | | SITE PLAN | |
| | | | |
| BRUCE ENYART ARCHITECTS NORTHERN PHOENIX, AZ | | ARCHITECTURAL PLANNING | |

Exhibit B

Exhibit B is the site plan defined in Section 7 of the Agreement. Tenant and the District acknowledge that the site plan will be prepared by a qualified individual or individuals, at the sole cost and expense of Tenant, consistent with the terms and conditions of this Agreement. Tenant shall use its best efforts to promptly obtain the site plan and provide it to the District for the District's approval which shall not be reasonably withheld. At such time as the site plan is approved by both Tenant and District, it shall be incorporated into the Agreement as Exhibit B.

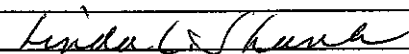
Tenant:

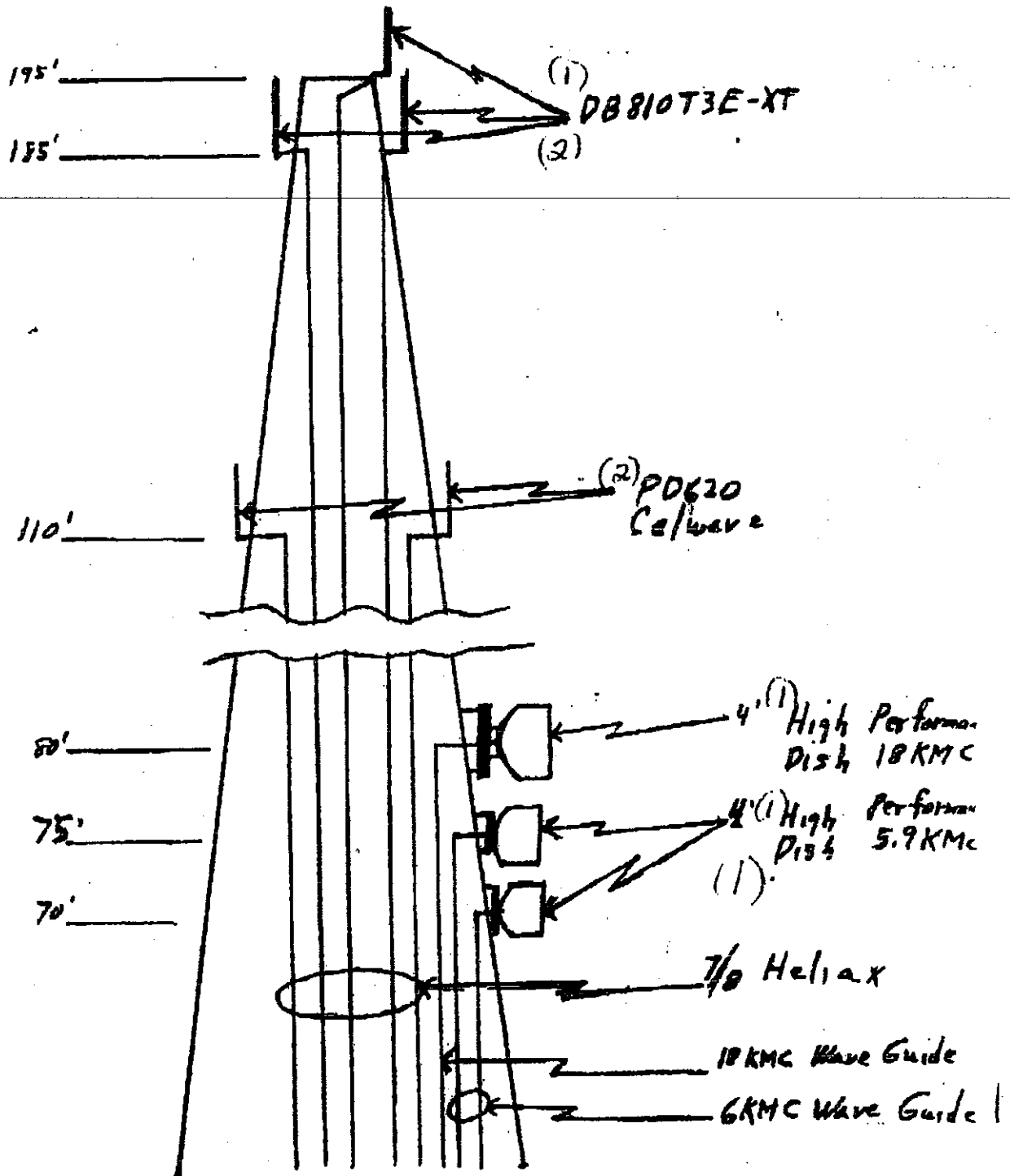
Exac Communications, LLC, an Arizona limited liability company

