

Superstition Fire and Medical District

Board of Directors

November 16, 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, November 16, 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 October 2016 financial reports and bank reconciliations. **(BOD #2016-11-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2016-11-02)**
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below: **(BOD #2016-11-03)**
 - a) Board Meeting Minutes from October 19, 2016
 - b) Executive Session Meeting Minutes from October 19, 2016
 - c) Mediacom Service Change Order
 - d) Pitney Bowes Lease Agreement Renewal
 - e) 2016 AFG FEMA Grant Alliance MOU and Appendix
5. Discussion and possible approval of the Pinal County Letter Line of Credit Letter of Declaration. **(BOD #2016-11-04)**
6. Discussion and possible approval of a revision to the Procurement Policy. **(BOD #2016-11-05)**
7. Discussion and possible action regarding the fire chief's annual performance evaluation. **(BOD #2016-11-06)**
8. Discussion and possible action concerning the fire chief's contract. **(BOD #2016-11-07)**
9. Review and possible approval of the Pinal/Maricopa County Elections Department canvass of the fire board election and temporary override initiative election on the November 8, 2016 ballot. **(BOD #2016-11-08)**
10. Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS §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 BOD #2016-06-07. **(BOD #2016-11-09)**
Note that Executive Sessions are confidential pursuant to ARS §38-431.03(c)
11. Senior Leadership Team Reports **(BOD #2016-11-10)**
 - a) Fire Chief
 - b) Emergency Services
 - c) Technical & Community Services
 - d) Administrative Services
 - e) Financial Services



12. Announcements (**BOD #2016-11-n/a**)

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

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):

Original Posted on November 9, 2016

At: 1900 Hours

By: Jasmin Jones

Revised Copy Posted on November 15, 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 – November 16, 2016

Agenda Item: 1

BOD#: 2016-11-01

Agenda Item Title:

Review and approval of the October 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 October 2016 financial reports and bank reconciliations."



Go To Item 2

Go to Agenda

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 **October 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 – November 16, 2016

Agenda Item: 2

BOD#: 2016-11-02

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

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.

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

10 Years of Service

Software Administrator / IT Specialist **Lauren Daniel**

November Service Anniversaries:

4 Years of Service

Fire Chief **Paul Bourgeois**

3 Years of Service

Account Clerk Specialist **Jennifer Burke**

*Our Transportation Services Members will be recognized for their one year of service at the December Board Meeting

November Special Recognition Awards:

Cardiac Arrest SAVE

L264 Crew

Captain/Paramedic Doug Taylor

Engineer Rob McMinn

Firefighter/Paramedic Ken Simkins

Firefighter Wayne Emerson

Medic 263 Crew:

EMT Kevin Montgomery

Paramedic Cortney Schmeltzer

Board Director Charlie Fox will be recognized for his outstanding service on the SFMD Board of Directors from 2012-2016.



Go to Item 3

Go to Agenda

Governing Board Meeting – November 16, 2016

Agenda Item: 3

BOD#: 2016-11-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None



Go to Item 4

Go to Agenda

Governing Board Meeting – November 16, 2016

Agenda Item: 4

BOD#: 2016-11-03

Agenda Item Title:

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

- a) Board Meeting Minutes from October 19, 2016 – **Appendix A**
- b) Executive Session Board Meeting Minutes from October 19, 2016 – **Appendix B**
- c) Mediacom Service Change Order – **Appendix C**
- d) Pitney Bowes Lease Agreement Renewal – **Appendix D**
- e) 2016 AFG FEMA Grant Alliance MOU and Appendix – **Appendix E**

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for November 16, 2016.”



Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – November 16, 2016

Agenda Item: 5

BOD#: 2016-11-04

Agenda Item Title:

Discussion and possible approval of the Pinal County Letter Line of Credit Letter of Declaration.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

This Line of Credit – Letter of Declaration is for districts that will be issuing less than \$10 million in tax exempt debt during the calendar year, and is required by Pinal County’s servicing bank and the IRS. If the letter is not returned or a district will be issuing more than \$10 million in tax exempt debt, it will be charged a higher rate of interest when borrowing against the line of credit.

Financial Impact:

N/A

Enclosure(s):

Memorandum from the Pinal County Treasurer and Letter of Declaration Form

Recommended Motion:

“Motion to approve the Pinal County Line of Credit Letter of Declaration for 2017.”



Go to Item 6

Go to Agenda

LETTER OF DECLARATION

In compliance with the Tax Reform Act of 1986, the Governing Board (the "Governing Board") of the **SUPERSTITION FIRE & MED DIST** (the "Borrower") hereby requests that Wells Fargo Bank, National Association ("Wells Fargo") to issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. The line of credit is designated as qualified tax-exempt obligations pursuant to Section 265 of the Internal Revenue Code of 1986.

We are reasonably sure that the **SUPERSTITION FIRE & MED DIST**

Will issue LESS than \$10 million in total debt during the 2017 calendar year.

Will issue MORE than \$10 million in total debt during the 2017 calendar year.

