VERSION 1.0

BOARD OF DIRECTORS MEETING

December 19, 2018

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD DIRECTOR

KATHLEEN CHAMBERLAIN, BOARD DIRECTOR

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR

Superstition Fire & Medical District

Board of Directors Meeting Agenda

December 19, 2018

Mission Statement

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

---

Board will hold a meeting on Wednesday, December 19, 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 November 2018 financial reports and bank reconciliations. (BOD #2018-12-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-12-02)**

3. **Call to the Public. (BOD #2018-12-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. **Consideration and possible approval of all consent agenda items listed below (BOD #2018-12-03):**
   A. Board Meeting Minutes from November 20, 2018
   B. Renewal Insurance for 7710 for 2019
   C. Disposition of Surplus Property – 2014 iPad 2
   D. Heritage Days Apacheland Reunion Staffing Agreement
   E. Renaissance Limited Contract
   F. The Preplanners Agreement
   G. Disposition of Surplus Property – Computer Equipment

5. **Discussion and possible action to appoint the SFMD Board of Director's Chair and Clerk positions. (BOD #2018-12-04)**

6. **Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members. (BOD #2018-12-05)**

7. **Discussion and possible approval of the 2019 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings. (BOD #2018-12-06)**

8. **Review and possible approval of the Maricopa County Elections Department canvass of the Fire Board Election on November 6, 2018 ballot. (BOD #2018-12-07)**

9. **Discussion and possible action regarding the approval and adoption of a planning calendar and process for Fiscal Year 2019/2020 SFMD Revenue and Expenditure Budget. (BOD #2018-12-08)**

10. **Discussion and possible action regarding transferring funds for the January 1, 2019 debt service interest payment. (BOD #2018-12-09).**

11. **Discussion and possible approval of Pinal County Treasurer's Office and Wells Fargo Bank signature authority. (BOD #2018-12-10)**

12. **Discussion, presentation and possible approval of the following Policies: 100–Fire Service Authority; 101-Chief Executive Officer; 102-Oath of Office; 103-Policy Manual; 203-Training Policies; 204-Liability Claims; 205-Electronic Mail; brought for review at the November 20, 2018 Board Meeting for final approval at the December 19, 2018 Board Meeting. (BOD #2018-12-11)**

13. **Discussion, presentation and possible approval of the following Policies: 206–Administrative Communications; 202-Interim Directives; 207-Minimum Staffing Levels; 200-Organizational Structure; 103-Policy Manual brought for review at the December 19, 2018 Board Meeting for final approval at the January 16, 2018 Board Meeting. (BOD #2018-12-12)**

14. **Reports. (BOD #2018-12-13)**

- **<u>Senior Leadership Team (SLT)</u>:**
  Fire Chief Mike Farber
  Assistant Chief of Emergency Operations Richard Mooney
  Assistant Chief of Planning & Logistics Richard Ochs
  Finance Director Roger Wood
  Administrative Services Director Anna Butel

- **<u>Pension Board</u>**
- **<u>Board Sanctioned Committees</u>**

15. **New Business / Future Agenda Items. (BOD #2018-12-14)**

16. **Announcements (BOD #2018-12-N/A)**

17. **Adjourn (BOD #2018-12-15)**

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: December 13, 2018
At: 1500 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 – December 19, 2018
Agenda Item: 1
BOD#: 2018-12-01

Agenda Item Title
Review and approval of the November 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), 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), 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 November 2018 financial reports and bank reconciliations."

Go To Item 2

Go to Agenda

Superstition Fire & Medical District

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

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

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

_____ _____

Board Chair Date

Governing Board Meeting – December 19, 2018
Agenda Item: 2
BOD#: 2018-12-02

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

Submitted By
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.

November Anniversary

Firefighter July Ritschel – 18 Years

December Anniversaries

26 Years of Service
Engineer John Suniga
6 Years of Service
Fire Mechanic II George Nasello

Go to Item 3

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: 3
BOD#: 2018-12-N/A

Agenda Item Title
Call to the Public

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

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

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

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

Scheduled
None

Governing Board Meeting – December 19, 2018
Agenda Item: 4
BOD#: 2018-12-03

Agenda Item Title

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

A. Board Meeting Minutes from November 20, 2018 – **Appendix A**

B. Renewal Insurance for 7710 for 2019 – **Appendix B**

C. Disposition of Surplus Property – 2014 iPad 2 – **Appendix C**

D. Heritage Days Apacheland Reunion Staffing Agreement – **Appendix D**

E. Renaissance Limited Contract – **Appendix E**

F. The Preplanners Agreement – **Appendix F**

G. Disposition of Surplus Property – Computer Equipment – **Appendix G**

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items for December 19, 2018."

Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: #5
BOD#: 2018-12-04

Agenda Item Title
Discussion and possible action to appoint the SFMD Board of Director's Chair and Clerk positions.

Submitted By
Fire Chief Mike Farber

Background/Discussion

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

Enclosure(s)
N/A

Recommended Motion
"Motion to appoint _____ as SFMD Board Chair and _____ as SFMD Board Clerk"

Go To Item 6

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: 6
BOD#: 2018-12-05

Agenda Item Title
Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members.

Submitted By
Fire Chief Mike Farber

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

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

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

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

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

Financial Impact
N/A

Enclosure(s)
SFMD Board of Directors Disclosure Form – For Signature

Recommended Motion
N/A

Go to Item 7

Go to Agenda

SUPERSTITION FIRE & MEDICAL DISTRICT
Board of Directors Disclosure Form

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

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

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

☐ I do not have a Conflict of Interest.

or

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

and/or

☐ I have a conflict of interest or potential conflict of interest regarding decisions of the Superstition Fire & Medical District or the business of the Superstition Fire & Medical District, because:

_____

_____

_____

_____ _____

Signature **Date**

Article 8: Conflict of Interest of Officers and Employees

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

A. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.

B. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.

C. Notwithstanding the provisions of subsections A and B of this section, no public officer or employee of a public agency shall supply to such public agency any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except that:

1. A school district governing board may purchase, as provided in sections 15-213 and 15-323, supplies, materials and equipment from a school board member.