By: 
Its: President

District:

Apache Junction Fire District, a municipal corporation

By: 
Its: Board Chairperson



195' Tower for City of Mesa
Installed at Apache Junction
Fire Station #2

FIRST AMENDMENT OF LEASE

This First Amendment of Lease ("First Amendment") dated this 1st day of June, 2003 is by and between Antenna Sites, Inc, and Arizona corporation, site manager on behalf of EXAC COMMUNICATIONS LLC, an Arizona corporation ("TENANT") and Apache Junction Fire District, an Arizona municipal corporation ("DISTRICT").

WITNESSETH:

WHEREAS, TENANT and DISTRICT are parties to the certain Communication Site Lease Agreement dated January 23, 2001 (the "Lease"), for certain premises located in Pinal County, Arizona; and

WHEREAS, TENANT and DISTRICT desire to amend certain provision of the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TENANT and DISTRICT agree as follows:

1. Any capitalized term used, but not defined herein, shall have the meaning ascribed to such term in the Lease.
2. As per Section 3, DISTRICT and TENANT agree to the following rates for the Sublease of Additional Antenna Sites in excess of eight (8). The monthly rates are: Microwave dishes are billed at a per foot basis: \$50 per foot at or below 100 feet on the tower; \$62.50 per foot between the 100' and 200 feet level of the tower. The monthly rate for single radiating assembly communications antennas is \$100. Rental tax is added to above rates. Rates increase by 4% annually. Upon each twelve month anniversary from June 1, 2003, the rent will increase by a rate of four percent (4%).

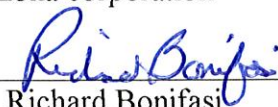
Except as modified herein, all of the terms covenants and conditions contained in the lease shall remain in full force and effect.

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

TENANT:

Antenna Sites Inc.
an Arizona corporation

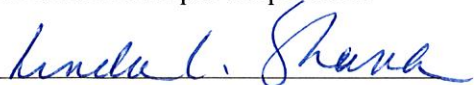
By: _____


Richard Bonifasi
President

DISTRICT:

APACHE JUNCTION FIRE DISTRICT,
an Arizona municipal corporation

By: _____


Board Chairperson

SECOND AMENDMENT OF LEASE

This Second Amendment of Lease ("Second Amendment") dated this 1st day of July, 2005 is by and between Antenna Sites, Inc, and Arizona corporation, site manager on behalf of EXAC COMMUNICATIONS LLC, an Arizona corporation ("TENANT") and Apache Junction Fire District, an Arizona municipal corporation ("DISTRICT").

WITNESSETH:

WHEREAS, TENANT and DISTRICT are parties to the certain Communication Site Lease Agreement dated January 23, 2001 (the "Lease"), for certain premises located in Pinal County, Arizona; and

WHEREAS, TENANT and DISTRICT desire to amend certain provision of the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TENANT and DISTRICT agree as follows:

1. Any capitalized term used, but not defined herein, shall have the meaning ascribed to such term in the Lease.
2. As per Section 3, DISTRICT and TENANT – Rental Amount shall change effective upon execution from (2.5%) to (3.5%). Tenant shall pay as rent to District, calculated on a monthly basis, three and one-half percent (3.5%) of the gross monthly rent collected from each Non-District Antennas in excess of the first ten (10) Non-District Antennas.
3. Exhibit "A" shall be removed and replaced with Amended Exhibit "A"

Except as modified herein, all of the terms covenants and conditions contained in the lease shall remain in full force and effect.

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

TENANT:

Antenna Sites Inc.,
an Arizona corporation

By: _____
Richard Bonifasi
President

DISTRICT:

