VERSION 1.0

BOARD OF DIRECTORS MEETING

APRIL 18, 2018

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

JEFF CROSS, BOARD CHAIRMAN

GENE GEHRT, BOARD CLERK

TODD HOUSE, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR

Superstition Fire & Medical District

Board of Directors Meeting Agenda

April 18, 2018

Mission Statement

Preserve Life ~ Protect Property ~ Add Value to *OUR* Community

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Notice is hereby given to the General Public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday, April 18, 2018**. 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.

A. Call to Order
B. Pledge of Allegiance
C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. **Review and approval of the March 2018 financial reports and bank reconciliations. (BOD #2018-04-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-04-02)**

3. **Call to the Public. (BOD #2018-04-N/A)**

   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. **Review, discussion and possible action regarding Chairmanship of the Fire Board under SFMD By-Laws Article III: Officer, Paragraph 7. (BOD #2018-04-03)**

5. **Consideration and possible approval of all consent agenda items listed below (BOD #2018-04-04):**

   A. Board Meeting Minutes from March 21, 2018
   B. Executive Session Meeting Minutes from March 21, 2018
   C. Changing Refuse Collection Company to Right Away Disposal
   D. Physio Control, Inc. Service Agreement

6. **Discussion and possible action regarding AZ Dept. of Forestry & Fire Management Cooperative Fire Rate Agreement. (BOD #2018-04-05)**

7. **Discussion and possible approval of Policy 100.02: Immigration Reform Control Act brought forth for review at the April 18, 2018 Board Meeting for final approval at the May 16, 2018 Board Meeting. (BOD #2018-04-06)**

8. **Discussion and possible approval of Policy 100.03: Loyalty Oath brought for review at the April 18, 2018 Board Meeting for final approval at the May 16, 2018 Board Meeting. (BOD #2018-04-07)**

9. **Discussion and review of the Preliminary Budget, and determine Tax Rate for Fiscal Year 2018 / 2019. (BOD #2018-04-08)**

10. **Discussion and possible approval of Resolution #2018-04-18-02 relating to the adoption of the Amended Fee Schedule. (BOD #2018-04-09)**

11. **Discussion and possible direction regarding the District's GADA Bond application. (BOD #2018-04-10)**

12. **Discussion and possible action re: possible approval of Ratification Resolution #2018-04-18-03 ratifying the approval of Resolution #2018-321 and the hiring of William R. Whittington as legal counsel for the District. (BOD #2018-04-11)**

13. **Possible vote to go into Executive Session. The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters; ARS §38-431.03(A)(3) for legal advice; and ARS §38-431.03(A)(4) to give instructions to legal counsel re: Interim Fire Chief's evaluation; possible appointment of Interim Fire Chief to permanent Fire Chief position; possible form and terms of Fire Chief's contract. (BOD #2018-04-12)**

    Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).

14. **Review, discussion and possible action regarding the Interim Fire Chief's evaluation. (BOD #2018-04-13)**

15. **Discussion and possible action regarding the appointment of a Fire Chief. (BOD #2018-04-14)**

16. **Discussion and possible action on a letter of support as required by FEMA for the SAFER Grant. (BOD #2018-04-15)**

17. Reports. (BOD #2018-04-16)

- **<u>Senior Leadership Team (SLT)</u>:**

  Interim Fire Chief Mike Farber

  Acting Assistant Chief of Emergency Operations Richard Mooney

  Acting Assistant Chief of Planning & Logistics Richard Ochs

  Finance Director Roger Wood

  Acting Administrative Director Anna Butel
- **<u>Labor:</u> Captain John Walka**
- **<u>Pension Board:</u> Board Clerk Gene Gehrt**
- **<u>Board Sanctioned Committees</u>**

18. New Business / Future Agenda Items. (BOD #2018-04-17)

19. Announcements (BOD #2018-04-N/A)

20. Adjourn (BOD #2018-04-18)

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).

Posted on: April 13, 2018
At: 1700 Hours
By: Sherry Mueller

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 24-hours before the board meeting.

Governing Board Meeting – April 18, 2018
Agenda Item: 1
BOD#: 2018-04-01

Agenda Item Title
Review and approval of the March 2018 financial reports and bank reconciliations.

Submitted By
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)

*Monthly Financials provided under separate cover

Recommended Motion
"Motion to approve the March 2018 financial reports and bank reconciliations."

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Superstition Fire & Medical District

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **March 2018:**

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

_____ _____

Jeff Cross, Board Chair Date

Governing Board Meeting – April 18, 2018
Agenda Item: 2
BOD#: 2018-04-02

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

Submitted By
Interim Fire Chief Mike Farber
Acting Assistant Chief Richard Mooney

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.

Award Presentation for Firefighter of Year Ken Simkins

Appreciation of Volunteer Service since 2015 – Jack Hafer Sr.

April Service Anniversaries:

14 Years of Service
Community Risk Reduction Specialist Tina Gerola

1 Years of Service
Paramedic Ryan Tonelli

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Governing Board Meeting – April 18, 2018
Agenda Item: 3
BOD#: 2018-04-N/A

Agenda Item Title
Call to the Public

A.R.S. §38-431.01(H)
A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

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

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

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

Scheduled
None

Governing Board Meeting – April 18, 2018
Agenda Item: 4
BOD#: 2018-04-03

Agenda Item Title
Review, discussion and possible action regarding Chairmanship of the Fire Board under SFMD Board By-Laws Article III: Officer, Paragraph 7.

Submitted By
Board Director Jason Moeller

Background/Discussion
This item was requested to be added to the agenda by Board Director Jason Moeller, with no additional information provided.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
N/A

Recommended Motion
N/A

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SUPERSTITION FIRE & MEDICAL DISTRICT

GOVERNING BOARD BY-LAWS

GOVERNING BOARD MEMBERS

Board Chairman Jeff Cross

Board Clerk Gene Gehrt

Board Director Todd House

Board Director Charlie Fox

Board Director Jason Moeller

Adoption Dates

September 16, 2015

April 17, 2013

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ARTICLE III: OFFICERS

1. Officers: The Board shall be administered by a Chairperson and a Clerk.

2. Qualifications: All officers must be members of the Board.

3. Election: All officers must be nominated by at least one Board member and must be elected by a majority vote of the Board.

4. Term: All officers shall serve for a term of two (2) years. Officers may be reelected at the end of any term. The term of office shall be calculated from the date of the first meeting held in December of each year.

5. The Chairperson: The Chairperson is primarily responsible for ensuring that the business of the public meetings is transacted in a proper order and is reasonably expedited. The Chairperson must ensure that all members observe appropriate procedure and that order and decorum are observed at the meetings.

6. The Clerk: The Clerk is the official custodian of all the records of the District. The Clerk, in the event of the Chairperson's absence or inability to act, shall have all the authority of the Chairperson.

7. Removal of Officers: An officer may be removed for valid and just cause in the following manner: at least two (2) members must propose the removal of any one officer. In order for an officer to be successfully removed from office, at least three (3) members of the Board must vote for such removal.

8. Death or Resignation of Officers: An officer may resign at any time by giving the Board written notice of his or her resignation. Upon the death of an officer, the office shall be deemed to be vacant as of the date of death.

9. Vacancies: In the event that an office of the Board becomes vacant, the Board shall elect a replacement at the next meeting after the occurrence of the vacancy to fill the vacant position or as soon thereafter as practical under the circumstances. The newly elected officer shall then serve until the expiration of the term of the officer whom he or she replaced.

ARTICLE IV: BOARD COMMITTEES

1. Formation: Any member of the Board who is present at a meeting may propose the establishment of a committee. A motion to establish a committee must be approved by a majority vote of the Board. A committee may be appointed for one of the following purposes or any other purpose deemed reasonable by the Board:

   a. To consider and recommend suitable action on a resolution, action or other matter referred to it;

   b. To investigate a certain issue and report facts with its opinions thereon;

   c. To execute an order of the District; or

   d. To represent or act for the District in a certain matter.

Governing Board Meeting – April 18, 2018
Agenda Item: 5
BOD#: 2018-04-04

Agenda Item Title

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

A. Board Meeting Minutes from March 21, 2018 – **Appendix A**

B. Executive Session Meeting Minutes from March 21, 2018 – **Appendix B**

C. Changing Refuse Collection Company to Right Away Disposal – **Appendix C**

D. Physio Control, Inc. Service Agreement - **Appendix D**

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items for April 18, 2018."

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Governing Board Meeting – April 18, 2018
Agenda Item: 6
BOD#: 2018-04-05

Agenda Item Title
Discussion and possible action regarding AZ Dept. of Forestry & Fire Management Cooperative Fire Rate Agreement.

Submitted By
Captain Mark Gomez

Background/Discussion

Financial Impact(s)/Budget Line Item

Enclosure(s)
AZ Dept. of Forestry Fire Rate Agreement

Recommended Motion
"TBD"

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ARIZONA DEPARTMENT OF FORESTY AND FIRE MANAGEMENT

Cooperative Fire Rate Agreement

COOPERATIVE FIRE RATE AGREEMENT NUMBER			IGA REFERENCE AGREEMENT NUMBER
04-0060-18			KR94-1165-LNR
(1) FIRE DEPARTMENT NAME (COOPERATOR)			(6) STATE DISTRICT OFFICE
Superstition Fire/Medical District			Central District Office 3700 E 16th Ave Apache Junction, AZ, 85119 Main Office Number: 480-825-7070 Fax: dcolgan@dffm.az.gov
(2) PHYSICAL ADDRESS		(3) MAILING ADDRESS	
565 N. Idaho Rd.		3700 E. 16th Ave.	
(4) CITY, STATE, ZIP CODE	(4a) DISPATCH NUMBER	(4b) FAX NUMBER	
Apache Junction Az, 85119	480-644-2640	480-982-3268	
(4c) FIRE CHIEF NAME	(4d) EMERGENCY PHONE	(4e) EMAIL ADDRESS	
Mike Farber	480-644-2640	mike.farber@sfmd.az.gov	www.dffm.az.gov aidclogistics@dffm.az.gov
(4f) WILDLAND CONTACT NAME		(4g) CONTACT NUMBER	(7) FEDERAL EMPLOYER ID NUMBER
Mark Gomez		480-229-8947	86-0311208
(5) EFFECTIVE DATES OF AGREEMENT		BEGINNING: April 1, 2018	ENDING: April 1 2020

(8) Equipment work rates listed below are based on all operating supplies being furnished by cooperator (WET).

(9) Resources assigned under this Agreement remain employees or property of the cooperator and are subject to cooperators supervision and control and are covered by Cooperators workman's compensation and insurance.

(10) EQUIPMENT DESCRIPTION						(11)RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
a. Type 3 Engine, 500 gal, 500 gpm, Pierce International, Class A Foam ALS Kit Staffing 4-5	G095EK	2012	Pierce	International (4x4)	BR262	$126.00	HR	
b. Type 6 Engine ,300gals, 150 gpm, Class A foam system (aspirated) ALS Kit Staffing 3-4	G012FP	2009	Ford	F-550 (4x4)	BR261	$85.00	HR	
c. Type 6 Engine, 250gals, 150 gpm, Class A foam system (aspirated) ALS Kit Staffing 3-4	G791EB	2005	Ford	F-350 (4x4)	BR265	$85.00	HR	
d. Type 6 Engine, 250gals, 150 gpm, Class A foam system (aspirated) ALS Kit Staffing 3-4	G792EB	2005	Ford	F-350 (4x4)	BR264	$85.00	HR	
e. Type 1 Tactical Tender, 3000 gal, 1200 gpm, Pierce Tactical Tender Staffing 2 ENGB./FFT1	G221HG	2015	Pierce	TWT	T262	$144.00	HR	
f. Type 2 Support Tender, 2500 gal, 500 gpm, Frieghtliner FL80 Staffing 1-2 CDL	G685BY	2000	Frieghtliner	FL80	T264	$113.00	HR	

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.

Equipment shown are the minimum staffing levels Cooperator will adhere to CFRA Porvisions FM104A (01/18)

(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
(19) STATE AGENCY REPRESENTATIVE SIGNATURE	(20) NAME AND TITLE (PLEASE PRINT)	(21) DATE

FORM FM 104 (REPLACES FIN 100) Rev 3/16

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

ARIZONA DEPARTMENT OF FORESTY AND FIRE MANAGEMENT

CFR Continuation Sheet

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
04-0060-18	KR94-1165-LNR
(1) FIRE DEPARTMENT / AGENCY NAME (COOPERATOR)	(6) STATE DISTRICT OFFICE
Superstition Fire/Medical District	**Central District Office**

(10) EQUIPMENT DESCRIPTION						(11)RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
g. Type 2 Support Tender, 3000 gal, 500 gpm, Pierce Contender, 2006 Staffing 1-2 CDL	G051EK	2006	Pierce	Contender	T261	$113.00	HR	
h. Type 1 Engine, 500 gal, 1500 gpm, CAFS ALS Kit Staffing 4	G260HT	2016	Pierce	Quantum	E263	$160.00	HR	
i. Type 1 Engine, 500 gal, 1500 gpm, American LaFrance, 1999 Staffing 4	G688BY	1999	American LaFrance		E268	$139.00	HR	
j. Type 1 Engine, 2000 gal, 2000 gpm, CAFS Staffing 4	G203DX	2004	Pierce	Quantum	E266	$160.00	HR	
k. Type 1 Engine, 500 gal, 1500 gpm, Pierce 75' Aerial, ALS Kit Staffing 4	G826EB	2008	Pierce	75' Aerial	L264	$139.00	HR	
l. Type 1 Engine, 500 gal, 1500 gpm, CAFS ALS Kit Staffing 4	G962EB	2007	Pierce	Quantum	E265	$160.00	HR	
m. Type 1 Engine, 500 gal, 1500 gpm, Pierce 85' Pierce Platform, CAFS ALS Kit Staffing 4	G107EK	2013	Pierce	85'Platform	L263	$160.00	HR	
n. Type 1 Engine, 500 gal, 1500 gpm, CAFS ALS Kit Staffing 4	G094EK	2012	Pierce	Quantum	E262	$160.00	HR	
o. Type 1 Engine, 500 gal, 1500 GPM, CAFS ALS Kit Staffing 4	G095EB	2012	Pierce	Quantum	E261	$160.00	HR	
p. Command Vehicle, SUV, Ford Expedition, 4x2, 1/2 Ton Staffing 1	G122EK	2014	Ford	Exedition	PV261	$40.00	HR	$0.40

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.

