

Superstition Fire and Medical District

Board of Directors

June 15, 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, June 15, 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 May 2016 financial reports and bank reconciliations. **(BOD #2016-06-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2016-06-02)**
- 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 #2016-06-03)**
 - a) Board Meeting Minutes from May 18, 2016
 - b) Henry & Horne, LLP Engagement Letter for the District's FY 2015/2016 Annual Audit
 - c) Renewal of Employee Assistance Program (EAP) 2nd Addendum for FY 2016/2017 with Aetna
 - d) Renewal of the Medical Director Contract
 - e) State Forestry Division Cooperative Intergovernmental Agreement (IGA)
 - f) City of Mesa Fire / Medical Department Intergovernmental Agreement (IGA) First Addendum relating to the Community Medicine Health Care Innovation Award
 - g) Memorandum of Understanding for the awarded Assistance For Firefighters Grant (AFG) through FEMA
- 5. Presentation and discussion regarding information related to the findings from the SFMD Benefits Taskforce, Firefighter Jackie Anderson presenting. **(BOD #2016-06-04)**
- 6. Discussion and possible approval transferring funds for the June 30, 2016 Debt Service Payments. **(BOD #2016-06-05)**
- 7. Discussion and possible approval of Resolution 2016-07; Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2016/2017 from the Pinal County Treasurer's Office. **(BOD #2016-06-06)**
- 8. Discussion, consideration, and possible action regarding the performance of the EMS Transportation Division, projected call load, potential restructure of the Division to address projected call load, CoN implications, and budget implications. **(BOD #2016-06-07)**
- 9. Executive Session pursuant to ARS Sec. 38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS Sec. 38-431.03(A)(4), in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations as related to Agenda Item #8. **(BOD #2016-06-08)**
Note that Executive Sessions are confidential pursuant to ARS §38-431.03(c)
- 10. Discussion and possible approval of a lease agreement with the Apache Junction Unified School District (AJUSD) for the use of the Regional Training Center located at 3700 E. 16th Ave. **(BOD #2016-06-09)**



11. Senior Leadership Team Reports **(BOD #2016-06-10)**

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

12. Announcements **(BOD #2016-06-n/a)**

13. Adjourn **(BOD #2016-06-11)**

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 June 9, 2016

At: 1500 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 – June 15, 2016

Agenda Item: 1

BOD#: 2016-06-01

Agenda Item Title:

Review and approval of the May 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 May 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 **May 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 – June 15, 2016

Agenda Item: 2

BOD#: 2016-06-02

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

Acting Assistant Chief Brett Broman

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.

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

15 Years of Service
Firefighter Ryan Elowe
10 Years of Service
Captain / Paramedic Alex Dupuis
Firefighter / Paramedic Bill Tavares

June Service Anniversaries:

22 Years of Service
Battalion Chief / Paramedic Jeff Cranmer
Fire Engineer / Paramedic Mike Wolfe
9 Years of Services
Captain / Paramedic Geof Shively
Fire Engineer Brandon Blessum
Firefighter / Paramedic Ryan Rodriguez



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Governing Board Meeting – June 15, 2016

Agenda Item: 3

BOD#: 2016-06-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 – June 15, 2016

Agenda Item: 4

BOD#: 2016-06-03

Agenda Item Title:

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

- a) Board Meeting Minutes from May 18, 2016 – **Appendix A**
- b) Henry & Horne, LLP Engagement Letter for the District's FY 2015/2016 Annual Audit – **Appendix B**
- c) Renewal of Employee Assistance Program 2nd Addendum for FY 2016/2017 with Aetna – **Appendix C**
- d) Renewal of the Medical Director Contract. – **Appendix D**
- e) State Forestry Division Cooperative Intergovernmental Agreement (IGA) – **Appendix E**
- f) City of Mesa Fire / Medical Department Intergovernmental Agreement (IGA) First Addendum relating to the Community Medicine Health Care Innovation Award – **Appendix F**
- g) Memorandum of Understanding for the awarded Assistance For Firefighter Grant (AFG) through FEMA. – **Appendix G**

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 June 15, 2016."



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Governing Board Meeting – June 15, 2016

Agenda Item: 5

BOD#: 2016-06-04

Agenda Item Title:

Presentation and discussion regarding information related to the findings from the SFMD Benefits Taskforce, Firefighter Jackie Anderson presenting.

Submitted By:

Fire Chief Paul Bourgeois

Firefighter Jackie Anderson

Background/Discussion:

Firefighter Jackie Anderson will present the findings of the SFMD Benefits Taskforce, which recently compared benefit packages with departments in our market.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

NA



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Governing Board Meeting – June 15, 2016

Agenda Item: 6

BOD#: 2016-06-05

Agenda Item Title:

Discussion and possible approval transferring funds for the June 30, 2016 Debt Service Payments.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

The District has a Debt Service Principal payment of \$425,000.00 due on June 30, 2016 to trustee U.S. Bank

Fund Account:	Debt Retirement Principal 2006 – account #6-11642-1407
Budget line item:	500-60-70500-10 titled Debt Service Expenditure – Principal

The current Principal Fund cash balance as of May 31, 2015 is \$478,809.62.

Interest Payment

The District has a Debt Service Interest payment of \$164,543.75 due on June 30, 2015 to trustee U.S. Bank

Fund Account:	Debt Retirement Principal 2006 – account #6-11642-1408
Budget line item:	600-60-70550-10 titled Debt Service Expenditure – Interest

The current Principal Fund cash balance as of May 31, 2016 is \$206,707.87.

Staff Recommendation:

Approval to transfer funds for the Dept Service Payments

Financial Impact:

\$425,000.00 / Line item 500-60-70500-10

\$164,543.75 / Line item 600-60-70550-10

Enclosure(s):

U.S. Bank Notification – 2006 GADA Debt service Payments Due

Recommended Motion:

“Motion to authorize payment by executing letter of direction to Pinal County Treasurer’s Office to wire transfer funds for the 2006 GADA debt service payments on June 30, 2016 to U.S. Bank on due on July 1, 2016.



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Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

Phone (480) 982-4440, Fax (480) 982-0183

www.sfmd.az.gov



June 15, 2016

Pinal County Treasurer's Office
P. O. Box 729
Florence, AZ 85232
ATTN: Pat Beckwith

Dear Ms. Beckwith,

Please accept this letter as Board Authorization to wire transfer funds in the amount of **\$164,543.75** from our Superstition Fire & Medical District Debt Retirement Interest 2006 Fund Account #6-11642-1408 for the GADA debt service payment due 07/01/2016 and payable to U.S. Bank N.A.

Wire Instructions:

Requesting funding processing at U.S. Bank N.A. on **June 30, 2016.**

U.S. Bank N.A.

ABA # 091000022

Credit: US Bank Trust NA – Account # 180121167365

Contact: Michelle Anderson – Phone #651-466-6139

Further Credit: OBI #784668471

Reference: Apache Junction– GADA Infrastructure Revenue Bonds, Series 2006 B

Superstition Fire & Medical District
(aka Apache Junction Fire District)

By:

Jeff Cross, Chairman

By:

Gene Gehrt, Clerk



Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

Phone (480) 982-4440, Fax (480) 982-0183

www.sfmd.az.gov



June 15, 2016

Pinal County Treasurer's Office
P. O. Box 729
Florence, AZ 85232
ATTN: Pat Beckwith

Dear Ms. Beckwith,

Please accept this letter as Board Authorization to wire transfer funds in the amount of **\$425,000.00** from our Superstition Fire & Medical District Debt Retirement Principal 2006 Fund Account #6-11642-1407 for the GADA debt service payment due 07/01/2016 and payable to US Bank N.A.

Wire Instructions:

Requesting that funding be processed at U.S. Bank N.A. on **June 30, 2016**.

BBK: U.S. Bank N.A. (091000022)

ABA: 091000022

Credit/BNF: U.S. Bank Trust N.A.

Account #: 180121167365

Contact: Michelle Anderson – 651-466-6139

Further Credit: OBI# 784668471

Reference: Apache Junction– GADA Infrastructure Revenue Bonds, Series 2006 B

Superstition Fire & Medical District
(aka Apache Junction Fire District)

By:

Jeff Cross, Chairman

By:

Gene Gehrt, Clerk



All of serving you™

May 05, 2016

Apache Junction Fire District of Pinal County
Attn: Paul Bourgeois
565 N. Idaho Rd.
Apache Junction, AZ 85219

FAX NUMBER: Roger.wood@ajfire.org
RE: Greater Arizona Development Authority Infrastructure Revenue Bonds
(APACHE JUNCTION), Series 2006 B

For Payment Due Date July 1, 2016

Outstanding: \$	6,690,000.00
Interest: \$	164,543.75
Principal: \$	425,000.00
Total \$	589,543.75

Less Funds on Hand:

Total Due: \$ 589,543.75

PAYMENT INSTRUCTIONS

WIRES MUST BE RECEIVED ON THE WIRE DUE DATE BY 11:30 AM CST** IF DEPOSITORY ELIGIBLE OR BY 3:00 PM CST IF NON DEPOSITORY ELIGIBLE *** CHECKS MUST BE RECEIVED AT LEAST FIVE BUSINESS DAYS PRIOR TO PAYMENT DATE IN ORDER TO RELEASE BONDHOLDER PAYMENTS*** FUNDS NOT RECEIVED WITHIN THESE TIME FRAMES MAY BE ASSESSED A LATE FEE FOR SPECIAL HANDLING.