2. Political subdivisions other than school districts may purchase through their governing bodies, without using public competitive bidding procedures, supplies, materials and equipment not exceeding three hundred dollars in cost in any single transaction, not to exceed a total of one thousand dollars annually, from a member of the governing body if the policy for such purchases is approved annually.

D. Notwithstanding subsections A and B of this section and as provided in sections 15-421 and 15-1441, the governing board of a school district or a community college district may not employ a person who is a member of the governing board or who is the spouse of a member of the governing board.

A.R.S. §38-509: Filing of disclosures

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

Governing Board Meeting – December 19, 2017
Agenda Item: 7
BOD#: 2017-12-06

Agenda Item Title
Discussion and possible approval of the 2019 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings.

Submitted By
Fire Chief Mike Farber
Board Secretary Sherry Mueller

Background/Discussion
In accordance with ARS §38-431.02(A)(3) the District is required to execute a Disclosure Statement identifying the locations where the District will post notices of its public meetings; including Governing Board Meetings and Local Pension Board Meetings. In addition to these locations, the District will continue to post its meeting notices and agendas on its website.

The statement also includes the 2019 SFMD regularly scheduled Board Meeting dates and times.

Financial Impact
TBD

Enclosure(s)
2019 Disclosure Statement – For Signature

Recommended Motion
"Motion to approve filing the 2019 disclosure statement with board meeting dates and times with the Pinal & Maricopa County Board of Supervisors and for posting meeting notices and agendas at the locations specified in the statement and on the District's website."

Go to Item 8

Go to Agenda

2019 Statement of Disclosure
Posting Locations, Date and Times of Meetings

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

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

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

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

District Website
www.sfmd.az.gov

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

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

2019 Governing Board Meeting Dates

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

January 16, 2019
February 20, 2019
March 20, 2019
April 17, 2019
May 15, 2019
June 19, 2019
July 17, 2019
August 21, 2019
September 18, 2019
October 16, 2019
November 20, 2019
December 18, 2019

*LPB meetings will be scheduled quarterly or as needed.

Dated this 19th day of December, 2018.

SUPERSTITION FIRE AND MEDICAL DISTRICT

Governing Board Approval:

_____

Board Clerk

Governing Board Meeting – December 19, 2018
Agenda Item: #8
BOD#: 2018-12-07

Agenda Item Title
Review and possible approval of the Maricopa County Elections Department Canvass of the Fire Board election on November 6, 2018 ballot.

Submitted By
Fire Chief Mike Farber

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

Please note that this item cannot take place, unless the SFMD receives the official Canvass of Elections from Maricopa County. If the Canvass of Elections is not provided by the December 19th Board Meeting, the BOD will need to hold a Special Meeting in December to officially accept the results and then send the letter to the counties.

Lori Medaris from Maricopa County's Board of Supervisors Office sent the attached official clerk cert confirming the 2018 General Election Canvass was approved by the Board of Supervisors on November 26, 2018.

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

Enclosure(s)
Official Canvass of the General Election held on November 6, 2018 from Maricopa County Elections Department.

Recommended Motion
"Motion to approve the November 6, 2018 Official Canvass of the Election results for Maricopa County."

Go To Item 9

Go to Agenda

COUNTY OF MARICOPA

State of Arizona

Office of the Clerk

Board of Supervisors

State of Arizona) ss.
County of Maricopa)

*I, **Debra Schaffer, Deputy Clerk of the Board of Supervisors**, do hereby certify that the attached is a true and correct statement of the agenda item and the action taken by the **Board of Supervisors** at their meeting held on **November 26, 2018:***

2. CANVASS OF THE GENERAL ELECTION HELD ON NOVEMBER 6, 2018

Canvass the election returns for the November 6, 2018, General Election in accordance with the Official Results prepared by the Maricopa County Elections Department.

The Maricopa County Elections Department has prepared the Official Returns from all county precincts, declaring the vote for the General Election held on November 06, 2018. The Elections Department requests that the Board of Supervisors canvass these returns and approve the Official Canvass for this election pursuant to A.R.S. §16-642 through 16-645. The Board of Supervisors is required to canvass these returns within twenty days following the General election. The Official Canvass is on file with the Clerk of the Board of Supervisors and retained in accordance with ASLAPR approved retention schedule. (C-21-19-009-7-00)

Motion to approve by Supervisor Barney, seconded by Supervisor Gates

Ayes: Barney, Chucri, Gates, Hickman, Gallardo

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the County of Maricopa. Done at Phoenix, the County Seat on December 6, 2018.

Deputy Clerk of the Board of Supervisors

File
Superstition Fire & Medical District

Sherry Mueller

Subject: Maricopa County Election Results - November 6, 2018

CHAMBERLAIN, KATHLEEN ANN*	**36**
GEHRT, GENE	22
HOUSE, TODD*	**33**

Governing Board Meeting – December 19, 2018
Agenda Item: 9
BOD#: 2018-12-08

Agenda Item Title
Discussion and possible approval of a planning calendar and process for Fiscal Year 2019/2020 SFMD Revenue and Expenditure Budget.

Submitted By
Fire Chief Mike Farber
Finance Director Roger Wood

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

The schedule details Governing Board planning, activity, and decisions occurring at the regularly scheduled Governing Board meetings (the third Wednesday of each month). The final adoption of the FY 2019/2020 budget is scheduled on July 17, 2019, which coincides with the regularly scheduled meeting for the month.