Equipment shown are the minimum staffing levels Cooperator will adhere to CFRA Porvisions FM104A (01/18)

(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
(19) STATE AGENCY REPRESENTATIVE SIGNATURE	**(20) NAME AND TITLE (PLEASE PRINT)**	**(21) DATE**

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ARIZONA DEPARTMENT OF FORESTY AND FIRE MANAGEMENT

CFR Continuation Sheet

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
04-0060-18	KR94-1165-LNR
(1) FIRE DEPARTMENT / AGENCY NAME (COOPERATOR)	(6) STATE DISTRICT OFFICE
Superstition Fire/Medical District	**Central District Office**

(10) EQUIPMENT DESCRIPTION						(11)RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
q. Command Vehicle, Pickup, Ford F-350 Super Cab, 3/4 Ton Staffing 2	G118EK	2014	Ford	350 Super Duty (4x4)	BC261	$65.00	DLY	$0.65
r. Command Vehicle, Pickup, Ford F-150, 4x4, 1/2 Ton Staffing 1	G130EK	2014	Ford	F-150 (4x4)	CAR262	$45.00		$0.45
s. Command Vehicle, Pickup, Ford F-350 Super Cab, 1 Ton Staffing 1-2	G050DB	2002	Ford	350 Super Duty (4x4)	S262	$74.00		$0.74
t. Command Vehicle, Pickup, Ford F-150, 1/2 Ton Staffing 1	G131EK	2014	Ford	F-150 (4x4)	S260	$45.00		$0.45
u. Command Vehicle, Pickup, 1/2 Ton Staffing 1	G582CH	2000	Chevy	P/U (4x4)	S264	$45.00		$0.45
v. Command Vehicle, Pickup, 1 Ton Staffing 1	G181DX	2004	Ford	F-350 (4x4)	S261	$74.00		$0.74
w. Command Vehicle, Pickup, 1 Ton, Staffing 1	G182DX	2004	Ford	F-350 (4x4)	S265	$74.00		$0.74
x. Rehab Bus, Ford E-550, 4x4, 1 Ton Staffing 1	G402DR	2003	Ford	E-550	Rehab	$78.00		$0.78
y. Command Vehicle, Pickup, 1 Ton Staffing 1	G790EB	2005	Ford	F-350 (4x4)	S263	$74.00		$0.74
z. Command Vehicle, SUV, 4x4, 3/4 Ton, Staffing 1	G145EC	2006	Ford	Exedition	C262	$40.00		$0.40

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.

Equipment shown are the minimum staffing levels Cooperator will adhere to CFRA Porvisions FM104A (01/18)

(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
(19) STATE AGENCY REPRESENTATIVE SIGNATURE	**(20) NAME AND TITLE (PLEASE PRINT)**	**(21) DATE**

FORM FM 104 (REPLACES FIN 100) Rev 3/16
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ARIZONA DEPARTMENT OF FORESTY AND FIRE MANAGEMENT

CFR Continuation Sheet

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
04-0060-18	KR94-1165-LNR
(1) FIRE DEPARMENT / AGENCY NAME (COOPERATOR)	**(6) STATE DISTRICT OFFICE**
Superstition Fire/Medical District	**Central District Office**

(10) EQUIPMENT DESCRIPTION						(11)RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
aa. Command Vehicle, Pickup, 1/2 Ton Staffing 1	G237HG	2016	Ford	F-150 (4x4)	CAR261	$45.00		$0.45
bb. Command Vehicle, Pickup, 1/2 Ton, Staffing 1	G236HG	2016	Ford	F-150 (4x4)	BC261	$45.00		$0.45
cc. Command Vehicle, Pickup, Ford F-150, 1/2 Ton Staffing 1	G141HE	2014	Ford	F-150 (4x4)	TRN262	$45.00		$0.45
dd. Command Vehicle, Pickup, Ford F-150, 1/2 Ton Staffing 1	G144HE	2014	Ford	F-150 (4x4)	CAR263	$45.00		$0.45
ee. Pickup 4 X 2 3/4 Ton Shop Truck	G809EB	2008	Ford	F-250 (4x2)	SU269	$57.00		$0.57
ff. Ambulance T1	G048DB	2001	Ford	F-350 (4x2)	M260 (ALS)	$56.00	HR	
gg. Ambulance T1	G048DB	2001	Ford	F-350 (4x2)	M260 (BLS)	$51.00	HR	
hh.								
ii.								
jj.								

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.

Equipment shown are the minimum staffing levels
Cooperator will adhere to CFRA Porvisions FM104A (01/18)

(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
(19) STATE AGENCY REPRESENTATIVE SIGNATURE	**(20) NAME AND TITLE (PLEASE PRINT)**	**(21) DATE**

FORM FM 104 (REPLACES FIN 100) Rev 3/16
DISTRIBUTION ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

NOTE: Ambulances should only be hired if the incident is in such a remote location that local EMS or an area medical helicopter is not available. Ambulances will be under hire for incident use only and will be required to be available during off-shift hours if needed for emergency transport. No additional compensation will be allowed for this availability. 2:1 work/rest guidelines will be maintained.

TYPE	RATE TYPE	MINIMUM PERSONNEL	RATES
Ambulance (ALS)	Unoperated, personnel rates to be included	2 – (1) ALS and (1) BLS	$56.00/Hour
Ambulance (BLS)	Unoperated, personnel rates to be included	(2) BLS	$51.00/Hour
ALS Kit			$215/day
BLS Kit			$150/day
Patient Transport	Mileage Rate $1.25/mile		normal DHS transport rate

For ALS/BLS kits with less than 8 hours in the day, the rate would be reduced to half of the posted daily rate.

Equipment

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. Equipment shall be stored in a manner that makes it easily transportable by helicopter.

Personnel

All personnel must complete the annual Fire Line Safety Refresher.

Medical Transport: When the ambulance is mobilized to transport a patient the hourly rate is dropped to $0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident however the mileage rate would be $1.25/mile. Medical transport shall be documented on the shift ticket. A copy of the transport paperwork showing the incident name and E# of the resource shall be turned in with the shift ticket to Finance (if available) or the District Office for documentation purposes. If no patient care or transport occurs, the ambulance will be paid the hourly rate for the time worked.

Ambulances are to be contracted wet (fuel provided by the resource).

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

AZ Dept. of Forestry and Fire
RESOURCE RATE FORM

1. ORDERING OFFICE

ARIZONA INTERAGENCY DISPATCH CENTER
2901 West Pinnacle Peak Rd.
Phoenix, Arizona 85027

PH. 800-309-7081
PH. 623-582-0911
Fax. 623-445-0288

2. BILLING OFFICE

Arizona Department of Forestry and Fire Management
1110 W. Washington Ave. Suite 100
Phoenix, Arizona 85007

PH. 602-771-1400
FAX 602-771-1421

3. DISTRICT OFFICES

NORTHERN DISTRICT AZ-A1S
NORTHEAST DISTRICT AZ-A2S
SOUTHEAST DISTRICT AZ-A3S
CENTRAL DISTRICT AZ-A4S
NORTHWEST DISTRICT AZ-A5S

4. Agreements

UNITED STATE DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ARIZONA STATE AGN AAA090001
NPS, INTERMOUNTAIN REGION F1274090001
BIA, WESTERN AND NAVAJO REGIONS
AGN00090002 NAVAJO. AGH00090004, WESTERN
F&W SERVICES, SOUTHWEST REGION 20181-9-J809

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE, SOUTHWEST REGION 09-FI-11031600-018

STATE OF ARIZONA

Department of Forestry and Fire
KR-08-0013-SFD-OSF

5. TAX ID: 86-6004791 DUNS NO. 809037042

6. EFFECTIVE DATES

BEGINNING: 03/01/17

ENDING: 03/01/18

7. ITEM DESCRIPTION	8. STANDARD STAFFING	9. WORK OR HOURLY		10. SPECIAL	
TYPE 3 ENGINE	4-5	$126.00	HOUR		
TYPE 6 ENGINE	3-4	$85.00	HOUR		
FEP TYPE 3	4-5	74.00	HOUR		
FEP TYPE 6	3-4	41.00	HOUR		
SEDANS-ALL		$40.00	DAILY	$0.40	MILE
PICKUP 4X2-COMPACT		$34.00	DAILY	$0.34	MILE
PICKUP 4X2 ½ TON		$42.00	DAILY	$0.42	MILE
PICKUP 4X2 ¾ TON		$57.00	DAILY	$0.57	MILE
PICKUP 4X2 1 TON		$65.00	DAILY	$0.65	MILE

RESOURCE RATE FORM CONT.

7. ITEM DESCRIPTION	8. STANDARD STAFFING	9. WORK OR HOURLY		10. SPECIAL	
PICKUP 4X4 ½ TON		$45.00	DAILY	$0.45	MILE
PICKUP 4X4 ¾ TON		$65.00	DAILY	$0.65	MILE
PICKUP 4X4 1 TON		$74.00	DAILY	$0.74	MILE
MEDIUM DUTY TRUCK 1 ½ TON 4X2 OR 4X4		$66.00	DAILY	$0.66	MILE
MEDIUM DUTY TRUCK 2 TON 4X2 OR 4X4		$72.00	DAILY	$0.72	MILE
MEDIUM DUTY TRUCK 2 ½ TON 4X2 OR 4X4		$78.00	DAILY	$0.78	MILE
SUV 4X2 COMPACT		$40.00	DAILY	$0.40	MILE
SUV 4X2 ½ TON		$44.00	DAILY	$0.44	MILE
SUV 4X2 ¾ TON		$54.00	DAILY	$0.54	MILE
SUV 4X4 COMPACT		$46.00	DAILY	$0.46	MILE
SUV 4X4 ½ TON		$54.00	DAILY	$0.54	MILE
SUV 4X4 ¾ TON		$63.00	DAILY	$0.63	MILE
ATV QUAD REGULAR		$75.00	DAILY		
ATV/UTV LARGE		$100.00	DAILY		
CREW BUGGY		$86.08	DAILY	$1.04	MILE
CHIPPER TRUCK		$35.00	DAILY	$0.44	MILE
CHIPPER 10		$15.75	DAILY	$10.00	HOUR
CHIPPER 14		$19.12	DAILY	$11.00	HOUR

RESOURCE RATE FORM CONT.

7. ITEM DESCRIPTION	8. STANDARD STAFFING	9. WORK OR HOURLY		10. SPECIAL	
CHIPPER 15		$19.98	DAILY	$11.25	HOUR
CHIPPER 18		$22.54	DAILY	$24.00	HOUR
AZ DEPT. OF FORESTRY AND FIRE CREWS TYPE 2 CREW (INMATE CREW) INCLUDES OFFICERS Based on a 14 hour day	20-22	Estimated $5,000.00	DAILY		

SPECIAL PROVISIONS

Incident Duration

- When available and called upon for an interagency assignment, the home unit agency agrees to a commitment up to 14 days, excluding travel. Extensions beyond the 14 day assignment can be granted only with home unit agency approval as well as incident agency approval. Any action by personnel or their department to rotate manpower or equipment before the end of this time period without proper approval from the incident will be at the home units expense. Rotation must be coordinated with the home unit and the appropriate dispatch centers. Time extensions may be granted through coordination with the home unit.

Equipment

- All equipment hourly rates and daily rates do not include personnel rates.
- Daily rates-payment will be made on the basis of calendar days. For fractional days at the beginning and end of time under hire payment should be 50% of the daily rate for periods of less than 8 hours, and full day rate for periods of more than 8 hours.
- Equipment use should be documented on an Emergency Equipment Shift Ticket (OF-297) and recorded on an Emergency Equipment Use Invoice (OF-286) by incident personnel. Payment will be for work and travel hours. DFFM equipment remains in paid status during meal breaks.
- Equipment and staffing will meet or exceed NWCG Standards and 310-1. Operating supplies are to be provided by the home unit.
- Home unit will not be reimbursed if the equipment leaves the incident without being released by the incident. The home unit shall bear all costs of returning equipment and operator(s) to the point of hire.

Personnel

- Personnel Time for resources will be documented on a Crew Time Report (SF-261) and recorded on an Emergency Firefighter Time Report (OF-288) by the incident.
- Travel and meal reimbursements and lodging reimbursements will be paid by the ordering agency.
- Personnel are covered by agency provided workers compensation.
- Personnel should be able to provide a copy of their current incident qualifications card on all interagency incidents.
- State personnel are entitled to hazard pay for fighting fire on an uncontrolled fire only.

Claims

- Claims for damages and loss, which occur at the incident, should be documented with the incident at the time they occur, or prior to demob. All equipment damaged in the firefighting effort is the responsibility of the ordering agency.

11. PAYMENT PACKAGE INFORMATION:

ORIGINALS of all forms (Emergency Firefighter Time Reports (OF-288), Crew Time Reports, Emergency Equipment Use Invoice (OF-286) and Emergency Equipment Shift Tickets (OF-297)) shall be given to the resource at time of release from the incident. Only COPIES of the documentation shall remain with the Incident finance sections.

12. State Forestry Representative	13. DATE
Byron R Kimball	07-20-2017
14. PRINT NAME	**15. PRINT TITLE**
Byron R. Kimball	Planning & Preparedness Officer

Governing Board Meeting – April 18, 2018
Agenda Item: 7
BOD#: 2018-04-06

Agenda Item Title
Discussion and presentation of Policy 100.02: Immigration Reform Control Act for review at the April, 2018 Board Meeting for final approval at the May 16, 2018 Board Meeting.

Submitted By
Board Clerk Gene Gehrt

Background/Discussion
Policy 100.02: Immigration Reform Control Act will come before the Board for final approval of the policy at the May 16, 2018 BOD Meeting giving the Board a month to review the policy in its entirety.

Financial Impact
N/A

Enclosure(s)
Fair Employment / Anti-Discrimination / Retaliation Policy

Recommended Motion
"N/A"

Policy

After November 6, 1986, all applicants, prior to being hired by the SFMD, should be required to provide verification that the applicant is either a United States citizen or an alien authorized to work in the United States.

Once hired, both the applicant and the SFMD should sign a government form (I-9 Form) verifying that the individual properly established U.S. citizenship of authorization to work in the country. The SFMD should retain the verification form for at least three (3) years after the applicant is hired or for one (1) year after the date of termination.

Governing Board Meeting – April 18, 2018
Agenda Item: 8
BOD#: 2018-04-07

Agenda Item Title
Discussion and presentation of Policy 100.03: Loyalty Oath brought for review at the April, 2018 Board Meeting for final approval at the May 16, 2018 Board Meeting.

Submitted By
Board Clerk Gene Gehrt

Background/Discussion
Policy 100.03: Loyalty Oath brought for review at the April, 2018 Board Meeting for final approval of the policy at the May 16, 2018 BOD Meeting giving the Board a month to review the policy in its entirety.

Financial Impact
N/A

Enclosure(s)
Loyalty Oath Policy

Recommended Motion
"N/A"

Go to Item 9

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Policy

Per A.R.S. §38-231, employees of the SFMD are required to complete a loyalty oath upon acceptance of an offer of employment. The required oath reads as follows:

State of Arizona, County of _____

I, _____ do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of _____ (name of office) _____ according to the best of my ability, so help me God (or so I do affirm).

_____
(Signature of officer or employee)

Governing Board Meeting – April 18, 2018
Agenda Item: 9
BOD#: 2018-04-08

Agenda Item Title
Discussion and review of the Preliminary Budge, and determine Tax Rate for Fiscal Year 2018/2019.

Submitted By
Interim Fire Chief Mike Farber
Finance Director Roger Wood

Background/Discussion
A presentation of the Preliminary Budget for Fiscal Year 2018 / 2019 budget that will include detailed information on current revenue and expense information by division and fund will be provided. Options for accomplishing a range of strategic compensation & benefits and operational initiatives will be provided for Board consideration.

The Board will be asked to set the Tax Rate for Fiscal Year 2018 / 2019 for planning purposes.

Financial Impact(s)/Budget Line Item
NA

Enclosure(s)
A copy of the presentation will be presented to the Board of Directors at the Board Meeting.