Such debt will include all tax-exempt bonds, lease-purchase agreements, registered warrants, and any other form of tax-exempt debt.

By executing this Letter of Declaration, the Governing Board hereby acknowledges and agrees to annually file I.R.S. Form 8038 G or 8038 GC, as applicable (or any successor form or forms the I.R.S. may require), pertaining to the Credit Line not later than the 15th day of the 2nd calendar month after the close of the calendar quarter in which the first Advance is made to Borrower under the Credit Line, and to forward a copy thereof to Wells Fargo immediately upon request.

Sincerely,

Member

President

Member

Member

Member

Done at a Legally Convened Board Meeting this ____ day of _____, 2016, or if no such Board Meeting was held, the Governing Board shall attach a copy of the Minutes and Agenda pursuant to which the President and Members signing above were elected or appointed to their respective offices.

**WHEN COMPLETE PLEASE MAIL ORIGINAL TO:
PINAL COUNTY TREASURER
ATTN: BOOKKEEPING
P.O. BOX 729
FLORENCE, AZ 85132**

Governing Board Meeting – November 16, 2016

Agenda Item: 6

BOD#: 2016-11-05

Agenda Item Title:

Discussion and possible approval a revision to the Procurement Policy.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

A revision of the Procurement Policy is being proposed by Staff to provide direction for new expenditure activity related to the Transportation Services Division operations.

On occasion, customers who have been billed for transport services will overpay their fees to the District. For example, a customer who is covered by some form of insurance mistakes an Explanation of Benefits (EOB) for an invoice and submits a payment for the transport fee. Subsequently, the insurance company makes their payment, causing the account to be overpaid. In these instances, the District must refund the customer for the overpayment.

Section 5.0 has been added to the District's Procurement Policy to define the way the Board will establish the authority and process by which these transport overpayments will be refunded.

Summary of changes.

1. Accounting will create and maintain an annual purchase order to process all transport refunds against.
2. The annual purchase order will not have a defined dollar limit.
3. As transport refund requests are received, each request will be reviewed and approved by the Transportation Services Manager and the Finance Director for processing.
4. The refund checks will be submitted to two member of the Board of Directors for signature approval.

Financial Impact:

N/A

Enclosure(s):

Draft Procurement of Supplies, Equipment, Materials, and Service Policy

Recommended Motion:

"Motion to approve the revised Procurement of Supplies, Equipment, Materials, and Services Policy effective November 17, 2016."



Go to Item 7

Go to Agenda

	Policy:	Volume X: Board of Directors
	Subject: Procurement of Supplies, Equipment, Materials and Services	
	Effective Date:	Revision Date: November 2016
	Approved By: Board of Directors	

1.0 Purpose.

Establishes policy and procedure for the procurement of supplies, equipment, materials and services necessary for the effective and efficient provision of services to the community and applies to all personnel directly or indirectly involved with the procurement of such supplies, equipment, materials or services for the Superstition Fire & Medical District (SFMD).

2.0 General.

It is the fiduciary responsibility of SFMD's BOD of Directors (BOD) to ensure that public funds are expended in such a manner that best benefits the public and the community. To accomplish this, the Fire Chief develops a budget document each fiscal year for BOD adoption. The budget document establishes the public policy of SFMD through the allocation of public funds. The Fire Chief is responsible to ensure that the expenditure of public funds throughout the fiscal year coincides with the BOD's public policy initiatives.

3.0 Policy.

It is the policy of SFMD to ensure that all expenditures for the procurement of supplies, equipment, materials and services are authorized in the SFMD budget, properly encumbered and accounted for, and that a complete history of each expenditure transaction is established. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of SFMD. Violation of these regulations and the policy shall carry such penalties as may be applicable under state laws and in accordance with SFMD personnel policies.

	Policy:	Volume X: Board of Directors
	Subject: Procurement of Supplies, Equipment, Materials and Services	
	Effective Date:	Revision Date: November 2016
	Approved By: Board of Directors	

4.0 Procedure .

A. Authorized Personnel (all signatures are cumulative**):

1. Up to \$2,999 – Budget Managers, Battalion Chiefs, Executive Assistants, Fleet Manager and Facilities Specialist, Human Resources Generalist
2. \$3,000 - \$4,999 – A combination of two (2) of the following: Fire or Assistant Chief and Finance Director approval
3. \$5,000 - \$24,999 – Three (3) Written Bids and a combination of two (2) of the following: Fire or Assistant Chief and Finance Director approval
4. \$25,000 and Greater – Three (3) Written Bids, a combination of two (2) of the following: Fire or Assistant Chief and Finance Director approval **AND BOD Approval**

The Board has complete authority to mandate whether or not a competitive, sealed bid is to be used for any purchase.

****All signatures are cumulative. For a purchase order valued at \$20,000, the Budget Manager, Fire or Assistant Chief, and Finance Director would sign the PO. Three written bids would also be needed unless a viable Waiver of Competition (Section 4.0 below) was applicable.**

B. Purchase Order (PO) Methods

1. Standard PO - Regardless of dollar amount

A PO must be completed for each procurement request.