Please Confirm your Receipt of this invoice by phone or e-mail listed below. Please confirm how and when funds will be sent.

Wire Instructions

ABA = 091000022 US Bank
BBK = U.S. Bank N.A.
BNF = U.S. Bank Trust N.A.
A/C = 180121167365

OBI # 784668471

Check Instructions Overnight

U.S. Bank National Association
Lockbox Services--CM9705
ENER 0106
1200 Energy Park Drive
Saint Paul, MN 55108

784668471

Check Instructions First Class Mail

U.S. Bank National Association
784668471
Lockbox Services--CM9705
P.O. Box 70870
Saint Paul, MN 55170-9705

Michelle Anderson

Michelle Anderson
Trust Officer
651-466-6139 Telephone
866-404-8094 Fax
E-mail: michelle.anderson@usbank.com

CC:
Angie Valenzuela, phone 602-364-1313, Fax 602-364-1327
avalenzuela@azwifa.gov
Pat Beckwith
pat.beckwith@pinalcountyaz.gov

Governing Board Meeting – June 15, 2016

Agenda Item: 7

BOD#: 2016-06-06

Agenda Item Title:

Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2016/2017 from the Pinal County Treasurer's Office.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

This combined resolution is required annual by the Pinal County Treasurer's Office. The purpose of the resolution is for the District to provide direction as to who is authorized to approve the following types of transactions on behalf of the District:

1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2016 – 2017.
5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

Staff Recommendation:

Approval of the Combined Resolution Affecting County Treasurer Transactions for FY 2016/2017

Financial Impact:

N/A

Enclosure(s):

Combined Resolutions

Recommended Motion:

"Motion to approve the Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2016/2017."



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**COMBINED RESOLUTION AFFECTING
COUNTY TREASURER TRANSACTIONS
FOR FISCAL YEAR 2016-2017**

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pinal County, Arizona, and hereby declares that on the 15th day of June, 2016, at a duly called and noticed public board meeting, upon motion duly made, seconded and carried with a vote of _____ “Ayes” and _____ “Nays” this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2016-2017.

An authorized initial in one or more boxes acknowledges the Governing Board’s approval of the one or more of the following resolutions:

WHEREAS, this District periodically has funds on hand that are in excess of any anticipated authorized requirements; and,

WHEREAS, it appears to be in the best interest of the district to authorize the Pinal County Treasurer to invest and keep invested these funds in interest bearing securities as authorized by law; and

WHEREAS, from time to time it will in the best interest of the District, and thus necessary, to authorize the Pinal County Treasurer to sell these securities to provide available funds for current authorized District requirements; and

WHEREAS, Arizona state law permits the Governing Board of this District to request the consent of the Pinal County Board of Supervisors to invest and reinvest all district monies as authorized by law for the fiscal year.

BE IT RESOLVED by that subject to the consent of the Pinal County Board of Supervisors, the Pinal County Treasurer is authorized to purchase, hold, and sell such securities on behalf of this district.

WHEREAS, this District issues or will issue warrants drawn on the servicing bank for the Pinal County Treasurer; and,

WHEREAS, it in the best interest of the District to authorize the herein named person,

Roger Wood
Printed Name

Signature

Jennifer Burke
Printed Name

Signature

Lori Hlavin
Printed Name

Signature

an authorized representative of the District, to provide warrant information including wires, voids and/or stop payments, to the Pinal County Treasurer on a daily basis; and

WHEREAS, the Pinal County Treasurer will submit the warrant information to the servicing bank for valid District purposes and to prevent fraud and/or illegal use of district funds.

BE IT RESOLVED by the Governing Board that subject to the consent of the Pinal County Board of Supervisors, the District will provide the Pinal County Treasurer with warrant information as appropriate in the regular course of District business.

WHEREAS, it appears to be in the best interest of the District to authorize

Roger Wood
Printed Name

Signature

Jennifer Burke
Printed Name

Signature

Lori Hlavin
Printed Name

Signature

as an authorized representative of the district to request the Pinal County Treasurer to process wire transfers, book transfers, ACH and/or EFT payments on behalf of the District.

BE IT RESOLVED that the Governing Board hereby authorizes one or both of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the district for the fiscal year, 2016-2017.

This resolution is required of those districts authorized by Arizona Statute to issue its own warrants.

WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2016-2017;

BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2016-2017.

Jeff Cross
Printed Name

Signature

Gene Gehrt
Printed Name

Signature

Todd House
Printed Name

Signature

Jason Moeller
Printed Name

Signature

Charlie Fox
Printed Name

Signature

WHEREAS, the Pinal County Treasurer's Office shall be advised of any outside bank accounts maintained by the district we hereby give notice of the following account(s):

Wells Fargo
Bank Name

Phoenix, AZ
Bank Location (city/st)

Payroll Clearing Account
Account Purpose

Wells Fargo
Bank Name

Phoenix, AZ
Bank Location (city/st)

Electronic Deposit/ACH Payment Account
Account Purpose

Wells Fargo
Bank Name

Phoenix, AZ
Bank Location (city/st)

Lockbox Payment Account
Account Purpose

BY OUR SIGNATURES BELOW WE CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE GOVERNING BOARD OF THE DISTRICT AND THAT THIS RESOLUTION HAS NOT BEEN AMENDED OR REVOKED BY THE BOARD.

Dated: _____

Approval for Fiscal Year 2016-2017

Jeff Cross, Chairman

Name and Title: (Typed/Printed)

(Signature)

Gene Gehrt, Clerk

Name and Title: (Typed/Printed)

(Signature)

Todd House, Director

Name and Title: (Typed/Printed)

(Signature)

Jason Moeller, Director

Name and Title: (Typed/Printed)

(Signature)

Charlie Fox, Director

Name and Title: (Typed/Printed)

(Signature)

Governing Board Meeting – June 15, 2016

Agenda Item: 8

BOD#: 2016-06-07

Agenda Item Title:

Discussion, consideration, and possible action regarding the performance of the Transportation Division, projected call load, potential restructure of the Division to address projected call load, CoN implications, and budget implications.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Each month, the Board receives information regarding the District's responses. At the approximate 6 month mark of operations (ambulances were on the road January 2016, planning began in 2015) in the District's Transportation Division, this is an opportunity for the Board to have an overview and opportunity for discussion specific to the Division including actual call volume/projected call volume, CoN Compliance, and as data continues to be gathered and analyzed, the potential for adjustments to the Division. Similarly, the budget of the Transportation Division has been addressed as part of the District's budget process that started in January for the coming fiscal year and this is an opportunity for the Board to have an overview and opportunity for discussion specific to the of the Division's budget.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

YTD Information to be provided at Board Meeting

Recommended Motion:

N/A



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Governing Board Meeting – June 15, 2016

Agenda Item: 9

BOD#: 2016-06-08

Agenda Item Title:

Executive Session pursuant to ARS Sec. 38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS Sec. 38-431.03(A)(4), in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations as related to Agenda Item #8

Note that executive sessions are confidential pursuant to ARS §38-431.03(C).

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

To be used in the event the Board desires legal advice/consultation with an attorney for the District.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

“Motion to go into executive session at (time) pursuant to ARS Sec. 38-431.03(A)(3) and ARS Sec. 38-431.03(A)(4) with the attorney for the District regarding Agenda Item 8.”



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Governing Board Meeting – June 15, 2016

Agenda Item: 10

BOD#: 2016-06-09

Agenda Item Title:

Discussion and possible approval of a lease agreement with the Apache Junction Unified School District (AJUSD) for the use of the Regional Training Center located at 3700 E. 16th Ave.

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Mike Farber

Background/Discussion:

This Lease Agreement is between the Superstition Fire & Medical District (SFMD) and the Apache Junction Unified School District (AJUSD) for use of the facility located at 3700 E. 16th Ave, previously Thunder Mountain Middle School. The term of the lease is three (3) years with the option to renewal for an additional 2 three year terms if mutually agreed upon by both parties. This agreement has been vetted through the Legal Counsel.

Staff Recommendation:

Approval of the lease agreement with AJUSD

Financial Impact:

\$18,000 per year (\$1500. Monthly) plus 80% of monthly electric, water and gas utilized at the facility (School District pays 20%).

