

Superstition Fire and Medical District

Board of Directors

December 21, 2016



Board Director Jeff Cross
Board Director Gene Gehrt
Board Director Todd House
Board Director Jason Moeller
Board Director Larry Strand

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, December 21, 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.

*Motion for Board Position nominations (Board Chairman and Board Clerk).

1. Review and approval of the November 2016 financial reports and bank reconciliations. **(BOD #2016-12-03)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2016-12-04)**
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 #2016-12-05)**
 - a) Board Meeting Minutes from November 16, 2016
 - b) Executive Session Board Meeting Minutes from November 16, 2016
 - c) Special Board Meeting Minutes from November 28, 2016
 - d) Disposition of Surplus Property – CF-C2 ePCR Tablets
 - e) Disposition of Surplus Property – 2012 iPad 2
 - f) Renewal of Annual Worker's Compensation Insurance provided by 7710 Insurance
 - g) Gold Canyon Arts Festival Staffing Agreement
 - h) Heritage Days Apacheland Reunion Staffing Agreement
 - i) Renaissance Limited Contract
 - j) IGA with the City of Mesa: VHF Fire Ground Radio System
5. Discussion and possible action regarding current changes to FLSA **(BOD #2016-12-06)**
6. Discussion, update, and possible action regarding ambulance billing. **(BOD #2016-12-07)**
7. Discussion, update, and possible action regarding Public Safety Personnel Retirement System (PSPRS) events, including the Hall VS. PSPRS ruling and the district's Fiscal Year 2017/2018 employer contribution rate. **(BOD #2016-12-08)**
8. Discussion, update, and possible action regarding the community medicine program. **(BOD #2016-12-09)**
9. Discussion, update, and possible action regarding the treat and refer program. **(BOD #2016-12-10)**
10. Discussion and update regarding the lessons learned during the temporary override election process. **(BOD #2016-12-11)**
11. Discussion and possible action regarding conflict of interest or potential conflict of interest of Governing Board Members. **(BOD #2016-12-12)**
12. Discussion and possible approval of the 2017 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board



Meetings. **(BOD #2016-12-13)**

13. Discussion and possible approval of a planning calendar and process for Fiscal Year 2017/2018 SFMD Revenue and Expenditure Budget. **(BOD #2016-12-14)**
14. Discussion and approval of Pinal County Treasurer's Office and Wells Fargo Bank signature authority.**(BOD #2016-12-15)**
15. Discussion and possible action regarding transferring funds for the January 1, 2017 Debt Service Interest Payment. **(BOD #2016-12-16)**
16. Senior Leadership Team Reports **(BOD #2016-12-17)**
 - a) Fire Chief
 - b) Emergency Services
 - c) Technical & Community Services
 - d) Administrative Services
 - e) Financial Services
17. Announcements **(BOD #2016-12-n/a)**
18. Adjourn **(BOD #2016-12-18)**

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 December 16, 2016

At: 2130 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 – December 21, 2016

Agenda Item: 1

BOD#: 2016-12-03

Agenda Item Title:

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



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

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

_____, Board Chairman

Date



Governing Board Meeting – December 21, 2016

Agenda Item: 2

BOD#: 2016-12-04

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.

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

25 Years of Service

Captain **Jack Hafer**

December Service Anniversaries:

24 Years of Service

Captain / Medic **Doug Taylor**

Deputy Fire Marshal **John Suniga**

4 Years of Service

Fire Mechanic I **George Nasello**

December 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



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Governing Board Meeting – December 21, 2016

Agenda Item: 3

BOD#: 2016-12-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None



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Governing Board Meeting – December 21, 2016

Agenda Item: 4

BOD#: 2016-12-05

Agenda Item Title:

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

- a) Board Meeting Minutes from November 16, 2016 – **Appendix A**
- b) Executive Session Board Meeting Minutes from November 16, 2016 – **Appendix B**
- c) Special Board Meeting Minutes from November 28, 2016 – **Appendix C**
- d) Disposition of Surplus Property: CF-C2 ePCR Tablets – **Appendix D**
- e) Disposition of Surplus Proper – 2012 iPad 2 – **Appendix E**
- f) Renewal of Annual Worker's Compensation Insurance provided by 7710 Insurance– **Appendix F**
- g) Gold Canyon Arts Festival Staffing Agreement – **Appendix G**
- h) Superstition Mountain Museum Staffing Agreement – **Appendix H**
- i) Renaissance Limited Contract – **Appendix I**
- j) IGA with the City of Mesa: VHF Fire Ground Radio System – **Appendix J**

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 December 21, 2016."



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Governing Board Meeting – December 21, 2016

Agenda Item: 5

BOD#: 2016-12-06

Agenda Item Title:

Discussion and possible action regarding current changes to FLSA.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Jerome Schirmer

Background/Discussion:

An interpretation by the 9th Circuit Court regarding FLSA pay has impacted the Community Medicine operation of the Mesa Fire & Medical Department to include the compensation of employees assigned to that program. By virtue of SFMD's involvement in Mesa's CMS Grant and the duplicate nature of staffing CM units, both organizations are facing possible reimbursement to employees, who according to the 9th Circuit, were incorrectly categorized as 56-hour employees.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – December 21, 2016

Agenda Item: 6

BOD#: 2016-12-07

Agenda Item Title:

Discussion, update, and possible action regarding ambulance billing.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Mike Farber

Transportation Services Manager Billy Warren

Background/Discussion:

Update to show the progress on the ambulance billing operations and to provide a summary of our findings of the analysis, accomplishments, and strategic plan moving forward.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



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Governing Board Meeting – December 21, 2016

Agenda Item: 7

BOD#: 2016-12-08

Agenda Item Title:

Discussion, update, and possible action regarding Public Safety Personnel Retirement System (PSPRS) events, including the Hall VS. PSPRS ruling and the District's Fiscal Year 2017/2018 employer contribution rate.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

Hall v. EORP

In November 2016, the Arizona Supreme Court ruled in the Hall VS Elected Officials' Retirement Plan (EORP) case which has significant implications on the PSPRS fund.

In summary, the plaintiff filed lawsuit against Arizona's public safety retirement funds (EORP and PSPRS) claiming that these agencies exceeded their legal authority by increasing public safety employees' (EE) contribution rate to these retirement funds above the original rate when the funds were established years ago. The result of this decision is that PSPRS will be obligated (at a future date to-be-determined) to refund to public safety employee participants the amount of contributions they have made in excess of the original 7.65% rate established in 2011. The case has been sent back to the lower court to decide what interest must be paid on the rebate.

PSPRS has informed employers like SFMD that they should prepare to distribute the refunds when all decisions have been made, and the refund monies have been sent back to SFMD. The distribution of the rebates is not expected in 2016.

At this time, the impact of the Hall decision on employers like SFMD is unknown. However, what is known is that public safety employers like SFMD will see their annual employer (ER) contribution rate increase to offset the decrease in the employee (EE) contribution rate.

Fiscal Year 2017 / 2018 PSPRS ER Contribution Rate

Each year at this time, PSPRS communicates the employer (ER) contribution rates for the upcoming fiscal year. This allows sufficient time for each employer to budget for the expense.

For FY 2017/2018, the District's PSPRS ER Contribution Rate has been set at 29.20%, up from the current rate of 20.88%. Early preliminary estimates of the cost to the district in FY 2017/2018 is \$700,000 in additional PSPRS cost.

PSPRS has communicated that the rate increase was caused primarily by short-term actuarial increases due to Prop 124 (the Public Retirement Benefits Amendment which passed in May 2016), and the reduction of the assumed earnings rate for 2015. The increase does **NOT** include any impact from the Hall decision as PSPRS has communicated that the legal process surround the Hall case is not complete and they are not authorized to take any action to implement the court's ruling at this time.



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Financial Impact:

TBD

Enclosure(s):

N/A

Recommended Motion:

NA



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Governing Board Meeting – December 21, 2016

Agenda Item: 8

BOD#: 2016-12-09

Agenda Item Title:

Discussion, update, and possible action regarding the community medicine program.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Jerome Schirmer

Captain David Pohlmann

Background/Discussion:

A brief update regarding the community medicine program will be given.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



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Governing Board Meeting – December 21, 2016

Agenda Item: 9

BOD#: 2016-12-10

Agenda Item Title:

Discussion, update, and possible action regarding the treat and refer program.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Jerome Schirmer

Captain David Pohlmann

Background/Discussion:

An update of the progress and the importance of the treat and refer program will be given.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



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Governing Board Meeting – December 21, 2016

Agenda Item: 10

BOD#: 2016-12-11

Agenda Item Title:

Discussion and update regarding the lessons learned during the temporary override election process.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The district successfully passed a Temporary Override on the November 2016 ballot. The success of the election is attributed to an aggressive public education campaign that took the issues directly to the taxpayers. Last week, Staff hosted an “after-action” review of the district’s efforts in hopes of capturing “lessons learned” and to document *what worked, what didn’t, and what we would do differently next time*. This agenda item is Staff’s opportunity to share what we learned from our educational campaign and to provide a more in-depth analysis of the election results.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – December 21, 2016

Agenda Item: 11

BOD#: 2016-12-12

Agenda Item Title:

Discussion and possible action regarding conflict of interest or potential conflict of interest of Governing Board Members.

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant Jasmin Jones

Background/Discussion:

The Superstition Fire & Medical District (SFMD) per ARS §38-503, in conjunction with the Governing Board By-Laws, Article II, Item #12 which states:

Disclosure: Within a reasonable time following election or appointment, each board member shall disclose any conflicts of interest or potential conflicts of interest that each board member has or may have regarding the district. The board shall update its Disclosure each December.

The SFMD Disclosure Form will be kept for public inspection in a special file per ARS §38-509 which states:

“Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.”

The board may use this time to disclose any conflict of interest or potential conflict of interest to the public body. Completed forms will be submitted to the board secretary to file.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

Conflict of Interest Disclosure Form

Recommended Motion:

N/A



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Superstition Fire & Medical District Disclosure Form



Pursuant to ARS §38-509, the Superstition Fire & Medical District maintains for public inspection in a special file, all documents necessary to memorialize all disclosures of substantial interest disclosed.

By submitting this Disclosure Form, I am requesting this Disclosure Form be kept according to ARS §38-509.

I, _____ am a Board Member of the Superstition Fire & Medical District and:

I do not have a Conflict of Interest
or

I have, or my relative has, a substantial interest in a decision of the Superstition Fire & Medical District
and/or

I have a conflict of interest or potential conflict of interest regarding a decision of the Superstition Fire & Medical District or the business of the Superstition Fire & Medical District,

because: _____

Signature

Date

Article 8: Conflict of Interest of Officers and Employees

A.R.S. §38-503: Conflict of Interest; exemptions; employment prohibition

- A. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.
- B. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.
- C. Notwithstanding the provisions of subsections A and B of this section, no public officer or employee of a public agency shall supply to such public agency any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except that:
 - 1. A school district governing board may purchase, as provided in sections 15-213 and 15-323, supplies, materials and equipment from a school board member.
 - 2. Political subdivisions other than school districts may purchase through their governing bodies, without using public competitive bidding procedures, supplies, materials and equipment not exceeding three hundred dollars in cost in any single transaction, not to exceed a total of one thousand dollars annually, from a member of the governing body if the policy for such purchases is approved annually.
- D. Notwithstanding subsections A and B of this section and as provided in sections 15-421 and 15-1441, the governing board of a school district or a community college district may not employ a person who is a member of the governing board or who is the spouse of a member of the governing board.

A.R.S. §38-509: Filing of disclosures

Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.

Governing Board Meeting – December 21, 2016

Agenda Item: 12

BOD#: 2016-12-13

Agenda Item Title:

Discussion and possible approval of the 2017 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings.

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant Jasmin Jones

Background/Discussion:

In accordance with ARS §38-431.02(A)(3) the district is required to execute a Disclosure Statement identifying the locations where the district will post notices of its public meetings; including governing board meetings and local pension board meetings. In addition to these locations, the district will continue to post its meeting notices and agendas on its website.