It is SFMD's intent that a PO be prepared completely with all required approval signatures prior to the purchase of goods or services. However, in instances where an item (goods or service) is needed for SFMD to protect the public, an approved PO can (and must) be submitted after the purchase has occurred. The buyer/purchaser is to ensure all applicable taxes and fees are included in the total amount of expenditure documented in the PO.

Each purchase shall be made from the vendor offering the lowest *responsible* price quote. "Responsible" is defined as the best combination of price, warranty, locale, compatibility and/or cost of repair. On all purchases the buyer should take into consideration warranty, local businesses and workmanship. If the lowest bid isn't the best value for SFMD, the buyer is to bring forward supporting documentation as to why a higher bid should be considered.

 Policy	Policy:	Volume X: Board of Directors
	Subject: Procurement of Supplies, Equipment, Materials and Services	
	Effective Date:	Revision Date: November 2016
	Approved By: Board of Directors	

When using State Contracted vendors on items \$5,000 or greater, still follow the three (3) written bid process. If lower responsible quote, they can be used even though they are not State Contracted.

2. Annual PO

An Annual PO is used for a procurement which is recurring, frequent, or monthly from a specific vendor during the fiscal year. An Annual PO number will be issued by Accounting to the awarded vendor and will be utilized throughout the fiscal year. In June of each year, Accounting will create a list of all Annual PO's for the upcoming fiscal year for Department Head review and approval. This method does not preclude competitive quote and bid requirements. This method only applies to the procurement of supplies equipment, materials and services as described on the Annual PO(s).

3. Contract PO

A Contract PO is used for the procurement of goods or services through competitive bidding for a specific term per the contract. A Contract PO number will be issued by Accounting for the awarded contract vendor/agency and will be utilized throughout the contract term date.

C. Waiver of Competition

Although competition may be waived pursuant to this section, the use of competition is required wherever practical. Competition (quotes/bids) may be waived for the following conditions:

- Government, State Contract & Inter-Governmental Agency Agreement (**Contract # and Agency must be on PO**)
- Single source procurement (**attach supporting information**)
- Emergency action (**explanation to Governing BOD within 72 hours**)
- Competition solicited with no offers
- Standardization/Compatibility requirements
- Education, training, experimental, developmental, research work
- Equipment already installed, connected, and in service, and it is determined advantageous to purchase equipment
- Items are subject to rapid price fluctuation or immediate acceptance (**attach supporting information**)

 Policy	Policy:	Volume X: Board of Directors
	Subject: Procurement of Supplies, Equipment, Materials and Services	
	Effective Date:	Revision Date: November 2016
	Approved By: Board of Directors	

D. Other Means of Procuring Goods and Services

1. Credit Card

The use of Credit Cards must follow all Procurement Policy guidelines as listed above. A PO must be prepared for all credit card purchases and all appropriate receipts must be provided to Accounting.

2. Expense Reimbursement

Employees seeking reimbursement for required and authorized expenditures must:

- Complete a SFMD Personal Expense Reimbursement Form.
- Attach all receipt(s) to the form.
- If mileage, a map with miles to and from must be attached.
- Must have Department Head approval prior to submission to Accounting for payment.

Expense reimbursement payments will be made at the amounts set by federal or state regulations. Expense reimbursement requests must be submitted within the fiscal year of expense.

5.0 Processing of Transport Refunds.

When a transport refund is required, they will be processed as follows:

1. An annual purchase order will be established by Accounting against which all refunds will be processed. Since this annual PO will be used for refunds of undetermined amount and number, the annual purchase order will have an undefined dollar limit.
2. All requests for transport funds will be approved by the Transportation Services and Finance Director.

Governing Board Meeting – November 16, 2016

Agenda Item: 7

BOD#: 2016-11-06

Agenda Item Title:

Discussion and possible action regarding the fire chief's annual performance evaluation.

Submitted By:

Legal Counsel Donna Aversa

Assistant Chief Brett Broman

Background/Discussion:

At the October Board Meeting (BOD #2016-10-06) the BOD met in executive session to discuss the fire chief's annual performance evaluation. The BOD then came back to open session (BOD #2016-10-07) and provided the fire chief with the evaluation and a letter grade of an A. The fire chief was presenting at a national conference and was not in attendance at the October meeting. The board made a motion to direct Clerk Gehrt to meet with Chief Bourgeois once he returned and to have staff add this item to the November board meeting.

Assistant Chief Brett Broman will brief the board on the fire chief's annual performance evaluation.

Financial Impact:

N/A

Enclosure(s):

Will be available at the board meeting

Recommended Motion:

TBD



Go to Item 8

Go to Agenda

Governing Board Meeting – November 16, 2016

Agenda Item: 8

BOD#: 2016-11-07

Agenda Item Title:

Discussion and possible action regarding the fire chief's contract

Submitted By:

Legal Counsel Donna Aversa

Assistant Chief Brett Broman

Background/Discussion:

The fire chief's contract has been updated by direction of the Board at the October BOD meeting.