Recommended Motion
"Motion to approve the tax rate of $3.25 per hundred dollars of secondary valuation for District operations, a $0.25 special assessment related to the Tax Override Initiative, and $0.18 special assessment related to the 2006 GADA Bond for development of the Tentative Budget for Fiscal Year 2018 / 2019."

Go To Item 10

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Governing Board Meeting – April 18, 2018
Agenda Item: 10
BOD#: 2018-04-09

Agenda Item Title

Resolution #2018-04-18-02 to increase Fee Schedules for the SFMD **Annual Operational Permit Fee Schedule** and to increase cost for the SFMD **New Business or Business Modification Permit Fee Schedule**. The Annual Operational Permit Fee Schedule includes the addition of a fee for the Business Self-Inspection Program previously approved by the Board.

Submitted By

Acting Assistant Chief Richard Ochs

Background/Discussion

The SFMD has not increased the cost of annual permit fees sense 2010 and our current fee schedule is willfully below other organizations within the Metro Valley. The first attached spread sheet (A) compares our current annual fee schedules to proposed fee schedules. The second attached spreadsheet (B) compares our current new business and business modification fee schedule with neighboring organization fee schedules, as well as our proposed increase. This schedule pertains to New Business Construction, Existing Business Modifications, or Installations.

A. The attached **SFMD Annual Operational Permit Fee proposal** pertains to the annual fee schedule utilized for existing business.

B. The attached **Comparison Permit Fee Schedules** pertains to New Business, Business Modifications or Installations

Financial Impact(s)/Budget Line Item

Increased revenue projected for the organization

Enclosure(s)

Recommended Motion

"Motion to approve Resolution #2018-04-18-02 amending and adopting the permit fee schedule for the District"

Go To Item 11

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SUPERSTITION FIRE & MEDICAL DISTRICT

Resolution No. 2018-04-18-02

(Amending the Permit Fee Schedule)

A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT ("DISTRICT") AMENDING AND ADOPTING THE PERMIT FEE SCHEDULE FOR THE DISTRICT.

WHEREAS, Arizona Revised Statutes, Title 48, Chapter 5, Article 1 empowers the Governing Board of the District to adopt resolutions establishing fee schedules for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services, plan review, standby charges, fire cause determination, users' fees, facilities benefit assessments and any other fee schedule that may be required; and ·

WHEREAS, it has been determined that it would be appropriate and in the best interest of the District, its property owners, residents and neighbors to adopt a revised fee schedule in the form attached hereto as Exhibit "A"; and

NOW THEREFORE, be it resolved that the District Governing Board hereby adopts a new amended fee schedule as attached hereto as Exhibit "A";

FURTHER RESOLVED that the Fire Chief, Fire Marshal and staff of the District execute such documents and take such further action as may be necessary to implement the intent of this Resolution.

APPROVED AND AMENDED this _____ day of April, 2018.

_____ _____

_____, Board Chairman _____, Board Clerk

Comparison Permit Fee Schedules

Permit Type	SFMD	Gilbert	Chandler	Mesa	Phoenix	Tempe	Northwest	Avondale	Glendale	Scottsdale	Queen Creek	Goodyear	SFMD NEW
Automatic Gate	$75.00	$135.00	$0.00	$0.00	$202.50	$100.00	$191.00	$0.00	$279.00	$0.00	$150 auto	$80.00	$150.00
Carnivals	$100.00	$100.00	$125.00	$0.00	$450.00	$200.00	$68.00	$300.00	$279.00	$0.00	$200.00	$200.00	$200.00
Fireworks Show	$200.00	$416.00	$250.00	$255.00	$540.00	$250.00	$416.00	$300.00	$837.00	$0.00	$200.00	$350.00	$350.00
Commercial Kitchen Hood	$100.00	$330.00	$0.00	$0.00	$202.50	$150.00	$157.00	$157.00	$258.00	$0.00	$100.00	$150.00	$200.00
Fire Alarm	$100.00	$275.00	$0.00	$0.00	$337 1-50,000 sq ft $ Incr. per sq ft	$500.00	$252.00	$300 1-5000 sq ft $ incr. per sq ft	$499.00	$0.00	$250.00	$300 1-1000 sq ft $ incr. per sq ft	$300.00
Fire Alarm Modifcations	$50.00	$250 1-5 devices	$0.00	$0.00	$270.00	$500.00	$200.00	$100 1-5 devices $ Incr. with devices	$255.00	$0.00	$100.00	$100 1-5 devices $ Incr. with devices	$150.00
Sprinkler System	$150 $75 each add't floor	$440 1-10,000 sq ft	$0.00	$0.00	$150.00	$350.00	$250.00	$300.00	$504.00	$0.00	$250.00	$375 1-1,000 heads & increases with add'l	$350 $150 each add't floor
Sprinkler Modifications	$50 (Less than 20 heads) $100 (More than 20 heads)	$130 1-20 heads $ Incr. with heads	$0.00	$0.00	$135.00	$100 30+ heads	$123.00	$100.00	$209 1-20 heads $ Incr. with heads	$0.00	$200.00	$75 1-20 heads $ Incr. with heads	$100 (Less than 20 heads) $200 (More than 20 heads)
Flamm Liquids													
Under Ground	$100.00	$300.00	$0.00	$0.00	$540.00	$300.00	$0.00	$200.00	$492.00	$0.00	$300.00	$150.00	$300.00
Above Ground	$100.00	$300.00	$0.00	$0.00	$540.00	$300.00	$0.00	$200.00	$492.00	$0.00	$300.00	$150.00	$300.00
Tank Removal	$100.00	$175.00	$0.00	$0.00	$150.00	$250.00	$0.00	$100.00	$492.00	$0.00	$0.00	$250.00	$200.00
Content Removal	$75.00	$209.00	$0.00	$0.00	$150.00	$250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$250.00	$200.00
LPG													
125-249	$50.00	$192.00	$0.00	$0.00	$270.00	$150.00	$0.00	$300.00	$418.00	$0.00	$175.00	$300.00	$150.00
250-499	$75.00	$192.00	$0.00	$0.00	$270.00	$150.00	$0.00	$300.00	$418.00	$0.00	$175.00	$300.00	$200.00
500-1999	$100.00	$192.00	$0.00	$0.00	$270.00	$150.00	$0.00	$300.00	$418.00	$0.00	$175.00	$300.00	$250.00
2000+	$150.00	$192.00	$0.00	$0.00	$270.00	$150.00	$0.00	$300.00	$418.00	$0.00	$175.00	$300.00	$300.00

Comparison Permit Fee Schedules

Permit Type	SFMD	Gilbert	Chandler	Mesa	Phoenix	Tempe	Northwest	Avondale	Glendale	Scottsdale	Queen Creek	Goodyear	SFMD NEW
Spraying & Dipping	$100.00	$192.00	$0.00	$250.00	$742.00	$400.00	$0.00	$250.00	$532.00	$0.00	$300.00	$150.00	$250.00
Tent, Canopies & Temp. Membranes	$100.00	$120 240-800 sq ft +	$170 Add'l $40	$150.00	$600.00	$350.00	$205.00	$200 Add'l $100	$308.92 Add'l $139	$159.00	$200.00	$200 Add'l $100	$200.00
Plan Review Fees	$25/hr. (Min. of 2-hours)												$50/hr (Min. of 2-hours)

SFMD Annual Operational Permit Fee Proposal

Permit Type	Current	Proposed
Buisness Self-Inspection Process	N/A	$20
Automobile Wrecking Yard	$50	$100
Child and Adult Day Care	$50	$100
Combustible Fiber Storage (Hay & Straw)	$50	$100
Compressed Gas System- Annual Inspection	$50	$100
Dust Producing Operations	$50	$100
Explosives, Ammunititon, Blasting Agents	$50	$100
Manufacture, Store, Sell or Disposal	$50	$100
Flammable/Combustible Liquids	$50	$100
Annual Storage, Use, Handling or Dispensing	$50	$100
Flammable Finishes, Application of	$50	$100
Operation of Dipping, Spray Booth, Powder Coating Room or Area	$50	$100
Garage Operations	$50	$100
Hospitals, Group Homes, Nursing Care Homes, Supervisory Care, Behavioral Health	$50	$100 (less than 50 beds) $200 (50 or more beds)
Liquefied Petroleum Gas (LPG)	$50	$100
Annual Inspection	$50	$100
Place of Assembly	$50	$100
Tire Storage	$50	$100
Welding & Cutting Operations	$50	$100

Governing Board Meeting – April 18, 2018
Agenda Item: 11
BOD#: 2018-04-10

Agenda Item Title
Discussion and possible direction regarding an opportunity to refinance the District's remaining 2006 GADA Bond principal debt.

Submitted By
Interim Fire Chief Mike Faber
Finance Director Roger Wood

Background/Discussion
The District's 2006 GADA bond is now in the stage where it can be paid off early with prepayment penalty. Stifel, Nicolaus & Company has contacted the District to see if there is interest in refinancing the remaining bond principal debt to take advantage of lower interest rates and save an approximate $450,000 over the remaining life of the bond (8 years).

Per initial discussions with Stifel representatives, the refinancing proceeds will cover all costs and not require additional District funds. This effort will require some Staff time for administrative handling, data gathering, and due diligence efforts, and a decision will need to be made to meet the deadline of July 1, 2018.

Staff will provide more detail on the specifics of this opportunity at the April 18 Board meeting. Staff is asking the Board decides if this is an opportunity they want Staff to pursue.

Financial Impact(s)/Budget Line Item

Enclosure(s)

Recommended Motion
"Motion to direct Staff to pursue the possibility of refinancing the remaining principal debt related to the District's 2006 GADA bond, and provide additional detail as needed at future Board meetings."

Go To Item 12

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Governing Board Meeting – April 18, 2018
Agenda Item: 12
BOD#: 2018-04-11

Agenda Item Title
Discussion and possible action re: possible approval of Ratification Resolution #2018-04-18-03 ratifying the approval of Resolution #2018-321 and the hiring of William R. Whittington as legal counsel.

Submitted By
Chairman Cross

Background/Discussion

Financial Impact(s)/Budget Line Item

Enclosure(s)

Recommended Motion
"Motion to ratify March 2018 Agenda Resolution #2018-321 and approve Ratification Resolution #2018-04-18-03 and the hiring of William R. Whittington as legal counsel."

Go To Item 13

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SUPERSTITION FIRE & MEDICAL DISTRICT

Ratification Resolution No. 2018-04-18-03

WHEREAS, on **April 18, 2018** the Governing Board of the Superstition Fire & Medical District (the "Governing Board") met in regular session at 5:30 p.m. at the District's Administrative Office located at 565 N. Idaho Rd., Apache Junction, AZ 85119, with the following members being present:

Jeff Cross _____
Gene Gehrt _____
Todd House _____
Jason Moeller _____
Larry Strand _____

WHEREAS, those present were advised that there had been a possible indirect Open Meeting Law violation;

WHEREAS, those present were further advised that the Governing Board met on March 21, 2018 for purposes of holding a regularly scheduled monthly meeting, and during that meeting the Governing Board made a motion to hire William R. Whittington as legal counsel for the District and to approve Resolution #2018-321 to effectuate the same; and

WHEREAS, those present were further advised that the Notice and Agenda for the meeting did not contain sufficient reference to Resolution #2018-321; and

WHEREAS, those present were further advised that the decision to hire William R. Whittington and the approval of Resolution #2018-321 at the March 21, 2018 meeting may have been inappropriate because of the failure to post a clear item description on the Agenda for the March 21, 2018 meeting.

The following resolution was thereafter introduced in written form, reading in full, and pursuant to motion duly made by _____ and seconded by _____ was adopted by the following vote:

	Yea	Nay	Abstain
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The resolution was then signed by the Governing Board in an open meeting and recorded by the Board Clerk. The resolution is as follows:

NOW THEREFORE, BE IT RESOLVED, ratifying the Governing Board's decision to hire William R. Whittington as legal counsel for the District and approval of Resolution #2018-321, to effectuate the same.

FURTHER RESOLVED, ratifying the Governing Board's approval of Resolution #2018-321 effectuating the hiring of William R. Whittington as legal counsel for the District.

ADOPTED AND APPROVED this ____ day of April, 2018.

_____
Board Chairman

ATTEST:

_____
Board Clerk

PUBLIC NOTICE OF POSSIBLE RATIFICATION ACTION

It has been brought to the Fire Board's attention that the Superstition Fire & Medical District Governing Board may have inadvertently taken action in violation of the open meeting laws during the regular meeting called on Wednesday, March 21, 2018.

As a result, the Board has determined that ratification of certain action taken during that meeting is appropriate. Under Arizona law the Fire District Board is required to provide a detailed statement of each item which is to be ratified. This is done below. This statement is intended to be made available to the public.

1. Ratification of the Governing Board's Decision to hire William R. Whittington as legal counsel for the District during the March 21, 2018 Board Meeting.

   The March 21, 2018 agenda may have inadvertently failed to include a clear item description. This matter was set for discussion and possible action. The Board made a motion to approve a form of resolution to hire William R. Whittington as legal counsel for the District. However, the agenda item did not make specific reference to the approval of Resolution #2018-321 effectuating the same.

As a result, the Governing Board of Superstition Fire & Medical District will meet on April 18, 2018 for purposes of considering ratification of the above-referenced item.

* Please note that copies of this Notice, the resolution in question and copies of the previous Agenda and Minutes may be obtained at the Administrative Office of the Superstition Fire & Medical District, located at 565 N. Idaho Rd, Apache Junction, AZ 85119.

Governing Board Meeting – April 18, 2018
Agenda Item: 13
BOD#: 2018-04-12

Agenda Item Title:
Possible vote to go into Executive Session. The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters; ARS §38-431.03(A)(3) for legal advice; and ARS §38-431.03(A)(4) to give instructions to legal counsel re: Interim Fire Chief's evaluation; possible appointment of Interim Fire Chief to permanent Fire Chief position; possible form and terms of Fire Chief's contract.

Submitted By:
Legal Counsel William Whittington

Background/Discussion:
Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
*"Motion to go into Executive Session at **(State Time)** pursuant to ARS §38-431.03(A)(1) for personnel matters, and ARS §38-431.03(A)(3) for legal advice, and ARS §38-431.03(A)(4) to give instructions to legal counsel re: Interim Fire Chief's evaluation, possible appointment of Interim Fire Chief to permanent Fire Chief and possible form and terms of Fire Chief's contract ."*

April 12, 2018

Mike Farber, Interim Fire Chief
Superstition Fire & Medical District
565 N. Idaho Road
Apache Junction, AZ 85119

Dear Chief Farber:

This letter will serve as your 24 hour notification of an executive session scheduled for April 18, 2018 to discuss your performance as Interim Fire Chief of the Superstition Fire & Medical District.

You have the right to attend the portion of the meeting where you are specifically discussed. No decisions can be made in executive session. You also have the right to request that your portion of the meeting be held in public session. You have the right to attend the public session as well, but you are not required to attend.

Sincerely,

Anna Butel for
Board Chairman Chairman
Jeff Cross

Governing Board Meeting – April 18, 2018
Agenda Item: 14
BOD#: 2018-04-13

Agenda Item Title
Review, discussion and possible action regarding the Interim Fire Chief's evaluation.