Enclosure(s):

Lease Agreement with AJUSD

Recommended Motion:

“Motion to approve the lease agreement with the Superstition Fire & Medical District and the Apache Junction Unified School District for the use of the property located at 3700 E. 16th Ave., formerly known as the Thunder Mountain Middle School for a period of three years at a monthly rate of \$1,500 a month. This agreement can be extended for two additional three year terms with consent of both SFMD and AJUSD Board of Directors approval.”



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LEASE **AGREEMENT**
BY **AND** **BETWEEN**
APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43
AND
SUPERSTITION FIRE / MEDICAL DISTRICT

This Lease is dated as of July 1, 2016, by and between Apache Junction Unified School District No. 43 ("Landlord" or "AJUSD"), and Superstition Fire & Medical District ("Tenant" or "SFMD").

Recitals

- A. Landlord is the tenant under a certain United States Department of the Interior/Bureau of Land Management Recreation or Public Purposes Lease Serial No. A-17612 dated as of August 15, 1983 and renewed as of 2008 and 2013 ("BLM Lease") for the real property of approximately 92.5 acres and including that certain parcel of approximately 22 acres, together with improvements and fixtures, commonly known as Thunder Mountain Middle School located at 3700 E. 16th Avenue, Apache Junction Arizona 85119 ("TMMS Property")
- B. Landlord has extended and paid the BLM Lease to 2018;
- C. Landlord and Tenant entered into a Lease Agreement dated as of July 1, 2016;
- D. Landlord and Tenant desire to terminate the shared-use of the TMMS Property to provide Tenant with the sole use and occupancy of the available TMMS Property Buildings. This includes Building A, Building B, Building E, Building F, Building G, and Building T. This lease also includes parking areas, fenced areas and ball fields which are adjacent to TMMS on the terms and conditions as set forth in this Lease. Not included in this Lease are Building C and Building D which are utilized for storage by the AJUSD and not available for use by the SFMD.
- E. Landlord has determined it is in its best interests and desires to lease all of the available TMMS Property to Tenant for Tenant's use as a regional training facility and any other purpose related to Tenant's administrative or public safety purposes upon the terms and conditions set forth in this Lease.
- F. Tenant has determined it is in its best interest and desires to lease the available TMMS Property for use as a regional training facility and any other administrative or public safety purposes upon the terms and conditions set forth in this Lease.

For valuable consideration including the mutual promises contained in this Lease, the parties agree as follows:

- 1. Recitals.
The Recitals set forth above are incorporated into the terms and conditions of this Lease.
- 2. Leased Premises.
Landlord hereby leases to Tenant, for Tenant's exclusive occupancy and use, the TMMS Property upon the terms and conditions in this Lease.

3. Term.

- a. The term of the Lease shall commence as of July 1, 2016 and continue through June 30, 2019 unless sooner terminated pursuant to the terms of this Lease, or until such time that a Purchase Agreement is reached between AJUSD and SFMD.
- b. If an option to terminate the lease is exercised by either party, a written notice to terminate the agreement shall be provided at least 365 days in advance.
- c. The option to terminate the lease shall only be exercised if the AJUSD chooses to re-occupy the school for its original purpose of educating district students, or the AJUSD identifies a qualified buyer who wishes to purchase the structure, at which time the SFMD will have right of first refusal for such purchase.

4. Renewal Terms.

- a. This Lease may be renewed in successive 3 year terms by mutual written agreement of AJUSD (Landlord) and AJFD (Tenant) conditioned upon the approval of the both the AJUSD Governing Board of Directors and SFMD Board of Directors or unless either party gives written notice of termination no later than 365 days prior to the end of the then current term.
- b. For each renewal term, monthly rental rate shall not increase by more than five percent (5%) per month.

5. Lease Payments.

Tenant shall pay to Landlord a monthly lease payment in the amount of \$1,500.00 payable in full within thirty days of receipt of invoice. Lease payments shall be made to the Landlord at 1575 West Southern Avenue Suite 1, Apache Junction, AZ 85120-7456, which address may be changed from time to time in writing by the Landlord.

6. Additional Rent.

- a. Unless otherwise provided in this Lease, Tenant shall pay 80% of all electrical, water and gas utilized monthly and the AJUSD shall pay 20% of all electrical, water and gas utilized monthly the TMMS property.
- b. Additional Rent as used in this Lease means water, sewer, gas, power, phone, cable, Internet, and other utilities, trash removal, landscaping, parking lot and sidewalk maintenance and repair, building maintenance and repair including HVAC, plumbing, electrical systems, and sprinkler systems.
- c. For all Additional Rent items, other than those listed in 6.a. above, Tenant shall make all payments for Additional Rent directly to the provider or vendor.

7. Tenant's Representation and Warranty.

Tenant represents and warrants that it is not in default of the BLM Lease, and will maintain the BLM Lease in good standing for the duration of this Lease Agreement.

8. Use.

- a. Tenant will use the TMMS Property only for uses consistent with a training facility and any other purpose related to Tenant's administrative, Training or public safety purposes.
- b. Tenant may also extend use of the premises with other public safety organizations and educational institutions for the purpose of training and education which are also consistent with the Tenant's public safety mission.
- c. Tenant is responsible for its compliance with all lawful statutes, codes, ordinances and conditions applicable to its use, maintenance, occupancy, operation the Leased Premises within its control.

9. Insurance.

- a. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Shared-Use Lease Premises and property located on the premises.
- b. Tenant shall maintain liability insurance on the Leased Premises with personal injury/death limits of at least \$1,000,000.00 per occurrence and at least \$2,000,000 aggregate together with a limit of at least \$2,000,000.00 for damage to property.
- c. Tenant shall deliver appropriate certificates of insurance to Landlord in a form and from an issuer acceptable to Landlord.
- d. Landlord shall receive thirty (30) days advance written notice from the insurer prior to termination of such insurance policies.
- e. Tenant shall maintain and carry comprehensive liability insurance for owned, non-owned or leased vehicles with a combined single limit per accident for property damage and bodily injury of not less than \$1,000,000.00 per occurrence and at least \$2,000,000 aggregate.
- f. Tenant shall require its contractors who construct any Improvements to carry insurance equivalent to that required in Sub-paragraph A above. Tenant shall ensure that Tenant or its contractor shall maintain a Builder's All-Risk Policy during the course of any construction of Improvements in an amount equal to the full amount of the cost of such Improvements and if applicable name Landlord as an additional insured thereunder.
- g. Tenant shall also provide Landlord with evidence of statutorily required worker's compensation insurance for all employees working at, in or upon the Shared-Use Lease Premises.

10. Termination.

- a. Upon any termination of the Lease, other than by exercise of the Option to Purchase, Tenant shall remove its goods and effects and peaceably yield up the TMMS Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear accepted.
- b. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.
- c. Tenant may terminate this Lease upon 365 days written notice if, in Tenant's sole discretion, the Leased Premises no longer satisfy Tenant's requirements for a regional training facility.
- d. In the event the AJUSD Governing Board votes that Thunder Mountain Middle School shall be reopened as a school AJUSD may terminate this Lease upon at least a 365 day advance written notice to SFMD without penalty or limitation to AJUSD.

11. Destruction or Condemnation of Premises. Defaults.

- a. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$2,000,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$2,000,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

- b. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 90 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

12. Late payments.

For each payment that is not paid within 10 days after its due date, Tenant shall pay a late fee equal to 5 % of the required payment.

13. Holdover.

If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

14. Cumulative rights.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

15. Remodeling or structural improvements.

Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.

16. Access by landlord to premises.

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants provided Landlord does not interfere with Tenant's use.

17. Indemnity regarding use of premises.

To the fullest extent permitted by law, the parties mutually agree to indemnify, hold harmless, and defend the other and its officers, agents and employees from and against any and all losses, claims, liabilities, damage, cost and expenses, including but not limited to reasonable attorney fees and/or litigation expenses arising out of or resulting from

indemnifying party's negligent or intentional acts or omissions. The parties' obligation to indemnify shall survive termination of this Lease.

18. Compliance with regulations.

Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

19. Relationship.

The relationship created by this Agreement is that of Landlord and Tenant and no other, it being understood that the Tenant is not a partner, joint venture, associate, agent, contractor, principal or servant of the Landlord. Insofar as Tenant's rights and remedies are concerned, there are no third-party beneficiaries who are intended to be included under this Agreement, such that only the parties may enforce any rights and/or remedies arising from this Lease.

20. Interference with operations.

If either party's operations materially and adversely affect the use of the Leased Premises, the affected party shall give prompt and reasonable notice specifying the corresponding objectionable practices and/or effect. If the matter is not resolved within 30 days of the written notice, the party giving notice may terminate the Lease with no further obligation beyond the termination date.