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

- On February 20, 2019, Staff will provide the Governing Board a summary of the preliminary property tax abstracts from Pinal County and the corresponding preliminary Revenue Budget estimate for FY19/20.
- Labor and Management will be meeting throughout the budget planning process to ensure discussion and consideration of items of mutual interest. The Labor organization may choose to make a presentation to the Board at the March Governing Board meeting. This allows Staff approximately one month to provide funding information on any Labor proposals for the April Board meeting.
- Staff will also be meeting with the unrepresented employees to discuss their items of interest for the upcoming budget year, as is done for the represented employees.
- At the March 20, 2019 Governing Board meeting, Staff will present the FY19/20 Key Initiative(s) Summary, and a high level summary of the status of budget development. This meeting will also be a time when the Board may choose to discuss any funding or program additions or changes they feel may be necessary.
- After receiving specific direction from the Board at the March meeting, the Fire Chief and Staff will discuss the Preliminary Budget status at the April 18, 2019 Board meeting.
- The Tentative Budget adoption is scheduled for the June 19, 2019 Board meeting, at which time the Board can encourage public comment for the official public hearing that will occur during the board meeting scheduled on July 17.
- On June 20, in compliance with §A.R.S. 48-805.02(A), the Consolidated Tentative Budget will be posted in three public places and a complete copy of the Tentative Budget will be published on the District's website for the required minimum 20 days for public comment.

- Staff is proposing a July 17, 2019 Board Meeting for the public hearing and adoption of the FY 2019/2020 budget. The adopted budget will then be submitted to both Pinal and Maricopa County and the State of Arizona before the July 31 deadline.

Staff recommends approval of the Budget Planning Calendar for FY 2019/2020 budget planning.

Financial Impact
N/A

Enclosure(s)
FY 19/20 Budget Planning Calendar

Recommended Motion
"Motion to adopt the Fiscal Year 2019/2020 Budget Planning Calendar as presented, and to schedule the July Governing Board Meeting for Wednesday, July 17, 2019 at 5:30 pm when the Fiscal Year 2019/2020 budget will be adopted."

SFMD 2019/2020 BUDGET PLANNING TIMELINE

BUDGET TIMELINE ACTIVITY	*DUE DATE*	*RESPONSIBILITY*
Board Meeting: Budget Planning Overview • Discuss FY 2019 / 2020 Budget Planning Process • Distribute FY 2019 / 2020 Budget Planning Calendar	12/19/18	CHIEF FARBER
Board Meeting: Budget Development • Review Tax Abstracts & Preliminary Revenue Budget Estimates • Discuss Funding Priorities & Planning Tax Rate	02/20/19	CHIEF FARBER
Board Meeting: Budget Development • Discuss Initiative / Program Goals • Discuss High Level Status of Budget Development	03/20/19	CHIEF FARBER
Board Meeting: Budget • Discuss Preliminary Budget Status	04/18/19	CHIEF FARBER
Board Meeting: Budget • TENTATIVE BUDGET ADOPTION FOR FISCAL YEAR 2019 / 2020	06/19/19	GOVERNING BOARD
Publish & Post Consolidated Tentative Budget • 20-Day Public Comment Period Begins (6/20/19 through 7/10/18)	06/20/19	ADMIN STAFF
Fiscal Year 2019 / 2020 Begins	07/01/19	
Board Meeting: Final Public Hearing & Adoption • FINAL PUBLIC HEARING & BUDGET ADOPTION FOR FISCAL YEAR 2019 / 2020	07/17/19	GOVERNING BOARD
Budget Submittal to Pinal County & State of Arizona	07/18/19	ADMIN STAFF

Governing Board Meeting – December 19, 2018
Agenda Item: 10
BOD#: 2018-12-09

Agenda Item Title
Discussion and possible action regarding transferring funds for the January 1, 2019 Debt Service Interest Payment.

Submitted By
Fire Chief Mike Farber

Background/Discussion
Interest Payment
The District has a Debt Service Interest payment of $66,662.61 due on January 1, 2019 to JPMorgan Chase:

Fund Account:	Debt Retirement Interest 2006 – account #6-11642-1410
Budget line item:	600-60-70550-10 entitled Debt Service Expenditure – Interest

The current Interest Fund cash balance as of November 30, 2018 is $140,921.52.

Financial Impact
$66,662.61 / Line item 600-60-70550-10

Enclosure(s)
JPMorgan Chase Commercial Loan Invoice 0000002393

Recommended Motion
"Motion to authorize payment by executing letter of direction to Pinal County Treasurer's Office to wire transfer funds for the JPMorgan Chase Refinancing bond debt service interest payment on or about December 27th to ensure payment to JPMorgan Chase before January 1, 2019."

Go to Item 11

Go to Agenda

CHASE

UNDELIVERABLE MAIL ONLY - BB
P.O. BOX 6026, MAILCODE IL1-0054
CHICAGO IL 60680 -6026

Customer Number: 452038311001

Bill Date: 12/03/18
Due Date: 01/01/19

Billing Period -
07/26/18 through 12/31/18

Please note that the current interest has been projected from 12/03/18 through 12/31/18

0002378 VLC 001 001 33718 - YNN
SUPERSTITION FIRE AND MEDICAL DISTRICT
565 N IDAHO RD
APACHE JUNCTION AZ 85119-4014

Commercial Loan Invoice

Invoice Number 0000002393

Summary

Principal Due This Period	$0.00
Past Due Principal	$0.00
Interest Due This Period	$66,662.61
Past Due Interest	$0.00
Fees Due This Period	$0.00
Past Due Fees	$0.00
Late Charge This Period	$0.00
Past Due Late Charges	$0.00
Total Payment Due	**$66,662.61**

If you have questions concerning this invoice, or if your address has changed, please contact your relationship manager or Business Service Line at 1-800-242-7338.

If you would like future payments automatically deducted from your account, please contact your relationship manager.

Commercial Loan Invoice

(Please detach and return invoice below with payment)

Principal Due This Period	$0.00
Past Due Principal	$0.00
Interest Due This Period	$66,662.61
Past Due Interest	$0.00
Fees Due This Period	$0.00
Past Due Fees	$0.00
Late Charge This Period	$0.00
Past Due Late Charges	$0.00
Total Payment Due	$66,662.61

Customer Name	SUPERSTITION FIRE AND MEDICAL DISTRICT
Due Date	01/01/19
Account #	452038311001
Customer/Account #	452038311001
Invoice #	0000002393

☐ Check box if your address has changed and indicate new address on reverse

Amount Enclosed $ _____

500009000000004000000045203831100166662616666 2619

CHASE
P.O. BOX 78039
PHOENIX AZ 85062-8039

0000002393 500009022 452038311001

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.sfmd.az.gov

December 19, 2018

Pinal County Treasurer's Office
Special Services
P. O. Box 1348
Florence, AZ 85132
ATTN: Pat Beckwith

Dear Ms. Beckwith,

Please accept this letter as Board Authorization to wire transfer funds in the amount of **$66,662.61** from our Superstition Fire & Medical District Debt Retirement Interest Fund Account #6-11642-1410 for the debt service interest payment due 1/01/2019 and payable to JPMorgan Chase.