Submitted By
Chairman Cross

Background/Discussion
At the March Board Meeting (BOD #2018-03-09), the Board Members approved the timeline and process for the Interim Fire Chief's evaluation.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
N/A

Recommended Motion
"TBD"

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Governing Board Meeting – April 18, 2018
Agenda Item: 15
BOD#: 2018-04-14

Agenda Item Title
Appointment of Fire Chief

Submitted By
Todd House Board of Directors

Background/Discussion
Interim Fire Chief Mike Farber has been the serving in the Interim Fire Chief position since June 17, 2017 when the Fire Board authorized Assistant Chief Mike Farber to fill the vacancy created from the departure of Chief Paul Bourgeois. Chief Farber has served in the Interim Fire Chief position for the past ten months.

The District was in a fragile state when Chief Farber was placed in charge as the Interim Fire Chief 10 months ago. Subsequent to Chief Farber's leadership, the District has become financially stable, improved operational efficiency, and repaired Labor/Management relations.

Last month the Board of Directors voted unanimously to stay internal for the selection of the Fire Chief.

Financial Impact(s)/Budget Line Item
The District will save between $209,693 and $379,321 by staying internal as indicated in option A as opposed to option B or C.

Enclosure(s)
N/A

Recommended Motion
"Motion to promote Interim Fire Chief Mike Farber to Fulltime Fire Chief."

Go To Item 16

Go to Agenda

Governing Board Meeting – April 18, 2018
Agenda Item: 16
BOD#: 2018-04-15

Agenda Item Title
Letter of Support – Staffing for Adequate Fire & Emergency Response (SAFER) Grant

Submitted By
Anna Butel, Acting Administrative Director

Background/Discussion
As part of the SAFER grant application a letter of support is required to accompany the application at the time of submission. This purpose is to ensure that SFMD Board Members understand that during the grant performance period current staffing levels must remain filled, and that firefighters hired through the grant must remain employed for the entire grant performance period.

Financial Impact(s)/Budget Line Item
If awarded:
100-10-53799-10 SAFER Grant Benefit Reimbursement (New Account)

100-40-52539-12 SAFER Grant Wages Reimbursement (New Account)

Enclosure(s)
Letter of Support

Recommended Motion
"Motion to approve the Letter of Support to accompany the 2018 SAFER grant application."

Go To Item 17

Go to Agenda

Superstition Fire & Medical District

Phone (480) 982-4440 ~ www.sfmd.az.gov

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119
Fax (480) 982-0183

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119
Fax (480) 982-3268

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

April 18, 2018

Catherine Patterson, Branch Chief
Assistance to Firefighters Grants Branch
DHS/FEMA
800 K Street NW Mailstop 3620
Washington, DC 20472-3620

Dear Ms. Patterson,

This letter is to acknowledge that Superstition Fire & Medical District is applying for a SAFER Grant.

It is the intent of Superstition Fire & Medical District that, if the grant is awarded, and upon acceptance, we fully intend to commit to maintaining the staffing levels described in the grant and have no intent to lay-off any employees during the performance period of the grant.

Thank you for your consideration of our application.

Sincerely,

Jeff Cross,
SFMD Board Chairman

Governing Board Meeting – April 18, 2018
Agenda Item: 17
BOD#: 2018-04-16

Agenda Item Title
Reports

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.

- **Senior Leadership Team**
- **Labor**
- **Pension Board**
- **Board Sanctioned Committees**

Recommended Motion:
N/A

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Governing Board Meeting – April 18, 2018
Agenda Item: 18
BOD#: 2018-04-17

Agenda Item Title
New Business / Future Agenda Items

Submitted By
Board of Directors

Background/Discussion
This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
N/A

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Governing Board Meeting – April 18, 2018
Agenda Item: 19
BOD#: 2018-04-n/a

Agenda Item Title
Announcements

Background / Discussion
The BOD and staff may share and discuss items to be placed on future BOD agendas.

Recommended Motion:
N/A

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Governing Board Meeting – April 18, 2018
Agenda Item: 20
BOD#: 2018-04-18

Agenda Item Title
Adjournment

Recommended Motion:
"Motion to adjourn the Board meeting."

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Appendix A

A. Board Meeting Minutes from March 21, 2018

Submitted By
Board Clerk Gene Gehrt
Board Secretary Sherry Mueller

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

Financial Impact/Budget Line Item
N/A

Enclosure(s)
March 21, 2018 Board Meeting Minutes

Superstition Fire & Medical District

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Governing Board Meeting Minutes
March 21, 2018

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, MARCH 21, 2018. 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 PM.

A. Call to Order
Chairman Cross called the meeting to order at 5:30 PM.

B. Pledge of Allegiance
Pledge of Allegiance was led by Clerk Gehrt.

C. Roll Call
Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Jason Moeller, and Director Larry Strand was present.

Senior Leadership Team in attendance were: Interim Fire Chief Mike Farber, Acting Assistant Chief Richard Ochs, Acting Assistant Chief Richard Mooney, Finance Director Roger Wood, and Acting Administrative Director Anna Butel.

Legal Counsel William Whittington and Board Secretary Sherry Mueller were also present for the meeting.

1. Review and approval of February 2018 financial reports and bank reconciliations. (BOD #2018-03-01)

Motion by Director House to approve the February 2018 financial reports and bank reconciliations.

Seconded by Director Strand.

Vote 5 ayes, 0 nays. **MOTION PASSED.**

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-03-02)

Acting Assistant Chief Ochs recognized Firefighter / Paramedic Ken Simkins as the 2017 Firefighter of the Year. Ken arrived and introduced his wife and his Father-in-law, who is a 3–tour Vietnam Vet. Ken came to us with Firefighter/Paramedic experience from Minnesota. He is always focused on excellence, para-medicine and teaching. Ken has been an instructor for many of our in-house EMS classes that we teach. Ken has been utilized for years as a preceptor, coaching and mentoring Paramedics who are going through school. He currently serves as an instructor for Arizona Central College, which is also where we send our Paramedic students. Ken holds instructor credentials

through the American Heart Association for advanced cardiac life support, pediatric life support, and prehospital trauma life support. He is a very well versed gentleman. Safe Hearts of Arizona Registry (SHAR program) recently awarded Ken an educational award. It's a really big deal. They select very few recipients for that award each year. Last year, Ken was chosen as the Arizona E M S Aces of Hearts Award. Both of those awards that he received were because of the numerous cardiac arrest saves that Ken had. I'm certain that the Board remembers how many times we brought Ken forward. He holds the record in our organization for cardiac saves. A great Paramedic. Ken will have a lot of events to attend this year. He will be the recipient of a few awards. Congratulations, Ken.

Employee Service Anniversaries were recognized: Fleet & Facilities Support Specialist Barb Duffel has 12 years of service. The following employees all have 6 years of service: Firefighter/Paramedic Matt Dold, Firefighter/Paramedic Dan Elliott, Firefighter Wayne Emerson, Firefighter/Paramedic Lance Frawley, Firefighter/Paramedic Brian Garten, Engineer Bryan Heun, Firefighter/Paramedic Ryan Ledbetter, Firefighter/Paramedic Matt Perez, Firefighter/Paramedic Ryan Philips and Firefighter/Paramedic Adam Rodriguez. 1 year of service: Paramedic Chris Huson and Paramedic Joe Potter.

3. **Call to the Public. (BOD #2018-03-N/A)**
   N/A

4. **Consideration and possible approval of all consent agenda items listed below: (BOD #2018-03 – 03)**
   - **A.** Board Meeting Minutes from February 21, 2018
   - **B.** ProShred Security Document Destruction Agreement
   - **C.** Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department
   - **D.** Emergency Purchase – Mobile Radios

Motion by Director Strand to approve consent agenda items A, B, C and D. **Seconded** by Director Moeller and Clerk Gehrt.

Vote 5 ayes, 0 nays. **MOTION PASSED.**

5. **Discussion and possible action regarding the legal services decision in the February 21, 2018 Board meeting. (BOD #2018-03-04)**

Chairman Cross stated that we will move item 5 after we discuss item 11, which will also be moved.

6. **Discussion and possible approval of Policy 100.01: Fair Employment / Anti-Discrimination / Retaliation brought for review at the February 21, 2018 Board Meeting (BOD #2018-02-07) for final approval at the March 21, 2018 Board Meeting. (BOD #2018-03-05)**

Motion by Clerk Gehrt to approve the Fair Employment / Anti-Discrimination / Retaliation Policy 100.01. **Seconded** by Director Moeller.

Vote 5 ayes, 0 nays. **MOTION PASSED.**

7. **Discussion and possible approval of Policy 102.11: Work Criteria – Public Safety – Shift Assignments (which includes the Work Trade policy) brought for review at the March 21, 2018 Board Meeting for final approval at the March 21, 2018 Board Meeting. (BOD #2018-03-06)**

Chairman Cross stated that he has some issues with this policy. I would like this policy to be reviewed by legal counsel. We do have some items in this policy that have cause for concern for myself. Chief Farber and I had a discussion regarding the starting time of 6:45 AM. It is my understanding that if we require an employee to be there at 6:45 AM, that we would have to pay them to be there at 6:45 AM. The City of Gilbert went through this and got sued by their employees and ultimately lost and went through the whole hassle. If there are no objections, I would like to pull this agenda item until next month so legal can actually go through and look at it. There were no objections by the Board Members, Labor and Fire Chief. Chairman Cross pulled agenda item number 7.

Motion: N/A

8. **Discussion and possible approval for Staffing for Adequate Fire & Emergency Response (SAFER) Grant.**

Interim Fire Chief Mike Farber stated that SFMD is going for a SAFER Grant to replace manpower for the additional unit that we brought up. We did the pilot study, which is, to date, perfect. We wanted to see if having the new unit would result in less sick time usage, better response time lowering the ISO and also being able to reduce travel time, which ultimately leads to less fire loss and more survivability for our citizens when they're in cardiac arrest. As a result of that, we utilized a lot of our leave pool in order to get this truck up and running, funding it with overtime so that unit can stay up. As we were looking at doing a SAFER Grant to replace the manpower, we decided to get a consultant because it was too important of a Grant to make a mistake on. We met with the consultant and as it turns out, there are 3 things that are in SFMD's favor for getting a SAFER Grant, 1 of which is using a lot of overtime. Number 2, are we showing, based off of NFPA1710 (which is a requirement for response emergency Engines), does the new unit have an impact on our response times specifically as it relates to NFPA1710? NFPA1710 says we should have 2 Engines and a Ladder there in 8 minutes or less, 90% of the time. That also goes along with the accreditation, which is 9 minutes and 16 seconds, an effective response force is the other measurement for accreditation ISO NFPA which is 15 to 17 persons in a medium risk community which is what we have. By having this extra unit up, we are showing that we're making a big difference in NFPA1710.

The Valley has a unique system that is one of the best in the country called AutoAid. The AutoAid requires 4-person staffing on all units, which is known to be the safest. Most recently, Northwest Fire District and North County received the SAFER Grant. One of the things that has been shown to receive a Safer Grant is not meeting that requirement of 4-person staffing. Not meeting that requirement looks very favorable on us to receive a SAFER Grant. The person we would like to hire to write this grant, and you have the contract in front of you, has written 3 in a row and has been successful 3 in a row with Northwest Fire District. The last Grant, he got 24 people, 12 for the leave pool and 12 for a new station. The $2,500 is well worth it based on potential of what we could receive on this. The previous SAFER Grant was for 5 years; 100% for the first 3 years and then 50% and then 25%. Congress has recently changed it this year to 3 years; 75%, 75%, then 35% in that third year. Nonetheless, with the manpower that's leaving, by the time we got the Safer Grant, we will have 4 people gone within the third year. Roger and I are working on showing what that blend would look like and how much money it actually saves the District. We were very impressed with the individual that came and met with us. He was a wealth of knowledge regarding the SAFER Grant and what is required. If we are successful with this, I wouldn't

mind utilizing him on some of our other grants as we are going for other types of purchases such as equipment or manpower.

Before you is a $2,500 contract which is the max that it would be. The rate is $50 an hour. We have done a lot of the legwork already, and it is Staff's recommendation that we support the Motion of contracting out Grant writing consulting services.

Motion by Director House to approve the agreement with James F. Grasham, Grant Consultant for the 2018 SAFER Grant not to exceed $2,500. **Seconded** by Director Strand.

Vote 5 ayes, 0 nays. **MOTION PASSED**

9. Discussion and possible direction regarding the open Fire Chief position, and the other major initiatives being planned within the preparation of the Preliminary Budget for Fiscal Year 2018/2019. (BOD #2018-03-08)

Interim Fire Chief Mike Farber addressed the Members of the Board and said he would be turning this over to Finance Director Roger Wood. Based on the Boards direction, we were asked to provide 3 alternatives. Roger has worked up 3 different scenarios and he will walk you through them.

Finance Director Roger Wood addressed the Board saying as you may recall from the February Board meeting, we started a discussion about the Staff's need for direction on how to budget for the open Fire Chief position. Depending upon what direction we take, since we're in a balanced budget situation, it will determine what other things that we may be able to do. We just need direction on that as soon as possible. At the February Board meeting, Chairman Cross asked Staff and primarily myself, to bring forth a comparison cost associated with three scenarios. The three scenarios would be 1) to promote the current Interim Fire Chief Farber to permanent Fire Chief, along with the acting SLT Staff to permanent positions. 2) the hiring of a new Fire Chief from the outside. Someone not currently employed at the District. 3) the hiring of a new Fire Chief, and considering the fact that maybe the new Fire Chief would want to bring on their own Assistant Chief of Operations.

Each of you have an analysis in front of you which is a color-coded one page analysis that I am going to walk you through the specifics of it. You'll see across the top there is A, B and C. The A, B, and C relate to the description I just used. Column A is where I projected the cost of promoting Acting Chief Mike Farber to full Chief, and the promotion of the SLT acting staff. You can see by position, I've shown you wages and employee benefits. We can go over any of the details you want to see. I will try to anticipate questions. You can go all the way down to the bottom and in this scenario there is no search fees, and so there is no cost associated with that alternative. The total cost of that is $599,762.00 That is not incremental costs. I just want you to understand that is the cost of the people who would be promoted. We would compare any incremental costs to the other scenarios.

Scenario B is where we would hire an outside Fire Chief and there would be, what I call, a domino step-back. If we hired an outside Fire Chief, then Chief Farber would step back to an AC position. I am assuming that we would step back one of the current Acting AC's to a BC position. You can see how the brown area we actually have a Battalion Chief cost in scenario B, whereas we didn't have it in A because that is where I'm trying to show a step back. The colors are trying to show you how they relate to each one of the scenarios. One question that you may have, if you look in the Interim Fire Chief section, and you look at the employee benefits line, the benefits that the District pays on behalf of Chief Farber are a lot less than what I am projecting for an outside Fire Chief. The reason being is Chief Farber is in the DROP, so we do not pay PSPRS. I am assuming that if we hire someone from the outside, they would be active in PSPRS. Even if they weren't we would have to pay the

alternate contribution rate and also contribute to ASRS so, they kind of wash. So you can see the difference just at the benefit line. That shouldn't drive the decision but I just wanted to make sure you understood, when you look at those numbers, why you see such a difference. You can go all the way down to the bottom in scenario B, and you can see I've indicated a $25,000 search fee/cost estimated for the Fire Chief.