21. Mechanics liens.

Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

22. Arbitration.

Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration. Parties agree to submit any dispute arising hereunder to a single arbitrator which shall be chosen by mutual consent; or, if agreement cannot be reached within thirty (30) days after demand to choose an arbitrator, by appointment by the Arbitration Desk of the Pinal County Superior Court. The decision of the arbitrator shall be binding and non-appealable and shall be fully enforceable as and/or may be reduced to a judgment in any court(s) of competent jurisdiction. Notwithstanding the foregoing, nothing in this paragraph shall preclude Landlord from filing and prosecuting to judgment any action seeking possession of the Leased Premises by means of an action sounding in forcible entry and/or detainer under applicable law, including a corresponding award of any unpaid amounts due and owing under this Agreement.

23. Assignability/subletting.

Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this

lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

24. Notice.

All notices, demands or elections of whatsoever sort which this Agreement requires or permits either Party to give to the other shall be in writing and shall be personally delivered by a commercial courier service or shall be delivered by registered or certified mail, return receipt requested, postage prepaid and addressed to the respective Parties as follows:

Landlord
Attention: Superintendent
Apache Junction Unified School District No. 43
1575 W Southern Avenue Suite 1
Apache Junction, AZ 85120-7456

Tenant
Attention: Fire Chief
Superstition Fire / Medical District
565 N. Idaho Road
Apache Junction, Arizona 85119-4014

Either Party may designate to the other in writing given in accordance with this paragraph a different address for service of notice. Notice by registered or certified mail shall be deemed served and received upon the date of actual receipt by the recipient or three (3) days after mailing-- whichever is sooner.

25. Governing law.

This Lease shall be construed in accordance with the laws of the State of Arizona and venue shall be in Pinal County, Arizona.

26. Entire agreement/modifications.

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

27. Severability.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. Waiver.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

29. Binding effect.

The provisions of this Lease shall be binding upon and ensure to the benefit of both parties and their respective legal representatives, successors and assigns.

30. Cancellation.

Either party may cancel this Lease in accordance with A.R.S. § Sec. 38-511.

LANDLORD:

Apache Junction Unified School District No. 43

By: _____ Date: July 1, 2016

_____,
Secretary

TENANT:

Superstition Fire / Medical District

By: _____ Date: July 1, 2016

_____,
Chairperson

Governing Board Meeting – June 15, 2016

Agenda Item: 11

BOD#: 2016-06-10

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 May 2016

Governing Board Meeting – June 15, 2016

Agenda Item: 12

BOD#: 2016-06-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – June 15, 2016

Agenda Item: 13

BOD#: 2016-06-11

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



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Superstition Fire & Medical District May 2016 - Operational Report

Community Services & Activities

Description	May 2016	Fiscal YTD
Blood Pressure Check Events	0	108
Car Seats Installed/Placed	7	62
CCR Demonstrations	3	51
CCR Demo Students	58	1761
Community Events/Festivals	7	61
Community PSAs Produced	1	3
CPR & 1st Aid Classes	2	10
CPR & 1st Aid Students	9	47
CPR & AED Classes	3	32
CPR & AED Students	5	124
Fire Investigations	1	11
Fire Station Tours	0	12
Home Safety Checks - NEW	0	4
Inspections - Business	15	122
Inspections - Specialty/Complaint	20	177
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	0	1
Neighborhood Canvass - Post-Fire	0	3
Plan Reviews	7	143
Safety Classes - Fire & Water	0	17
School - Fire Drills	0	5
School - Pub Ed Classes	0	10
Smoke Alarms Placed	9	149

Injury Report

	May 2016	Fiscal YTD
Injuries	2	13
Exposures	0	2
Sharps	0	2



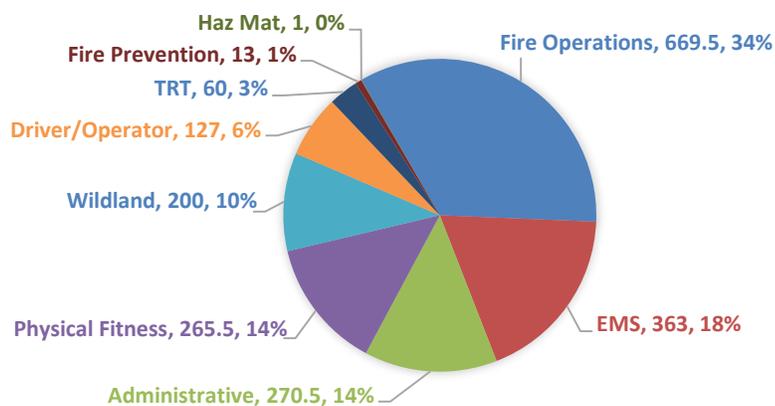
Tim Sendelback, Editor of Firehouse Magazine, speaks on Day 2 of SFMD's 4th Annual Leadership Conference.

This year's conference included four dynamic speakers with over 80 attendees from 10 different agencies.



SFMD crews fight fire at the scene of a two-car motor vehicle accident on US-60 at Ironwood.

Training Hours Categories

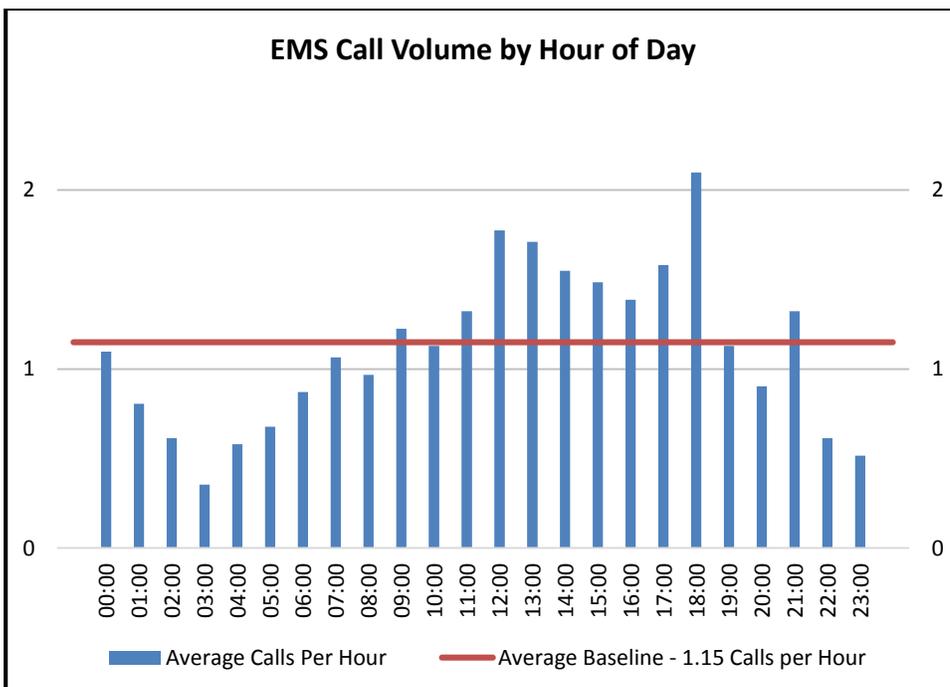
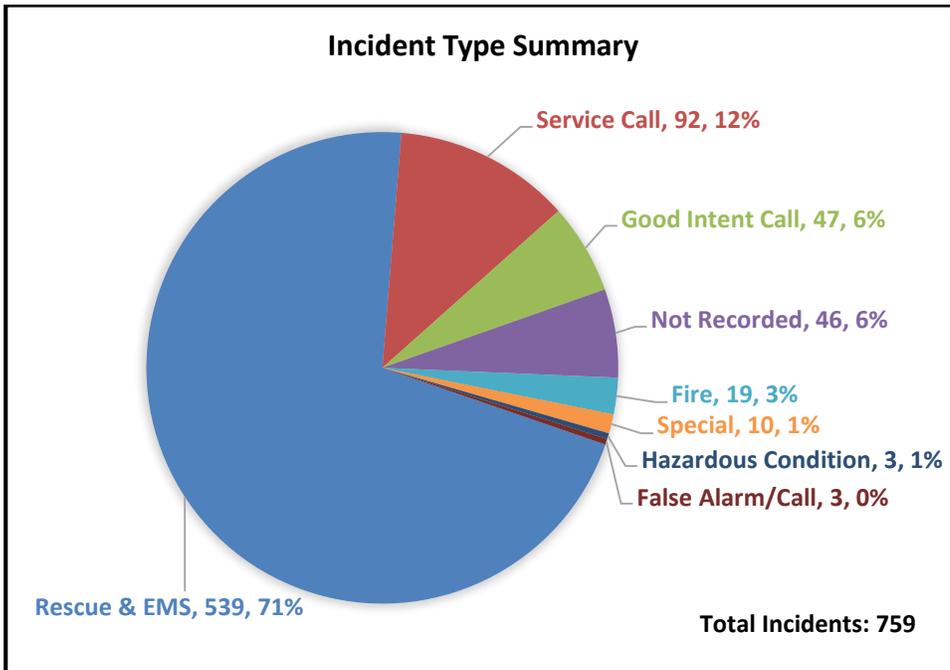


Wildland Press Event including SFMD, Mesa Fire/Medical, Maricopa Fire, AZ Dept. of Forestry, and the Fire Management Bureau of Land Management – Arizona at the Phoenix Interagency Fire Center at Phoenix-Mesa Gateway Airport.