Superstition Fire & Medical District

By:

_____
Director

By:

_____
Director

Governing Board Meeting – December 19, 2018
Agenda Item: 11
BOD#: 2018-12-10

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

Submitted By:
Fire Chief Mike Farber
Finance Director Roger Wood

Background/Discussion:
In order to update our District bank accounts with the name of our newly elected Board member, and to remove the name of our retiring Board member, the Pinal County Treasurer's Office and Wells Fargo have asked for new documentation.

Pinal County Treasurer's Office

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

Wells Fargo Bank

Wells Fargo bank is asking for the following:

- Authorization Certificate
    - Documents everyone who has signature authority on the district's bank accounts.

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

Enclosure(s):
Provided at Board Meeting

Recommended Motion:
"Motion to approve the Pinal County Treasurer's Office Combined Resolution, and the Wells Fargo Authorization Certificate to reflect the current Governing Board Members."

Go To Item 12

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: #12
BOD#: 2018-12-11

Agenda Item Title
Foundational Policy Review – For possible approval in the December 2018 Board of Directors Meeting.

Submitted By
Mike Farber, Fire Chief
Anna Butel, Administrative Services Director

Background/Discussion
As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. The group has completed Chapter 1 of the foundational policies and some of the Chapter 2 policies. After review, we will be seeking approval in the December meeting. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once; and we want to avoid membership confusion by having only one manual.

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

Enclosure(s)
Policies:
100 Fire Service Authority
101 Chief Executive Officer
102 Oath of Office
103 Policy Manual
203 Training Policy
204 Liability Claims
205 Electronic Mail

Recommended Motion
N/A

Go To Item 13

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: #13
BOD#: 2018-12-12

Agenda Item Title
Foundational Policy Review – For possible approval in the January 2019 Board of Directors Meeting.

Submitted By
Mike Farber, Fire Chief
Anna Butel, Administrative Services Director

Background/Discussion
As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once; and we want to avoid membership confusion by having only one manual.

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

Enclosure(s)
Policies:

Recommended Motion
N/A

Go To Item 14

Go to Agenda

Administrative Communications

206.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines, format and authority levels for the various types of administrative communication documents in existence within the District.

206.2 POLICY

Discretionary

It shall be the policy of the Superstition Fire & Medical District to control the use of the name of the District and the use of letterhead, and to ensure that official administrative communications follow a specific format and are released only by persons with the authority to do so.

206.3 PERSONNEL ORDERS

Discretionary MODIFIED

Personnel announcements ~~orders~~ may be issued periodically by the Fire Chief or the authorized designee to announce and document promotions, transfers, hiring of new personnel, separations, personnel and group commendations, or other changes in status.

206.4 CORRESPONDENCE

Discretionary

In order to ensure that the letterhead and name of the District are not misused, all external correspondence shall be on district letterhead.

All district letterhead shall bear the signature element of the Fire Chief in addition to the actual signature of an authorized signer. Members of the District may use letterhead only for official business and with approval of their supervisor.

206.5 MEMORANDUMS

Discretionary

Memorandums are a necessary and important component of effective operations at all levels of the District. For the purposes of clarity and to ensure appropriate distribution of written communications, all memorandums between district members shall utilize a standardized format.

Memorandums typically are used to memorialize and/or summarize communication and facts. Memorandums can be generated by a supervisor and sent to subordinates or a group of subordinates to give direction, clarify a policy decision or request an action by another division. A memorandum also may be written by line-level members to communicate information. If the recipient is of higher rank than the member's immediate supervisor or is outside the District, the information should be approved by the proper chain of command before being forwarded to the recipient.

Recommendations for a standardized district memorandum format include:

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

- A standard heading, including the name of the District.
- The date of the memorandum.
- The intended recipient of the memorandum.
- The name, rank and division of the district member creating the memorandum.
- A brief statement of the subject of the memorandum.

206.6 SURVEYS

Discretionary

All surveys made in the name of the District shall be authorized by the Fire Chief or the authorized designee.

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

Interim Directives

202.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish a process to make immediate changes to district policy. The Superstition Fire & Medical District will, as necessary, issue Interim Directives that will immediately modify or change and supersede the sections of this manual to which they pertain.

202.2 POLICY

Best Practice MODIFIED

It is the policy of the Superstition Fire & Medical District to make any immediate changes to policy and procedure in accordance with the current memorandum of understanding. Generally, the establishment of Interim Directives is management's prerogative but the involvment of the Labor Management Group may be sought in the development of directives. However, Management shall have final say in the language and content of these directives.

It is the policy of the District to comply with any meet-and-confer requirements between labor groups and authorized district representatives.

202.3 RESPONSIBILITIES

Best Practice

The Fire Chief shall issue all Interim Directives.

All district officers and/or supervisors shall be responsible for communicating Interim Directives to all members under their command and/or direct supervision.

Interim Directives will be rescinded upon incorporation into this manual.

All Interim Directives shall be reviewed periodically to authenticate or determine if they are currently applicable to the mission of the District.

Copyright Lexipol, LLC 2018/12/12, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

Minimum Staffing Levels

207.1 PURPOSE AND SCOPE

Discretionary MODIFIED

The purpose of this policy is to establish guidelines for unit staffing levels based on daily operational needs, and unique local or regional circumstances, consistent with any memorandum of understanding.

Staffing levels may be established through adopted Standards of Cover or at levels approved by the Authority Having Jurisdiction (AHJ), the Fire Chief and any memorandum of understanding.

207.1.1 DEFINITIONS

Discretionary

Definitions related to this policy include:

Qualified - Any member who has satisfactorily met the requirements for the position (e.g., engineer, Captain), either through promotional examination or a training program approved by the District.