Financial Impact:

N/A

Enclosure(s):

Fire Chief's Contract

Recommended Motion:

"Motion to approve the fire chief's contract through December 2022, with the updated date as stated."



Go to Item 9

Go to Agenda

Employment Agreement

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the 16th day of November, 2016 (the “Effective Date”) by and between Superstition Fire & Medical District, a duly formed fire district (the “District”) as the Employer and Paul Bourgeois, (the “Chief”) as the Employee.

Recitals

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

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

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Term.
 - a. This Agreement is effective upon the Effective Date as set forth above through December 31, 2022.
 - b. The Board, at its option, upon the anniversary date of this Agreement, may at its option, roll forward the termination date of this Agreement thereby extending the termination date forward by one year increments.
 - c. References to the term of the Agreement include the original term and any successive term.
 - d. Written notice shall be provided to the Chief at least nine months in advance of the expiration date of the term of the Agreement. Failure to renew said Agreement shall constitute termination upon expiration of the term of the Agreement.
 - e. Upon mutual agreement of the District and the Chief, the Chief may continue to function in the role of the District’s fire chief until the District selects a replacement or through the remainder of the term of the Agreement. In the absence of a mutual agreement, the Chief shall be free of all obligations of service to the District and the District shall maintain the Chief on the District payroll as an employee of the District until the expiration of the term of the Agreement (the “Stay On Period”). During any Stay On Period, all salary and benefits shall remain in full force and effect.
 - f. In the event the Chief voluntarily resigns prior to the expiration of the term of this Agreement, then the Chief shall give the District’s governing board sixty days advance notice unless the parties agree otherwise.

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

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

4. Termination.

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

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

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

5. Benefits upon Termination.

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

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

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

8. Deferred Compensation.

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

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

9. Vacation and Sick Leave.

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

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

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

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

13. Allowances.

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

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

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

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

18. Hours of Work.

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

19. Suspension.

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

20. Indemnification.

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

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

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

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

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

Superstition Fire & Medical District

Fire Chief

By: _____
Its: Chairperson

Paul Bourgeois

Attest:

By: _____
Its: Clerk

Governing Board Meeting – November 16, 2016

Agenda Item: 9

BOD#: 2016-11-08

Agenda Item Title:

Review and possible approval of the Pinal/Maricopa County Elections Department canvass of the fire board election and temporary override initiative election on November 8, 2016 ballot.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Brett Broman

Background/Discussion:

This item is a requirement and part of the recent board election process, Per ARS §16-642(B): *“The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors.”*

Please note that this item cannot take place, unless the SFMD receives the official Canvass of Elections from Pinal and Maricopa Counties. If the Canvass of Elections is not provided by the November 16th Board Meeting, the BOD will need to hold a Special Meeting in November to officially accept the results and then send the letter to the counties.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



Go to Item 10

Go to Agenda

Governing Board Meeting – November 16, 2016

Agenda Item: 10

BOD#: 2016-11-09

Agenda Item Title:

Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS §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 BOD #2016-06-07.

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

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

N/A

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

N/A

Recommended Motion:

“Motion to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS §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 BOD #2016-06-07.”



Go to Item 11

Go to Agenda

Governing Board Meeting – November 16, 2016

Agenda Item: 11

BOD#: 2016-11-10

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.

Governing Board Meeting – November 16, 2016

Agenda Item: 12

BOD#: 2016-11-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – November 16, 2016

Agenda Item: 13

BOD#: 2016-11-11

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



Go to Agenda

Appendix A

a) Board Meeting Minutes from October 19, 2016

Submitted By:

Fire Chief Paul Bourgeois
Executive Assistant Jasmin Jones

Background / Discussion:

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

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of October 19, 2016 board meeting minutes.

Enclosure(s):

October 19, 2016 Board Meeting Minutes



Go to Appendix B

Go to Agenda



**Governing Board Meeting Minutes
 October 19, 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, OCTOBER 19, 2016. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

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

Senior Leadership in attendance: Assistant Chief Jerome Schirmer, Assistant Chief Mike Farber, Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

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

Item 1: *Review and approval of the September 2016 financial reports and bank reconciliations. (BOD #2016-10-01)*

Motion by Director House to approve the September 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 #2016-10-02)*

Assistant Chief Brett Broman read the list of the following October Service Anniversaries

Captain / Medic Craig Horvath	17 Years
Captain / Medic David Pohlmann	17 Years
Captain / Medic Jeremy Rocha	17 Years
Firefighter / Medic John Walka	9 Years
Firefighter / Medic Sammy Ramirez	9 Years
Firefighter Chris Robson	9 Years
Firefighter / Medic Jason Chapman	2 Years
Firefighter Sean Matuszewski	2 Years
Firefighter / Medic Jay Nelson	2 Years
Firefighter Casey Schreiner	2 Years
Firefighter Joe Stiglitz	2 Years
Firefighter Andrew Tryon	2 Years
Firefighter Colt Weddell	2 Years

Firefighter / Medic Travis Yates	2 Years
Firefighter Wes Fimbrez	1 Year
Firefighter Trace Leggett	1 Year
Firefighter Kenneth (Trey) Schow	1 Year

Item 3: *Call to the Public. (BOD #2016-10-n/a)*
N/A

Item 4: *Consideration and possible approval of all consent agenda items listed below: (BOD #2016-10-03)*

- a) *Board Meeting Minutes from September 21, 2016*
- b) *Second Amendment from Nationwide Retirement Solutions for In Plan Roth Rollover*
- c) *Central Arizona College (CAC) IGA to Support their Fire Science Program*
- d) *United States Special Operations Command Short Term Lease*

Director Fox asked to remove item d.