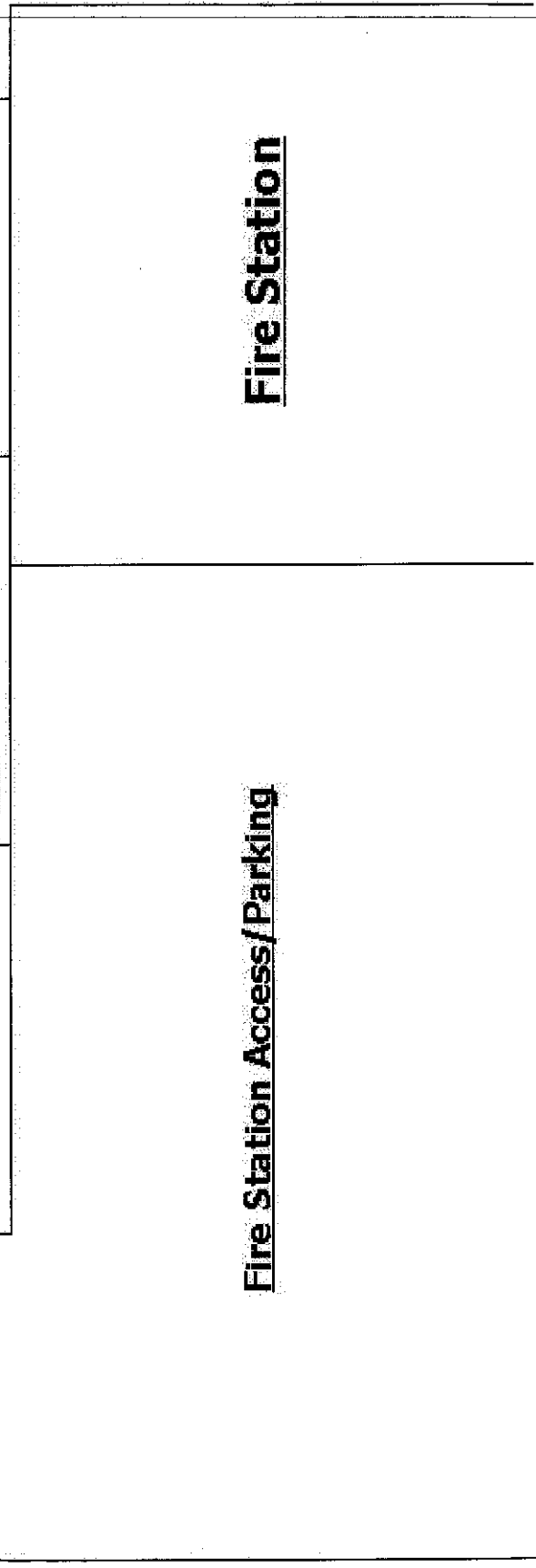
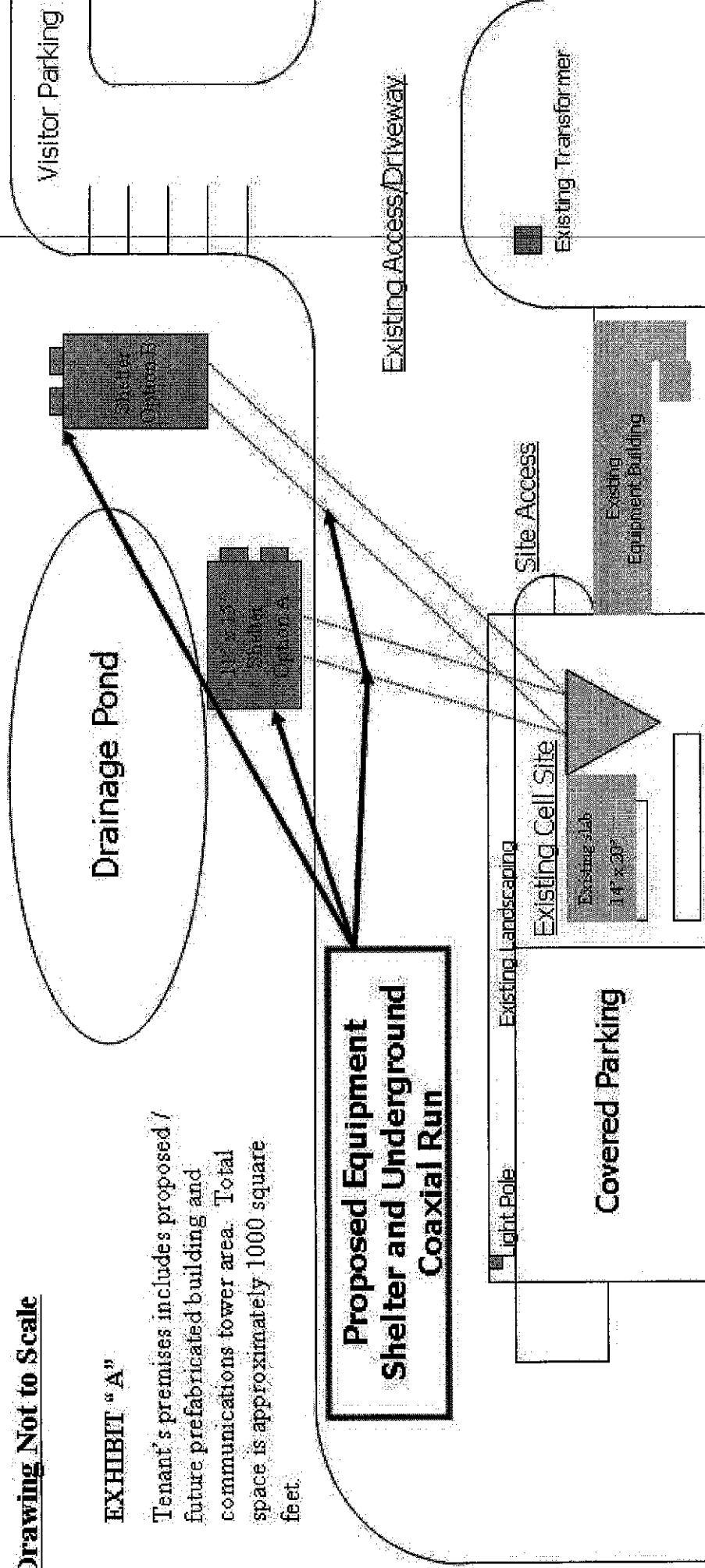
APACHE JUNCTION FIRE DISTRICT,
an Arizona municipal corporation