Out of class assignment - Any situation in which a member of the District functions in a rank above his/her normal position description and job duties.

207.2 POLICY

Discretionary

The District balances the member's needs and wishes with the need to have flexibility and discretion in using personnel to meet operational needs. While balance is desirable, the principle concern is the need to meet the operational requirements of the District.

207.3 OUT OF CLASS ASSIGNMENTS AND SUPERVISION

Discretionary MODIFIED

In order to accommodate operational flexibility and other unforeseen circumstances, any firefighter or an engineer, if qualified, may be used as a Captain for a limited time consistent with any existing and applicable memorandum of understanding

With prior authorization from the Assistant Chief/Director or the authorized designee, a qualified Captain may act as the Battalion Chief for a limited time.

Decisions regarding supervision should result in each firefighter and engineer being supervised by a single Captain or acting Captain. Each Captain should be supervised by a Battalion Chief or an acting Battalion Chief.

207.4 MINIMUM STAFFING GUIDELINES

Discretionary MODIFIED

In order to meet operational needs, the following minimum staffing guidelines should be followed whenever practicable:

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

(a) Engine companies should be comprised of a minimum of one Captain, one engineer and one firefighter.

(b) Ladder trucks or aerial units should be comprised of a minimum of one Captain, one engineer and two firefighters.

(c) Rescue units shuld be staffed with two Firefighters.

(d) Medic units should be staffed with one paramedicand one EMT or in compliance with the local Emergency Medical Services (EMS) coordinating system or the Arizona Bureau of EMS & Trauma System guidelines.

(e) The Battalion unit should be staffed with one Battalion Chief.

If staffing falls below minimum guideline levels, the Battalion Chief shall have the authority to call back a sufficient number of personnel to fill vacancies. This includes holding over personnel from a previous shift.

The Captain is responsible for promptly notifying the Battalion Chief in the event that the number of available on-duty personnel falls below the recommended minimum staffing guidelines.

Should a situation arise where an apparatus responds with less than the minimum number of qualified personnel, the officer in charge should notify the Dispatch Center that the unit is understaffed and request that an additional unit respond, if necessary.

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

Organizational Structure

200.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish the organizational structure of the Superstition Fire & Medical District. This policy also provides guidance regarding the district's reporting process through the chain of command.

200.2 POLICY

Discretionary

It is the policy of the Superstition Fire & Medical District to organize its resources in a manner that allows for effective and efficient service delivery to the public. To ensure effective organizational communication, members should generally adhere to the established chain of command unless there is a good faith and reasonable basis for utilizing an alternate channel of communication.

200.3 DIVISIONS

Discretionary MODIFIED

The Fire Chief is responsible for managing the Superstition Fire & Medical District. The following Divisions make up the Superstition Fire & Medical District:

- Administrative Services Division
- Emergency Services/Operations Division
- Planning and Logistics Division
- Financial Services Division

200.3.1 ADMINISTRATIVE SERVICES DIVISION

Discretionary MODIFIED

The Administrative Services Division is managed by the Administrative Services Director and provides administrative support to the Fire Chief; manages the human resources, technical services, and payroll functions; and reviews, prepares and presents staff reports to the District, the District staff and District officials.

It is the responsibility of the Administrative Services Director to prepare and maintain a current organizational chart.

200.3.2 EMERGENCY SERVICES/OPERATIONS DIVISION

Discretionary MODIFIED

The Emergency Services/Operations Division is directed by an Assistant Chief. The Emergency Services/Operations Division responds to all fire, rescue and medical aid calls for service; manages major disaster responses; and staffs various emergency response apparatus and support units.

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

The Emergency Services/Operations Division oversees the emergency response, training, and emergency medical services functions and supervises all staff assigned to the division.

200.3.3 PLANNING AND LOGISTICS DIVISION

Discretionary MODIFIED

The Planning and Logistics Division is directed by an Assistant Chief. The Planning and Logistics Division oversees the fleet services function, transportation services (medical transport), and fire prevention activities.

Fleet Services Department is responsible for the care and maintenance of District vehicles, apparatus, and miscellaneous equipment.

Transport Services Department manages the medical transport function and the personnel assigned to medical transport.

The Fire Prevention Department performs inspections of businesses and occupancies as mandated by applicable law. In addition, this Department may be the lead agency or act as a support service in the investigation of all major fires occurring within the jurisdiction of the Superstition Fire & Medical District. The Fire Prevention Department also conducts community risk reduction activities and manages volunteers who support this function.

200.3.4 FINANCIAL SERVICES DIVISION

Agency Content

The Financial Services Division is managed by the Finance Director. The Financial Services Division is responsible for the financial functions of Accounts Payable and Receivable and prepares and manages the District budget. The Financial Services Director supervises members assigned to this division.

200.4 UNITY OF COMMAND

Best Practice

The principles of unity of command ensure efficient supervision and control within the District. Generally, each member is accountable to a single supervisor at any time for a given assignment or responsibility. Except where specifically delegated or where authority exists by virtue of policy or a special assignment (e.g., emergency incidents), any supervisor may temporarily direct the subordinate of another supervisor if an operational need exists.

200.5 CHAIN OF COMMAND

Best Practice MODIFIED

Respect for rank is essential for administrative and operational efficiency. All members of the Superstition Fire & Medical District shall adhere to the chain of command. All members shall be thoroughly familiar with the National Incident Management System (NIMS) and the Incident Command System (ICS) and operate within their parameters throughout the duration of all emergency incidents.

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

A supervising or commanding officer will be identified for each district member. This supervisor/ commanding officer is the first step in the organizational chain of command, followed by the next level of commanding officer as set forth in the district's organizational structure.

Members of the Superstition Fire & Medical District shall generally conduct district business through the established chain of command. Members shall consult with and report to their commanding officer/supervisor when making recommendations for changes, alterations or improvements concerning district matters. Members shall forward all reports and recommendations through the chain of command. The submission should include written comments from the member's immediate supervisor to indicate whether he/she approves of the recommendation. No memo or recommendation should be stopped in the chain of command before it reaches its intended destination/officer.