Motion by Clerk Gehrt to approve consent agenda items a through c for October 19, 2016. Seconded by Director Moeller.

Vote 5 ayes, 0 nays. Motion passed.

Director Fox asked for clarification on item d, including what type of training would be done at the SFMD Regional Training Center. Division Chief Rick Ochs stated that this training would be SWAT training for DPS for an active shooter scenario.

Motion by Director House to approve consent agenda item d for October 19, 2016. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Brief discussion and update regarding the Fleet Services Division. (BOD #2016-10-04)*

Fleet Supervisor Vaughn Croshaw briefed the BOD on how the Fleet Services Division is currently operating. He stated that our current “*Down Time*” for the SFMD Fleet is at astounding low 1%, this has come down from 9% in 2013. Previous to 2013, the “*Down Time*” was at or more than 20% consistently. There are several factors that contribute to our current low percentage, two of the top factors are the Replacement Schedule and the hiring of an additional mechanic.

Item 6: *Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties. (BOD #2016-10-05)*

Assistant Chief Brett Broman stated that this is a house-keeping item to follow a proper board election with federal and state election laws.

Motion by Director Moeller to approve the Affidavit of Compliance stating that the SFMD has complied with all federal and state election laws and to direct staff to send the Affidavit of Compliance to both Pinal and Maricopa Counties. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed

Item 7: *Executive Session pursuant to ARS §38-431.03(A)(1) for discussion for personnel matters regarding the fire chief’s performance evaluation. (BOD# 2016-10-06)*

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

*Fire Chief Paul Bourgeois was not in attendance at the board meeting, he was in transit from a national conference he presented at, however, he did send an email stating he received at least 24 hour's notice.

Motion by Chairman House to go into executive session pursuant ARS §38-431.03(A)(1) at 5:45 PM. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed

***Regular Session began at 6:26 PM. Chairman Cross reminded everyone that the executive session is confidential pursuant to ARS §38-431.03.**

Item 8: *Discussion and possible action regarding the fire chief evaluation process. (BOD #2016-10-07)*

Assistant Chief Brett Broman summarized the fire chief evaluation timeline to the board of directors. The BOD then had comments about the fire chief's performance:

Director House stated that he has been on the BOD for 10 years now and the last four years with Fire Chief Paul Bourgeois have been great, our department has grown by leaps and bounds. He has made it easy to be on the governing board.

Clerk Gehrt stated we are very fortunate to have the caliber of a fire chief like Paul Bourgeois. The short time he has been on the board, for the last two years, we have accomplished so much and are recognized nationally. He went on to say that it is his hope that we will keep Chief Bourgeois challenged enough so we can keep him.

Chairman Cross stated he agreed with both Director House and Clerk Gehrt, we have an amazing fire chief.

Motion by Director Fox to give the fire chief the highest possible grade, of an A on his performance evaluation, only because there isn't an A+ on the scale and to direct staff to add the fire chief's contract on the November BOD Agenda. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed

Motion by Chairman Cross to have Clerk Gehrt meet with Fire Chief Paul Bourgeois to discuss his annual performance evaluation. Seconded by Director Fox.

Vote 4 ayes, 0 nays, 1 abstain (Clerk Gehrt). Motion passed.

Item 9: *Discussion, update, and possible action regarding the temporary override election process. (BOD #2016-10-08)*

Assistant Chief Brett Broman gave a brief update on the temporary override election process. He stated we have approximately 43 speaking engagements that have been scheduled for our community. Currently, we have done over half of those engagements. So far, all of the engagements have been positive, we have been able to answer questions that our citizens have regarding the temporary override.

Chief Broman also introduced and played one of the PSA's that was created for to provide our citizen's more information. The PSA was released on social media and published on our website. He also briefly summarized the polling information that the override committee and the Yes Campaign had done. The numbers were extremely positive with over 50% in favor of the temporary override.

Item 10: *Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation of legal advice with an attorney for the District and/or ARS §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 BOD #2016-06-07. (BOD# 2016-10-09)*

Assistant Chief Brett Broman requested the BOD pull this item from the agenda.