By: Mike Cooney
Mike Cooney
Acting Board Chairman

Drawing Not to Scale

EXHIBIT "A"

Tenant's premises includes proposed / future prefabricated building and communications tower area. Total space is approximately 1000 square feet.





3805 Shale Court • Carlsbad, CA 92010

Tel: (760) 917-1123 • Fax (760) 730-3863 • Email: mike@towerseekers.com

CONSULTING AGREEMENT

This Agreement (the "Agreement") is made and entered into this _____ day of March, 2016 (the "Execution Date"), by and between J&F Associates doing business as Tower Seekers ("Tower Seekers") and Superstition Fire and Medical District ("Client") with property located at 3955 East Superstition Blvd, Apache Junction, AZ 85215.

Client desires consultation and advice concerning its lease with Exac Communications, currently administered by Antenna Sites. Tower Seekers desires to assist Client as its consultant on matters relating to Client's lease. Therefore the parties agree as follows:

1. Services to be provided. Client hires Tower Seekers to provide consulting services as follows:
 - a. Review Client's leases and site plans.
 - b. Consult with client on rights and responsibilities.
 - c. Provide advice to Client as requested by Client.
 - d. Request rent audit from Antenna Sites.
 - e. Provide other services requested by Client.

Tower Seekers will provide all consulting services as needed and requested by Client during the term of this Agreement. Tower Seekers will take reasonable steps to respond promptly to Client's inquiries.

2. Services specifically excluded. Although Tower Seekers is owned and operated by Michael H. Ritter who is a licensed California attorney and real estate broker, this Agreement is not an attorney-client fee agreement. This Agreement does not cover litigation services of any kind. Services in any matter not described above will require a separate agreement.
3. Client's duties. Client agrees to be truthful and to cooperate and to keep Tower Seekers in providing services under this agreement. Client agrees to pay Tower Seekers on time and as agreed.
4. Term. The term of this agreement is one year from the effective date defined in paragraph 17.
5. Fees. Client agrees to pay an hourly fee of \$280. Fees will be invoiced on a monthly basis and are payable upon receipt of an invoice from Tower Seekers.