Other than the exceptions set forth below, no member of the Superstition Fire & Medical District shall initiate contact with any member of the governing board or with any other local, regional, state or federal official regarding any matter affecting the Superstition Fire & Medical District without having first informed the Fire Chief through the chain of command.

200.6 DIRECTIVES AND ORDERS

Best Practice

Members shall comply with lawful directives and orders from any district supervisor or person in a position of authority, absent a reasonable and bona fide justification.

A member who believes any written or verbal order to be unlawful or in conflict with another order shall:

(a) Immediately inform the supervisor issuing the order, and also the member's immediate supervisor or the Fire Chief, of the conflict or error of the order.

(b) Provide details explaining the grounds for believing there is a conflict or error.

(c) Request clarification, guidance and direction regarding following the order.

(d) Request the order in writing, absent exigent circumstances, should the conflict or perceived error be unresolved.

(e) Respectfully inform the supervisor that he/she intends to disobey what he/she reasonably believes to be a conflicting or unlawful order.

A member's decision to disobey an order that he/she believes to be unlawful is not a bar to discipline should the order be determined as lawful.

200.7 ALTERNATE CHANNELS OF COMMUNICATION

Best Practice **MODIFIED**

All members shall endeavor to keep their supervisors informed of any matters that may affect the safety, welfare or operations of the District.

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

As a general matter, any concern about a workplace situation should first be raised with the member's immediate supervisor. It is recognized, however, that there may be occasions where the use of the established chain of command may not be appropriate. If an issue is of a personal nature, involves a sensitive matter, is of significant importance to the District or involves other members or supervisors, the member may consult directly with the Assistant Chief/Director, the Fire Chief or a representative of the Department of Human Resources.

All members are free to make or prepare to make, in good faith, any complaint that identifies ethical or legal violations, including fraud, waste, abuse of authority, gross mismanagement, violations of the law or practices that may pose a threat to the health, safety and security of the public or members without fear of actual or threatened discrimination, retaliation or reprisal. Such complaints are not subject to the chain of command and may be made to any supervisor or directly to the Department of Human Resources. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, applicable state law, ordinance or memorandum of understanding.

Any form of reprisal or retaliation against any member for making or filing a complaint in good faith or for participating in the investigation of a complaint is prohibited. Any member engaging in any form or type of reprisal or retaliation is subject to discipline (see the Anti-Retaliation Policy).

Copyright Lexipol, LLC 2018/12/11, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

Policy Manual

103.1 PURPOSE AND SCOPE

Discretionary

The Policy Manual of the Superstition Fire & Medical District is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules and guidelines of this district. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that are in conflict with this manual are revoked, except to the extent that portions of the existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

103.2 POLICY

Best Practice MODIFIED

Except where otherwise expressly stated, the provisions of this manual shall be considered as guiding principles. It is recognized that fire and rescue work is not always predictable and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this district under the circumstances reasonably available at the time of any incident.

103.2.1 DISCLAIMER

Best Practice

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Superstition Fire & Medical District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for district administrative action, training or discipline. The Superstition Fire & Medical District reserves the right to revise any policy content, in whole or in part.

103.2.2 SEVERABILITY

Best Practice MODIFIED

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, District policy or memorandum of understanding, such law, District policy or memorandum of understanding shall take precedence over that provision of the Policy Manual.

Copyright Lexipol, LLC 2018/12/12, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a memorandum of understanding, the District will seek to resolve the conflict.

103.3 AUTHORITY

Discretionary MODIFIED

The SFMD Board of Directors and the Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Fire Chief or the authorized designee is authorized to issue Interim Directives, which shall modify those provisions of the manual to which they pertain. Interim Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

103.4 DEFINITIONS

Best Practice MODIFIED

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

Civilian - Employees and volunteers who are not engaged in fire suppression as part of their primary duties.

District/SFMD - The Superstition Fire & Medical District.

Employee - Any person employed by the District.

F ire Code - The 2015 Edition of the International Fire Code as adopted by the Superstition Fire & Medical District as allowed by Arizona State law (AAC § R4-36-201).

Firefighter/Sworn or appointed - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed or elected members of the Superstition Fire & Medical District.

Health and Safety Officer - Members designated by the Fire Chief as responsible for the administration of health and safety-related programs and policies for the Superstition Fire & Medical District. The Fire Chief shall assume responsibility for health and safety-related policy and program administration if there is no designee.

Manual - The Superstition Fire & Medical District Policy Manual.

May - Indicates a permissive, discretionary or conditional action.

Member - Any person employed or appointed by the Superstition Fire & Medical District, including:

- Full- and part-time employees
- Sworn or appointed firefighters
- Civilian employees

Copyright Lexipol, LLC 2018/12/12, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

- Volunteers

Memorandum of Understanding - A written agreement between the employee organization and the Fire Board of Directors.

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The title of the classification held by a firefighter.

Senior Leadership Team (SLT) - The Fire Chief, any Assistant Chief, and Directors.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority responsible for directing the work of other members. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

Union Leadership - Any member of the Executive Board or Stewards of the employee organization.

103.5 DISTRIBUTION OF THE POLICY MANUAL

Best Practice

An electronic version of the Policy Manual will be made available to all members on the district network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review, the Policy Manual and Interim Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

103.6 PERIODIC REVIEW OF THE POLICY MANUAL

Best Practice

The Fire Chief will ensure that the Policy Manual is periodically reviewed and updated as necessary.

103.7 REVISIONS TO POLICIES

Best Practice **MODIFIED**

Copyright Lexipol, LLC 2018/12/12, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

Policy Manual

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping informed of all Policy Manual revisions.

Each Assistant Chief/Director will ensure that all members are aware of any Policy Manual revision.

All district members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the Senior Leadership Team as appropriate.

Administrative Services is the Fire Chief designee and custodian of SFMD policies. Policies will be reviewed and approved in the following manner.