At the February Board meeting, I had said that we currently budgeted $30,000, but I was wrong. It's actually $20,000 plus $5,000. So we have $25,000 in the current budget and that is what I am projecting that is what we would use as an amount in this scenario and budget for next year if this were the scenario you were to choose. You can see all the way down at the bottom, the total cost of scenario B would be $809,455. That is an additional incremental cost of $209,693 over scenario A.

In the last scenario C, is where we would hire an outside Fire Chief not currently working here at the District and he or she would decide that they would like to bring in their own Assistant Chief of Operations. You can see that we would have a new Fire Chief position, we would have a new AC of Ops position, and then you would start seeing the step back. I am assuming that Chief Farber would step back and remain in the AC position but I am also assuming that the 2 acting Assistant Chief's that are currently in place would then step back into a Battalion Chief position because we are mindful that we don't need 3 or 4 Assistant Chief's. There would be step back's in this scenario. Also, if we have 2 of the acting Assistant Chief's stepping back into BC's, we don't need 5 BC's, so I am also showing that we would have a BC's step back to Captain, then most likely a Captain would step back to Firefighter. You see in the lower right-hand corner bracketed in red the $17,898 in parentheses. That is actually the reduction in cost for the least tenured BC would step back to a topped out Captain. And the same thing with the Captain stepping back to Firefighter. And then you'll see there is a $30,000 search fee element in there. I am assuming that we would need a little more money if we were to look for an AC of Ops. My assumption, right or wrong, is that we wouldn't do a national search for that position, so I've only added an incremental cost of $5000. The total cost of that scenario is $979,083. That is $379,321 more than scenario A, and $169,628 greater than scenario B. I have done my best on these numbers. The wages are reflective of what is going on right now, but even if I am off in some of my assumptions, I don't think it would change the relative magnitude of the incremental costs.

I might be off $10,000 or so, but I think this will provide us a solid basis for discussion. Staff is asking, if possible, that the Board would give us direction on how to budget for that position. Perhaps before you go into a final discussion, we actually prepared a Motion, if you're so inclined. I also have information on the other major initiatives that we are working on and would work to try and budget for dependent upon available funds. I have actually given you a high level view by fund, because there are different initiatives in the different funds. In the General Fund (100 Fund), that we call the M & O, of course as Chief Farber just explained, we are looking at the SAFER Grant because one of our major initiatives is maintaining the second Engine at Station 263. We are also looking at the cost surrounding the COLA. It would be an increase for all employees, the same amount for everyone, a cost-of-living adjustment. We're looking at trying to budget for additional off–shift training days and a quarterly Captains Conference, and other additional trainings that are too numerous to list individually. We are looking at the opportunity to increase the financial reserve to the extent that we can. As Chief Farber said we are looking to budget for the SAFER Grant, and we are budgeting for the Community Risk Reduction Grant. That is actually the Grant that we have received in FY17/18. Roughly $120,000-$130,000, and so were hoping that, since we received it once, we might be likely to receive it again. Not to drill too deep into that, we are fully funding the position that is in that grant regardless. So the only incremental cost would be the supplies that we would buy. We need to be able to budget for our 5% share of those supplies, so it's a minimal amount. The last thing I wanted to share related to the 100 Fund is that we have actually received the SRP NAV. If you remember

last month, I mentioned that they are not under any constraints statutorily, to provide their NAV by any given date, and we have received it within the last month.

To my pleasant surprise, it is actually up 5.4%. That is an additional $19,400 in tax revenue to the 100 Fund. For the 150 Fund, the Transport Services Fund, the major initiative we're looking at there is to provide medical exams for all the TSP employees like we do with the M & O employees. We are trying to find budget so that we can accomplish that.

An initiative that impacts both the General Fund and the Transportation Service Fund, because it is employee based, if you will, we are looking at Lexipole Fire and HR Policy software. If we were able to budget for that and incur the cost, we would spread that cost across both funds because it is employee related.

In the 200 Fund, the major initiatives that we are looking at is the purchase of a new Pumper. A lot of effort has already gone into that and so you're probably not surprised by that. We are looking to fund Station 263 accommodations for the second Engine and the extra crews there. We are funding for a second set of turnout's, and we are taking 2 approaches to this. We are aggressively chasing a Grant so the majority of that cost would be provided through the Grant process. But, if we do not get the Grant, we are also funding to be able to buy and be able to condition existing second sets so that everyone would have a second set of turnouts by the end of the year (FY18/19). So, one where the other, that is a goal that we want to accomplish. We are budgeting for the replacement of 61 SCBA bottles. They are reaching the end of their lifespan. We are budgeting for a thermal imaging camera, and exchange server software.

Lastly, if you remember last month, in fact I even talked about it a few months ago, because we are getting in the latter years of our GADA Bond, we are actually in a position to start lowering the special assessment and still be able to make both principal and interest payment. So we will be lowering the special assessment from $0.22-$0.18 within this budget.

That is the list of the major initiatives by fund, that we are working on. One of the major key items that we need direction on in order to be able to understand what funds we have to accomplish these initiatives, relates back to the open Fire Chief position, which was the beginning of this discussion. If possible, we would ask the Board to give us direction on how we should budget for that.

Director House stated that he is very happy with the job that Fire Chief Farber has been doing. I have sat on this Board through 3 different Fire Chiefs. We went out to bid quite a few times on those and we were very unsuccessful at finding a Chief that would last long enough or keep up with the District long enough. Being mindful of the funds for our District, the situation where we're at, and being mindful for the future, I am absolutely sitting on scenario A, which would be a promotion for Fire Chief Farber from the Acting Chief. I would like to stay with item A on this agenda because I think it works, I think there is a lot of experience in that group. I think we could go out and spend $25,000 and maybe find somebody better , but based on prior experience maybe not. My personal opinion is to stay with plan A with Fire Chief Farber going forward.

Director Strand stated that he would like to thank Roger for all the numbers. We had asked for those and it is very clear. It is exactly what we were looking for and I'm with him (Director House), on A. It's kind of a no–brainer for some of us.

Director Moeller stated he is in favor of A. Column C, $1 million, is quite the risk to take. I've already seen what Farber can do. We've asked him to do magic, and he's done that for us. A is my choice.

Clerk Gehrt said he would make the same comment. He believes the same thing. I am not sure we're doing this in the right order, but that result is where I think we belong.

Chairman Cross said that would be my only concern is the order that were going at it.

Director Moeller said I don't think we can have a Motion on it until we discuss number 10 and 11.

Chairman Cross said as far as the budgeting goes, I think Chief Farber is doing a great job. The $1 million is a hard thing to choke down. I look at it that we would be hard-pressed to have someone come in here that would know this District, know the employees, know the people in this community better than Chief Farber.

Motion by Director Strand to approve Scenario A related to the open Fire Chief Position for budgeting purposes in preparation of the Preliminary Budget for Fiscal Year 2018/2019. **Seconded** by Clerk Gehrt and Director House.

Vote 5 ayes, 0 nays. **MOTION PASSED**

10. Discussion and possible direction regarding the Interim Fire Chiefs evaluation. (BOD #2018-03-09)
Chairman Cross stated that we are going to skip this agenda item and move on to agenda item number 11 ahead of agenda item number 10.

11. Discussion and possible action regarding Governing Boards legal counsel services. (BOD #2018-03-10)
Interim Fire Chief Farber addressed the Members of the Board and said if you recall, at the February 21, 2018 Board Meeting, I was directed to ascertain if Bill Whittington was available to represent Superstition Fire & Medical District's Governing Board. In Appendix E, you will find Resolution Letters and fee structures for William Whittington and also for Rader Mayrose law firm for your discussion as to what you would like to do.

Chairman Cross asked William Whittington to step up and approach the Board.

William Whittington stated he would give a little bit of background on himself. The letter we sent sets out our fees. The Resolution simply authorizes us to work for you. Notice in the Resolution, not only does it authorize you to use us but it also authorizes Management Staff to contact us and any Board Member to contact us. But it requires them, if they do, to let the Chairman know so you can do some cost control. He further stated that he has been doing Fire Districts for about 30 years. He has been practicing a little longer than that. Occasionally it will crop up that there are budget concerns for legal fees. I found over my 30 years that is kind of a microcosm problem. It doesn't happen all that often. When it pops up it's usually because someone is using legal counsel intensely for a moment in time, and Governing Boards have a budget, they freak out a little bit and decide to try to control it. When Boards try to control it, what they tend to do is try to suck it into a "let's make it so only the Board Chairman can authorize legal counsel". There is a myriad of problems with that. What if the Board Chairman is the one that's causing the problems? And no one else can contact legal counsel. Over the years, I have discouraged that and I built it into the Resolution. It simply says anybody who needs me can contact me, and somebody needs to let you know so you can decide to not contact me anymore and not spend the money. My experience has been that most often, 99% of the time, I am contacted by the Board Chair and the Chief. Sometimes the Chief tells the people on Staff to contact me for legal expertise. I know you have a Human Resources specialist on staff who may contact us. We have 10 attorneys in the office. A couple of them specialize in Human Resources and Labor stuff. Several of us do employment and Government representation. I try to focus on Fire, Water, Hospital.

That is what I do day in, and day out. I've lectured on this at the International Fire Chiefs conference from time to time, and of course you have probably had the pleasure of my presentation, sorry about

that. I am happy to chat about any topics you care about now. I suggested to the Board Chair that if you are going to use us, you probably ought to make that decision ahead of a couple of things that are on your agenda. I will walk you through a couple of things that might be useful. In terms of expense and the hourly rate for our office for my time is $300 an hour. But I don't give that to Fire Districts. There are about 157 Special Taxing Districts in the State. There is Water, there's Sewer, there's Road, there is a ton of them. We represent a bunch of them and all their budgets are unbelievably tight, and so I set my rate at $200 an hour for Fire and have never changed it in forever. I charge one way for travel. Doing that has allowed me, over the years, to never have to have a discussion about my rate or my fees. That is never an issue. If I have an issue it's because my rates are little low and it causes me to be inundated sometimes with work. I have managed that by assigning work within my office to one of the other tenured lawyers. On occasion I will bring one with me because it requires two brains instead of one, or I'm going on vacation or whatever. When I do that, I split the fee with my partner and I bring them at no charge. I've never, ever had any concerns with our fees because they are low, and I like it that way. The last thing I want to do is apologize for a fee. I am happy to answer any questions you might have. We have huge experience at mergers, consolidations, and authorities which are popular now. I'm responsible for the largest merger in the State and the oldest merger in the State and the largest authority in the State. I travel a lot so I have the benefit of knowing what everybody else is doing. I represent dozens and dozens of Fire Districts. It gives me a sense of what's going on. If I had my druthers, I'd come to all of your meetings. I don't know if you want me at all of them, but I sure would like to come to some of them. Out of all the Districts I represent, there is a handful that have me at every meeting.

Most of them don't because of the expense, probably. Most of our work is done over the phone I would hope that I have an opportunity to join you in this meeting from time to time. I'm old school a little bit and I like to look people in the face which makes for easier communication. It's doable otherwise. I'm down here all the time for other clients and I try to package them in ways where I can meet with 2 or 3 during the same trip. That is kind of a summary of how I typically handle things.

Director Strand addressed William Whittington and stated that one of the problems we had before with the presence of a lawyer at every Board meeting, was of course we paid for it. It sounds like from what you just said, you will only be here if we ask you to.

William Whittington said yes, that is true. There is a flow to it. Larger Districts, and I consider you one of the larger Districts and one of the better organized Districts in the State. I've done work for you in the past. I was your hearing officer for personnel matters back in the day, and occasionally Donna would call me for a consult. But I haven't been here on a regular basis. The Board members that have me come to every meeting get used to it. Being good or bad, they like being able to ask the questions right then and right there, right now and get an answer. You don't have to say "let's find out what the lawyer thinks". I can answer most of these questions. I do so much Fire stuff, that I intuitively know a lot about it. If I'm not here, you have to put it off to get an answer. It's handy as all get out to have me here, but if it's not economically reasonable, then you just can't. I find that the larger Districts that I represent try to have me at every meeting. If I can't be there I send somebody from my office. 70% of my clients don't have me at every meeting. A smattering of them will have me during crisis mode for 4 or 5 meetings in a row when things are getting weird and they want some legal help. And then there's a smattering that has me just call in which is not as much fun but it is doable. I always call the Chairman or the Chief and ask if I am coming up to the meeting. That gives us an opportunity to talk about what is on the agenda. The Chief and I did that tonight on my way up here. I called and asked him is there anything we need to kick around?

Director House stated that he is really glad that William Whittington has dealt with mergers because this Board has actually looked at that and is a possibility for the future because we don't know what the future is going to hold for Fire Districts and there may be a time when we might have to do that. We've actually reached out to other Fire Districts and groups to find out how they went about it, and were finding the good and the bad with it. I am glad to hear that you covered that and are familiar with that. I would still like to have legal counsel, if you can't be here, then someone from your office be here for our meetings. We normally have legal counsel here at every meeting as a precautionary situation. We never know what may arise in any given meeting, things can come up at any time. During the last year or two, it has been turbulent. It is good to have legal counsel sitting at our meeting. My personal opinion is that we would have someone, if it can't be you, somebody from your office attend our meeting.

William Whittington stated that he would prefer that it be himself to attend our meetings because this is what he does. Sometimes he'll bring somebody that does this for him and they do fine work. I've ask the other District that shares your timeslot with you, sometimes other Districts can be territorial. This is our night, this is when we've been meeting. It takes time to adjust. If you decide to use us, I do have a few recommendations on how you manage going into Executive Session for legal advice.

Chairman Cross asked if Radar Mayrose were here?

Acting Assistant Chief Mooney said he was having them come and then he was asked to not have them come.

Director House asked Chairman Cross if we want to do a motion or do we want to have a discussion on Chief Farber's evaluation or go back to agenda item 5?

William Whittington stated to the Chairman of the Board, that he doesn't want to be presumptuous, but if you were to decide to hire us you would assign a number to the Resolution and adopt the Resolution. My copy does not have a number on it, does yours Mr. Chairman?

Chairman Cross said it does not.

William Whittington said to Mr. Chair that he should assign a number to it. You can make one up.

Chairman Cross assigned the number 2018–321 to the Resolution. Chairman Cross requested a motion to adopt this Resolution.

Motion by Clerk Gehrt to approve Resolution 2018-321, a formal Resolution of the Governing Board for the, Superstition Fire & Medical District authorizing the use of William Whittington of the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C., as legal counsel on an as-needed basis regarding general matters, and authorizing the Fire Chief, Staff and the Governing Board to contact said counsel. **Seconded** by Director Strand.

Vote 5 ayes, 0 nays. **MOTION PASSED**

Legal Counsel William Whittington made a recommendation to the Board to entertain a Motion to go into Executive Session under A3 for legal advice on items 5 and Executive Session under A1 for item 10. That will allow you to break into Executive Session for personnel matters if you choose to do it

to talk to the Interim Chief about his employment. It would allow me to give legal advice on item number 5 and legal advice on the Interim Chief issue. I can lay out the process that typically is used to decide how you want to proceed there. That way you don't have to come out from Executive Session and vote and then go into a new Executive Session. You can handle it in one Motion.

Motion to go into Executive Session at the end of item 14 for legal advice and personnel matters under A3A1 as mentioned. **Seconded** Director Strand and Clerk Gehrt.