The statement also includes the 2017 SFMD regularly scheduled board meeting dates and times.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

2017 Disclosure Statement

Recommended Motion:

“Motion to approve filing the 2017 disclosure statement with board meeting dates and times with the Pinal County Board of Supervisors and for posting meeting notices and agendas on the locations specified in the statement and on the district website.”



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2017 Statement of Disclosure Posting Locations, Date and Times of Meetings

Pursuant to ARS §38-431.02(A)(3), the Superstition Fire & Medical District (SFMD) hereby states that all notices of the meetings of the Superstition Fire & Medical District Governing Board and any of its committees and sub-committees, including the Local Pension Board will be posted at the following locations:

SFMD Administration Office
565 N. Idaho Rd.
Apache Junction, AZ 85119
Monday – Thursday 7:00 am – 6:00 pm (except holidays)
Posted in the outside enclosed bulletin board by front entrance

SFMD Regional Training Center
3700 E. 16th Ave.
Apache Junction, AZ 85119
Monday – Thursday 7:00 am – 6:00 pm (except holidays)
Posted by the front entrance

Fire Station 264 Community Room
7557 E. US 60
Gold Canyon, AZ 85119
Day Time Hours
Posted by the entry way to the Community Room

District Website
www.sfmd.az.gov

Such notices will indicate the date, time, and place of the meeting and will include an agenda or information concerning the manner in which the public may obtain an agenda for the meeting. Pursuant to state statutes, these notices must be posted at least 24 hours before the meeting.

Please be advised that, pursuant to ARS §38-431.02(A)(3)(b), a technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted, if SFMD complies with all other public notice requirements.

2017 Governing Board Meeting Dates

Meetings are generally held at 5:30 pm at the SFMD Administration Office, 565 N. Idaho Rd., Apache Junction, AZ 85119. The schedule is subject to change. As needed, meetings may be cancelled or rescheduled and special meetings may be scheduled.

January 17, 2017	July 19, 2017
February 15, 2017	August 16, 2017
March 17, 2017	September 20, 2017
April 19, 2017	October 18, 2017
May 17, 2017	November 15, 2017
June 21, 2017	December 20, 2017

*LPB meetings will be scheduled quarterly or as needed.

Dated this 21st day of December, 2016.
SUPERSTITION FIRE & MEDICAL DISTRICT

By: _____
Clerk of the Board

Governing Board Meeting – December 21, 2016

Agenda Item: 13

BOD#: 2016-12-14

Agenda Item Title:

Discussion and possible approval of a planning calendar and process for Fiscal Year 2017/2018 SFMD Revenue and Expenditure Budget.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

Up for discussion and approval is the proposed schedule and planning calendar for budget preparation over the next seven (7) months. This schedule represents a streamlined version of similar and successful methodologies and processes used in past years to ensure the most efficient use of Staff time.

The schedule details Governing Board planning, activity, and decisions occurring at the regularly scheduled Governing Board meetings (the third Wednesday of each month). The final adoption of the FY 2017/2018 budget is scheduled on Wednesday, July 19, 2017. Typically, this special meeting in July also serves as the regular meeting for the month as well, and the Board may designate it as such.

Following past practice, the proposed budget planning calendar considers key items such as:

- Labor and Management will be meeting throughout the budget planning process to ensure discussion and consideration of items of mutual interest. The Labor organization may choose to make a presentation to the Board at the March Governing Board meeting. This allows Staff approximately one month to provide funding information on any Labor proposals for the April Board meeting.
- Staff will also be meeting with the unrepresented employees to discuss their items of interest for the upcoming budget year, as is done for the represented employees.
- On **February 15, 2017**, the Governing Board will review the preliminary property tax abstracts from Pinal County and the preliminary Revenue Budget estimate will be presented. Staff typically presents several scenarios with a range of tax rates so the Board can begin considering the planning rate that will be used to move towards the March and April Board meetings.
- At the **March 15, 2017** Governing Board meeting, Staff will present the FY16/17 Key Initiative(s) Summary, and a high level summary of the status of budget development. This meeting will also be a time when the Board may choose to discuss any funding or program additions or changes they feel may be necessary.
- After receiving specific direction from the Board at the March meeting, the Fire Chief and Staff will discuss the *Preliminary* Budget status at the **April 19, 2017** Board meeting. At that meeting, the Board will be asked to set a Planning Tax Rate so that Staff can work to develop the Tentative Budget for the May 17, 2017 Board meeting.



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- The Tentative Budget adoption is scheduled for the **May 17, 2017** Board meeting. On May 18, in compliance with §A.R.S. 48-805.02(A), the *Consolidated Tentative* Budget will be posted in three public places and a complete copy of the Tentative Budget will be published on the District’s website for the required minimum 20 days for public comment.
- At the **June 21, 2017** meeting, the Board can encourage public comment for the official public hearing that will occur during the board meeting scheduled in July.
- Staff is proposing a **July 19, 2017** Board Meeting for the public hearing and adoption of the FY 2017/2018 budget. The adopted budget will then be submitted to both Pinal and Maricopa County and the State of Arizona before the July 31 deadline.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

FY 2017/2018 Planning Calendar

Recommended Motion:

“Motion to adopt the Fiscal Year 2017/2018 Budget Planning Calendar as presented, and to schedule the July Governing Board Meeting for Wednesday, July 19, 2017 at 5:30 pm when the Fiscal Year 2017/2018 budget will be adopted.”



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SUPERSTITION FIRE & MEDICAL DISTRICT

FISCAL YEAR 2017 / 2018 BUDGET CALENDAR - GOVERNING BOARD

<i>BUDGET TIMELINE ACTIVITY</i>	<i>DUE DATE</i>	<i>RESPONSIBILITY</i>
Board Meeting: <ul style="list-style-type: none"> • Discuss FY 2017 / 2018 Budget Planning Process • Distribute FY 2016 / 2017 Budget Planning Calendar 	12/21/16	CHIEF BOURGEOIS
Board Meeting: Budget Development <ul style="list-style-type: none"> • Review Tax Abstracts & Preliminary Revenue Budget Estimates • Discuss Funding Priorities & Planning Tax Rate 	02/15/17	CHIEF BOURGEOIS
Board Meeting: Budget Development <ul style="list-style-type: none"> • Discuss Initiative / Program Goals • Discuss High Level Status of Budget Development 	03/15/17	CHIEF BOURGEOIS
Board Meeting: Budget <ul style="list-style-type: none"> • Discuss Preliminary Budget Status 	04/19/17	CHIEF BOURGEOIS
Budget Spending Cut-Off Date for Non-Essential Spending	05/01/17	DISTRICT
Board Meeting: Budget <ul style="list-style-type: none"> • TENTATIVE BUDGET ADOPTION FOR FISCAL YEAR 2017 / 2018 	05/17/17	GOVERNING BOARD
Publish & Post Consolidated Tentative Budget <ul style="list-style-type: none"> • 20-Day Public Comment Period Begins (5/18/17 through 6/6/17) 	05/18/17	ADMIN STAFF
Board Meeting: Budget <ul style="list-style-type: none"> • 1st Public Hearing Opportunity 	06/21/17	GOVERNING BOARD
Fiscal Year 2017 / 2018 Begins	07/01/17	
Board Meeting: Final Public Hearing & Adoption <ul style="list-style-type: none"> • FINAL PUBLIC HEARING & BUDGET ADOPTION FOR FISCAL YEAR 2017 / 2018 	07/19/17	GOVERNING BOARD
Budget Submittal to Pinal County & State of Arizona	07/20/17	ADMIN STAFF

Governing Board Meeting – December 21, 2016

Agenda Item: 14

BOD#: 2016-12-15

Agenda Item Title:

Discussion and possible approval of Pinal County Treasurer's Office and Wells Fargo Bank signature authority.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

In order to update our district bank account with the name of our newly elected board member, and to remove the name of our retiring board member, the Pinal County Treasurer's Office and Wells Fargo have asked for new documentation.

The Pinal County Treasurer's Office is asking the board to complete and sign a new Combined Resolution for Special Districts which requires the signature of Accounting Staff and each of the five (5) board members.

Wells Fargo bank is asking for the following:

- Authorization Certificate
 - Documents everyone who has signature authority on the district's bank accounts.
- Amendment to Commercial Account Signature Card
 - **ADDS** Mr. Strand and **REMOVES** Mr. Fox from the list of authorized signatories on the district's bank accounts.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

Provided at Board Meeting

Recommended Motion:

"Motion to approve the Pinal County Treasurer's Office Combined Resolution, and the Wells Fargo Authorization Certificate and Amendment to Commercial Account Signature Card documents to reflect the current Governing Board Members."



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Governing Board Meeting – December 21, 2016

Agenda Item: 15

BOD#: 2016-12-16

Agenda Item Title:

Discussion and possible action regarding transferring funds for the January 1, 2017 Debt Service Interest Payment.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

The district has a Debt Service Interest payment of **\$155,512.50** due on January 1, 2017 to trustee U.S. Bank

Fund Account: Debt Retirement Principal 2006

Budget line item: 600-60-70550-10 titled Debt Service Expenditure – Interest

The current Principal Fund cash balance as of November 30, 2016 is \$217,719.46.

Financial Impact(s)/Budget Line Item:

\$155,512.50 / Line item 600-60-70550-10

Enclosure(s):

Provided at Board Meeting

Recommended Motion:

“Motion to authorize payment by executing letter of direction to Pinal County Treasurer’s Office to wire transfer funds for the GADA debt service payments on December 31, 2016 due to U.S. Bank on January 1, 2017.”



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Governing Board Meeting – December 21, 2016

Agenda Item: 16

BOD#: 2016-12-17

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 – December 21, 2016

Agenda Item: 17

BOD#: 2016-12-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – December 21, 2016

Agenda Item: 18

BOD#: 2016-12-18

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



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Appendix A

a) Board Meeting Minutes from November 16, 2016

Submitted By:

Fire Chief Paul Bourgeois
Executive Assistant Jasmin Jones

Background / Discussion:

The board meeting minutes of the board meeting is 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 November 16, 2016 board meeting minutes.

Enclosure(s):

November 16, 2016 Board Meeting Minutes



Go to Appendix B

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**Governing Board Meeting Minutes
 November 16, 2016**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, NOVEMBER 16, 2016. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

- A. Chairman Cross called the meeting to order at 5:33 p.m.
- B. The Pledge of Allegiance was led by Director Fox.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Jason Moeller as present.
 Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief 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 October 2016 financial reports and bank reconciliations. (BOD #2016-11-01)*

Motion by Director House to approve the October 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 #2016-11-02)*

Assistant Chief Brett Broman presented Lauren Daniel with her 10 Year Service Award.

Fire Chief Paul Bourgeois presented Governing Board Director, Charlie Fox with an appreciation award for serving the SFMD Fire Board for four (4) years.

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

Fire Chief Paul Bourgeois	4 Years
Account Clerk Specialist Jennifer Burke	3 Years

Item 3: *Call to the Public. (BOD #2016-11-n/a)*
 N/A

Item 4: *Consideration and possible approval of all consent agenda items listed below: (BOD #2016-11-03)*

- a) *Board Meeting Minutes from October 19, 2016*

- b) *Executive Session Board 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*

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

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Discussion and possible approval of the Pinal County Letter Line of Credit Letter of Declaration. (BOD #2016-11-04)*

Finance Director Roger Wood introduced this item to the BOD, explaining it is a housekeeping item from the Pinal County Treasurer.

Motion by Clerk Gehrt to approve the Pinal County Line of Credit Letter of Declaration for 2017. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 6: *Discussion and possible approval of a revision to the Procurement Policy. (BOD #2016-11-05)*

Finance Director Roger Wood stated this update was to include changes to provide direction for new expenditure activity relating to the Transportation Service Division Operations.

Motion by Director House to approve the revised Procurement of Supplies, Equipment, Materials, and Services Policy effective November 17, 2016. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed

Item 7: *Discussion and possible action regarding the fire chief's annual performance evaluation. (BOD #2016-11-06).*

Assistant Chief Brett Broman stated this item is a follow up from BOD #2016-10-07, the BOD had a brief discussion regarding the fire chief's performance evaluation.