- The Fire Chief will delegate policy to the respective division for review, research or update.
- A Lexipol compliant draft copy will be created.
- Administrative Services will email the draft document to the membership for internal review and comment for a minimun of 7 days.
- During the internal review period, employees will email recommendations or concerns to the Employee Organization or the Senior Leadership Team.
- Comments and recommedations will be brought before the Labor Management Group at the monthly meeting for reveiw or possible revision.
- The Senior Leadership Team will submit the draft policy to the SFMD Board of Directors for approval.

Copyright Lexipol, LLC 2018/12/12, All Rights Reserved.
Published with permission by Superstition Fire & Medical District

Governing Board Meeting – December 19, 2018
Agenda Item: 14
BOD#: 2018-12-13

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

Go to Item 15

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: 15
BOD#: 2018-12-14

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

Governing Board Meeting – December 19, 2018
Agenda Item: 16
BOD#: 2018-12-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

Go to Item 17

Go to Agenda

Governing Board Meeting – December 19, 2018
Agenda Item: 17
BOD#: 2018-12-15

Agenda Item Title
Adjournment

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

Go to Agenda

Appendix A

A. Board Meeting Minutes from November 21, 2018

Submitted By
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)
November 21, 2018 Board Meeting Minutes

Superstition Fire & Medical District
Phone (480) 982-4440 ~ 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

Governing Board Meeting Minutes

November 20, 2018

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON TUESDAY, NOVEMBER 20, 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 House called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Chairman House.

C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Gene Gehrt, Director Jason Moeller and Director Larry Strand. Not present was Director Jeff Cross.

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

Legal Counsel Gene Neil attended, along with Board Secretary and HR Generalist Sherry Mueller.

1. Review and approval of the October 2018 financial reports and bank reconciliations. (BOD #2018-11-01)

Motion by Director Strand to approve the October 2018 financial reports and bank reconciliations.

Seconded by Director Moeller.

Vote 4 ayes, 0 nays, **MOTION PASSED.**

2. Recognition of employee performance, achievements, and special re1 cognition for community members. (BOD #2018-11-02)

November Employee Service Anniversaries were recognized:

27 Years:
Captain / Paramedic ***Mark Gomez***

12 Years:
Software Administrator & IT Specialist ***Lauren Daniel***

5 Years:

Account Clerk Specialist – AP/AR ***Jenn Burke***

3 Years:

EMT Ron Demarzo

EMT Justin Mueller

Paramedic Trevor Overson

Paramedic Chad Rutledge

Paramedic Jim Tucci

1 Year:
Paramedic Jake Millan

EMT Lucas Martinez

EMT Mark Nelson

Congratulations to Billy Warren on his recent graduation and receiving his Bachelor's Degree.

3. Call to the Public. (BOD #2018-11-N/A)

Tina Gerola, an employee of SFMD, publicly thanked Volunteer Jane Gehrt for her years of dedicated service. Tina said that Jane helped to start the Volunteer program, helped out with numerous events on weekends, and gave countless hours to SFMD over the years.

4. **Consideration and possible approval of all consent agenda items listed below (BOD #2018-11-03):**

   A. Board Meeting Minutes from October 17, 2018

   B. Purchase of Portable Radios

   C. Equipment Purchase for new Engine (C-95)

   D. Agreement for TRWC

Motion by Director Moeller to approve all consent agenda items.

Seconded by Director Strand.

Vote 4 ayes, 0 nays, **MOTION PASSED.**

5. **Discussion and possible approval of State Wildland Fire lease agreement at the Regional Training Center (RTC). (BOD #2018-11-04)**

Fire Chief Mike Farber stated, we have been working for over a year to sublease RTC space to the Arizona Department of Forestry & Fire Management. The cost to AZ Dept. of Forestry will be $8.00 per square foot for approximately 5000 square feet. The AJUSD will receive 30% of lease earnings with December 1, 2018 as the effective date.

Motion by Director Moeller to approve the Lease Agreement between Superstition Fire & Medical District and Arizona Department of Forestry and Fire Management.

Seconded by Director Strand.

Vote 4 ayes, 0 nays. **MOTION PASSED.**

6. **Review and possible approval of the Pinal / Maricopa County Elections Department canvass of the Fire Board Election on November 6, 2018 ballot. (BOD #2018-11-05)**

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

Michele Forney with Pinal County Elections Department sent SFMD's Official Elections Canvass (attached). The first page is the breakdown of total votes cast for the Board Member contest, and then total early votes, polling place votes and provisional votes. The second page is a breakdown by precinct. SFMD had 34,589 active registered voters and 3,538 inactive registered voters.

Motion by Director Strand to approve the November 6, 2018 Official Canvass of the Election results.

Seconded by Director Moeller

Vote 4 ayes, 0 nays. **MOTION PASSED.**

7. **Discussion, presentation and possible approval of the following policies (BOD #2018-10-06):**

100 Fire Service Authority
101 Chief Executive Officer
102 Oath of Office
103 Policy Manual
~~202 Interim Directives~~ (This policy was pulled from the meeting for further review)
203 Training Policy
204 Liability Claims
205 Electronic Mail

Administrative Services Director Anna Butel said we have been working on our new policy manual through the Lexipol software. The Board Members will have a month to review these policies and approve the following month. The above policies are all foundational policies in chapter 1 and some in chapter 2.

No Motion

8. Reports. (BOD #2018-10-09) Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Veterans Parade and Ceremony
- Veterans Fitness Run
- ISO Updates
  - Chief Farber met with the AJ City Manager / AJ Water / AZ Water
  - A Shift Water Tender Shuttle
- Cradlepoint

Assistant Chief of Emergency Operations Richard Mooney

- October 30, 2018 – B Shift Fire incident – 102 S. Ironwood
- Leadership Training:
  - Battalion Chief Academy – Attended by SFMD Captains Dupuis, Shively, Fox, Walka, Gomez and Ehrlich – 6 day class
- Ladder / TRT Training:
  - Quarterly Ladder
  - TRT Ladder Operations
  - Scottsdale Training Center
  - TRT End of Year Exercise
- Wildland Deployment:
  - Type 3
  - Southern California
  - Woolsey Fire
  - Crew: Logsdon, Blackstone, Dold and Philips
- 771 Total Incidents in the last month

Administrative Services Director Anna Butel

- Recruit Firefighter Interviews
  - Final interviews will be held on 11/26/2018
  - The next step will be the Intern Academy scheduled for December 14th and 15th
- Leslie Harper – Hired as a Full Time Transportation Services Paramedic
- Sedona Aulik - Volunteer

Pension Board

Clerk Gene Gehrt gave a Pension Board update. We have two Members going into the DROP in December (Dan McKinney and Mike Paul). The next Pension Board meeting will be on November 27 to accommodate the two going into DROP in December. We will have another Member going in to the DROP in February 2019 (John Christensen). Therefore, we will need another Pension Board meeting in January 2019.