Superstition Fire & Medical District May 2016 - Monthly Report

Average Travel Time				
	Metro	Urban	Suburban	Rural
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	Unable to complete response times due to technical difficulties with CAD data sent by the City of Mesa.			
Average Travel Time District Wide				

Dispatches by Unit		
Unit	Dispatches	Fiscal YTD
B261	21	237
E261	222	2691
E262	96	1063
L263	248	3218
L264	93	1008
E265	64	489
CM263	123	1304
M261	84	445
M263	146	826
M264	80	450
TRV263	3	78
U262	8	26
BR262	2	48
BR263	0	13
BR265	9	37
RH264	0	22



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%

Appendix A

a) Board Meeting Minutes from May 18, 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 May 18, 2016 board meeting minutes.

Enclosure(s):

May 18, 2016 Board Meeting Minutes



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**Governing Board Meeting Minutes
 May 18, 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, MAY 18, 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 4:00 P.M.

- A. Chairman Cross called the meeting to order at 4:00 p.m.
- B. The Pledge of Allegiance was led by Director House.
- 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 Mike Farber, Acting Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

Legal Counsel Donna Aversa and Executive Assistant acting as Board Secretary Jasmin Jones were also present at the meeting.

Item 1: *Review and approval of the April 2016 financial reports and bank reconciliations. (BOD #2016-05-01)*

Motion by Director House to approve the April 2016 financial reports and bank reconciliations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2016-05-02)*

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

Firefighter Paul Garcia	14 Years
Fire Engineer Rob VandeKrol	14 Years
Firefighter / Paramedic Stephan Wagner	14 Years
Finance Director Roger Wood	3 Years

Item 3: *Call to the Public. (BOD #2016-05-n/a)*
 Susan Fox stated the following:

"I am the wife of Director Charlie Fox, however, he does not know I am speaking this afternoon. I read the May 9, 2016 article in the Apache Junction News written by Trisha Barwick about her 24 hour ride-along with Station 261 A-Shift. What a testimony to the excellence of the SFMD, an up close and personal look by an "outsider", who was not a Firefighter, she is a civilian like myself. Who does not know all the lingo and the type of training our first responders do. I read the article out loud to Charlie (Director Fox), and we were both in tears by the end.

I want to express my gratitude by the way you all have brought this department out of chaos and low moral into the premier department in the State of Arizona. A department that is being looked at and simulated throughout the American Fire Service. Both Charlie and I have benefitted first hand from the medical services from the SFMD. Charlie was one of the first patients of the CCU, crews exceeded our expectations on both occasions. Needless to say, an MOU is not needed in a department that is run as the SFMD is. Your priorities are right, your administration is open and seeks input from all members of the department. Your team work is superior at all levels, and your mission of excellence to the community you serve is supported and carried out by everyone in the department. I am grateful that I have had the opportunity to learn about the amazing work that is being done, by going to board meetings and experiencing the service first hand. Now reading an article giving us a birds eye view on the inside of the workings of this marvelous department meant so much more. Thank you so much for all you have done and continue to do for us in your district and thank you to the board for your hard work.

Item 4: *Consideration and possible approval of all consent agenda items listed below:
(BOD #2016-05-03)*

- a) *Board Meeting Minutes from April 20, 2016*
- b) *United Healthcare Medical Insurance Contract for FY 2016/2017.*
- c) *Principal Financial Group Dental Contract Addendum for FY 2016/2017.*
- d) *Vision Services Plan (VSP) Contract for FY 2016/2017.*
- e) *Group / Accidental Death, and Dismemberment (AD&D), Voluntary Short Term Disability (VSTD), Voluntary Long Term Disability (VLTD), Insurance Contract with The Standard for FY 2016/2017.*

Motion by Director Moeller to approve consent agenda items for May 18, 2016. Seconded by both Chairman Cross and Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Presentation and discussion regarding the State of the City of Apache Junction and information on Home Rule, special guest City Manager Bryant Powell. (BOD #2016-05-04)*

City Manager Bryant Powell gave a brief presentation regarding the State of the City of Apache Junction. Key points:

- Downtown Area / Before & After / Future Plans
- Private Investments (businesses in our City)
- Stateland / the growth of our City
- Roads Sales Tax - .2% - going toward Infrastructure (including water)
- Home Rule Election – August 2016, Home Rule allows a city or town to decide how to spend the money it collects from tax revenue or other sources, it is NOT a tax.
 - City events, programs, and operations are paid for out of the City's General Fund
 - Without Home Rule, the state formula would keep the city from annually spending approximately \$10 million less than it collects. That's more than what the city spends for streets, parks, the library, and other city services.

Item 6: *Discussion, consideration, and possible action regarding the development of Fiscal Year 2016/2017 Revenue and Expenditure Budget and adoption of Resolution 2016-03. (BOD #2016-05-05)*

Fire Chief Paul Bourgeois led the discussion regarding the Fiscal Year 2016/2017 Budget, he stated that staff has worked diligently to present a balanced budget for the Board. Included in the budget is a market adjustment for the rank of Firefighter a 4.61% increase in wages.

Finance Director Roger Wood, then presented the tentative budget to the board. He stated a Tentative Fiscal Year 2016/2017 may be adopted at this board meeting, in correlation with the opening of a 20-day public comment period. At the December 16, 2015 meeting, the board approved a special board meeting for Wednesday, July 13, 2016 to formally adopt the Fiscal Year 2016/2017 budget. Mr. Wood presented the budget and explained that it could still be modified at the direction of the board. He went on to say it is suggested that the board adopt a tentative budget by adopting Resolution 2016-03 at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least a 20-day public review and comment period. The budget the staff presented represented a tax rate of \$3.25 per hundred dollars of secondary valuation for District operations. The \$0.22 special bond assessment remains the same.

Motion by Clerk Gehrt to adopt Resolution 2016-03, adopting a tentative budget in the amount of \$20,437,869 for the fiscal year beginning July 1, 2016 and ending June 30, 2017 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law. Seconded by Director Moeller.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Discussion and possible approval of Resolution 2016-04: Call for Election. (BOD# 2016-05-06)*

Executive Assistant Jasmin Jones stated that this resolution is necessary to call for an election to be held November 8, 2016 for the purpose of electing three individuals to serve as board directors for a four year term. Staff will publish the required Call for Election in a local paper on June 27, 2016 and July 4, 2016.

The minimum number of signatures to be on the ballot for SFMD Board is 154 with the maximum number of 250 signatures, the cost is \$0.75 per registered voter. In addition, a letter will be sent to both Pinal and Maricopa County Elections Departments and the Board of Supervisors, notifying them of our interests to hold an election in November for three board seats. The letter is required per ARS §16-2015 and is due by May 31, 2016. The candidate filing dates are July 11, 2016 through August 10, 2016.

Motion by Clerk Gehrt to approve Resolution 2016-04: Call For Election, and to hereby call for an election to be held on November 8, 2016 for the purpose of electing three individuals to serve as board directors for a four year term. Seconded by Director Moller.

Vote 5 ayes, 0 nays. Motion passed.

Item 8: *Discussion and possible approval of Resolution 2016-05: Election Workers. (BOD# 2016-05-07)*

Executive Assistant Jasmin Jones stated this resolution is required to designate the county's election workers as the Fire District's election workers.

Motion by Director House to approve Resolution 2016-05: Election Workers, designating that the Fire District's election workers shall coincide with, and be, the election workers utilized by Pinal County. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 9: *Discussion and possible approval of Resolution 2016-06: Precincts and Polling Places. (BOD# 2016-05-08)*

Executive Assistant Jasmin Jones stated this resolution is required to designate the county's precincts and polling places within the District as the SFMD precincts and polling places as well.