Fire Chief Paul Bourgeois thanked the Governing Board for their support and their positive remarks regarding his performance evaluation, which was a grade of an A. He went on to express his gratitude for the amazing men and woman who make up the SFMD, really this grade reflects the hard work of everyone at the SFMD.

The Board Members all made comments regarding how the SFMD would not be the organization it is today without the leadership skills of Chief Bourgeois and the men and woman that make up the entirety of the department.

Motion by Clerk Gehrt to approve the final fire chief evaluation document as stated and for it to be placed in his personnel file. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed

Item 8: *Discussion and possible action regarding the fire chief's contract. (BOD #2016-11-07).*

Assistant Chief Brett Broman stated this item comes before the BOD to update the fire chief's contract by the direction of the board at the October meeting BOD #2016-10-07. The date of the contract has been updated per their direction.

Motion by Clerk Gehrt to approve the fire chief's contract through December 2021. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 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).*

Fire Chief Paul Bourgeois stated that this item is a requirement per ARS. However, both Pinal and Maricopa Counties have not submitted the canvass of election regarding the fire board or the temporary override election process. He went on to explain, the BOD would need to hold a special board meeting when the information has been sent to the district.

Fire Chief Paul Bourgeois requested to move Item's 11 and 12 before Item 10.

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

➤ **Fire Chief Report**

- Save the Date
 - December 22, 2016 – Captain Jack Hafer Retirement Celebration
 - January 12th – 14th – AFDA Winter Conference
- Temporary Override Election
 - Thank You to our Citizens for their support
 - A “Hotwash” is scheduled to discuss lessons learned

➤ **Emergency Services / Operations**

- Wildland Update
 - North Carolina Deployment – Brian Logsdon, Jim Crowley, Ruben Briones
 - Crew is safe and is working non-stop to assist North Carolina citizens
- Training Division Update
- Transportation Division Update
- Community Medicine Unit Update

➤ **Technical & Community Services**

- Community Services
 - Fire Prevention Update
 - Community Services Update
- Technical Services Update
 - Accreditation Update

➤ **Administrative Services**

- Engineer Testing Process

➤ **Financial Services**

- Accounting / Financial Services Update

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

Director House stated he was very proud of the efforts of the district for their hard work on their temporary override election process.

Assistant Chief Brett Broman thanked Friends of Apache Junction for their generous donation of \$500 for the Peer Support Team.

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# 2016-11-09)*

Motion by Director House at 6:32 PM to go into Executive Session pursuant to §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the district and/or §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. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed

The BOD went back into Regular Session at 7:07 PM, Chairman Cross reminded those in attendance of the Executive Session, things discussed are strictly confidential per ARS.

Item 13: *Adjourn (BOD# 2016-11-11)*

Motion by Director House at 7:09 PM to adjourn the meeting. Seconded by Director Fox.

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 November 16, 2016

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant Jasmin Jones

Background / Discussion:

The executive session board meeting minutes of the previous board meeting are provided for the BOD to approve. After approval, minutes are signed by the Clerk of the Board and kept as the official public record per ARS for executive session minutes.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Approval the November 16, 2016 Executive Session Board Meeting Minutes

Enclosure(s):

Executive Session Minutes are Confidential



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Appendix C

c) Special Board Meeting Minutes from November 28, 2016

Submitted By:

Fire Chief Paul Bourgeois
Executive Assistant Jasmin Jones

Background / Discussion:

The special board meeting minutes of the previous special board meeting is 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 November 28, 2016 special board meeting minutes.

Enclosure(s):

November 28, 2016 Special Board Meeting Minutes



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**Governing Special Board Meeting Minutes
November 28, 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 MONDAY, NOVEMBER 28, 2016. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 4:00 P.M.

- A. Chairman Cross called the meeting to order at 4:00 p.m.
- B. The Pledge of Allegiance was led by Director House.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Jason Moeller as present.

Senior Leadership in attendance: Assistant Chief Brett Broman and Finance Director Roger Wood were present.

Executive Assistant acting as Board Secretary Jasmin Jones was also present at the meeting.

Item 1: *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 #2016-11-12)*

Assistant Chief Brett Broman stated SFMD just received the canvass of elections from Pinal County which is the majority of our district, in order to comply with ARS, the BOD needs to accept the canvass as stated

The results from the Pinal County Elections for the three BOD positions are:

Jeff Cross	31.53%
Jason Moeller	25.63%
Larry Strand	24.62%
Bill Kell	17.98%
Write-In	.23%

The results from the Pinal County Elections for the temporary override initiative are:

Yes	58.48%
No	41.52%

Motion by Director House to approve the Pinal County Elections Department canvass of the SFMD fire board election and the temporary override initiative election both held on November 8, 2016. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Call to Public (BOD# 2016-11-n/a)*

N/A

Item 3: *Adjourn (BOD# 2016-11-13)*

Motion by Director House at 4:02 PM to adjourn the meeting. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed. (

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix D

d) Disposition of Surplus Property: CF-C2 ePCR Tablets

Submitted By:

Fire Chief Paul Bourgeois
Planning / IT Anna Butel

Background / Discussion:

In October of 2012 the fire district purchased 14 Panasonic CF-C2 Toughbook computers for electronic patient care reporting (ePCR). These Toughbooks were used day-in and day-out in a 24/7/365 environment and have significant wear and tear.

They were replaced in the 2015/16 fiscal year by newer Toughbooks, and have been sitting ever since. There is a company, DMD Technology and eSecurity, that will wipe the hard drive to the Department of Defense (DoD) standard and pay SFMD for what is left of the device.

A Certificate of Destruction is issued following the destruction process that lists the serial number of the hard drive, the serial number of the containing system (when applicable), and the final destruction method used (wipe or destroy).

DMD is a member of the National Association for Information Destruction (NAID) and has confirmed that our destruction process complies with the requirements of regulatory standards such as HIPAA, PCI, SOX, FACTA, and GLBA.

Financial Impact/Budget Line Item:

DMD will purchase the Toughbooks from SFMD for \$50 per unit, charge \$16.50 for hard drive wiping, leaving about \$435.00 to be paid to the District.

Our CF-C2s were evaluated against CF-C2's for sale on Ebay, and it appears that this is a cost effective plan.

Staff Recommendation:

Approval of the disposition of property and acceptance of fee

Enclosure(s):

- Copy of the email with pricing
- Data Center Asset Disposal
- DMD Data Destruction
- DMD Secure Chain of Custody
- Ebay Comparison



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From: Vladimir Selantev [<mailto:vlad@dmdsystems.com>]
Sent: Wednesday, December 7, 2016 2:33 PM
To: Lauren Daniel <lauren.daniel@sfmd.az.gov>
Subject: RE: Information regarding ITAD

Hi Lauren,

Yes, we do buy back the equipment. My apologies, from the email that was sent to me it looked like you wanted disposal and data destruction services only, with no resale.

We can purchase those Toughbooks back for \$50each. And subtract the services needed from the final payout. We are looking to give you back around \$435

Let me know if this works for you.

Thanks,

Vlad Selantev | Asset Disposal Team
Direct: 602-885-0797 | Fax 602-307-0181 | vlad@dmdsystems.com



DMD Systems Recovery, Inc.
877-777-0651 / www.dmdsystems.com



Data Center Asset Decommissioning and Value Recovery

✓ Who?

DMD has been providing IT asset recovery services for over 20 years. Our regulatory bodies and certified procedures ensure secure and reliable processing of equipment.

- ➔ PCI, HIPAA, SOX, and FACTA compliant
- ➔ R2, NIST 800-88, and DOD 522.22-M guidelines
- ➔ Members of National Association of Information Destruction (NAID)

✓ What?

From a handful of servers to entire data centers, DMD's expertise cover the full spectrum of your End-of-Life equipment.

- ➔ Servers, Storage, SANs
- ➔ Telecom
- ➔ Networking, racks, and cabling

✓ When?

Projects vary from immediate removal (E.g. to minimize services fees in a co-lo facility) to over the course of many months. DMD can work with and manage any of your disposition needs.

✓ How?

DMD can accommodate for your project through our proven processes.

- ➔ Secure chain-of-custody
- ➔ Proprietary inventory system allows for adaptable serialized reporting and certified disposal documentation
- ➔ 10,000+ network of used equipment brokers to recover hardware value
- ➔ Commitment to sustainable IT lifecycle processes with our zero landfill policy

✓ Why?

Driving forces vary for every organization.

- ➔ Proper and secure destruction of data
- ➔ Minimize internal labor costs
- ➔ Eliminate liability associated with improper handling of EOL hardware
- ➔ Recover value on unusable equipment

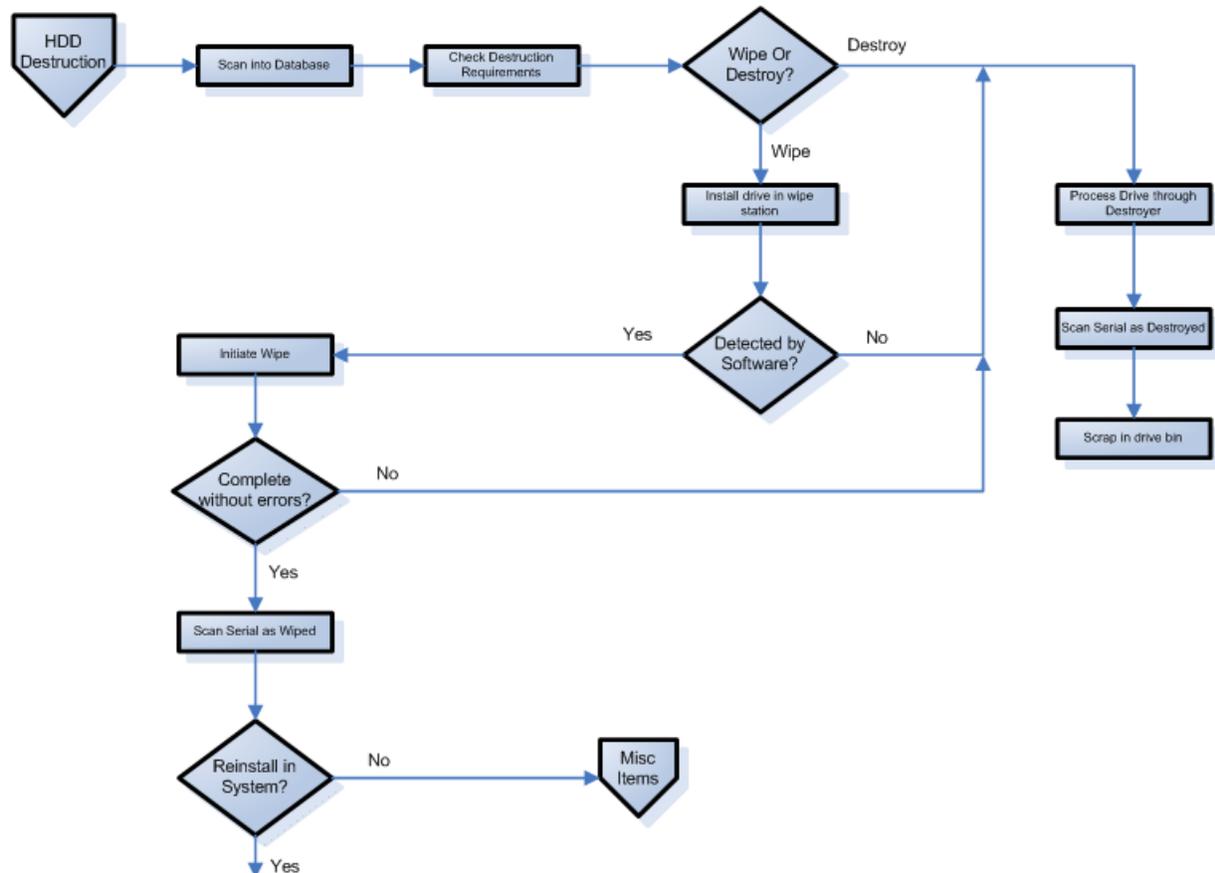


Contact your DMD Asset Recovery Specialist to learn more
877.777.0651 | secure@dmdsystems.com | www.dmdsystems.com





DATA DESTRUCTION PROCESS



DMD uses White Canyon WipeDrive Enterprise to sanitize hard drives. This is the same software used by the National Security Agency to eradicate top secret data. The wiping and physical destruction processes are NIST 800-88 and DOD 8550-22-M compliant.