Vote 5 ayes, 0 nays. **MOTION PASSED**

12. Reports (BOD #2018-03-11)

- Senior Leadership Team
- Labor
- Pension Board
- Board Sanctioned Committees

Fire Chief Report

Interim Fire Chief Farber started off his report by saying he met with the Bureau of Land Management and Dr. Anderson with the Apache Junction Unified School District regarding our Regional Training Center. It was a very good meeting. One of the things I ascertained is that the School District has no desire to staff the school at any time in the near future. In fact, they were looking at possibly 10 to 15 years as a remote possibility, and at that point it would be very expensive. They said that they have no issue with us sub leasing with the Arizona Department of Forestry. The BLM didn't want to deal with us. Everything would be between us and the School District. Everything between the school and the Bureau of Land Management would be between them. They are 4 years past the date for renewal of the lease. They are going to be doing an environmental impact study of the school in the next month or two before they would even be able to sell it or anything else, which is roughly $7,000. They did give us permission to sublease to the Arizona Department of Forestry. I talked to Dr. Anderson afterwards and she indicated that they are amenable to subleasing with us as well. They will be having a school board meeting on Tuesday, March 27, 2018 and they will be entertaining the addendum that we put in on our lease and if they approve that then we should be able to go ahead and sublease. At least we will be able to have cost recovery for the expenses that we have down at the RTC. They said it would be fiscal year 2019 before they finish all the nuances and paperwork that they need before they can entertain the idea of whether or not to sell. Earlier discussion with the Department of Forestry is they are all in and they want to help us buy that property. Whether or not that is feasible, I do not know, but at least it is extremely encouraging that we are moving in the right direction. Previously it had been since 2010 since the School District had spoken to the BLM. Chief Dave Montgomery and myself had spoken to them in 2014. At that point they had said they would have to look at it for several years. Well, so now we are at several years.

We accepted a check from Golden Vista RV Resort for $10,365.67. This was one of the neatest experiences I've had. Approximately 250 people sitting there and they gave us a standing ovation. You don't really realize just how important you are to the people in the community until something like that happens. Coming up with $10,000 at the last minute wanting to do something for us. They brought a band in, they had us judge a chili contest and all kinds of stuff. I was shocked and impressed. It was a really neat experience.

You've heard me talk about NFPA1710. We are a medium risk community and ISO (Insurance Service Offices) rates our ability to respond. That states that there should be 2 Engines and a Ladder in 8 minutes or less. The other part which isn't NFPA1710 so much, is Effective Response Force. It comes out of

accreditation and it comes out of what we're supposed to be judged by. That is 16 to 17 Firefighters in a medium risk community, which is what we are. Effective Response Force first unit will arrive in 5 minutes and 12 seconds, the second unit in 8 minutes and the balance in 10 minutes and 40 seconds. This is something that we have never met and now we are meeting this on a regular basis.

530 West Apache Trail, more affectionately known as Burger King, we had 5 units there in 7 minutes and 54 seconds and the Battalion chief was 10 minutes 31 seconds and then our slowest unit, which is actually not even an accurate time, Engine 261 says 12 minutes and 16 seconds. That was the first unit on the scene so the time had to be better than 4 minutes and 20 seconds. What we noticed is, we have some data issues. The Battalion Chief was originally one hour. Even if he was asleep he would be able to get there quicker than an hour. It just goes to show that sometimes guys get to the scene and forget to hit the button, so we have to track it down. When we move to HALO, eventually, it will measure when we move. There will be no more embellishing times. I think that will fix a lot of our data. Burger King was a $30,000 loss on a $1.2 million business as well as all the economic loss impact when you have a business that is closed for a while.

The second call was 699 E. Montebello which is a 2500 square-foot house. It was an attic fire, approximately $8000 worth of damage. Principally because the first unit was there in 2 minutes and 16 seconds. The second was the BC in 4 minutes 45 seconds and 6 minutes 10 seconds. As you can see, according to the accreditation, all our units were according to the NFPA1710.

501 E. Estevan shows the first 2 units in 2 minutes 48 seconds and 4 minutes 41 seconds and 8 minutes 3 seconds. When we first did our ISO rating, there were 3 calls out of 20 a couple of years ago and last year there were 0 calls of 3 units within 8 minutes, so this is making a big difference.

Sick Leave has gone down 34% within the last month. We had about 500 in February and the year before in 2017 was about 750. I think we had about 1290 in January and now were all the way down to about 300 so this is making a huge difference with Sick Leave.

Response times – The Dispatchers response time has improved. Turnout times have stayed the same year in and year out. NFPA1710 says that for medical calls, we have to be turned out in 60 seconds or less 90% of the time. For structure fires, we have to be turned out in 90 seconds or less 90% of the time. We are at 53 seconds so overall that's pretty good. That includes everything. Obviously, I would like to have a little better but were working on it. Here's the neat part: last month was 4:57. Last year's total was 5:18, maybe 5:30, so we moved down quite a bit in January. In 2017 in February, we were at 4:47, now were all the way down to 4:31 in 2018. That is a remarkable response time. That is the "Golden Standard".

In the month of February, we had 3 cardiac arrests that we brought back, including one just today. Some of that is attributed to response time and some of that is attributed to the fact that we just have exceptional crews. When I started, we were lucky to get 3 a year. We are doing this on a regular basis. I keep getting more and more compliments. Ryan Elowe isn't here, but I wanted to give him a shout out. His crew had 3 calls in which they had a person in need.

In one case, they had a lady whose hip popped out in church. Her husband was confused and really didn't know where to drive, so one of the guys drove him to the hospital. Another situation was a lady who was really upset and she needed to get out of her house due to domestic issues. She was afraid to leave her car there because she thought her husband was going to take stuff from her car, so one of the guys drove her car to the hospital while the crew transported her to the hospital. They realized she didn't have enough fuel in her car. They were worried about even getting to the hospital themselves, so they got together $15 and put $15 of gas in her car, which gave her a quarter of a tank of gas. There's just some remarkable stuff that our people are doing on a daily basis and we don't always hear about it. I always pass it along when I get something official. I ask for it in writing but naturally they don't want to do that. I just wanted to brag a little bit about how good we're doing.

Operations

Acting Assistant Chief Richard Ochs stated that there is plenty to brag about. The crews are doing phenomenal. This is been a very busy month. I try to choose just a few of our significant incidents to share with you, but we had to narrow that down again this month for time purposes. March 1 we had a minor bus accident at one of our elementary schools. Both of those buses were fully loaded and that involved us evaluating a total of 19 adults and children. That became a large and time consuming event. March 3 there was a fire in a large class A motorhome outside of a residential home. That fire extended into the home before the crews arrived. This was way up by the Goldfield mountains, so there was an extended response time, no water supply in that particular area. Again the crews were on the ball took the tendor with them and had a great response. They were able to make entry into the home quickly and have very minimal loss. The fire was already extended into the attic space and they did a great job. Also on March 3 there was a major motor vehicle accident on US 60 and I can tell you that that was attributed to the Renaissance Festival traffic that resulted in a fatality. It was another first alarm medical assignment where we had a multitude of people that had to be treated or evaluated. Most recently there was another major motor vehicle accident at US 60 and Tomahawk also related to the Renaissance Festival traffic. On March 17, we did have a commercial working fire at the Home Depot in the city of Mesa. Our crews responded on that first alarm event. That became very involved and I think we have a photo to show you. Most recently there was an electrocution at 400 N. Plaza Drive. A gentleman got into a very, very high powered distributor box and, unfortunately, succumbed to his injuries the following day. Our crews did a great job they were able to restore his heart beat, deliver him to the hospital in a condition where he may have had an opportunity to live, but the burns were severe. Recently we had a house fire on N. Delaware Drive. Again, crews had a great stop on that fire attributed because we were able to get the 2 in 1 there in a timely manner.

Some other simple updates. The Renaissance Festival has 2 more weeks of service. It seems to go on for a very long time. We just completed annual radio maintenance for all of our apparatus and portable radios. That included the installation of the new VHF radio channels. We were scheduled tentatively for May 1 to start operating fire incident scenes on VHF channels, which will be a change for us. The Training Center was recently under review by the American Heart Association. We are a registered training site for them. We are an affiliate faculty and we teach quite a few CPR classes to the public each year. That is not uncommon for them to come and do a review. They actually sat in a class they went through our records, and spent some time with our training staff. They did a very thorough review. According to our EMS Staff , Captain Gomez, this was the first year that we've ever received a perfect grade. We had a perfect score all the way through it. There is about 20 criteria items. Typically we have some areas they suggest we clean up but this year, it was perfect.

Training – we're in between EMS training, so there is nothing scheduled currently. We do still have some various Wildland classes going on that some of our persons are participating in. Technical Rescue Team is training in Tempe and Scottsdale. I think it's the same training that you saw last month, because this is a 9 week cycle. Quarterly ladder training is still doing vehicle extrication at Chandler. I think we are down to our last crew that is going to rotate through.

We sent our Type-3 crew last night to North Texas, Abilene. North of I 40. They have been deployed, and we have no idea yet how long they will be there, but it is likely that they will fulfill their 14 days assignment.

Director Cross asked the question "regarding the 2 car accidents on the US-60, how do you contribute those to the Renaissance Festival?"

Interim Chief Mike Farber responded at that time, it was 6:10 PM and traffic was at a complete standstill. A van hit the back of a truck and there was really no skid-marks. The Festival gets out at 6 o'clock and people start leaving at about 5:30 PM, usually after the last joust. I think we had a wreck on Saturday that was also attributed to the Renaissance Festival at about 10:40 AM going eastbound around Tomahawk. The traffic is just extremely backed up, so if you're going 65 mph and suddenly you look up in the traffic stop then… crash. We have had a lot over the years. We can't actually prove that to the Renaissance Festival, but it was certainly a contributing factor.

Acting Assistant Chief Richard Ochs said the van was full of employees who had been serving alcohol and everybody was drunk. People were out in the sun too long and drank too much and that was their testimony on the scene.

Interim Chief Mike Farber said that it was actually a very sad event.

Director House said the only reason he brings that up is because Renaissance Festival, next year, will feature nighttime jousting and dinner, so they are going to change it all around if he gets his way so they're going to have nighttime Renaissance Festival. That may challenge us even more. When I get more information on that we'll have to prepare ourselves.

Acting Assistant Chief Richard Mooney said I would like that because we are going to redo their contract and Anna and I are going to negotiate with them. They're going to extend the hours and were looking at doing two crews if not three because of the number of people that will be out there.

Director House said the only reason I mentioned it is because we are continuing to work with ADOT to try and reduce the traffic situation for the Renaissance Festival and so, if the crashes were directly attributed to that, I can make an argument with ADOT.

Planning & Logistics Update

Acting Assistant Chief Richard Mooney began talking about things we've been doing in the Pub Ed area with Tina. SFMD hosted Arizona Fire and Burn Educator Association quarterly meeting and training, the Golden RV Resort Held a Potato Bake SFMD Fundraiser. Crew and Staff Participated. 2018 Aging Symposium attended by Tina Gerola, Community Risk Reduction Specialist. We did a First Aid demonstration with Children's Sidewalk Ministry group. SFMD led the Golden Vista RV Resort's St. Patty's day parade. SFMD participated in CAAFA's (Community Alliance Against Family Abuse) Community Event at Prospectors Park. Just this morning, Chief Farber and I attended the Mayor's Breakfast, and they focused on the homeless issues for the city. They talked about making water stations around the city and also to distribute water around the city. I will talk to Tina about this. We can actually make our fire stations (especially station 3 and station 1) drop off locations as well as distribution station and we can make that known to the public. Maricopa County does that.

In our Transportation Division, Jeanette Bodley recently resigned. She wants to go ahead and retire and go on her own so that caused a vacancy in the Paramedic position. Erick Fuentes has promoted to the 42 hour Paramedic due to her resignation. He completed his Paramedic just last year with tuition reimbursement program on his own. Passed his test in January 2018. This vacancy opened up and we posted it internally and he applied and got a panel interview and also interviewed with Chief Farber and Union Vice President John Walka. He passed that with 80% so he was promoted to a 42 hour position. He'll be starting that on April 1. His last day is the 28th or 29th of March on B-Shift. Based on his vacancy, that created another EMT vacancy and we went to our list. Christopher Donahue has accepted a tentative offer for a full-time-42 hour EMT position. That is pending background investigation. He's coming from AMR. We hope to get him sometime in April but we have to wait for his background to clear.

Transportation Services

Transportation Services Manager Billy Warren stated that as you can see with this slide, it just demonstrates the increase in call volume that we've had since last year. February was not quite as high as January was, but it was still significantly higher than it was last year in 2017. For March, we are on target to hit over 500, so we are definitely higher than last month.

The other thing that we wanted to talk about is that the ALS/BLS mix is different than we expected in the budget for FY17/18. The total transports are 6.3% higher than we budgeted, so with that, our gross billings are pretty much right on target, and are actually 2.3% above budget. Another interesting thing is that the average cash collected for FY16/17 is now at about $529 a transport. So, our ALS rate is about $1,066 for ALS transport, but what we actually collect on average is $529 a transport. That is between ALS and BLS. That is 44.2% of our gross, which is higher than the national average which is about 43%. If you look at our payer mix, which is high Medicare, which reimburses at the lowest rate, to have a 44% collection rate is really a testament to the process and how everything is working. Everything from Q&A, to monitoring the billing company closely, Finance and everyone in the District all working together to make this successful. We're shooting for higher but 44.2% is an awesome target that we hit.

Acting Assistant Chief Richard Mooney thanked Billy and Roger. If you noticed, their projections were within 2.3%. They were actually below that. We always shoot to budget under, that way, just in case for some reason it doesn't, but they were right on with these numbers. They projected these numbers last year. Roger and Billy did an outstanding job projecting what our Transports would be, within 2.3%.

Transportation Services Manager Billy Warren said that one thing that is going to be helpful is, from here on out, since we obtained the BLS operation from AMR in late March of last year, so the FY16/17 budget was difficult because we didn't have actual numbers for the BLS operations, but basically we did our best guess at that and we came pretty close. Starting next month, we will have actual numbers to compare to, so we will see how accurate our budget really is, and that is going to really help with this next year's budget.

Administrative Services Update

Acting Administrative Director Anna Butel talked about an employee benefit survey for open enrollment, which is right around the corner. Administration in conjunction with Labor sent out a survey for our employees to find out how satisfied they are with our current package, and if they were having any problems. It went remarkably well. There were very few problems reported from switching from United Healthcare last year to Blue Cross Blue Shield. There were a few glitchy things, but those things were all resolved. This is a testament to our broker, Benefit Logic. The biggest, most common thing, was high premiums. I think everybody says that about healthcare, and so we kind of expected that. Overall, the services we provide to people, they were all very satisfied as a package.

The second thing that we did was train a backup person in payroll. This was identified as a risk some time ago. It can be problematic if the payroll person is sick or wants a day off or vacation on a payroll week, so Lori Hlavin trained Kelly Bartz as a backup for payroll, and I am happy to report that we have a person prepared to step into that role in the event of an emergency.