Motion by Director House to approve Resolution 2016-06: Precincts and Polling Places that the Superstition Fire & Medical District's Precincts and Polling Places, which are within the boundaries of the fire district, shall coincide with those of Pinal County. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 10: Senior Leadership Team Reports (BOD# 2016-05-09)

➤ **Fire Chief Report**

- SFMD Leadership Conference – May 23rd & May 24th @ The Views at Superstition
- AFDA Summer Conference July 14th – July 16th at the Renaissance Glendale Hotel
- 2016 Legislative Session passed SB 1137 (30-24) – CPR in Schools
 - Arizona is the 32nd state in the US that will require hands only CPR training before graduating high school

➤ **Emergency Services / Operations**

- Training Division Update
- Transportation Division Update
- Community Medicine Unit Update

➤ **Technical & Community Services**

- Technical Services
 - MCT Updates
 - Secure (encrypted) emails
 - ImageTrend continued refining the EMS Patient Care Report
 - ImageTrend – EMS reports locked for automated export to AZDHS
 - Telestaff accruals added to match policy change with sick and vacation
 - Detroit Diesel Software Update
 - Replaced and configured the Admin Firewall (PNI)
 - Microsoft Office Licensing purchased / implemented to match the number of employees
 - Website Update – Open Burning Restrictions
 - Wireless Devices – name and passwords changed to SFMD from ajfire
 - Training /Orientation for 2 PT Medics
 - Accreditation – Annual Compliance Report – Reviewer Interview
 - Fire Prevention & Safety Grant Authored
- Community Services
 - Smoke Alarm Bags are in all apparatus
 - Saturday May 14th Tina assisted with installing car seats for the woman's health fair held at Mountain Vista Hospital
 - April Pool's Day was a huge success, approximately 400 people attended
 - Press Release for Memorial Day sent
 - SFMD participated in the City of Apache Junction Water Festival

➤ **Administrative Services**

- Open Enrollment Update
 - Transitioned to online process – next dates May 25th, 27th, June 2nd
- Working through various promotional testing processes
 - Blue Card Instructor, Engineer, Paramedic, and TRT
- May 14th busy day for SFMD
 - EMS Week Kickoff at Superstition Springs Center
 - Woman's Health Fair at MVMC
 - Annual Food Drive at the Apache Junction Food Bank

➤ **Financial Services**

- General Finance
 - Intermedix Update
 - Leadership Conference
 - Budget Completed
 - Worker's Compensation Insurance Pool Update

- Statistics on SFMD Management Reports
- Accounting
 - Working on developing the accounting procedures on revenue recognition for the ground transport division.
 - Reconciling cash received at the bank to amount indicated as “collected” on the Intermedix reports.
 - Helping facilitate Open Enrollment Process.

Item 11: *Announcements (BOD# 2016-05-n/a)*
 N/A

Item 11: *Adjourn (BOD# 2016-05-10)*

Motion by Director House at 5:27 p.m. to adjourn the meeting. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Henry & Horne, LLP Engagement Letter for the District's FY 2015/2016 annual audit\

Submitted By:

Fire Chief Paul Bourgeois

Financial Director Roger Wood

Background / Discussion:

Arizona Revised Statutes §48-251 and §48-253 require special taxing districts with a budget greater than \$1 million prepare an annual financial report and file the report with the Board of Supervisors for Pinal and Maricopa counties within 240 days of the end of the fiscal year. The audit firm must be independent and must not be affiliated with the district. The audit must be performed by a certified public accountant or someone trained as an auditor.

The District may advertise and use a competitive bidding process or may select an auditor as the service is a "professional service" and not subject to bidding requirements.

The District selected Henry & Horne LLP to conduct the FY 2012/2013, FY 2013/2014, and FY 2014/2015 audits as the result of a competitive bid selection process. It is Staff's position that retaining Henry & Horne, LLP provides efficiencies that warrant the continued relationship. Henry & Horne, LLP is familiar with the District's structure, and has provided advice on various items such as Transport revenue recognition and the necessity of a single audit for grant activity.

Henry & Horne's quote to perform the FY 2015/2016 audit is \$16,000, with \$14,000 related to the 100 General Fund and \$2,000 related to the 150 Transport Fund.

Staff recommends the District retain Henry & Horne to conduct the FY 2015/2016 audit with the stipulation that the audit be completed no later than January 11, 2017. This date is important as it gives Staff an opportunity to have the audit approved by the Governing Board at the January 18th Board meeting, and provides sufficient time to file the required paperwork with Pinal and Maricopa counties on time.

Financial Impact/Budget Line Item:

Financial impact is expected to be \$16,000 which is within budgeted parameters of the FY 2015/2016 budget

Staff Recommendation:

Approval of the Henry & Horne, LLC Engagement Letter

Enclosure(s):

Engagement Letter



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Appendix C

c) Renewal of Employee Assistance Program (EAP) Addendum for FY 2016/2017 with Aetna

Submitted By:

Fire Chief Paul Bourgeois
Acting Assistant Chief Brett Broman

Background / Discussion:

The SFMD currently operates within an approved three (3) year contract with Aetna Behavioral Health which is good through 6-30-2018. Benefit Logic has recently negotiated with Aetna Behavioral Health for a reduction in the rate we pay from \$8.67 per employee/per month to \$7.68 per employee/ per month.

Financial Impact/Budget Line Item:

Cost Savings of \$1800

Staff Recommendation:

Approval of the Addendum to EAP coverage with Aetna

Enclosure(s):

Aetna Employee Assistance Program Addendum to current contract



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AMENDMENT NO. 2

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

Between

AETNA BEHAVIORAL HEALTH, LLC (“Company”)

And

SUPERSTITION FIRE & MEDICAL DISTRICT (“Customer”)

This Amendment No. 2 to the Employee Assistance Program Services Agreement between Aetna Behavioral Health, LLC (hereinafter “Company”) and Superstition Fire & Medical District (hereinafter “Customer”) is effective July 1, 2016 (hereinafter “the Effective Date”).

WHEREAS, Company and Customer entered into an Employee Assistance Program Services Agreement dated July 1, 2015 (hereafter the “Agreement”) and as may be amended from time to time,

WHEREAS, Company and Customer wish to amend the Agreement in the manner and form set forth herein,

WHEREAS, all capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Agreement,

NOW THEREFORE, in consideration of the mutual promises and undertakings herein, Company and Customer agree as follows:

1. DESCRIPTION OF WORKLIFE SERVICES ADDENDUM:

1. LEGAL SERVICES: Services provided through the EAP that include:

A. LEGAL SERVICES:

- a. ½ hour Initial Consultation with selected participating attorney on an unlimited number of new Legal Topics (each plan year). Certain topic areas are excluded, including employment law. Also excluded are matters that, in the attorney’s opinion, lack merit. Court costs, filing fees and fines are the responsibility of the member. If members choose to continue with the participating attorney and hire that attorney on their own, they will receive 25% off of the fees for services beyond the initial consultation (excluding flat legal fees, contingency fees, and plan mediator services).
- b. Mediation Services – Each member is entitled to one (1) initial thirty minute office or telephone consultation per separate legal matter at no cost with a participating mediator. In the event that the member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator’s normal hourly rate. Typical matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord tenant, car accidents and insurance disputes.
- c. Document Preparation: Members have access to telephonic document preparers and an on-line assisted process to complete their own legal document preparation. Member’s will receive a preferred discount of 10% off and the types of forms include, divorce, wills, living wills, powers of attorney, immigrations and others.
- d. Simple Will Preparation: Members receive resources to complete one Simple Will.
- e. All initial consultation (and discounted consultations) must be for legal matters related to the Employee and eligible household members.

2. FINANCIAL SERVICES: Services provided through the EAP that include:

A. FINANCIAL SERVICES:

- a. ½ hour Initial Consultation with the selected participating financial counselor on an unlimited number of new Financial Counseling Topics each plan year.
- b. Financial counseling topics include Budgeting, Credit, Debt, Retirement, College Planning, Buying vs. Leasing, Mortgages/Refinancing, Financial Planning, Tax Questions, Tax Preparation, IRS Matters, Tax Levies and Garnishments, Consumer Credit Counseling, and Community Services.
- c. A discount of 25% off the tax preparation services.
- d. Individual Employees may have the option to purchase additional services for a monthly nominal fee.