A Certificate of Destruction is issued following the destruction process that lists the serial number of the hard drive, the serial number of the containing system (when applicable), and the final destruction method used (wipe or destroy).

DMD is a member of the National Association for Information Destruction (NAID) and has confirmed that our destruction process complies with the requirements of regulatory standards such as HIPAA, PCI, SOX, FACTA, and GLBA.

For more information: <http://www.dmdsystems.com/data-destruction-process/>



DMD Secure Chain-of-Custody:

1. Bill-of-lading (BOL) issued at time of pickup listing pallet/piece count and signed by customer and transportation company
2. Secure shipment using Transportation Security Administration (TSA) certified nationwide carriers
3. Received at DMD facility and pallet/piece count is confirmed upon arrival and BOL is signed by DMD personnel
4. Equipment is stored in a locked quarantine zone until processing
5. Audit of equipment: asset tags are removed and numbers captured, serial numbers are recorded, and resale equipment is added to inventory
6. Electronic storage media is put through NIST 800-88 compliant data destruction process
7. Final reporting is submitted to customer
 - Audit Report
 - Certificate of Destruction
 - Certificate of Disposal
 - Transfer of Ownership

The information contained in this communication is confidential and does not apply to anyone other than the intended recipient. If the reader of this communication is not the intended recipient, you are hereby notified that



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Panasonic Toughbook CF-H2 Tablet Intel Core i5 1.7 Ghz BIOS LOCK FOR PARTS

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PANASONIC TOUGHBOOK CF-H2 CF-H2AGFHV1M i5-2557M 1.70GHZ CPU 4GB RAM- 6,230 HOURS

\$99.95

or Best Offer

Free shipping



NEW Factory Refurbished PANASONIC ToughBook CF-H2 i5 vPro W/ Dock/ Cradle SET

\$489.95

or Best Offer

Appendix E

e) Disposition of Surplus Property – 2012 iPad 2

Submitted By:

Fire Chief Paul Bourgeois
Executive Assistant Jasmin Jones

Background / Discussion:

SFMD Board Director Charlie Fox's iPad that was purchased in 2012 and is up for replacement for the incoming Board Member, is set for disposition as a surplus item with little or no resale value. Staying consistent with past practice, Staff recommends to offer the item for a small fee to Mr. Charlie Fox.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

It is recommended that Mr. Charlie Fox retain this device for the cost of \$1.00. District material will be removed from the device.

Enclosure(s):

N/A



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Appendix F

f) Renewal of Annual Worker's Compensation Insurance provided by 7710 Insurance

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Mike Farber

Background / Discussion:

On December 29, 2016 our current policy with 7710 is set to expire. The renewal insurance quote reflects a decrease from last year's policy of nearly \$17,000. Proactive efforts of the SFMD leadership and the Health & Wellness committee initiatives led to the decrease in or E-Mod score.

Over the past year, the district has saved over \$100,000 in premiums by switching from CopperPoint to 7710 Insurance.

Financial Impact/Budget Line Item:

Workers Compensation Premium Policy amount \$140,062 for the policy period of December 29, 2016 through December 31, 2017.

Staff Recommendation:

Approval of the 7710 Insurance Quote

Enclosure(s):

Insurance Quote and Application



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WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
12/15/2016

AGENCY NAME AND ADDRESS JW & Associates PO Box 75218 Phoenix, AZ 85087 Wiatt Wong		COMPANY: Benchmark Insurance Co UNDERWRITER: APPLICANT NAME: Superstition Fire & Medical OFFICE PHONE: 480-982-4440 MOBILE PHONE: 480-215-9225 MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) 565 N. Idaho Rd. Apache Junction, AZ 85119	
PRODUCER NAME: Wiatt Wong CS REPRESENTATIVE NAME: Jodie Wong OFFICE PHONE: 877-275-8347 MOBILE PHONE: FAX (A/C, No): 877-565-8347 E-MAIL ADDRESS: wiatt@azvfi.com		YRS IN BUS: 60 SIC: NAICS: WEBSITE ADDRESS: E-MAIL ADDRESS: SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> TRUST <input type="checkbox"/> UNINCORPORATED ASSOCIATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SUBCHAPTER "S" CORP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER:	
CODE: SUB CODE: AGENCY CUSTOMER ID: SUPER-1		CREDIT BUREAU NAME: FEDERAL EMPLOYER ID NUMBER: NCCI RISK ID NUMBER: 020233176 ID NUMBER: OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER	

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
<input type="checkbox"/> QUOTE	<input checked="" type="checkbox"/> ISSUE POLICY	<input type="checkbox"/> BILLING PLAN	<input type="checkbox"/> PAYMENT PLAN
<input checked="" type="checkbox"/> BOUND (Give date and/or attach copy) 12/29/15	<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL <input type="checkbox"/>	<input type="checkbox"/> AT EXPIRATION <input type="checkbox"/> MONTHLY
<input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)	<input checked="" type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/>
		<input checked="" type="checkbox"/> QUARTERLY % DOWN:	<input checked="" type="checkbox"/> QUARTERLY

LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE	
1		565 N. Idaho Rd Apache Junction, AZ 85119	Pinal
2		1135 W. Superstition Blvd. Apache Junction, AZ 85120	Pinal
3		1455 E. 18th Ave Apache Junction, AZ 85119	Pinal

PROPOSED EFF DATE 12/29/16		PROPOSED EXP DATE 12/29/17		NORMAL ANNIVERSARY RATING DATE		<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING		RETRO PLAN			
PART 1 - WORKERS COMPENSATION (States) AZ		PART 2 - EMPLOYER'S LIABILITY		PART 3 - OTHER STATES INS		DEDUCTIBLES (N / A in WI)		AMOUNT / % (N / A in WI)		OTHER COVERAGES	
		\$ 1,000,000 EACH ACCIDENT				<input type="checkbox"/> MEDICAL				<input type="checkbox"/> U.S.L. & H. VOLUNTARY COMP	
		\$ 1,000,000 DISEASE-POLICY LIMIT				<input type="checkbox"/> INDEMNITY				<input type="checkbox"/> FOREIGN COV	
		\$ 1,000,000 DISEASE-EACH EMPLOYEE								<input type="checkbox"/> MANAGED CARE OPTION	
DIVIDEND PLAN/SAFETY GROUP				ADDITIONAL COMPANY INFORMATION							
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)											

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$ 0.00	TOTAL MINIMUM PREMIUM ALL STATES \$ 0.00	TOTAL DEPOSIT PREMIUM ALL STATES \$

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	Mike Farber	480-982-4440	480-215-9225	mike.farber@sfmt.az.gov
ACCTG RECORD				
CLAIMS INFO				

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL

STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: AZ

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES		SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
				FULL TIME	PART TIME					
1	7710		Firefighters & Drive					4,237,856		
2	8868		College: Professiona					363,121		
3	8810		Clerical Office Empl					1,594,057		
4	9410		Municipal, Township,					1,977,314		
5	8380		Auto Service or Repa					132,938		
7	8411		voluntary personnel					19,200		

PREMIUM

STATE: AZ	FACTOR	FACTORED PREMIUM	FACTOR	FACTORED PREMIUM
TOTAL	N / A	\$		\$
INCREASED LIMITS		\$	SCHEDULE RATING *	\$
DEDUCTIBLE *		\$	CCPAP	\$
		\$	STANDARD PREMIUM	\$
EXPERIENCE OR MERIT MODIFICATION		\$	PREMIUM DISCOUNT	\$
		\$	EXPENSE CONSTANT	N / A
ASSIGNED RISK SURCHARGE *		\$	TAXES / ASSESSMENTS *	N / A
ARAP *		\$		\$
TOTAL ESTIMATED ANNUAL PREMIUM		MINIMUM PREMIUM	DEPOSIT PREMIUM	
\$		\$	\$	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION / LOSS HISTORY

AGENCY CUSTOMER ID: **SUPER-1**

CSR: **JW**

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						<input checked="" type="checkbox"/>	LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
2015	CO: COPPERPOINT	210,000.00					
	POL #: 1003490						
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Fire District

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

EXPLAIN ALL "YES" RESPONSES	Y/N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	Y
Hazmat Team - First Responder ONLY	
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	Y
Firefighting Operations	
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	Y
Full SOP's as well as safety plans in place	
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	Y
4 Volunteer Support Personnel, sole job function is to answer phones.	
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	Y
Wildland Division responds to fires in CA, WA, MT, ID & NM on 2 week assignments	
15. ARE ATHLETIC TEAMS SPONSORED?	N

EXPLAIN ALL "YES" RESPONSES	Y / N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	Y
Pre-employment physicals	
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	Y
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.
(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA and WV).

Applicable in AL, AR, AZ, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

Applicable in Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

Applicable in Florida and Oklahoma: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

Applicable in Kansas: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Applicable in Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in Utah: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE Wiatt Wong <i>WJ Wong</i>	NATIONAL PRODUCER NUMBER 12/15/16
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Workers' Compensation Quote Proposal

Print Date: 11/08/2016
Quote Number: 4377

Broker/Agency:
JW & Associates Insurance Services Inc
877-275-8347

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

Quote Terms:

Carrier: Benchmark Insurance Company
Coverage Type: Workers' Compensation
Transaction Type: Renewal
Basis: Estimated Payroll (\$8,324,486)
Estimated Premium: \$ 140,062
Coverage Dates: 12/29/2016 - 12/31/2017
Payment Plan: Quarterly Installment

Coverage Information:

Workers' Compensation Coverage: AZ

Employers Liability:

Bodily Injury By Accident	\$1,000,000	Each Accident
Bodily Injury By Disease	\$1,000,000	Policy Limit
Bodily Injury By Disease	\$1,000,000	Each Employee

Required Information to Bind Coverage:

- Signed "Acord 130" Application (must include officer included/excluded information)
- Signed "Request to Bind Coverage" (considered complete with a response in the Policy Preferences Section)
- Copy of Deposit Check payable to Benchmark Insurance Company (If applicable, see deposit invoice for details)

Prior to Binding, Please Confirm the Following:

- Payment Plan per Quote Terms
- Insured's Mailing/Billing Address
- Effective and Expiration Date
- Policy Billing Preference (see Request to Bind Coverage form)

Thank you for the opportunity to provide you this quote. This quote is based on the rating and underwriting information provided to date and can be subject to additional underwriting, pricing or rating considerations. Please note that premium, fees and class code eligibility are subject to change based on a complete underwriting process. NCCI may inform us of updated or corrected Experience Rating information causing a change to this client's pricing. If coverage is bound, the policy will be subject to audit. This quote may also be subject to a Safety Services survey and compliance with its recommendations. You have no binding authority for this rate indication. All bind requests must be submitted to Benchmark Insurance Company.

Quote is only valid through the effective date noted above.