Item 11: *Senior Leadership Team Reports (BOD# 2016-10-10)*

- **Fire Chief Report**
 - Town Hall Meeting, hosted by the Apache Junction Chamber of Commerce in conjunction with the Apache Junction School District – 10/27 @ 7:00 PM, located at Roadhaven Resort.
- **Emergency Services / Operations**
 - Training Division Update
 - Transportation Division Update
 - Community Medicine Unit Update
- **Technical & Community Services**
 - Community Services
 - Annual Fire Prevention Festival – thank you for our amazing Volunteers!
 - 800 people in attendance
 - Events included – Smoke Alarm Education, Fire Safety House, Hands ONLY CPR demos, Fire Apparatus on display, TRT Pulley Station, Ventilation demo, Train Rides, Water Slide, Bouncy House, Smokey the Bear, Music, Dancing, and FREE Lunch
 - Tina Gerola and John Suniga attended Cultural Competence in Risk Reduction at the National Fire Academy
 - Technical Services
 - ImageTrend enhancements, development for fire fun form
 - Working on multiple grant opportunities
- **Administrative Services**
 - Policies that are currently going through the internal review process – Fingerprinting / Criminal Background Checks and Temporary / Acting Appointment
 - Social Media Update
 - Featured in the Don't Leave Me campaign, our department helped spread the message regarding not leaving animals and children in hot cars, the first photo of our department went viral.
- **Financial Services**
 - FY 15/16 Audit Prep
 - Deferred Compensation Committee still meeting
 - Nationwide *In Plan Roth Rollover*
 - 401(a) element discussed – proposal will be brought to the board if there is a consensus
 - Transitioning Secretary duties to Sherry Mueller

Item 12: *Announcements (BOD# 2016-10-n/a)*

Chief Broman asked the BOD to stay after the meeting to get their official pictures taken.

Clerk Gehrt gave a brief Pension Board update.

Chairman Cross stated he would like to recognize one of the SFMD Explorer's that he witnessed giving a bike he won to another child at the Fire Prevention Festival.

Item 13: *Adjourn (BOD# 2016-10-10)*

Motion by Director House at 7:06 p.m. to adjourn the meeting. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Executive Session Board Meeting Minutes from October 19, 2016

Submitted By:

Fire Chief Paul Bourgeois
Executive Assistant Jasmin Jones

Background / Discussion:

The board meeting minutes of the previous board meeting 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:

Approval the October 19, 2016 Executive Session Board Meeting Minutes

Enclosure(s):

Executive Session Minutes are Confidential



Go to Appendix C

Go to Agenda

Appendix C

c) Mediacom Service Change Order

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Mike Farber

Background / Discussion:

Due to the increase in personnel and the number of electronic devices the need for more bandwidth has become apparent. The following locations require upgrades Administration, Regional Training Center, Stations 261, 263, and 264.

This was a planned expenditure, and is expected to be upgraded upon approval.

Financial Impact/Budget Line Item:

100-10-60310-08

	Current Monthly	New Monthly	Difference
Admin Internet	799	1359	560
Admin TLS	799	1359	560
RTC TLS	799	939	140
Annex TLS	609	609	0
261	609	889	280
262	609	609	0
263	609	889	280
264	609	889	280
265	609	609	0
Totals	6051	8991	2100

Staff Recommendation:

Approval of the change order

Enclosure(s):

Mediacom Change Order



Go to Appendix D

Go to Agenda

SFMD Admin Internet & TLS Service Change Order Upgrade

Signature:

Email: dlane@mediacomcc.com

Mediacom Enterprise Solutions

Service Change Order

GENERAL INFORMATION:

Company Name:	Superstition Fire & Medical District
Local Company Address:	565 N Idaho Road Apache Junction, AZ 85119
Contact Person:	Anna Butel
Telephone Number:	(480) 982-0183
Fax Number:	(480) 982-0183
E-Mail Address:	anna.butel@sfmd.az.gov

DESIRED SITE / FACILITIES ARRANGEMENT:

Billing Name:	Superstition Fire & Medical District – Admin Building
Billing Address:	565 N Idaho Road Apache Junction, AZ 85119
Location of Service Change:	565 N Idaho Road Apache Junction, AZ 85119

Current Service at Location:	45 Mbps Fiber Internet & 45 Mbps Fiber TLS
Service Change at Location:	Primary: Upgrade Internet Additional 30 Mbps for 75 Mbps Total Secondary: Upgrade TLS Hub Site Additional 30 Mbps for 75 Mbps Total
Scheduled In-Service Date:	Next Available

Current Location Charge:	\$ 1,598.00 per month
New Additional Charge	\$ 1,120.00 per month
Total New Charge at Location:	\$ 2,718.00 per month
Term:	For a period no shorter than the underlying term of the agreement between Superstition Fire & Medical District and the customer located at the Location of Service.

Service Change Order

GENERAL INFORMATION:

Company Name: Superstition Fire & Medical District
Local Company Address: 565 N Idaho Road Apache Junction, AZ 85119
Contact Person: Anna Butel
Telephone Number: (480) 982-0183
Fax Number: (480) 982-0183
E-Mail Address: anna.butel@sfmd.az.gov

DESIRED SITE / FACILITIES ARRANGEMENT:

Billing Name: Superstition Fire & Medical District – Fire Station #264
Billing Address: 565 N Idaho Road Apache Junction, AZ 85119
Location of Service Change: 7557 E US Hwy 60 Gold Canyon, AZ 85118

Current Service at Location: 20 Mbps Fiber TLS
Service Change at Location: Primary: Upgrade TLS Additional 20 Mbps for 40 Mbps
Total

Scheduled In-Service Date: Next Available

Current Location Charge: \$ 609.00 per month
New Additional Charge \$ 280.00 per month
Total New Charge at Location: \$ 889.00 per month
Term: For a period no shorter than the underlying term of the agreement between Superstition Fire & Medical District and the customer located at the Location of Service.