3. IDENTITY THEFT SERVICES: Services provided through the EAP that include:

A. IDENTITY THEFT SERVICES:

- a. 1-hour telephonic fraud resolution consultation for Identity Theft.
 - b. Coaching and direction on prevention and restoring credit for victims of Identity Theft.
 - c. Free Identity Theft Emergency Response Kit for victims of Identity Theft.
- Individual Employees may have the option to purchase additional services for a monthly nominal fee

2. DOMESTIC EAP SERVICE AND FEE SCHEDULE:

<p>EAP Session Model</p> <p>Unlimited Telephonic Access</p> <p>with</p> <p>Up to Ten counseling sessions with an EAP Network Provider or televideo provider, delivered via face-to-face, telephonically, or televideo per problem per contract year</p> <p>with</p> <p>Web-Based Caregiving and Personal Services</p> <p>Legal and Financial Services</p> <p>Identity Theft Services</p> <p>Core Member Website</p>	<p>\$ 7.68 PE/PM</p>
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3. Except as otherwise specified in this Amendment No. 2, all terms and conditions of the Agreement shall remain in full force and effect. To the extent any terms and conditions of this Amendment No. 2 conflict with the terms and conditions of the Agreement, this Amendment No. 2 shall control.
4. If any provision of this Amendment No. 2 shall become unenforceable, illegal or in any other way invalid, that provision shall be excluded only to the extent of the unenforceability, illegality or invalidity, and all other terms or provisions of this Amendment No. 2 and the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, this Amendment No. 2 is hereby executed by:

AETNA BEHAVIORAL HEALTH, LLC

SUPERSTITION FIRE & MEDICAL DISTRICT

Hyong Un, M.D.
Head of the Employee Assistance Program

Signature
Board Chairman

Date

Printed Name

Appendix D

d) Renewal of the Medical Director Contract

Submitted By:

Fire Chief Paul Bourgeois
Division Chief Richard Ochs

Background / Discussion:

The Fire District wishes to enter into an Agreement with Dr. Gary Smith to serve as our Medical Director. Dr. Smith currently serves as our Medical Director and has extensive knowledge of local systems, protocols and state statutes related to emergency and non-emergency medical care. The term of this agreement is two (2) years with the option to renew for two additional two year terms. This agreement has been reviewed and approved by Dr. Smith and Donna Aversa.

Financial Impact/Budget Line Item:

\$45,000, annually / 100-10-61020-12

Staff Recommendation:

Approval of the Agreement with Dr. Gary Smith for Medical Direction

Enclosure(s):

Medical Director Contract



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ADMINISTRATIVE MEDICAL DIRECTION AGREEMENT

This Agreement is entered into effective as the 1st day of July, 2016 by and between Superstition Fire/Medical District, an Arizona fire district (“SFMD”) and Gary A. Smith, MD., (“Smith”).

RECITALS

- A. SFMD currently provides emergency medical services within its jurisdictional boundaries, Phoenix Metro Valley automatic aid system, State wide and both in and out of State for Wildland assignments, and is seeking the services of a qualified physician to provide services as set forth by the terms and conditions of the Agreement.
- B. Smith is a licensed medical physician with extensive knowledge of local systems, protocols and state statues related to emergency and non-emergency medical care, and medical practice(s). Smith seeks to provide services to SFMD as set forth by the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between SFMD and Smith as follows:

I. Services

That Smith, here in referred to as Medical Director, in accordance with Arizona Revised Statute R9-25-204, shall provide the following services;

- A. Provide medical direction for SFMD paramedic continuing education program. The Medical Director may serve as the principle physician instructor for these programs.
- B. Serve as a consultant to the SFMD EMS Staff for ongoing evaluation and management of SFMD emergency services.
- C. Assist the EMS Staff or assigned program manager, with research, development, and continuous quality improvement for all respective programs and/or pilot projects related to emergency and non-emergency medical care and services.
- D. Participate in the cooperative delivery of medical direction with the administrative base station and/or communication center and other receiving facilities for resolution of pre-hospital care issues.
- E. Provide administrative medical direction and continuing medical education for pre-hospital care providers assigned to Apache Junction Police Department’s SWAT team.
- F. Represent SFMD at local, regional, and state meetings as requested.

- G. Provide input in the administrative and legislative process affecting the local, regional and state pre-hospital EMS system.
- H. Provide input in the administrative medical direction for SFMD sponsored immunization clinics in accordance with R9-13-1501, sub-section C-1, and R9-25-609.
- J. Provide administrative medical review and approval of SFMD's Basic Life Support (BLS) TRAINING PROGRAM IN ACCORDANCE WITH r9-25-301.
- K. Provide medical expertise, development, and assistance in designing and obtaining research grants associated with the delivery of emergency medical services.
- L. Provide medical direction for the community Public Access Defibrillation program.

II. Term of Contract

This contractual agreement shall be in effect for the period of July 1, 2016 through June 30, 2018. The District may at its option extend the term of this Agreement for up to two (2) additional two (2) year terms.

III. Payment

For all services described under section I, SFMD shall make payment to Gary A. Smith, MD, PLLC as follows:

- A. Payment shall be \$45,000.00 per fiscal year for the term of this content.
- B. These services shall be invoiced by Smith quarterly, beginning on September 1, 2016 and ending on June 1, 2018. Payments shall be made in four equal installments of \$11,250.00 per year.

IV. Termination

SFMD and Smith hereby agree to the full performance of the covenants contained herein, except that each shall reserve the right, at its discretion, to terminate or abandon the service provided for in this agreement.

- A. In the event SFMD shall abandon the service or any part of the services as herein provided, SFMD shall notify Smith in writing, no less than 30 days in advance of such termination or abandonment. Smith shall discontinue providing service under this agreement on the effective date of termination or abandonment.

- B. Upon such termination or abandonment, Smith shall deliver SFMD or its designee, all records and information pertaining to the services provided under section I of this contract.
- C. Smith shall receive as payment in full for services performed to the date of such termination, a fee for the percentage of work actually performed based on section III of this contract. SFMD shall make final payment within 60 days after Smith terminated the services.
- D. In the event that Smith determines to terminate or abandon the services or any part of the services as provided herein, Smith shall notify SFMD in writing, no less than 30 days in advance of such termination or abandonment.

V. Ownership of Documents

All documents including research and record prepared for performance of this agreement are to remain the property of SFMD and are to be delivered to the EMS Division Chief at the conclusion of the term of this agreement. However, information of a confidential nature, arising from patient/physician relationships shall not be transferred without patient approval in accordance with HIPPA requirements.

VI. Successors and Assigns

This agreement shall not be assignable except at the written consent of the parties herein; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

VII. Medical Director as an Independent Contractor

The parties hereto recognize that the Medical Director providing the services as described in section I of this agreement is and shall remain at all times when providing these services as an independent contractor for SFMD. The Medical Director will be treated as a non-employee. SFMD will not withhold federal or state taxes from payments made to the Medical Director; the Medical Director is not included in SFMD's benefit programs and will not be eligible for unemployment or workers' compensation benefits.

VIII. Professional Liability Coverage

SFMD's liability insurance provider (Companion Property & Casualty) provides coverage for a medical director as defined by A.R.S. R9-25-204 for the following professional care services;

- A. Establishing medical protocol.
- B. Creating medical training curricula.

- C. Providing medical training.
- D. Conducting medical quality assurance programs.
- E. Carrying out similar duties as described above.

SFMD's liability insurance provider (Companion Property & Casualty) does not provide coverage for duties and/or actions of a medical physician. In the event the Medical Director performs any duties and/or actions as a medical physician while providing services as SFMD's Medical Director, the Medical Director must maintain Medical Professional Liability Coverage.

This coverage must extend to any duties and/or actions performed as a medical physician while providing services as Medical Director with SFMD.

The Medical Director shall furnish SFMD certificates of insurance for medical professional and workers' compensation liability coverage.

IX. Transactional Conflicts of Interest

This agreement is subject to cancellation due to conflict of interest without penalty or further obligation as provided by A.R.S. 38-511. This contract shall be in full force and effect only when it has been approved by duly authorized SFMD officials.

X. Miscellaneous

- A. Applicable Law- This shall be interpreted under and subject to the law of the State of Arizona.
- B. Notice- Either party wishing to give notice to the other under this agreement shall do so by U.S. Mail, First Class, Certified Return Receipt Requested, or other method resulting in a signed receipt.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by affixing their signature below.

Gary A. Smith, MD., an Arizona licensed physician,

BY: _____

Gary A. Smith, MD.

DATED: _____

Superstition Fire/Medical District, a political subdivision of the
State of Arizona,

By: _____

Chairman of the Board

DATED: _____

ATTEST: _____

Clerk of the Board

APPROVED as to form:

Fire District Attorney

Appendix E

e) State Forestry Division Cooperative Intergovernmental Agreement (IGA).

Submitted By:

Fire Chief Paul Bourgeois
Division Chief Richard Ochs

Background / Discussion:

SFMD wishes to enter into an IGA with the State Forester. This agreement will enable the district to respond to and suppress fires on State Properties outside of the fire district and outside of the State of AZ, and to receive reimbursement cost as per our Cooperative Fire Rate Agreement, which was approved at the April 20, 2016 Board Meeting (BOD #2016-04-03). This agreement also allows the district to purchase wildland firefighting equipment and supplies through the State Forester's procurement system. The Term of this agreement is ten (10) years.