Superstition Fire & Medical
12/29/2016-12/31/2017
Carrier: Benchmark Insurance Company

Premium Summary

State	Premium
AZ	\$140,062
Total Estimated Annual Premium	\$140,062

Superstition Fire & Medical
12/29/2016-12/31/2017

Carrier: Benchmark Insurance Company

State	Code	Loc.	Description	Payroll	Base Rate	Premium	Net Rate
AZ	7710	1	Firefighters	\$4,237,856	5.71	\$241,982	2.60
AZ	8380	1	Automobile Service Or Repair Center & Drivers	\$132,938	2.98	\$3,962	1.36
AZ	8411	1	Voluntary Personnel	\$19,200	2.14	\$411	0.97
AZ	8810	1	Clerical Office Employees Noc	\$1,594,057	0.23	\$3,666	0.10
AZ	8868	1	College: Professional Employees & Clerical	\$363,121	0.48	\$1,743	0.22
AZ	9410	1	Municipal, Township, County Or State Employee Noc	\$1,977,314	2.64	\$52,201	1.20

Total Payroll

\$8,324,486

Total Manual Premium:

\$303,965

Policy Limits

1.011

3,344

Experience Modification

0.690

(95,266)

Schedule Modification

0.750

(53,011)

Alcohol and Drug Free Workplace

0.950

(7,952)

Total Modified Premium

159,032

Premium Discount

0.915

(12,842)

Expense Constant

160.000

160

Terrorism

0.010

832

Catastrophe

0.010

832

AZ Premium:

\$140,062

Superstition Fire & Medical
12/29/2016-12/31/2017
Carrier: Benchmark Insurance Company

Policy Minimum Premium: \$750

Deposit Requirement (see Deposit Invoice)

Deposit: \$ 43,294

Proposed Billing Schedule:

Description	Amount	Due Date
Deposit Requirement	\$43,294	12/29/2016
Installment Bill	\$32,256	04/15/2017
Installment Bill	\$32,256	07/15/2017
Installment Bill	\$32,256	10/15/2017

Installment Fees:

- A \$10 installment fee will be applied to all payments made after initial deposit. This fee can be waived if an ACH authorization form is submitted at binding.

Waiver Charges:

- Requests for Waivers of Subrogation will be referred to Underwriting.
- All waivers are processed by endorsement. All waivers are subject to review and charges could be revised at final audit.

Notes:

General Conditions:

- Please note that acceptance of coverage is demonstrated through deposit payment. If the deposit is not received within 10 days of the due date, it will be assumed coverage was not chosen and the policy can be canceled flat.
- This is a proposal for insurance not an insurance policy.
- All coverages are subject to the conditions, terms and exclusions of the policy.
- Blanket waivers of subrogation may only be included with the policy when required by written contract.
- This quote and its pricing could differ slightly from the actual issued policy due to rounding.
- No backdating of coverage is allowed. If the Request to Bind Coverage is not received on or before the effective date as noted, this quote will be considered expired.
- All owners/officers information contained on the Acord 130 application will be considered factual. It will be the Broker's and/or Insured's responsibility should an error or omission be found at final audit.

Print Date 11/08/2016
Quote Number 4377

Broker/Agency:
JW & Associates Insurance Services Inc
877-275-8347

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

Quote Terms

Carrier Benchmark Insurance Company
Coverage Type Workers' Compensation
Transaction Type Renewal
Basis Estimated Payroll (\$8,324,486)
Estimated Premium \$ 140,062
Coverage Dates 12/29/2016 - 12/31/2017
Payment Plan Quarterly Installment

REQUEST TO BIND COVERAGE

If the terms of this quote are acceptable, to bind coverage the broker/agent and insured must complete the following

Broker/Agent Initials: _____

Requested Effective Date: _____
(to be completed by the insured electing workers' comp coverage)

Applicant's Company Name: _____

Primary Contact (First & Last Name): _____

Primary Contact Email: _____

Applicant's Signature: _____

Applicant's Initials _____

(I hereby consent to allow my policy to be electronically transmitted - email/website portal - and I understand that I can request a hard copy at any time)
Each policyholder will be able to access all the tools and information available on the Online Service Center. This is a free online service that can be accessed through www.bicwd.chsitech.com.

Please return with the signed Acord 130, copy of deposit check (if applicable) to submissions@benchmarkinsco.com

DEPOSIT INVOICE

Invoice #: BID1612102958

Invoice Date: 11/08/2016

DUE: 12/29/2016

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

Quote Terms

Carrier Benchmark Insurance Company
Coverage Type Workers' Compensation
Transaction Type Renewal
Coverage Dates 12/29/2016 - 12/31/2017
Payment Plan Quarterly Installment

Please make all payments payable to:
Benchmark Insurance Company
100 Lake Street West
Wayzata, MN 55391

Description	
Policy Deposit	41,470.00
Policy Expenses & Fees:	1,824.00
TOTAL DUE TO BIND COVERAGE:	43,294.00

Please Note: The Total Due to Bind Coverage is the amount payable at this time.

Acceptance of coverage is demonstrated through deposit payment. If the deposit is not received within 10 days of the due date, it will be assumed coverage was not chosen and the policy will be canceled flat.

Broker/Agency:

JW & Associates Insurance Services Inc.
877-275-8347

Appendix G

g) Gold Canyon Arts Festival Staffing Agreement

Submitted By:

Fire Chief Paul Bourgeois
Division Chief Rick Ochs

Background / Discussion:

Carole Lindemann, Coordinator for the Gold Canyon Arts Festival has requested an agreement with the district to provide medical standby personnel for their January 28, 2017 event. This agreement includes SFMD will provide personnel, one EMT basic provider and one Paramedic advanced provider as requested and will be reimbursed at an average overtime rate for the personnel. The contract has been approved by Donna Aversa.

Financial Impact/Budget Line Item:

TBD

Staff Recommendation:

Approval of the Gold Canyon Arts Festival Staffing Agreement

Enclosure(s):

Gold Canyon Arts Festival Staffing Agreement



[Go to Appendix H](#)

[Go to Agenda](#)



Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov



December 1, 2016

Carole Lindemann – Festival Coordinator
Gold Canyon Arts Council
(480) 474-8201
Carbill5@mchsi.com

Re: **2017 Gold Canyon Arts Festival; Medical Staffing Agreement**

Ms. Lindemann,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Gold Canyon Arts Festival on January 28, 2017. This is a joint agreement between the Gold Canyon Arts Council and the Superstition Fire & Medical District, and is only valid for the scheduled event of January 28, 2017. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services as required by the Pinal County Special Event Permit. As a component of this agreement, and at your request, a letter can be provided to Pinal County Development Services with regards to the established 911 system response capabilities and available resources.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified EMT, basic level provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 28, 2017 from the hours of 8:30am until 4:30pm (8 hours total).
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov

Gold Canyon Arts Council Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 28, 2017 from the hours of 8:30am until 4:30pm (8 hours total) per Schedule 'A' (attached).
2. Provide a secure and centralized location for the staging of an Adaptive Response Emergency Vehicle. This location shall have direct access in and out of the festival grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.
3. Signage to identify the medical aid services location.
4. Provide radio equipment to allow for an emergency communications link from the medical aid station to event security and event coordinators throughout the duration of the event.
5. Clear and protected access at all times for additional emergency vehicle traffic into the event.
6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Gold Canyon Arts Council, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

Superstition Fire and Medical District

Gold Canyon Arts Festival

Agent: _____

Agent: _____

Printed: _____

Printed: _____

Co-Agent: _____

Co-Agent: _____

Printed: _____

Printed: _____

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov

SCHEDULE 'A'

Cost based two personnel for a total of 8 hours each (8:30 am through 4:30 pm) [.5 hours for pre and post event for set-up and take-down]

<u>Personnel costs:</u>	<u>Cost for 8 hours</u>
1 Certified Paramedic/Firefighter @ \$68.99, per hour	\$ 551.92
1 Certified EMT/Firefighter @ \$59.72, per hour	<u>\$ 477.76</u>
	Total Cost <i>for 8 hours</i> \$1029.68

*These costs represent actual hourly overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.

Appendix H

h) Heritage Days Apacheland Reunion Staffing Agreement

Submitted By:

Fire Chief Paul Bourgeois
Division Chief Rick Ochs

Background / Discussion:

This staffing agreement us to provide EMS Standby for Heritage Days / Apacheland Reunion as requested by the Superstition Mountain Museum. The staffing agreement is valid for two days, January 14th and 15th of 2017. Costs are based on average overtime rates for one EMT provider and one Paramedic provider during the requested standby hours. The agreement has been approved by Donna Aversa.

Financial Impact/Budget Line Item:

See agreement

Staff Recommendation:

Approval of the Heritage Days Staffing Agreement

Enclosure(s):

Heritage Days Staffing Agreement & Invoice



[Go to Appendix I](#)

[Go to Agenda](#)



Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov



December 8, 2016

Jeff Danford – Event Coordinator
Superstition Mountain Museum
4087 N. Apache Trail, Apache Junction, AZ 85119
(480) 983-4888 x105
Coordinator@superstitionmountainmuseum

Re: **2017 Heritage Days / Apacheland Reunion**

Mr. Danford,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Heritage Days / Apacheland Reunion on January 14th and 15th, 2017. This is a joint agreement between Superstition Mountain Museum and the Superstition Fire & Medical District, and is only valid for the scheduled event days of January 14th and 15th, 2017. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services, as required by the Pinal County Special Event Permit. As a component of this agreement, and at your request, a letter can be provided to Pinal County Development Services with regards to the established 911 system response capabilities and available resources.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified EMT, basic level provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 14 and Sunday, January 15, 2017 from the hours of 9:00 am until 4:00 pm each day (8 hours total per day).
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov

Superstition Mountain Museum Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 14 and Sunday, January 15, 2017 from the hours of 9:00 am until 4:00 pm each day (9 hours per day or 18 total hours) per Schedule 'A' (attached).
2. Provide a secure and centralized location for the staging of an Adaptive Response Emergency Vehicle. This location shall have direct access in and out of the event grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.
3. Signage to identify the medical aid services location.
4. Provide radio equipment to allow for an emergency communications link from the medical aid station to event security and event coordinators throughout the duration of the event.
5. Clear and protected access at all times for additional emergency vehicle traffic into the event.
6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Superstition Mountain Museum, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

Superstition Fire and Medical District

Superstition Mountain Museum

Agent: _____

Agent: _____

Printed: _____

Printed: _____

Co-Agent: _____

Co-Agent: _____

Printed: _____

Printed: _____

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov

SCHEDULE 'A'

Cost of two personnel for 8 hours (8:30 am through 4:30 pm), each day of the event services [.5 hours for transportation, set-up and take-down]

Personnel costs:

1	Certified Paramedic Provider @ \$68.99, per hour	<i>Cost for 8 hours</i>	\$ 551.92
1	Certified EMT Provider @ \$59.72, per hour	<i>Cost for 8 hours</i>	<u>\$ 477.76</u>
		Cost per day	<u>\$1029.68</u>
		Total Cost <i>for 16 hours</i>	\$2059.36

*These costs represent actual hourly overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.



**Superstition Fire & Medical
District**

565 N Idaho Road
Apache Junction, AZ 85119-4019



INVOICE

SOLD TO

Jeff Danford
Superstition Mt. Museum
4087 N. Apache Trl.
Apache Junction, AZ 85119

INVOICE NUMBER: 003868

INVOICE DATE: 12/8/2016

PAGE: 1

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS		
ONETIMECUST		NET DUE UPON RECEIPT		
SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE	
			12/8/2016	
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
NIL	Superstition Mt. Museum -EMT Jan 14&15, 2016	2.0000	\$477.76	\$955.52
NIL	Superstition Mt. Museum -Medic	2.0000	\$551.92	\$1,103.84
			Subtotal:	\$2,059.36
			Freight:	\$0.00
			Tax:	\$0.00
			Balance:	\$2,059.36

Appendix I

i) Renaissance Limited Contract

Submitted By:

Fire Chief Paul Bourgeois
Division Chief Rick Ochs

Background / Discussion:

This is a two (2) year contract with Renaissance Limited that will begin on January 1, 2017 and continue through December 31, 2018. The contract provides for year-around fire suppression services as well as emergency medical services (EMS) on all scheduled festival days. Fire suppression services are billable, based upon established rates for each crew and apparatus utilized. EMS services during scheduled festival dates are based upon average overtime cost of personnel plus a fee for use of equipment and disposable supplies.