Service Change Order

GENERAL INFORMATION:

Company Name: Superstition Fire & Medical District
Local Company Address: 565 N Idaho Road Apache Junction, AZ 85119
Contact Person: Anna Butel
Telephone Number: (480) 982-0183
Fax Number: (480) 982-0183
E-Mail Address: anna.butel@sfmd.az.gov

DESIRED SITE / FACILITIES ARRANGEMENT:

Billing Name: Superstition Fire & Medical District – Fire Station #263
Billing Address: 565 N Idaho Road Apache Junction, AZ 85119
Location of Service Change: 1645 S Idaho Rd. Apache Junction, AZ 85119

Current Service at Location: 20 Mbps Fiber TLS
Service Change at Location: Primary: Upgrade TLS Additional 20 Mbps for 40 Mbps
Total

Scheduled In-Service Date: Next Available

Current Location Charge: \$ 609.00 per month
New Additional Charge \$ 280.00 per month
Total New Charge at Location: \$ 889.00 per month
Term: For a period no shorter than the underlying term of the agreement between Superstition Fire & Medical District and the customer located at the Location of Service.

Service Change Order

GENERAL INFORMATION:

Company Name: Superstition Fire & Medical District
Local Company Address: 565 N Idaho Road Apache Junction, AZ 85119
Contact Person: Anna Butel
Telephone Number: (480) 982-0183
Fax Number: (480) 982-0183
E-Mail Address: anna.butel@sfmd.az.gov

DESIRED SITE / FACILITIES ARRANGEMENT:

Billing Name: Superstition Fire & Medical District – Fire Station #261
Billing Address: 565 N Idaho Road Apache Junction, AZ 85119
Location of Service Change: 1135 W Superstition Blvd. Apache Junction, AZ 85119

Current Service at Location: 20 Mbps Fiber TLS
Service Change at Location: Primary: Upgrade TLS Additional 20 Mbps for 40 Mbps
Total

Scheduled In-Service Date: Next Available

Current Location Charge: \$ 609.00 per month
New Additional Charge \$ 280.00 per month
Total New Charge at Location: \$ 889.00 per month

Term: For a period no shorter than the underlying term of the agreement between Superstition Fire & Medical District and the customer located at the Location of Service.

Service Change Order

GENERAL INFORMATION:

Company Name: Superstition Fire & Medical District
Local Company Address: 565 N Idaho Road Apache Junction, AZ 85119
Contact Person: Anna Butel
Telephone Number: (480) 982-0183
Fax Number: (480) 982-0183
E-Mail Address: anna.butel@sfmd.az.gov

DESIRED SITE / FACILITIES ARRANGEMENT:

Billing Name: Superstition Fire & Medical District – Training Center
Billing Address: 565 N Idaho Road Apache Junction, AZ 85119
Location of Service Change: 3700 E 16th Ave. Apache Junction, AZ 85119

Current Service at Location: 30 Mbps Fiber TLS
Service Change at Location: Primary: Upgrade TLS Additional 10 Mbps for 40 Mbps
Total

Scheduled In-Service Date: Next Available

Current Location Charge: \$ 799.00 per month
New Additional Charge \$ 140.00 per month
Total New Charge at Location: \$ 939.00 per month
Term: For a period no shorter than the underlying term of the agreement between Superstition Fire & Medical District and the customer located at the Location of Service.

Appendix D

d) Pitney Bowes Lease Agreement Renewal

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background / Discussion:

In June 2011, Staff entered into a 5-year lease agreement with Pitney Bowes for the use of a desktop postage meter. This original lease agreement expired at the end of June 2016.

Staff has negotiated a renewal of the Pitney Bowes mailing system lease at the same monthly prices as agreed to in June 2011, this lease is also a 5-year lease agreement as well.

Financial Impact/Budget Line Item:

No incremental cost is created by the renewal of the Pitney Bowes lease agreement. The monthly cost was budgeted for in accounts 100-10-62020-12 and 150-10-62020-12: Printing / Publishing Services.

Staff Recommendation:

Approval of the lease agreement

Enclosure(s):

Pitney Bowes Lease Agreement



Go to Appendix E

Go to Agenda

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 8/16), which are available at www.pb.com/statelocalmvterms and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract # _____

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office	PBGFS Acceptance
--------------------	-------	--------------	-----------------	------------------

Account Rep Name 2	Split	Sales Rep ID	District Office	PBGFS Acceptance
--------------------	-------	--------------	-----------------	------------------

Appendix E

e) 2016 AFG FEMA Grant Alliance MOU and Appendix

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Jerome Schirmer

Background / Discussion:

SFMD is participating in a regional grant opportunity hosted by Peoria Fire Department. The purpose of this grant is to provide training hours and overtime costs for Chiefs, Captains, Engineers and Firefighters at the VICC for our members.