Staff Recommendation:

Approval of the State Forestry Division IGA

Enclosure(s):

State Forestry Division Cooperative IGA



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**ARIZONA STATE FORESTRY DIVISION
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between Superstition Fire & Medical District hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State

Forester. Per A.R.S. 37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;

5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain, the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. The term “Contractor” throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.A.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “**State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees**” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management

Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

20. INDEMNIFICATION:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of injury to any person (including death) or property damage resulting from, or in connection with, the performance of this Agreement, but only to the extent that such injury or damage is caused by the negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For the purposes of this Section 20, an agent, employee, or volunteer of the Cooperator who is working under the jurisdiction, direction or supervision of the State Forester is the Cooperator's agent, employee, or volunteer and not the agent, employee or volunteer of the State Forester. The preceding sentence does not limit or affect the application of A.R.S. 23-1022, including the circumstances in which an employee is deemed to be an employee of both Parties for purposes of that statute.

This Section 20 does not reduce the degree of negligence or fault that the injured party or other third party must establish in the underlying Claim to recover for any injury or damage, or affect any defense to such underlying Claim.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.

3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona State Forestry Division
 1110 West Washington, Suite 100
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

Superstition Fire & Medical District
575 N. Idaho Rd.
Apache Junction, AZ 85119
(480) 982-4440
(480) 982-1299

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with section 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State

retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.

- 13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
- 14. **Term:** This Agreement will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.
- 15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

_____	_____
(Print Name)	_____

_____	_____
Signature	Witness
_____	_____
Title	Witness

Date	

STATE FORESTER:

Jeff Whitney
Print Name

Signature

State Forester
Title

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: _____
Assist. Attorney General
Attorney for State Forester

By: _____

Date: _____

Date: _____

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Appendix F

f) City of Mesa Fire / Medical Department Intergovernmental Agreement (IGA) First Addendum relating to the Community Medicine Health Care Innovation Award

Submitted By:

Fire Chief Paul Bourgeois
Finance Director Roger Wood

Background / Discussion:

In the fall of 2014, Mesa Fire and Medical District (MFMD) and SFMD entered into an Intergovernmental Agreement (IGA) to define the responsibilities and cost reimbursement process / totals governing the CM grant for years one, two and three. The original IGA indicated year two and year three cost reimbursement totals for the salaries and benefits for the Paramedic Captains that did not cover SFMD's total costs.

Staff from MFMD and SFMD have worked together to redefine the year two and year three salary and benefits maximums to allow for SFMD to recover its costs for the Paramedic Captains dedicated to the CM grant activity.

Staff recommends the Board approve the attached First Amendment to the Intergovernmental Agreement between the City of Mesa Fire and Medical District, and the Superstition Fire & Medical District relating to the Community Medicine (CM) Health Care Innovation Award.

Financial Impact/Budget Line Item:

Financial impact is expected to be approximately \$75,000 in additional cost reimbursement for FY 2016/2017. The approval of the First Amendment was assumed in the Tentative Budget for FY 2016/2017 budget

Staff Recommendation:

Approval Amended IGA

Enclosure(s):

Will be provided at the Board Meeting



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Appendix G

g) Memorandum of Understand (MOU) for the awarded Assistance For Firefighters Grant (AFG) through FEMA

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Jerome Schirmer

Background / Discussion:

The SFMD in conjunction with City of Scottsdale, City of Maricopa, City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gilbert Fire & Rescue Department, The Peoria Fire & Medical Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, and The Salt River Fire Department was awarded an Assistance For Firefighters Grant (AFG) from FEMA in the amount of \$92,000. This grant will fund 24 hours of incident command training for approximately 53 of our members including BC's, Captains, Engineers, and Acting Captains. This MOU will be forwarded to FEMA to finalize the process.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Approval of the AFG MOU

Enclosure(s):

AFG MOU



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**Memorandum of Understanding
Between and Among
The City of Scottsdale
And**

**The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes
Fire District, The Gilbert Fire & Rescue Department, The Peoria Fire & Medical
Department, The Sun City Fire and Medical District, The Chandler Fire, Health &
Medical Department, The Salt River Fire Department, and The Superstition Fire
and Medical District**

This Memorandum of Understanding (“MOU”) is entered into on June 15, 2016 (“Effective Date”) between and among **The City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, **The City of Maricopa**, located at 39700 West Civic Center Plaza, Maricopa, Arizona 85138, **The City of Mesa**, located at 20 E. Main Street Mesa, AZ 85201, **The Town of Queen Creek**, located at 22350 S. Ellsworth Road, Queen Creek, AZ 85142, **The Sun Lakes Fire District**, located at 25020 South Alma School Road, Sun Lakes, AZ 85248, **The Gilbert Fire & Rescue Department**, located at 85 E. Civic Center Drive, Gilbert, AZ 85296, **The Peoria Fire & Medical Department**, located at 8351 W Cinnabar Avenue, Peoria, AZ 85345, **The Sun City Fire and Medical District**, located at 18602 N.99th Avenue, Sun City, AZ 85382, **The Chandler Fire, Health & Medical Department**, located at 151 E. Boston Street, Chandler, AZ 85225, **The Salt River Fire Department**, located at 10005 East Osborn Road, Scottsdale, AZ 85256, and **The Superstition Fire and Medical District**, located at 565 N. Idaho Road, Apache Junction, AZ 85119 (hereinafter referred to collectively as “Parties” or individual as “Party”).

IN ORDER to fulfill the obligations of a FEMA Assistance to Firefighters grant award, between and among the Parties, the Parties desire to identify mutual interests and set forth their intent to collaborate on grant related activities.

I. Intended Areas of Cooperation.

- A. The City of Scottsdale shall serve as the primary grant recipient and administrative agent for the grant.
- B. The City of Scottsdale, The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gilbert Fire & Rescue Department, The Peoria Fire & Medical Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, The Salt River Fire Department, and The Superstition Fire and Medical District will be participating entities and sub-recipients in the grant.
- C. All Parties shall train command officers as specified in the grant through the Mesa Community College Virtual Incident Command Center (“VICC”) located at 145 N. Centennial Way, Mesa, AZ 85201. This training shall consist of Blue Card Certification and quarterly training for a period of one year commencing with the grant award as outlined in the grant proposal, subject to any revisions by the granting agency.
- D. The Parties shall adhere to the 15% cost sharing requirements as contained in the grant and all other grant requirements.

- E. The Parties shall adhere to the fiscal and programmatic reporting requirements specified in the grant award and to provide such information on a timely basis to the City of Scottsdale.
- F. The Parties anticipate several benefits of these collaborative activities, which may include but are not limited to:
 - Improved outcomes of critical incident response;
 - Improved outcomes of mutual aid; and
 - Improved public safety.

II. Duration and Termination.

- A. The Parties will implement this potential collaboration during the one-year period commencing on the Effective Date of the potential grant award that includes any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period.
- B. Any Party may terminate its participation in this this MOU by providing at least sixty (60) days written notice to the other Parties unless such termination would affect the terms of the grant.

III. Miscellaneous Provisions.

- A. Use of Tradenames/Logos. The names, crests, and logos of each Party are the intellectual property of that Party and may not be used without that Party's prior express written permission for each specific usage.
- B. Indemnification. Each Party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Parties, its elected officials, officers, officials, agents, employees, or volunteers (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- C. Workers Compensation. The provisions of A.R.S. Section 23-1022(D) shall apply to this MOU. An employee of a public agency, as defined in A.R.S. Section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract is deemed to be an employee of both public agencies for the purposes of A.R.S. Section 23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section. Each Party to this MOU shall comply with the posting requirements of A.R.S. Section 23-1022(E)
- D. Conflict of Interest. Each Party's participation in this MOU is subject to [Section 38-511 of the Arizona Revised Statutes](#) which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of a Party is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other Party to this MOU in any

capacity or a consultant to any other Party with respect to the subject matter of this MOU.

- E. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by an agency to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that jurisdiction's practice only by the particular agency seeking approval.
- F. The Parties agree to maintain and furnish to each other records and documents pertaining to the grant activities provided under this MOU as may be required by Federal, State or local laws, rules, or regulations.
- G. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each has been properly authorized and empowered to enter this MOU.

IV. Federal Provisions.

- A. The Parties agree to comply with the Fiscal Year 2016 Department of Homeland Security Standard Terms and Conditions incorporated into this MOU by this referenced and attached as Appendix A.

THIS AREA INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties named below have executed this MOU as first written above.

The Superstition Fire & Medical District

By: 

Name: Jerome Schirmer

Emergency Services Assistant Chief

Date: 6/7/16

*This signature line may be modified to meet individual agency specifications.

IN WITNESS WHEREOF, the Parties named below have executed this MOU as first written above.

The Superstition Fire & Medical District

By: _____

Name: Paul Bourgeois

Fire Chief

Date: _____

Approved as to Form:

District Attorney

NAME OF ENTITY*

By: _____

Name: _____

Title: _____

Date: _____

*This signature line may be modified to meet individual agency specifications.

The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R., Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See [24 C.F.R. § 100.201](#)).

Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund

deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729](#)- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#).

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. § 7104](#)). The award term is located at [2 CFR § 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).