Financial Impact/Budget Line Item:

\$25,330.82 each year for EMS Services
TBD Fire Suppression Services

Staff Recommendation:

Approval of the Renaissance Contract

Enclosure(s):

Renaissance Contract



Go to Appendix J

Go to Agenda



Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.afjire.org



CONTRACT FOR FIRE AND MEDICAL SERVICES

THIS AGREEMENT ("Agreement") is entered and made effective as of the 1st day of January, 2017, by and between the **SUPERSTITION FIRE & MEDICAL DISTRICT** ("FIRE DISTRICT"), a political subdivision of the State of Arizona, and **ARIZONA RENAISSANCE LIMITED PARTNERS**, hereinafter "**RENAISSANCE LIMITED.**"

RECITALS

1. The **FIRE DISTRICT** is a political subdivision of the State of Arizona, charged with the responsibility of providing fire protection and emergency medical services within its boundaries; and,
2. The **FIRE DISTRICT** possesses fire fighting and emergency medical equipment and has trained personnel to provide firefighting and emergency medical services; and,
3. The **FIRE DISTRICT** provides both Basic Life Support and Advanced Life Support, emergency medical services (E.M.S.); and,
4. **RENAISSANCE LIMITED** owns certain property located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 (the "RENAISSANCE PROPERTY"), which is located outside the jurisdictional boundaries of the **FIRE DISTRICT** where **RENAISSANCE LIMITED** operates a RENAISSANCE FESTIVAL on certain dates annually each February and March; and
5. **RENAISSANCE LIMITED** is not located within the jurisdictional boundaries of any city, town or fire district, and has no fire protection or emergency medical services at this time; and,
6. **RENAISSANCE LIMITED** is familiar with the fire suppression and EMS services provided by the **FIRE DISTRICT** and has contracted with the **FIRE DISTRICT** for EMS services for the duration of the RENAISSANCE FESTIVAL over the course of several years; and,
7. **RENAISSANCE LIMITED** desires a contract with the **FIRE DISTRICT** for:
 - A. RENAISSANCE FESTIVAL SERVICES: Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2017 and 2018. Dates and times for year 2017 are identified in **section I. 2. A through D**. Dates and times for year 2018 are yet to be determined but must equate to the same total number of days and hours of operation as the year 2017 to avoid additional charges.
 - B. YEAR-ROUND FIRE SUPPRESSION SERVICES: Fire Suppression services at the RENAISSANCE PROPERTY for the period of January 1, 2017 through December 31, 2018. Services under this subparagraph B are separate from the services described in subparagraph A above.

8. The **FIRE DISTRICT** desires to contract with **RENAISSANCE LIMITED** to provide Fire Suppression and Emergency Medical services upon the terms and conditions as set forth in the Agreement.
9. **RENAISSANCE LIMITED** and the **FIRE DISTRICT** each acknowledge that this contract excludes ambulance transport services.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set forth below, agree as follows, including incorporation of the Recitals into the terms and conditions of this Agreement.

I. EMERGENCY MEDICAL SERVICES during RENAISSANCE FESTIVAL

1. The **FIRE DISTRICT** will provide on site emergency medical services to the property of **RENAISSANCE LIMITED**, located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118.
2. For the purposes of this contract **On Site** emergency medical services is defined as follows:
 - A. One state certified emergency paramedic on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) each contract day, February 11, 12, 18, 19, 20, 25 and 26, March 4, 5, 11, 12, 18, 19, 25 and 26, April 1 and 2 excepting "School Days" February 28 and March 2, 2017 (See: I. 2. C).
 - B. One state certified emergency medical technician on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) hours each contract day, February 11, 12, 18, 19, 20, 25 and 26, March 4, 5, 11, 12, 18, 19, 25 and 26, April 1 and 2 excepting "School Days" February 28 and March 2, 2017. (See: I. 2. D).
 - C. One state certified emergency paramedic on site from 08:30 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days" February 28 and March 2, 2017.
 - D. One state certified emergency medical technician on site from 0830 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days" February 28 and March 2, 2017.
 - E. All emergency medical equipment required by the State of Arizona in order to allow personnel to function as Advanced Life Support providers.
 - F. Radio communications, equipment consisting of two VHF hand held portable radios capable of transmitting and receiving on designated **FIRE DISTRICT** frequencies.
 - G. One motorized cart type vehicle capable of transporting personnel, equipment and a patient throughout **RENAISSANCE LIMITED** properties.
 - H. Certificates of Insurance for Professional Health Care, Good Samaritan Liability coverage and statutory Worker's Compensation for the State of Arizona.
 - I. Copies of Daily Report Log for all activity conducted by **FIRE DISTRICT** personnel while on site. The Daily Report Log contains the Date, general Complaint and Aid rendered to each person treated.
 - J. On site supervision and management of emergency medical service personnel as the **FIRE DISTRICT** deems required fulfilling its contractual obligations.
 - K. When **FIRE DISTRICT** employees are directed to remain on site beyond the contractual hours, an hourly rate of \$128.71 will be paid to the **FIRE DISTRICT**, and will be billed in fifteen minute increments.
 - L. High Volume Demands: High Volume Demands are defined as; Two (2) or more patients simultaneously requiring advanced life support care. When a High Volume of Incidents strain the Paramedic providers ability to provide adequate care for all patients in his/her charge the **FIRE DISTRICT** may request the response of a *Fire and Medical* crew for support.

The **Fire and Medical** crew (*One of the Fire District's On-Duty crew's with additional paramedic providers*) will assist with patient care until such time that "High Volume Demands" have been transported to a hospital or have refused further treatments. When a Fire and Medical crew is utilized a rate of \$258.09 per hour will be paid to the **FIRE DISTRICT**. This cost includes the crew and the apparatus, and will be billed in 15 minute increments.

II. **ON SITE FACILITIES**

1. **RENAISSANCE LIMITED** agrees to provide facility and amenities on site for use by the **FIRE DISTRICT** personnel during the term of this contract.
2. For the purposes of this contract on site facilities and amenities are defined as follows:
 - A. Structure of sufficient size to house personnel and equipment, and provide treatment area for a minimum of two patients.
 - B. Structure to be equipped with electrical power source to supply communications equipment, medical equipment, and charging equipment for the transport vehicle.
 - C. Radio communications equipment consisting of two (2) VHF hand held portable radios capable of transmitting and receiving on **RENAISSANCE LIMITED** designated frequencies.
 - D. Cubed or crushed Ice to be utilized for "Ice Packs" as necessary
 - E. Hand washing station equipped with water and hand soap/sanitizer located within twenty five (25) feet of the medical facility structure.

III. **YEAR-ROUND FIRE SUPPRESSION**

1. For the duration of this Agreement at all times including the scheduled **RENAISSANCE FESTIVAL** days, the **FIRE DISTRICT** will provide Fire Suppression Services at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 when summoned for fire or other hazardous incidents.

IV. **PAYMENT - EMS**

RENAISSANCE LIMITED agrees to pay the **FIRE DISTRICT** for Emergency Medical Services during the Renaissance Festival as follows:

- A) **RENAISSANCE LIMITED** agrees to pay: Twenty Six Thousand, Four Hundred and Five Dollars, and Forty Cents (\$25,330.82) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2017. Payments will be provided in three (3) installments of \$8,443.61 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2017.
- B) **RENAISSANCE LIMITED** agrees to pay: Twenty Six Thousand, Four Hundred and Five Dollars, and Forty Cents (\$25,330.82) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2018. Payments will be provided in three (3) installments of \$8,443.61 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2018.
- C) Any additional charges, as per **section I. 2. K. and I. 2. L.** will be billed to **RENAISSANCE LIMITED** within sixty days of the occurrence and are due and payable within 30 days of receipt at the **FIRE DISTRICT** offices.

V. **PAYMENT YEAR-AROUND FIRE SUPPRESSION SERVICES**

RENAISSANCE LIMITED agrees to pay the **FIRE DISTRICT** for Year-Around Fire Suppression Services as follows:

D) Fire Suppression Services for **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 for the period of January 1, 2017 through December 31, 2018. **Excluded is Medical Services provided on site at the Renaissance Festival for the dates and times identified in section I. 2. A through D** for year 2017 and 2018. **RENAISSANCE LIMITED** agrees to pay: A Crew Rate of One Hundred and Eighty Nine Dollars (\$189.00) per crew, per hour (billed in fifteen minute increments) for incidents on Renaissance Property when the **FIRE DISTRICT** is summoned. An additional Apparatus Rate will be billed per hour (billed in fifteen minute increments) for the apparatus assigned to each crew. The billable Apparatus Rate is based on apparatus type as per **Schedule A** below.

Schedule A: Apparatus Rate by type

- Fire Engine: \$139.00 per hour
- Ladder Truck: \$159.00 per hour
- Water Tender: \$125.00 per hour
- Brush Truck: \$ 85.00 per hour
- Command Vehicle: \$ 65.00 per hour
- Utility Truck: \$ 85.00 per hour
- Rehab Truck: \$ 75.00 per hour

E) Potential of additional Charges: The **FIRE DISTRICT** participates in a Valley Wide Automatic Aid System with multiple municipalities; therefore, additional charges by Automatic Aid partners may apply at rates different than the **FIRE DISTRICT** said rates based on personnel, time and material.

VI. **CODE ENFORCEMENT**

The **FIRE DISTRICT** recognizes that the Pinal County Department of Building Safety and the Pinal County Building Official (“Pinal County”) has ultimate authority for the inspection of all **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona 85118. Additionally, Pinal County is also responsible for the enforcement of all applicable Fire and Life Safety Codes as adopted by Pinal County and the State of Arizona. The **FIRE DISTRICT** is not responsible for any inspection or code enforcement activities related to **RENAISSANCE LIMITED**.

VII. **INDEMNIFICATION**

Each party hereby agrees to indemnify and hold harmless the other from and against any and all liability, loss, cost, damage, or expense; including without limitation, court costs and reasonable attorney's fees, imposed upon the other party by any person or entity whomsoever, caused in whole or in part by any act or omission of the parties or any of their employees, contractors, servants, agents, or invitees in connection with the aforesaid E.M.S. Services or the activities of the parties in connection therewith.

VIII. **CANCELLATION**

This contract may be terminated by either party by giving thirty (30) days written notification to the other party of the intent to cancel the Contract.

IX. **NOTICES**

❖ Notices to the **FIRE DISTRICT** will be delivered to:

SUPERSTITION FIRE & MEDICAL DISTRICT

Attn: Fire Chief
565 North Idaho Road
Apache Junction, Arizona 85119

❖ Notices to **RENAISSANCE LIMITED** will be delivered to:

RENAISSANCE LIMITED

Attn: Jeff Siegel
12601 E. Highway 60
Gold Canyon, Arizona 85118

❖ Notices to **RENAISSANCE LIMITED** will be delivered to:

RENAISSANCE LIMITED

12601 E. Highway 60
Gold Canyon, Arizona 85118

X. **INTEGRATION**

THIS INSTRUMENT contains the entire agreement between the parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

XI. **CHOICE OF LAW**

THE PARTIES HEREBY AGREE that the laws of the state of Arizona shall be applied to any provisions under this Contract and venue will be in Pinal County.

XII. **INSPECTION**

RENAISSANCE LIMITED will provide the **FIRE DISTRICT** with reasonable access to the premises for inspection or drills.

XIII. **EMERGENCIES**

RENAISSANCE LIMITED authorizes the **FIRE DISTRICT** to take all measures it deems necessary to treat any medical emergency to which the **FIRE DISTRICT** may respond, and agrees to comply with the **FIRE DISTRICT'S** directions during any such emergency.

XIV. **EFFECTIVE DATE**

THIS CONTRACT shall be effective from January 1, 2017, to December 31, 2018.

XV. **INDEPENDENT CONTRACTOR**

RENAISSANCE LIMITED acknowledges: that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it as well as any persons or agents as it may employ are not employees of the **FIRE DISTRICT**; and that neither this agreement, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

XIV. **LIMITATION OF BENEFICIARIES.** This Agreement shall not operate to make any person or entity not a party hereto a beneficiary hereof.

XVI. **INSURANCE.** **RENAISSANCE LIMITED** shall provide and maintain and/or cause its subcontractors to provide and maintain reasonable and appropriate insurance. In no event shall

the total coverage provided by **RENAISSANCE LIMITED** be less than the minimum insurance coverage specified in, and in accord with, the following:

1. Comprehensive general liability insurance written on an occurrence basis with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence.
2. Automobile liability insurance written on an occurrence basis with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to vehicles (whether owned, hired or non-owned) assigned to or utilized hereunder.
3. Professional errors and omissions liability insurance is not required
4. Worker's compensation coverage, in at least the minimum statutory amounts.
5. Prior to **FIRE DISTRICT** commencing any act in performance of this agreement, **RENAISSANCE LIMITED** shall furnish, to the **FIRE DISTRICT**, certificates of insurance evidencing the foregoing coverage.