6. Deposit. The deposit is waived.
7. Costs and other charges. Client agrees to reimburse Tower Seekers for costs and expenses incurred by Tower Seekers in performing its duties to Client under this agreement. Such costs include, but are not limited to, photocopying and other document reproduction costs, delivery fees, postage, travel costs including mileage and parking. A schedule of costs is attached to this Agreement as Schedule A.
8. Billing statements. Tower Seekers will send Client periodically statements for fees and costs incurred. Each statement will be payable within ten (10) days of receipt. The statements shall include the amount, rate, basis of calculation of fees and costs. Costs will be clearly identified by item and amount.
9. Termination. Either party may terminate this agreement upon written notice. Any payment due to Tower Seekers at the time of termination by Client shall be paid in full at the time of termination.
10. Disclaimer of Guarantee. Nothing in this Agreement and nothing in Tower Seekers' statements to Client will be construed as a promise or guarantee about the outcome of the matter. Tower Seekers makes no such promises or guarantees and comments about the outcome of the matter are expressions of opinion only.
11. Confidentiality. The terms of this agreement and the nature of the parties' relationship shall remain confidential. The parties agree to keep confidential and not to disclose or use or permit its employees to disclose to any person or use any Confidential Information, except that either party may furnish Confidential Information to other entities that have been reviewed and approved by the other. Upon termination of this Agreement or at any time upon request, the party in possession of Confidential Information shall either (i) promptly destroy all copies of the written Confidential Information in its possession or the possession of its employees and confirm such destruction to in writing; or (ii) promptly deliver all copies of the Confidential Information (including writings reflecting oral Confidential Information) in its or its employees' possession. The term "Confidential Information," shall mean all information, in any form or medium, disclosed to, or learned by, either party or any of its employees in connection with this Agreement and that relates to its business. Confidential Information shall not, however, include any information that either party can demonstrate (i) is publicly known through no wrongful act of the party or breach of the parties' obligation of confidentiality; (ii) was lawfully known to the party prior to the time it was disclosed to, or learned by, the party during the term of this Agreement; or (iii) was received by the party from a third party not in breach of any obligation of confidentiality.
12. Independent Contractor. Tower Seekers shall have no authority to bind Client for any matter. Tower Seekers shall be an independent contractor and neither Client nor any of its employees shall be deemed an agent, employee, servant, or representative of Tower Seekers.

Nothing in this Agreement is intended or shall be construed to create an employee/employer, partnership or joint venture relationship between the parties.

13. Indemnification. Tower Seekers and Client agree to indemnify and hold each other and each others' directors, officers, employees, and agents harmless from and against any and all losses, damages, liabilities, costs, fees and expenses including without limitation to court costs and reasonable attorneys fees and expenses relating to or arising as a result of any action or inaction taken by either party or any of their agents, employees, officers or affiliates.
14. Entire agreement. This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
15. Severability in case of partial invalidity. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
16. Modification by subsequent agreement. The Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both.
17. Effective date. The Agreement will govern all services performed by Tower Seekers on behalf of Client commencing with the date of execution by both parties.
18. Arbitration; Attorney's Fees. In the event of any dispute under this Agreement, the parties shall submit the dispute to arbitration . The parties further agree that attorneys' fees and costs shall be paid to the prevailing party by the other.
19. Authority to Execute Agreement. By signing below, Client and Tower Seekers certify that each is authorized to be bound by the terms of this Agreement and the person signing this Agreement has authority to enter into this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

The parties have read and understood the terms of this document and agree to them as of the effective date.

Date: _____

Date: March 3, 2016

Superstition Fire & Medical District

J&F Associates
dba Tower Seekers

By:_____

By:

Print Name:_____

Frederick Scott Ritter
Client Services

Title:_____

Schedule A

Tower Seekers will bill Client for costs associated with the following items as follows:

| | |
|---------------------|-------------------|
| Postage: | Actual Costs |
| Overnight Delivery: | Actual Costs |
| Travel: | 50 cents per mile |

Appendix H

h) Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant/Board Secretary Jasmin Jones

Background / Discussion:

In order to supply our District with Election and Voter Registration services, this Intergovernmental Agreement (IGA) must be completed.

Upon approval the IGA will be returned to ensure that all statutory and legal requirements are met (by all parties), the signed IGA must arrive at the Pinal County Recorder's Office / Election's Office at least one hundred and twenty days prior to the Election Date.

Financial Impact/Budget Line Item:

Staff Recommendation:

Approval of the IGA

Enclosure(s):

Pinal County/Elections IGA



Go to Item 5

Go to Agenda



PINAL COUNTY RECORDER

VIRGINIA ROSS

Subject: Intergovernmental Agreements

In order to supply your Special District with Election and Voter Registration services, please complete the attached Intergovernmental Agreement (IGA).

Fill-in all applicable areas and obtain signatures from the appropriate parties (including your legal counsel).

Upon completion, please return the IGA to the address listed on the upper right hand corner of the agreement. To ensure that all statutory and legal requirements are met (by all parties), the signed IGA must be in our office at least one hundred twenty days prior to the Election Date.