It will cover the following training:

- 2 Day Company Officer Workshop
- 2 Day Chief Officer Level Workshop
- 2 Day Big Box Fires Workshop
- 2 Day Flow Paths to Safety and Survival Workshop
- 2 Day Mid-Rise/High Rise Workshop

Financial Impact/Budget Line Item:

The financial impact is \$14672.26 in the 2017-18 fiscal year (award pending). The total value of the grant is \$112,510.36.

200 Fund is typically used for grant awards.

Staff Recommendation:

Approval of the MOU / Appendix

Enclosure(s):

MOU and Appendix

Budget Template



Go to Item 5

Go to Agenda

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

The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department

This Memorandum of Understanding (“MOU”) is entered into on November____, 2016 (“Effective Date”) between and among **The City of Peoria**, located at 8401 W. Monroe Peoria, AZ 85345, **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 Gila River Indian Community Fire Department**, 5002 N. Maricopa Road, Chandler, AZ 85226, **The City of Goodyear**, 190 N Litchfield Road, Goodyear, AZ 85338, **The Gilbert Fire & Rescue Department**, located at 85 E. Civic Center Drive, Gilbert, AZ 85296, **The Glendale Fire Department**, 6829 N. 58th Drive, Glendale, Arizona 85301, **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, **Rio Verde Fire District**, 25608 N. Forest Rd. Rio Verde, AZ 85263, **The Salt River Fire Department**, located at 10005 East Osborn Road, Scottsdale, AZ 85256, **The City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, and **The Superstition Fire and Medical District**, located at 565 N. Idaho Road, Apache Junction, AZ 85119, **The City of Surprise Fire-Medical Department** located at 14250 W. Statler Plaza, Suite 101, Surprise, AZ 85374 (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 Peoria shall serve as the primary grant recipient and administrative agent for the grant.
- B. The City of Peoria, The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department 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 Peoria.
- 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 Trade names/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 'indemnatee') 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.

- H. 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 City of Peoria

By: _____

ATTEST:

Name: Bobby Ruiz

Fire Chief

Rhonda Geriminsky, City Clerk

Date: _____

APPROVED AS TO FORM:

Stephen J. Burg, Acting City 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](#).

FEMA Firefighter Assistance Grant

Budget Template

Personnel

Backfill Costs	# Requiring Backfill	# Hrs Backfill	Cost Per Hr	Total Cost
Chiefs	0	0	\$ -	\$ -
Captains	0	0	\$ -	\$ -
Other (Specify)	0	0	\$ -	\$ -
Other (Specify)	0	0	\$ -	\$ -
Other (Specify)	0	0	\$ -	\$ -
Other (Specify)	0	0	\$ -	\$ -
Subtotal Backfill			\$	-

Overtime Costs	# Requiring Overtime	# Hrs Overtime	Cost Per Hr	Total Cost
Chiefs	4	96	\$ 87.45	\$ 8,395.20
Captains	27	648	\$ 64.67	\$ 41,906.16
Engineers	15	360	\$ 57.11	\$ 20,559.60
Firefighter/acting captain	10	240	\$ 46.46	\$ 11,150.40
Other (Specify)	0	0	\$ -	\$ -
Other (Specify)	0	0	\$ -	\$ -
Subtotal Overtime			\$	82,011.36

Total Personnel Costs

\$ 82,011.36

Training Costs	# Participants	Cost Per Participant	Total Cost
2 Day Company Officer Workshop	56	\$ 279.00	\$ 15,624.00
2 Day Chief Officer level Workshop	0	\$ 279.00	\$ -
2 Day Big Box Fires Workshop	0	\$ 279.00	\$ -
Flow Paths to Safety and Survival 2 Day Workshop	0	\$ 279.00	\$ -
Mid-Rise/High-Rise 2-Day Workshop	0	\$ 279.00	\$ -

Training Costs	# Participants	Cost Per Participant		Total Cost
2 Day Mayday Workshop	0	\$ 279.00		\$ -
Tactical Sets and Reps	56	\$ 125.00		\$ 7,000.00
Blue Card Certification				
Program: Online Portion		\$ 385.00		\$ -
3-Day Lab Portion		\$ 425.00		\$ -
Blue Card Certification				
Program Total Cost:	0	\$ 810.00		\$ -
Blue Card Recertification	63	\$ 125.00		\$ 7,875.00
Dept. Training Costs	# Days	Cost Per Day		Total Cost
Full Day Dept Training	0	\$ 1,800.00		\$ -
Half Day Dept Training	0	\$ 900.00		\$ -
Total Training Costs				\$ 30,499.00
Total Personnel and Training Costs				\$ 112,510.36
15% Match				\$ 14,675.26
Participating Dept. Share				\$ 97,835.10