XVII. TERMINATION OF AGREEMENT

1. This agreement is subject to cancellation of conflict of interest without penalty or further obligation as provided by A.R.S. §38-511;
2. This agreement may be terminated by the **FIRE DISTRICT** for cause. In the event of such termination, the **FIRE DISTRICT** will provide five (5) days' advance written notice to **RENAISSANCE LIMITED**; such notice shall be effective upon mailing; such termination shall be effective at 5:00 p.m. upon the fifth day following mailing; "cause" shall include, but not be limited to failure of **RENAISSANCE LIMITED** to diligently pursue, and fulfill in a timely and proper manner, **RENAISSANCE LIMITED**'s obligation under this Agreement;
3. In addition, the **FIRE DISTRICT** may immediately, and without notice, terminate this agreement upon the lapse of any insurance coverage required of **RENAISSANCE LIMITED** under this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by affixing their signatures below.

ARIZONA RENAISSANCE LIMITED PARTNERS, an Arizona Limited Partnership,

SUPERSTITION FIRE & MEDICAL DISTRICT
a political subdivision of the state of Arizona

By: _____

By: _____

Jeff Siegel, General Partner

Chairman of the Fire Board

ATTEST:

Clerk of the Fire Board

Appendix J

j) IGA with the City of Mesa: VHF Fire Ground Radio System

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Mike Farber

Background / Discussion:

This is an updated IGA for the new VHF fire ground radio system to the SFMD sites that will replace the old IGA that is outdated. This IGA is standard for the City of Mesa and other agencies. Once approved by both the SFMD and Mesa City Council we will initiate a Site-Specific Supplemental Agreement that will cover the details of the current request to utilize the space at fire stations 262 and 264.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Approval of the IGA as stated

Enclosure(s):

IGA with the City of Mesa



[Go to Item 5](#)

[Go to Agenda](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF MESA
AND
SUPERSTITION FIRE AND MEDICAL DISTRICT**

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into this _____ day of _____ 2016 by and between the City of Mesa an Arizona municipal corporation, hereinafter referred to as (“MESA”), and Superstition Fire and Medical District, an Arizona special tax district (“SFMD”), together, the “Parties”.

RECITALS

WHEREAS, the purpose of this Agreement is to fulfill the need for the establishment of modern and reliable radio communication systems and related equipment (“Communication Systems”) for MESA and SFMD and to locate the Communication Systems on the real property owned respectively by MESA and SFMD. The use of MESA real property (“Mesa Sites”) for the purpose of providing SFMD with much needed radio coverage and the use of SFMD real property (“SFMD Sites”) (“Mesa Sites”) and (“SFMD Sites”) shall collectively be referred to herein as the (“Site” or “Sites”) for the purpose of providing MESA much needed radio coverage not presently available will enhance the communications systems of the Parties; and

WHEREAS, this Agreement is to include all Sites where space and technical parameters allow non-interfering operation between existing services and any new services proposed by MESA or SFMD; and,

WHEREAS, MESA and SFMD shall enter into site-specific supplemental agreements (“SSSA” or “SSSAs”) for the installation and maintenance of Communication Systems on the Sites. The SSSAs will be reviewed annually and updated when needed by the MESA Communications Administrator and SFMD’s Wireless Systems Manager. The SSSAs and any amendments thereto are hereby incorporated into and made a part of this Agreement; and

WHEREAS, all radio communications system components shall be provided by the benefiting agency unless outlined in Site-Specific Supplemental Agreements („SSSA”); and

WHEREAS, any site improvements necessary to accommodate the required radio communications systems as outlined in this Agreement and its supplements shall be made and costs borne by the benefiting agency; and

WHEREAS, the cost of permitting, engineering and maintenance of the required radio communications systems as outlined in this Agreement and its supplements shall be borne by the benefiting agency; and

WHEREAS, WHEREAS, MESA and SFMD have the power to execute intergovernmental agreements pursuant to A.R.S. §§ 11-951, 11-952, and 15-342; and

WHEREAS, MESA has the power to enter into intergovernmental agreements pursuant to Section 103 of the Mesa City Charter; and

WHEREAS, SFMD has the power to enter into intergovernmental agreements pursuant to A.R.S. § 48-805(b)(7); and

WHEREAS, MESA and SFMD desire to enter into an intergovernmental agreement for the sharing of Communication Systems.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Recitals. The Recitals, by this reference, shall be incorporated herein and are made a part of this Agreement.
2. Co-Location. For the purpose of providing needed radio services, SFMD has need of Communications Systems located on MESA Sites and MESA has need of Communications Systems located on SFMD Sites. The Parties hereby agree to make the Sites available for the co-location of the radio communications equipment of the other, to the fullest extent that this is technically and legally feasible, pursuant to the terms of this Agreement.
3. This Agreement shall become effective as of the date it is approved by the City Council of the City of Mesa and shall remain in full force and effect for a term of one (1) year and is automatically renewed for nine (9) additional one (1) year periods unless canceled by either Party upon written notice at least six (6) months prior to the expiration of this Agreement.
4. Benefiting Agency. For each Site used by the other benefiting agency, that "benefiting" agency ("Benefiting Agency") agrees to:
 - a) Use the Site solely for the public safety and welfare. This IGA does not expressly or impliedly authorize the Benefiting Agency to install additional Communication Systems on the Sites outside of any replacement/upgrade components to Communication Systems already in place on a Site pursuant to an SSSA or any amendment thereto. Should additional Communication Systems need to be added to any Site, the Parties shall enter into an SSSA or amend the SSSA that pertains to the particular Site. The use of the Sites pursuant to the terms of this IGA or any SSSA shall be solely for Communication Systems for the public safety and welfare and those uses necessary to operate the Communication Systems. The Benefiting Agency shall not use the Communication Systems or the Sites for any use not authorized herein. This IGA shall be considered automatically revoked without further action by the Host Agency, as hereafter defined, if the unauthorized use is not corrected within thirty (30) days after written notice is received by the Benefiting Agency.
 - b) Contact the appropriate hosting agency department to coordinate installation or removal of equipment. Installation and Construction of Communication Systems on the Sites is contingent upon the Benefiting Agency obtaining all legally required permits and approvals from the appropriate jurisdiction. Approval of an SSSA or any amendment to an SSSA shall not be considered the granting of any permit or receipt of any type of approval from the Host Agency or the agency with jurisdiction. Upon completion of any installation or construction on the Sites the Benefiting Agency shall provide a copy of the as-builts to the Host Agency. Construction or installation or Communication Systems shall not cause interference with communication systems or equipment already on the Site and the Parties shall work together to ensure all Communication Systems work without interference.
 - c) Provide maintenance for their Communication Systems using agency personnel, or technical personnel from an outside service provider acceptable to the hosting agency. A Benefiting Agency or Host Agency technician shall be present when work is performed by an outside service provider inside the host's building or on the host's

tower.

- d) Provide current copies of FCC licenses needed to operate radio communications equipment to the host agency.
- e) Be responsible for notifying the hosting agency when entering or leaving the host agency's buildings. See ATTACHMENT 1 for contact phone numbers.
- f) Ensure the security of the Sites and will not allow unauthorized persons to have access thereto. Benefiting agency shall not allow any nonofficial use of the Sites by private or commercial organizations without the prior written consent of the host agency.
- g) Remove all trash and debris on the Sites and dispose of it in an appropriate manner. No equipment or materials shall be stored outside of any enclosure.
- h) Pay or cause to be paid taxes of whatever character which may be levied or charged upon the rights of the Benefiting Agency to use the Site and/or the Communication Systems pursuant to this IGA.
- i) Pay for any and all costs and expenses associated with the planning, construction, installation, operation and maintenance of the Communication Systems. If any improvements currently existing on the Sites need to be removed and or relocated to construct and/or install the Communication System, the removal and relocation of the improvements shall be borne solely by the Benefiting Agency.

5. Host Agency. For each Site used by the Benefiting Agency, the "host" agency ("Host Agency") agrees to provide:

- a) Access to and from the Sites for the construction, installation, operation and maintenance of the Communication Systems.
- b) Engineering services, if requested and available, to install radio communications equipment.
- b) Building and tower space, where available, to install the Benefiting Agency's Communication Systems.
- c) Rigger services, if requested and available, to install and maintain the antennas and antenna feed-lines.
- d) Commercial AC power and standby AC power where available at cost. No markup of utility charges will occur, and the total due will be the net amount per billing period from all sites under this agreement. Other power arrangements may be agreed upon within the Site-Specific Supplemental Agreements.
- e) Contact to any user's associations, and landlords (i.e., BLM, Forest Service, State Land) to obtain any necessary permission for this additional use and submit to the "benefiting" agency for reimbursement any additional costs to these entities caused by the "benefiting" agencies installation of equipment.

6. Payment of Services. Both agencies have technical staff to perform the tasks needed, however, should the Host Agency be asked to perform any tasks, the Benefiting Agency will reimburse the Host agency for all services requested at the current labor rates in effect.

- a) The Benefiting Agency shall pay the Host Agency for the cost of host-employee labor, plus

all related expenses for each class of employee engaged in the necessary services. Authorized overtime shall be reimbursed at one and one-half times the hourly rates of host-employees, plus all related expenses for each class of employee engaged in the necessary services.

- b) The Benefiting Agency shall pay the Host Agency for all parts, materials, equipment or supplies purchased by the Host Agency to provide requested services. This will include actual costs incurred for the purchase of all parts or supplies, plus any shipping or handling expenses charged by the vendor. Neither agency will charge any subsequent mark-up, administrative charges, or handling charges on any parts, materials or supplies purchased to perform the above-stated services.

- 7. Ownership of Communication Systems. It is expressly understood and agreed that the Benefiting Agency retains title to all equipment installed by it and may modify, replace or remove such equipment when necessary. The Parties acknowledge that all Communication Systems of the Benefiting Agency shall be deemed personal property of the Benefiting Agency.
- 8. Compliance with laws. The Parties agree to comply with all federal, state and local statutes, laws, ordinances, rules, regulations and instructions which relate to the construction, reconstruction, management, operation and maintenance of the Communication Systems. The Parties shall further comply with the following in their performance of this Agreement:
 - a) Equal Employment Opportunity. The Parties shall not discriminate against any employee or applicant for employment because of race, age, handicap, disability, color, religion, sex or national origin. The Parties shall comply with Title VI and Title VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990, A.R.S. § 41-1461 et seq., A.R.S. § 41-1492 et seq., 29 USCA § 721 (Section 504), and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities and any changes thereto or to any new laws or requirements implemented during the term of this Agreement.
 - b) Immigration Reform and Control Act of 1986 (IRCA). The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act (IRCA). The Parties agree to comply with the IRCA in performance of this IGA and, upon request, permit inspection of personnel records to verify such compliance.
 - c) Employer Sanctions Law. Both parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge:

That each party and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, Subsection A;

That a breach of a warranty under this Section 6(c) shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the Agreement;

That each party retains the legal right to inspect the papers of the other party or its subcontractor's employee(s) who work under this Agreement to ensure that the party or subcontractor is complying with the warranty provided under Section 4.4.1 above and that each party agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;

9. Entry and Inspection. The Host Agency shall have the right at all times to enter onto and inspect the Sites and the Communication Systems on the Sites. Host Agency will notify Benefiting Agency of any unsatisfactory condition relative to the construction, management, operation and maintenance of the Sites and the Communication Systems on the Sites. Benefiting Agency shall take immediate action to correct such condition(s) at Benefiting Agency's expense.
10. Environmental Compliance. If activities of the Benefiting Agency result in adverse environmental impacts on any Site, the Benefiting Agency will be fully accountable for any resulting Site assessment and cleanup cost required to restore the property. Host Agency will not seek compensation or restitution from Benefiting Agency as a "Potentially Responsible Party" for any release of a contaminant/hazardous substance on the premises prior to the effective date of this IGA.
- a) Subject to the provisions set forth herein, Host Agency agrees the Benefiting Agency may use, generate, store, and properly dispose of any hazardous material at or on the Sites as long as it is solely for the construction and/or installation, operation and maintenance of the Communication Systems.
 - b) Benefiting Agency shall provide to Host Agency, in writing, a complete list identifying all hazardous material or petroleum products and approximate quantities to be brought on site and when such products will be removed.
 - c) Additionally, Benefiting Agency shall prepare and implement any necessary remediation action plan in accordance with all applicable federal, state, and city statutes, laws, ordinances, rules and regulations. Benefiting Agency shall keep Material Safety Data Sheets documents on site for those materials and products.
 - d) Benefiting Agency shall report to Host Agency within twenty-four (24) hours of knowledge of any event or occurrence at the Sites which may or does result in pollution or contamination adversely affecting lands, water or facilities owned or managed by the Host Agency, including the facilities which are subject of this IGA.
 - e) Benefiting Agency shall protect, defend, indemnify and hold harmless Host Agency from and against all liabilities, costs, charges and expenses, including civil or criminal penalties, attorney's fees and court costs arising out of or related to an activity involving or use of a regulated substance under any applicable federal, state, or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any such substance that came to be located on any Site and/or the Communication Systems due to Benefiting Agency's use or occupancy of the Sites pursuant to the terms of this IGA, any SSSA or any amendment(s) to this IGA or any SSSA; or (b) any release, threatened release or escape of any substance in, on, under or from said Site that is caused, in whole or in part, by any conduct, action or negligence of the Benefiting Agency.