After all signatures have been obtained and the IGA is approved by the Pinal County Board of Supervisors, you will receive an approved copy. If you have any questions, please contact our Voter Registration Department at 520 866-6861

31 N PINAL ST BUILDING E * PO BOX 848 * FLORENCE, AZ 85132
PH (520) 866-6830 * FAX (520) 866-6831 * TDD (520) 866-6851
pinalcountyaz.gov/Departments/Recorder

To be completed by Special District:

Contact name _____

Title _____

Address _____

Phone Number _____

**Completed Agreement filed and
returned to:**

Pinal County Recorder
Voter Registration Dept
P. O. Box 848
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF
SERVICES BY THE PINAL COUNTY RECORDER
AND ELECTIONS DEPARTMENT**

THIS AGREEMENT is entered into this _____ day of _____, 20 _____,
between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “County”,
and _____, hereinafter referred to as “District”.

WHEREAS, A.R.S. Section 11-952 allows public agencies to contract for services and enter into
agreements; and,

WHEREAS, District may hold Special/Regular elections for bond issues, recalls, overrides, etc
pursuant to A.R.S. Sections 48-802, 48-2019, 48-2681, 48-3011, 48-3444, 19-201 et seq., and,

WHEREAS, County is authorized, pursuant to A.R.S. Sections 11-251 (3), 16-172, and 16-511, et
seq., to perform services concerning elections, and,

WHEREAS, County and District have determined that the use of certain services of the Pinal
County Elections Department and the Pinal County Recorder’s Office is in the public interest, and the
County agrees to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants of and stipulations set forth
herein, the parties agree as follows:

1. The purpose of this Agreement is to secure the services of the County for the preparation and
conduct of _____ election (s) to be held on _____.
Name of election Date of election

2. The Services provided by the County Election Department are:

- a. Prepare ballot formats for the District to be approved by the Jurisdiction.
- b. Provide the sample ballots with the District measures' positions according to precincts within the boundaries of the District.
- c. Provide sample ballots, if required, for public distribution and issue them through the District.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the District Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Provide nominating petitions and other necessary information to prospective candidates for board positions.
- g. Accept candidates' nomination documents for filing.
- h. Accept candidates' financial disclosure statements.
- i. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
- j. Prepare and issue certificates of the result of the election.
- k. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between District and County.
- l. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

3. The Services provided by the County Recorder are:

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the District limits. Said registers shall be prepared from the voter registration records of the County Recorder
- b. **Early Voting – Indicate only one below**

☐

District authorizes County Recorder to handle all Early Voting Functions.



District will be handling Early Voting functions. The County Recorder will provide the following:

- ◆ A list of qualified electors who are eligible to vote early: such lists are to be used solely by the District for Early Voting, or such other election related purposes as may be specifically authorized by law.
- ◆ A list of permanent early voters within the District that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

4. Obligation of District. The District or designate thereof agrees to:

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Publish all legal notices in connection with district election with the exception of the logic and accuracy test notification as described in Section 2 (e) of this agreement
- c. If the District chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550 (A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
- d. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. District will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- e. If the District chooses to conduct their own early voting, a list of all “Inactive Status” electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
- f. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by District clerk office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

- 5. Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
- 6. Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, District shall be solely responsible for defending, legally or otherwise, said election.
- 7. Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the District from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the District agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the District arising out of the District's activities under this Agreement.
- 8. Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.
- 9. Nondiscrimination.** The parties shall comply with Executive Order 2009-9 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 10. Severability.** If any provisions of this Agreement or application thereof to the County, District, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid

provision or application and to the end the provisions of the Agreement are declared to be severable.

- 11. E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41-4401 and 23-214, and all other federal and state immigration laws and regulations.
- 12. Sudan/Iran.** Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, et seq., the parties warrant and represent to each other that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
- 13. Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
- 14. Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
- 15. Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
- 16. Notices.** All notice required by this Agreement shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

District:

Name, Title: Pinal County Recorder

Name, Title:

Address: P.O. Box 848, Florence AZ 85132 Address:

:

17. **Waiver.** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

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

DISTRICT

Printed Name

BY: _____
Name/Title

ATTEST:

BY: _____
District Clerk

Approved as to form:

And within the powers and authority granted under the laws of this State to the District

BY: _____
District Attorney

PINAL COUNTY

BY: _____
Virginia Ross
Pinal County Recorder

**PINAL COUNTY BOARD OF
SUPERVISORS**

BY: _____
Chairman

ATTEST:

BY: _____
Clerk, Board of Supervisors

Approved as to form:

BY: _____
Deputy County Attorney