Verizon / Review of Station 265 - out at Station 265, we've had a lot of reports from that station that the signal is not very good, having difficulty getting information to the MCT's, and for a long time, since we built the station, Verizon has come out and put a lot of assets on the roof (meters and things), and over time, that is become outdated. Another Engineer had come out and he had assessed that there is a cabling problem at the site that needed to be updated. The real icing on the cake, is it took a lot to get Verizon to come out and do a site review, and he was sitting in his car at Station 265 and he goes to make a phone

call and his call wouldn't connect. So, that was good and all the crew was there, a couple of the BC's and Chief Mooney was there, they had the map on the wall and the signal drops off they were drawing on the map and so they have a very clear idea of what the problem is now. It's a big impact on operations. I talked to the technician this morning that's going to be doing some of the work so hopefully they're going to get that off the ground and get it all fixed up and maybe the service will be a little better in Gold Canyon.

Lastly, we submitted the Fire Prevention and Safety Grant that is to fund the Community Risk Reduction Specialist for the following fiscal year.

13. New Business / Future Agenda Items (BOD #2018-03-12)
N/A

14. Announcements (BOD 2018-03-N/A)
N/A

Legal Counsel William Whittington approached the Board and said he had a chance to look at our Agenda and there are some housekeeping items that may need some legal advice. If it please the Board, I recommend that you modify your agenda and make a Motion to go into Executive Session for agenda items number 5, 9, 10 and 11.

Chairman Cross made a **Motion to go into Executive Session at 7:06 PM. Seconded by** Clerk Gehrt.

Vote 5 ayes, 0 nays. **MOTION PASSED**

The Executive Session ended at 7:27 PM. Chairman Cross reminded everyone that what was discussed in the Executive Session is not to be discussed with anyone. He ended the Executive Session and returned to the Regular Session.

Chairman Cross wanted to go back to agenda item #10 regarding the Interim Fire Chief evaluation. The evaluation form that everyone has seen is the form that will be used for all employees.

Interim Fire Chief Farber stated that is the current one were using but he did have Anna add a section because in the past it didn't include financial acumen, so he added that but generally that is what we use for everybody else. We figured that you would modify it however you needed to.

Director House stated that he feels like it's fair that the Fire Chief uses the same form that all the other employees use. He thinks it's uniform and he thinks it's a good idea. It's very efficient and it's very thorough, which is good for us.

Chairman Cross asked if the Board wants this form to go out to the Senior Leadership Team, or a modified 360 evaluation, or just have the Board do the evaluation?

Director Strand said he feels like the Senior Leadership Team is already busy enough and this is more of our issue.

Clerk Gehrt also added and reminded the Board that these are all interim positions.

Director Moeller said he would like to see one go out to Labor to get their input on it as well. Labor works a lot more with Chief on daily basis than we do.

Director House stated that going forward, if and when we do actually put a Fire Chief in place, he would like to see us go back and do a 360 review at that point in time. But at this particular time, with the interim situation, I think the Board should do this.

Chairman Cross said he feels like the Board should be doing the evaluations.

Acting Administrative Director Anna Butel told the Board that she would send out an electronic fillable to each of them.

Chairman Cross suggested the Board that once they are done filling it out send it to the Board Clerk, Mr. Gehrt so he can tally and formulate the results.

Director House suggested that we could have them all sent to Mr. Whittington for review. We have done that in the past.

Chairman Cross said we will forward the evaluation forms, once they're completed, to Mr. Whittington.

15. Adjourn (BOD #2018-03-13)

Motion by Director House at 7:32 PM to adjourn the meeting. **Seconded** Director Strand.

Vote 5 ayes, 0 nays. **MOTION PASSED.**

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Sherry Mueller's

Appendix B

b) Executive Session Meeting Minutes from March 21, 2018

Submitted By
Chairman Cross
Board Secretary Sherry Mueller

Background/Discussion
Executive Board Meeting Minutes are confidential.

Financial Impact(s)/Budget Line Item
N/A

Staff Recommendation:
Approval of the March 21, 2018 Executive Session Board Meeting Minutes

Enclosure(s)
Executive Session Minutes – Confidential

Appendix C

c) Refuse Collection Service

Agenda Item Title
Changing Refuse Collection Companies

Submitted By
Facilities Supervisor Vaughn Croshaw

Background/Discussion
This item comes before the Governing Board for review and possible board action to change the annual refuse collection contract from Allied Waste to Right Away Disposal (RAD). A review of the current service contract with Allied Waste revealed increased costs for services over the past several years.

Allied Waster annual fees: $7,449.52
RAD annual fees: $4,620.00

RAD is proposing a 5 year contract with no increased costs over that time. They are a local company.

Financial Impact(s)/Budget Line Item
Financial impact to the District reflects an estimated annual savings of $2,830.00

Enclosure(s)
A breakdown of costs per station from RAD

A copy of our current invoice from Allied Waste

A copy of the 5 year contract from RAD for each Station for Board signatures if approved

Date: March 6, 2018

For: Superstition Fire & Medical District

Attn: Barb Duffel– Fleet & Facilities Specialist

Re: Front Load Trash Services

PROPOSAL

Thank you for the opportunity to bid on your Front Load Trash service!

Please review the following:

- **1– 4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total- $55 Per Month —3955 E. Superstition blvd. Apache Junction, AZ
- **1- 4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total- $55 Per Month— 1135 W. Superstition Blvd. Apache Junction, AZ
- **1– 4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total- $55 Per Month- 1455 E. 18th Ave. Apache Junction, AZ
- **1-4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total- $55 Per Month– 1645 S. Idaho Rd. Apache Junction, AZ
- **1– 4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total- $55 Per Month- 7557 E. Us Highway 60 Apache Junction, AZ
- **1– 4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total- $55 Per Month- 3700 E. 16th Ave Apache Junction, AZ
- **1– 4 cu. Yard Trash Front Load Container, serviced 1x per week**
  Total– $55 Per Month– 9294 E. Don Donnelly Trail Gold Canyon, AZ

TOTAL Per Month: $385 Per Month

****Free Delivery on a 5 year contract****

Right Away Disposal does not charge any additional fuel or environmental fees.

Missy Stephenson
Commercial Sales Executive

Right Away Disposal
direct | 480.297.9203 • office | 480.983.9100 • fax | 480.983.9102
Missy@RADservices.com • RADservices.com

Waste & Recycling Facility
3755 South Royal Palm Road, Apache Junction, Arizona 85119

REPUBLIC SERVICES

4811 W. Lower Buckeye Road
Phoenix AZ 85043-810404

Customer Service (602) 237-2078
RepublicServices.com/Support

Account Number	**3-0753-5006006**
Invoice Number	0753-004820296
Invoice Date	February 28, 2018
Previous Balance	$592.68
Payments/Adjustments	-$592.68
Current Invoice Charges	**$592.68**

Total Amount Due	Payment Due Date
$592.68	**March 20, 2018**

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 02/23	1760	-$592.68

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Superstition Fire & Medical Di 3955 E Superstition Blvd PO C 158				
Apache Junction, AZ Contract: 05f/E (C1)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week			$102.89	$102.89
Pickup Service 02/01-02/28				$5.14
Fuel Recovery Fee				$108.03
Location Total				
Superstition Fire & Medical Di 1135 W Superstition Blvd PO C 158				
Apache Junction, AZ Contract: 05f/E (C1)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week			$102.89	$102.89
Pickup Service 02/01-02/28				$5.14
Fuel Recovery Fee				$108.03
Location Total				
Superstition Fire & Medical Di 1455 E 18th Ave PO C 128				
Apache Junction, AZ Contract: 05f/E (C1)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week			$102.89	$102.89
Pickup Service 02/01-02/28				$5.14
Fuel Recovery Fee				$108.03
Location Total				
Superstition Fire & Medical Di 1645 S Idaho Rd PO C 158				
Apache Junction, AZ Contract: 05f/E (C1)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week			$102.89	$102.89
Pickup Service 02/01-02/28				

L2RCFTDTDZ 000127 1NNNNNNNNN NNN NNN 001 002 000573 20711762.1

REPUBLIC SERVICES
4811 W. Lower Buckeye Road
Phoenix AZ 85043-810404

Please Return This Portion With Payment

Total Amount Due	**$592.68**
Payment Due Date	**March 20, 2018**
Account Number	**3-0753-5006006**
Invoice Number	**0753-004820296**

Total Enclosed

Address Service Requested

For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

L2RCFTDTDZ 000127
SUPERSTITION FIRE & MEDICAL DI
565 N IDAHO RD
APACHE JUNCTION AZ 85119-4014

REPUBLIC SERVICES #753
PO BOX 78829
PHOENIX AZ 85062-8829

30753500600600000048202960000592680000592682

REPUBLIC SERVICES

4811 W. Lower Buckeye Road
Phoenix AZ 85043-810404

Account Number	**3-0753-5006006**
Invoice Number	0753-004820296
Invoice Date	February 28, 2018

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Fuel Recovery Fee				$5.14
Location Total				$108.03
Superstition Fire & Medical Di 7557 E Us Highway 60 PO C158				
Apache Junction, AZ Contract: 05frf (C1)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week			$80.64	$80.64
Pickup Service 02/01-02/28				$4.03
Fuel Recovery Fee				$84.67
Location Total				
Superstition Fire & Medical Di 3700 E 16th Ave CSA A16779076				
Apache Junction, AZ Contract: 05f/E (C1)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week			$72.28	$72.28
Pickup Service 03/01-03/31				$3.61
Fuel Recovery Fee				$75.89
Location Total				$28.20
Total Fuel Recovery Fee				**$592.68**
CURRENT INVOICE CHARGES				

L2RCFTDTDZ 000127 1NNNNNNNNN NNN NNN 002 002 000575 20711762.1

REPUBLIC SERVICES

4811 W. Lower Buckeye Road
Phoenix AZ 85043-810404

Customer Service (602) 237-2078
RepublicServices.com/Support

Account Number	**3-0753-0122275**
Invoice Number	0753-004726225
Invoice Date	December 25, 2017
Previous Balance	$63.00
Payments/Adjustments	-$63.00
Current Invoice Charges	**$84.34**

Total Amount Due	Payment Due Date
$84.34	January 14, 2018

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 10/09	26847	-$63.00

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Superstition Fire & Medical Di 9294 E Don Donnelly Trl Gold Canyon, AZ Contract: 05frf (C1)				
2 Waste Container 90 Gal, 4 Lifts Per Week				
Extra Resi Service 01/01-03/31			$27.75	$27.75
Pickup Service 01/01-03/31			$52.57	$52.57
Total Fuel Recovery Fee				$4.02
CURRENT INVOICE CHARGES				**$84.34**

265

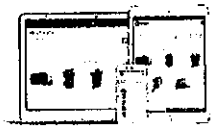
230

VENDOR # Allwasi
ACCOUNT # ~~100 10 6058012~~
APPROVAL
DATE PAID 1/3/18
WARRANT # ~~27125~~

JAN 02 2018

MY RESOURCE™: ONE APP. MANY FUNCTIONS

Pay your bill, schedule a pickup, and much more with My Resource.
RepublicServices.com/MyAccount



L2RCATUTBR 001628 1NNNNNNNNN NNN NNN 001 001 003259 20644538.2

SERVICE AGREEMENT

RIGHT AWAY DISPOSAL

PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 3955 E. Superstition Blvd.

CITY, STATE, ZIP Apache Junction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)
1	Front Load Tr	4 cu. Yard	1x Per Week	$ 55.00 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
Cross Streets: Superstition Blvd & Arroya Rd.				$ Total $55 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ NET CHANGE $55

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

Minimum of 0 haul every 0 days or a $ 0 daily charge will be added to your bill (non-usage fee)

THIS AGREEMENT BEGINS ON May 1, 2018, OR UPON THE EXPIRATION OF ANY EXISTING AGREEMENT.

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER, FAXED COPY DEEMED AS ORIGINAL.

CUSTOMER'S SIGNATURE

PRINT NAME

TITLE DATE

SALES REP'S SIGNATURE

PRINT NAME

TITLE DATE

WHITE - OFFICE COPY YELLOW - CUSTOMER COPY

SERVICE AGREEMENT

RIGHT AWAY DISPOSAL

PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 1135 W. Superstition Blvd.

CITY, STATE, ZIP Apache Junction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)
1	Front Load Tr	4 cu. Yard	1x Per Week	$ 55.00 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
Cross Streets: Superstition Blvd & N. Valley Dr.				$ Total $55 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ **NET CHANGE** $55

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

Minimum of 0 haul every 0 days or a $ 0 daily charge will be added to your bill (non-usage fee)

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SERVICE AGREEMENT

RIGHT AWAY DISPOSAL

PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 1455 E. 18th Ave.

CITY, STATE, ZIP Apache Junction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)	
1	Front Load Tr	4 cu. Yard	1x Per Week	$ 55.00	Month ■ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
Cross Streets: 18th Ave & Tomahawk				$ Total $55	Month ■ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
				$ NET CHANGE $55	

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

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TITLE DATE

WHITE - OFFICE COPY YELLOW - CUSTOMER COPY

SERVICE AGREEMENT

RIGHT AWAY DISPOSAL

PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 1645 S. Idaho Rd.

CITY, STATE, ZIP Apache Junction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)
1	Front Load Tr	4 cu. Yard	1x Per Week	$ 55.00 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
Cross Streets: 16th Ave. & Idaho Rd.				$ Total $55 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ **NET CHANGE** $55

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

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SERVICE AGREEMENT

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PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 7557 E. Us Highway 60

CITY, STATE, ZIP Apache Junction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)
1	Front Load Tr	4 cu. Yard	1x Per Week	$ 55.00 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
Cross Streets: US 60 Highway & Montesa Way				$ Total $55 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ NET CHANGE $55

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

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SERVICE AGREEMENT

RIGHT AWAY DISPOSAL

PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 3700 E. 16th Ave

CITY, STATE, ZIP Apache Junction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)	
1	Front Load Trs	4 cu. Yard	1x Per Week	$ 55.00	Month ■ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
Cross Streets: 16th Ave & Broadway Ave				$ Total $55	Month ■ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
				$	Month ☐ Lift ☐
				$ NET CHANGE $55	

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

Minimum of 0 haul every 0 days or a $ 0 daily charge will be added to your bill (non-usage fee)

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SALES REP'S SIGNATURE

PRINT NAME

TITLE DATE

WHITE - OFFICE COPY YELLOW - CUSTOMER COPY

SERVICE AGREEMENT

RIGHT AWAY DISPOSAL

PO Box 52768
Mesa, AZ 85208
480-983-9100 Fax: 480-983-9102

BILLING NAME Superstition Fire & Medical District Administration Office
BILLING ADDRESS 565 N. Idaho Rd.
CITY, STATE, ZIP Apache Juction, AZ 85119
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel ORDERED BY Barb Duffel

ACCOUNT NAME Superstition Fire & Medical District
SERVICE ADDRESS 9294 E. Don Donnelly Trail

CITY, STATE, ZIP Gold Canyon, AZ 85118
TEL # (480) 982-5929 FAX #
CONTACT Barb Duffel CONTACT #

Quantity	Type	Size	Frequency	Charge(s)
1	Front Load Tr	4 cu. Yard	1x Per Week	$ 55.00 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
Cross Streets: Don Donnelly Trl & E. Diana Dr.				$ Total $55 Month ■ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ Month ☐ Lift ☐
				$ **NET CHANGE** $55

SPECIAL INSTRUCTIONS:

INITIAL TERM: 60 months **RENEWABLE?** ☑ Y ☐ N

SCHEDULE OF CHARGES

Invoice amount due Net 10 Days. A late charge of 1½% per month will be charged on all accounts over 30 days.