For the purposes of this IGA, the term "regulated substances" shall include substances defined as "regulated substances," "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended in 1986 to include Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state, and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances, rules or subdivisions thereof. This environmental indemnity shall survive the expiration or termination of this IGA or any amendment thereto and/or any transfer of all or any portion of the Sites and shall be

governed by the laws of the State of Arizona, if applicable. Benefiting Agency accepts sole responsibility and liability for all wastes produced by its operation, activities and occupation of the premises and shall comply with all applicable laws concerning such wastes, including federal, state, and local regulatory requirements. Any such waste must be disposed of in compliance with the above.

- f) Benefiting Agency agrees it shall be solely responsible for and assumes all responsibility for the actions of Benefiting Agency, its agents, employees and contractors in generating, storing, releasing, placing or allowing to remain on the property any hazardous substances, hazardous wastes, or toxic substances (hereinafter collectively referred to as "Hazardous Substances"), as those terms as defined and regulated under CERCLA, 42 U.S.C. 9601 et seq., RCRA, 42 U.S.C. 6901 et seq., or TSCA, 15 U.S.C. 2601 et seq.. Benefiting Agency further agrees to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. Any such "hazardous substances" must be disposed of pursuant to and in compliance with all required laws and regulations concerning the use and disposal of such substances.
- g) Management and proper disposal of all hazardous material is the responsibility of Benefiting Agency. Benefiting Agency must keep appropriate and required documentation relating to the management and disposal of all hazardous material.
- h) Host Agency agrees to defend, indemnify, and hold harmless Benefiting Agency and its officials, elected, agents and employees against all loss, liability, or expense relating to personal, property, or economic injury arising from the presence of Hazardous Substances located on any Site (other than any such Hazardous Substances generated, stored, released, placed or allowed to remain on the Property by the Benefiting Agency, its officials, elected, agents, employees and contractors in violation of the law).

11. Insurance. The Parties acknowledge and agree they are each self-insured.

- a) If, during the term of this IGA, any property, buildings, fixtures, equipment or improvements under control of the Benefiting Agency shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, the Benefiting Agency shall give immediate notice to Host Agency. Benefiting Agency shall immediately secure the area to prevent injury, vandalism and further damage to person, improvements and contents thereof. Benefiting Agency shall restore the premises at least to the extent permitted by insurance proceeds. However, Benefiting Agency will remain responsible for clean-up and to restore the premises to a condition reasonable under the circumstances and acceptable to Host Agency. If the Communication Systems are capable of restoration within ninety (90) days, this IGA shall continue in full force and effect.
- b) If Benefiting Agency can demonstrate and Host Agency may corroborate, that the Communication Systems are not capable of restoration within ninety (90) days, Benefiting Agency shall have the right to terminate this IGA or install a temporary facility for such length of time as necessary to complete restoration and resume operation.
- c) Benefiting Agency shall, as soon after damage as possible, apply for all required permits of whatever nature to restore damaged improvements, and complete restorations within a date mutually agreeable to the Parties. Should such damage or destruction occur within twelve (12) months of the IGA's normal termination date, the Parties may mutually agree to the extent of the restoration, if any.

12. Default; Remedies.

- a) Mesa Default. Each of the following shall constitute a material breach of this IGA and an event of default by Mesa ("Mesa Event of Default") hereunder: Mesa's failure to observe or perform any of the material covenants, conditions or provisions of this IGA to be observed or performed by Mesa, where such failure shall continue for a period of thirty (30) days after Mesa receives written notice thereof from SFMD, or such additional period of time thereafter as Mesa and SFMD may agree in writing and may be reasonably necessary under the circumstances to cure such default, if Mesa commences to cure such default within said thirty (30) day period and thereafter diligently proceeds to cure such default.
 - b) SFMD Remedies. In the event Mesa fails to perform any of its material obligations under this IGA and is in default pursuant to Section 12(a) of this IGA, SFMD may, at its option, terminate this IGA. Further, upon the occurrence of any Mesa Event of Default and at any time thereafter, SFMD may, but shall not be required to, exercise any remedies now or hereafter available to SFMD at law or in equity.
 - c) SFMD Default. Each of the following shall constitute a material breach of this IGA and an event of default by SFMD ("SFMD Event of Default") hereunder: SFMD's failure to observe or perform any of the material covenants, conditions or provisions of this IGA to be observed or performed by SFMD, where such failure shall continue for a period of thirty (30) days after SFMD receives written notice thereof from Mesa, or such additional period of time thereafter as SFMD and Mesa may agree in writing and may be reasonably necessary under the circumstances to cure such default, if SFMD commences to cure such default within said thirty (30) day period and thereafter diligently proceeds to cure such default.
 - d) Mesa Remedies. In the event SFMD fails to perform any of its material obligations under this IGA and is in default pursuant to Section 12(c) of this IGA, Mesa may, at its option, terminate this IGA. Further, upon the occurrence of any SFMD Event of Default and at any time thereafter, Mesa may, but shall not be required to, exercise any remedies now or hereafter available to Mesa at law or in equity.
13. MESA and SFMD will compute a bill or voucher on a monthly basis for all services referenced in Paragraph Four (4) of this Agreement. The final total will be the net amount due after all site-specific costs are computed and submitted to the agency that has a balance due. The billing will be for a period of service for which it is submitted (e.g., "previous month") and will include a description of the locations where services were performed. All bills or vouchers submitted pursuant to this Agreement shall be dated and reflect the Agreement number. All final bills or vouchers will be submitted to the agency that has a balance due. All records regarding a bill or voucher, including employee time sheets and accounting logs must be retained in compliance with Arizona State Law Records Retention Schedule. That agency with the balance will prepare the necessary forms to forward payment.
14. Notice Addressees. All notices herein required to be given to SFMD in writing and all payments herein required shall be sent to:

SFMD
565 N. Idaho Rd.
Apache Junction, Arizona 85119
ATTN: Communications

MESA
Communications
Administrator City of Mesa

P.O. Box 1466
Mesa, Arizona 85211-1466
ATTN: Communications Department

- a) Notice Requirements. All notices required or permitted by this IGA or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section. The addresses specified in Section 14 shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice.
- b) Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier.
15. Indemnification. To the extent permitted by law, each Party, as indemnitor, agrees to indemnify, defend, and hold harmless the other Party, as indemnitee, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of 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 Party and its officers, officials, agents, employees, or volunteers.
16. Conflicts. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
17. Return of Premises. At the termination or expiration of this IGA, Benefiting Agency shall return the Sites to Host Agency in good condition within sixty (60) days. Benefiting Agency may abandon the improvements made thereon or remove said improvements and restore the Sites to their original condition if so directed by Host Agency.
18. Agreement as License. The Parties intend and mutually agree that this Agreement shall be construed as a mere license by Host Agency to Benefiting Agency to operate within the Sites. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that Benefiting Agency has no interest whatsoever in the Sites.
19. No Assignment. Neither party to this Agreement shall assign any of the rights received pursuant to the terms of this IGA without the prior written consent of the other Party.
20. Time is of the Essence. Time is of the essence of this IGA. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday of the State of Arizona, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or a legal holiday. Unless otherwise specifically indicated to the contrary, the word "days" as used in this IGA shall mean and refer to calendar days and not business days.
21. No Partnership or Joint Venture. Nothing contained in this IGA shall create any partnership, joint venture or other arrangement between SFMD and Mesa. Except and expressly provided herein, no term or provision of this IGA is intended or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
22. Venue; Governing Law. The proper venue for any proceeding at law or in equity or under the provisions for arbitration shall be Maricopa County, Arizona and the SFMD and Mesa hereby waive any right to object to venue. This IGA shall be construed in accordance with and be governed by the laws of the State of Arizona.

23. Entire Agreement. This IGA, together with any exhibits attached hereto and any agreements executed contemporaneously herewith, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions and understandings between SFMD and Mesa, and there are no covenants promises, agreements, conditions or understandings, either oral or written, between SFMD and Mesa other than as set forth herein. This IGA shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this IGA. This IGA cannot be modified or changed except by a written instrument executed by SFMD and Mesa. SFMD and Mesa have reviewed this IGA and have had the opportunity to have it reviewed by legal counsel. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
24. Waiver. Waiver by either Party of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any other term, condition or covenant herein, or of a subsequent breach of any term, covenant or condition herein. Either Party's consent to, or approval of, any subsequent or similar act shall not be deemed to render unnecessary the obtaining of either Party's consent to, or approval of, any subsequent or similar act by the other, to be construed as the basis of an estoppel to enforce the provision or provisions of this IGA requiring such consent.
25. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.
26. Authority to Execute. Any individual executing this IGA on behalf of or as representative for a governmental entity, corporation or other person, firm, partnership or entity represents and warrants that he/she is duly authorized to execute and deliver this IGA on behalf of said governmental entity, corporation, person, firm, partnership or other entity, that all approvals have been obtained and that this IGA is binding on said entity in accordance with its terms.
27. Headings. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.
28. Cooperation. SFMD and Mesa agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by SFMD and/or Mesa pursuant to this IGA.

SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day and year first written above.

SUPERSTITION FIRE & MEDICAL DISTRICT,
A SPECIAL TAXING DISTRICT
Board of Directors

CITY OF MESA,
an Arizona municipal corporation
City Manager

By: _____
_____, Chairman

By: _____
Christopher J. Brady, City Manager

Date: _____

Date: _____

Attest:

Attest:

Clerk of the Board

DeeAnn Mickelsen, City Clerk

Date: _____

Date: _____

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between SFMD and the City of Mesa, pursuant to A.R.S. § 11-952, and declare the Agreement to be in proper form and within the powers and authority granted to the City of Mesa under the laws of the State of Arizona.

Margaret A. Robertson
Assistant City Attorney

Date

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between SFMD and the City of Mesa, pursuant to A.R.S. § 11-952, and declare the Agreement to be in proper form and within the powers and authority granted to SFMD under the laws of the State of Arizona.

By: _____

SFMD Attorney

Date

ATTACHME
NT "1"

MESA contact information:

Telephone Number

MESA Communications Department (7:00A – 3:30P M-F)

(480)644-3166

PD Dispatch Supervisor (7:00A – 3:30P M-F)

(480)644-2293

ITD Help Desk (After work hours)

(480)644-2363

Wireless Communications Administrator (6:00A – 4:30P M-Th)

(480)644-3828

SFMD contact information:

SFMD IT Radio Communications

SFMD Sheriff Office Dispatch

IT/Radio Communications Director