Service Charge Per Month	$ 55.00
Casters/Locks	$ N/A
Extra Pick-Up Charges Per Lift	$ 55.00
Charges Per Yard/Ton	$ N/A
Hauling Per Load	$ N/A
Disposal Per Ton	$ N/A
Disposal Allowance	N/A tons
Delivery	$ Free
Dry Run/Relocation Charge	$ N/A
Fuel Surcharge	$ N/A
Equipment Rentals	$ N/A

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CUSTOMER'S SIGNATURE

PRINT NAME

TITLE DATE

SALES REP'S SIGNATURE

PRINT NAME

TITLE DATE

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Appendix D

d) Physio-Control Monitor Service Plan Agreements

Agenda Item Title
Physio-Control Monitor Service Plan Agreements

Submitted By
Captain Mark Gomez

Background/Discussion
Below are three agreements that relate to the maintenance and service of the District's Physio-Control LikePak 12 and LikePak 15 monitors. Staff is consolidating the current multiple agreements into a single multi-year service agreement to the extent possible. However, due to the age of the LifePak12 monitors, their service agreement must be quoted separately as Physio-Control only provides a one-year service plan for these older units.

The three agreements below are:

1. LifePak 12 – 3 units on a one-year service agreement ($4,637.52)
2. Like-Pak 15 – 5 units on a "gap" service agreement to allow for alignment with the service agreement for the other 4 units ($759.58)
3. Life-Pak 15 – 9 units on a multi-year service agreement ($31,525.27)

To be fully executed, the Physio-Control agreements must be approved by the Board, and signed by the SFMD Board Chair.

Financial Impact(s)/Budget Line Item
FY 2018 – 2019 / Accounts 100-40-61530-41 and 150-40-61530-41 / approximately $23,703

Enclosure(s)
Physio-Control Service Quote 00119765 - $4,637.52
Physio-Control Service Quote 00119766 - $759.58
Physio-Control Service Quote 00119767 - $31,525.27

PHYSIO CONTROL	**Physio Control, Inc.** **11811 Willows Road NE** **P.O. Box 97006** **Redmond, WA 98073-9706 U.S.A** **www.physio-control.com** **tel (800) 442.1142** **fax (800) 772.3340**	**Quote Number** **Create Date** **Quote Expiration Date** **Quote Consultant**	00119765 3/26/2018 5:00 PM 06/24/2018 Trish Lundeen (425) 867-4785 trish.lundeen@stryker.com WECC75

Service Plan Quote

Account: 00990504	Service Plan Detail	
SUPERSTITION FIRE & MED DIST Attn: Mark Gomez, Captain 565 N IDAHO RD APACHE JUNCTION,AZ 85119 (480) 982-1299 mark.gomez@sfmd.az.gov	Type Service Plan Start Date Service Plan End Date Reference Plan Billing Frequency Terms Net Terms Promotion Coverage Details-Brochure	Renewal 07/01/2018 06/30/2019 PB18S591 One-Time All quotes subject to credit approval and the following terms and conditions NET 30 www.physio-control.com/ServicePlans/

Notes

Service plan customers receive 15% discount on Accessories and Disposables.

3 LP-12 12316899, 14251927, 35991843.

*Due to the age of the devices - service of the LIFEPAK 12s can only be quoted one year at a time.

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP12-OSPMSIRP-1	07/01/2018	06/30/2019	3	1,356.00	0.00	1,356.00	1,356.00	4,068.00

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 4,068.00
Estimated Tax	USD 569.52
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 4,637.52

Pricing Summary Totals

List Price Total	USD 4,068.00
Total Discount	USD 0.00
Estimated Tax + S&H	USD 569.52

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 4,637.52

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote

Account Name

Address

City

State Zip Code

Shipping Address ☐ same as Billing Address

Account Name

Address

City

State Zip Code

Accounts Payable Contact Information

Accounts Payable Contact

Accounts Payable Phone Number

Accounts Payable Email

Customer is Tax Exempt? ☐ **Yes** ☐ **No**

Authorized Customer Signature

Name

Signature

Title

Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number TL/00990504/162073/00119765

Product	Product Description
LP12-OSPMSIRP-1	LIFEPAK 12 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus.

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES**.

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at http://www.physio-control.com/ServicePrograms.aspx for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number	00119766
Create Date	3/26/2018 5:05 PM
Quote Expiration Date	06/24/2018
Quote Consultant	Trish Lundeen (425) 867-4785 trish.lundeen@stryker.com WECC75

Service Plan Quote

Account: 00990504	Service Plan Detail	
SUPERSTITION FIRE & MED DIST Attn: Mark Gomez, Captain 565 N IDAHO RD APACHE JUNCTION,AZ 85119 (480) 982-1299 mark.gomez@sfmd.az.gov	Type	Renewal
	Service Plan Start Date	07/01/2018
	Service Plan End Date	08/14/2018
	Reference Plan	PB18S591
	Billing Frequency	One-Time
	Terms	All quotes subject to credit approval and the following terms and conditions
	Net Terms	NET 30
	Promotion	
	Coverage Details-Brochure	www.physio-control.com/ServicePlans/

Notes

Service plan customers receive 15% discount on Accessories and Disposables.

5 LP-15 s/n: 38290141, 38821792, 39427840, 41723448, 41723531

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-SIRP-1-POS Renewal	07/01/2018	08/14/2018	5	1,224.00	10.00	1,101.60	133.26	666.30 *

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 666.30
Estimated Tax	USD 93.28
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 759.58

Pricing Summary Totals

List Price Total	USD 1,278.30
Total Discount	USD -612.00
Estimated Tax + S&H	USD 93.28

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 759.58

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote

Account Name

Address

City

State Zip Code

Shipping Address ☐ same as Billing Address

Account Name

Address

City

State Zip Code

Accounts Payable Contact Information

Accounts Payable Contact

Accounts Payable Phone Number

Accounts Payable Email

Customer is Tax Exempt? ☐ **Yes** ☐ **No**

Authorized Customer Signature

Name

Signature

Title

Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number TL/00990504/162072/00119766

Product	Product Description
LP15-SIRP-1-POS Renewal	LIFEPAK 15 Service - 1 YEAR. Ship in Repair Plus. Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Services performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES**.

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

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Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Physio Control, Inc. **11811 Willows Road NE** **P.O. Box 97006** **Redmond, WA 98073-9706 U.S.A** **www.physio-control.com** **tel (800) 442.1142** **fax (800) 772.3340**	**Quote Number** **Create Date** **Quote Expiration Date** **Quote Consultant**	00119767 3/26/2018 5:20 PM 06/24/2018 Trish Lundeen (425) 867-4785 trish.lundeen@stryker.com WECC75

Service Plan Quote

Account: 00990504	Service Plan Detail	
SUPERSTITION FIRE & MED DIST Attn: Mark Gomez, Captain 565 N IDAHO RD APACHE JUNCTION,AZ 85119 (480) 982-1299 mark.gomez@sfmd.az.gov	Type Service Plan Start Date Service Plan End Date Reference Plan Billing Frequency Terms Net Terms Promotion Coverage Details-Brochure	Addendum 08/15/2017 08/14/2021 DS017549 Annual All quotes subject to credit approval and the following terms and conditions NET 30 www.physio-control.com/ServicePlans/

Notes

Service plan customers receive 15% discount on Accessories and Disposables.

*Add on 8/15/2018 to DS017549 (for remaining 3 yrs of plan.)

5 LP-15 s/n: 38290141, 38821792, 39427840, 41723448, 41723531

Add 2 LP-15 to prorate on as of 12/6/2018 to 8/14/2019 s/n 46491989, 46491946.
Split lines:
List same two LP 15s for remaining 2 full years: 8/15/2019 ~ 8/14/2021.

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSPMSIRP-3-POS Renewal	08/15/2017	08/14/2021	5	4,644.00	15.00	1,315.80	3,947.40	19,737.00
LP15-OSPMSIRP-1-PY	12/06/2018	08/14/2019	2	1,548.00	5.00	1,470.60	1,017.17	2,034.34 *
LP15-OSPMSIRP-2	08/15/2017	08/14/2021	2	3,096.00	5.00	1,470.60	2,941.20	5,882.40

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 27,653.74
Estimated Tax	USD 3,871.53
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 31,525.27

Pricing Summary Totals

List Price Total	USD 31,601.14
Total Discount	USD -3,947.40
Estimated Tax + S&H	USD 3,871.53

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 31,525.27

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☒ same as address on quote

Account Name

Address

City

State Zip Code

Accounts Payable Contact Information

Jennifer Burke

Accounts Payable Contact

Jennifer.burke@sfmd.az.gov

Accounts Payable Email

Authorized Customer Signature

Name

Title

Shipping Address ☒ same as Billing Address

Account Name

Address

City

State Zip Code

480-982-4440 x 123

Accounts Payable Phone Number

Customer is Tax Exempt? ☐ Yes ☒ No

Signature

Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number TL/00990504/162068/00119767

Product	Product Description
LP15-OSPMSIRP-3-POS Renewal	LIFEPAK 15 Service - 3 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. Annual Payments. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer's location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP15-OSPMSIRP-1-PY	LIFEPAK 15 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer's location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation

	-Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP15-OSPMSIRP-2	LIFEPAK 15 Service - 2 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer's location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

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Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES**.

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

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Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

SUPERSTITION FIRE & MED DIST							
8/15/2017 ~ 8/14/2021				4 year plan - billing in annual installments			
Plan DS017549			Year 1	Year 2	Year 3	Year 4	Line totals
		x qty					
List	LP 15 Onsite Comprehensive (POS multi-year discount)						
$1,480	$1,258.00	2	$2,516.00	$2,516.00	$2,516.00	$2,516.00	$10,064.00
expired pricing							
	Yearly Total		$2,516.00 inv 8/15/2017	see belo	see below	see below	$10,064.00 Orig total
Addendum proposed: Add LP 15s							
List	LP 15 Onsite Comprehensive (POS multi-year discount)						
$1,548	$1,315.80	5		$6,579.00	$6,579.00	$6,579.00	$19,737.00
	add s/n: 38290141, 38821792, 39427840, 41723448, 41723531						
List	LP 15 Onsite Comprehensive (multi-yr disc) Prorate year 2 of plan - start 12/6/2018						
$1,548	$1,017.17	2		$2,034.34 **inv 12/6/18			$2,034.34
	Proration add s/n: 46491989, 46491946.						
List	LP 15 Onsite Comprehensive (multi-yr disc) Remaining 3rd and 4th yrs.						
$1,548	$1,470.60	2			$2,941.20	$2,941.20	$5,882.40
	(same two s/n as above proration)						
							$27,653.74 Quote total
	New Annual totals:			$11,129.34 inv 8/15/2018	$12,036.20 inv 8/15/2019	$12,036.20 inv 8/15/2020	
	New Grand Total:		**Of the 11,192.34, 2,034.34 inv separate on 12/6/18.				
	$37,717.74						$37,717.74

The above pricing and product information is being provided as a convenience for financial planning and budgetary purposes.
Final details and specific information will be provided upon customer signature.

SUPERSTITION FIRE & MED DIST							
7/1/2016 ~ 6/30/2020				4 year plan - billing in annual installments			
Plan PB20S381			Year 1	Year 2	Year 3	Year 4	Line totals
		x qty					
List	LP 15 OS Prev.Maint. w/ SiRepair Plus (POS multi-year discount)						
$1,480	$1,258.00	2	$2,516.00	$2,516.00	$2,516.00	$2,516.00	$10,064.00
expired pricing s/n 43418201, 43418665							
List	LP 15 OS Prev.Maint. w/ SiRepair Plus (POS multi-year discount) (prorate yr 1						
$1,480	$1,258.00	4	$4,123.44	$5,032.00	$5,032.00	$5,032.00	$19,219.44
expired pricing (proration yr 1 $1030.86 s/n 43818920, 43820547, 43820736,43838179							
	zone 4 travel		$375.00	$375.00	$375.00	$375.00	$1,500.00
	yr 1&2 covered on other plan		($375.00)	($375.00)			($750.00)
	Yearly Total		$6,639.44 inv 7/1/2016	$7,548.00 inv 7/1/2017	$7,923.00 inv 7/1/2018	$7,923.00 inv 7/1/2019	$30,033.44

SUPERSTITION FIRE & MED DIST							
8/15/2017 ~ 8/14/2021				4 year plan - billing in annual installments			
Plan DS017549			Year 1	Year 2	Year 3	Year 4	Line totals
		x qty					
List	LP 15 Onsite Comprehensive (POS multi-year discount)						
$1,480	$1,258.00	2	$2,516.00	$2,516.00	$2,516.00	$2,516.00	$10,064.00
expired pricing							
	Yearly Total		$2,516.00				
			inv 8/15/2017	see belo	see below	see below	$10,064.00
							Orig total
Addendum proposed: Add LP 15s							
List	LP 15 Onsite Comprehensive (POS multi-year discount)						
$1,548	$1,315.80	5		$6,579.00	$6,579.00	$6,579.00	$19,737.00
	add s/n: 38290141, 38821792, 39427840, 41723448, 41723531						
List	LP 15 Onsite Comprehensive (multi-yr disc) Prorate year 2 of plan - start 12/6/2018						
$1,548	$1,017.17	2		$2,034.34			$2,034.34
	Proration add s/n: 46491989, 46491946.			**inv 12/6/18			
List	LP 15 Onsite Comprehensive (multi-yr disc) Remaining 3rd and 4th yrs.						
$1,548	$1,470.60	2			$2,941.20	$2,941.20	$5,882.40
	(same two s/n as above proration)						
							$27,653.74
							Quote total
	New Annual totals:			$11,129.34	$12,036.20	$12,036.20	
				inv 8/15/2018	inv 8/15/2019	inv 8/15/2020	
	New Grand Total:	**Of the 11,192.34, 2,034.34 inv separate on 12/6/18.					
	$37,717.74						$37,717.74

The above pricing and product information is being provided as a convenience for financial planning and budgetary purposes.
Final details and specific information will be provided upon customer signature.

SUPERSTITION FIRE & MED DIST							
7/1/2016 ~ 6/30/2020				4 year plan - billing in annual installments			
Plan PB20S381			Year 1	Year 2	Year 3	Year 4	Line totals
		x qty					
List	LP 15 OS Prev.Maint. w/ SiRepair Plus (POS multi-year discount)						
$1,480	$1,258.00	2	$2,516.00	$2,516.00	$2,516.00	$2,516.00	$10,064.00
expired pricing s/n 43418201, 43418665							
List	LP 15 OS Prev.Maint. w/ SiRepair Plus (POS multi-year discount) (prorate yr 1						
$1,480	$1,258.00	4	$4,123.44	$5,032.00	$5,032.00	$5,032.00	$19,219.44
expired pricing (proration yr 1 $1030.86 s/n 43818920, 43820547, 43820736,43838179							
	zone 4 travel		$375.00	$375.00	$375.00	$375.00	$1,500.00
	yr 1&2 covered on other plan		($375.00)	($375.00)			($750.00)
	Yearly Total		$6,639.44	$7,548.00	$7,923.00	$7,923.00	
			inv 7/1/2016	inv 7/1/2017	inv 7/1/2018	inv 7/1/2019	$30,033.44