Board Sanctioned Committees

- N/A

9. New Business / Future Agenda Items. (BOD #2018-11-08)

None.

10. Announcements (BOD #2018-11-N/A)

Fire Chief Mike Farber presented a gift and thank-you card to Volunteer Jane Gehrt for her years of service to SFMD. Fire Chief Mike Farber presented a plaque to Gene Gehrt for his years of service as a Board Member from 2014 to 2018. Chief thanked Gene for his support.

11. Adjourn (BOD #2018-10-11)

Motion by Director Strand at 6:04 PM to adjourn the meeting.

Seconded by Clerk Gehrt.

Vote 4 ayes, 0 nays. **MOTION PASSED.**

Governing Board Approval:

_____

Board Member

Sherry Mueller

Superstition Fire & Medical District

Governing Board Meeting

Tuesday, November 20, 2018
5:30 pm

27 Years of Service

Mark Gomez
Captain / Paramedic

Agenda Item #1

BOD # 2018-11-01

Review and approval of the October 2018 financial reports and bank reconciliations.

12 Years of Service

Lauren Daniel
Software Administrator – IT Specialist

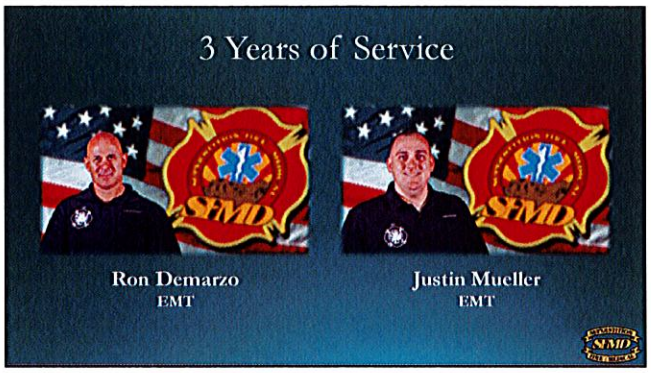
Agenda Item #2

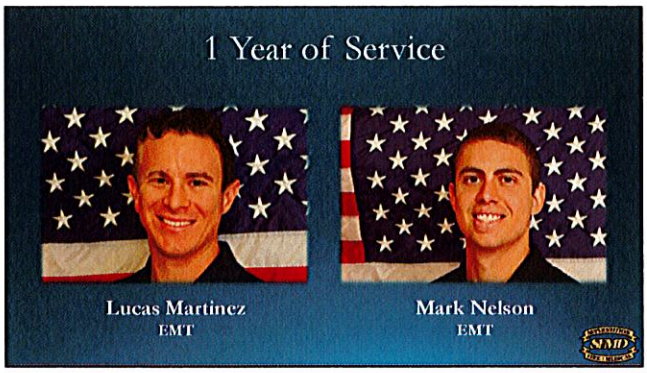
BOD # 2018-11-02

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

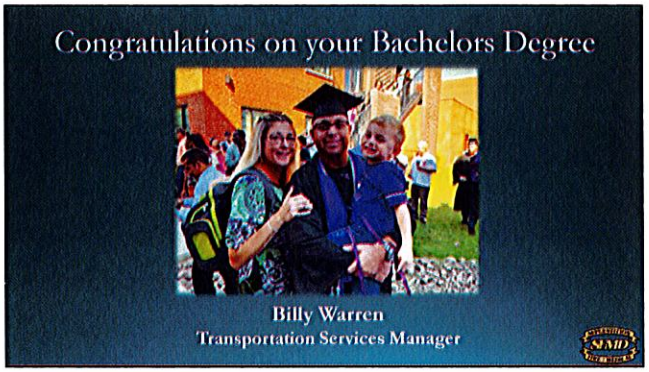
5 Years of Service

Jenn Burke
Account Clerk Specialist – AP/AR

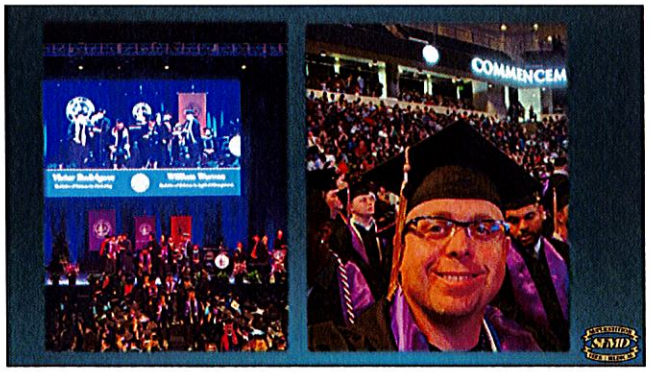

3 Years of Service
Ron Demarzo
EMT
Justin Mueller
EMT


1 Year of Service
Lucas Martinez
EMT
Mark Nelson
EMT

3 Years of Service
Trevor Overson
Paramedic
Chad Rutledge
Paramedic


Congratulations on your Bachelors Degree
Billy Warren
Transportation Services Manager

3 Years of Service
1 Year of Service
Jim Tucci
Paramedic
Jake Millan
Paramedic


COMMENCEM

Agenda Item #3

BOD # 2018-11-n/a

Call to the Public

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Agenda Item #4

BOD # 2018-11-03

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

a. Board Meeting Minutes from October 17, 2018
b. Purchase of Portable Radios
c. Equipment Purchase for new Engine (C-95)
d. Agreement for TRWC

Agenda Item #5

BOD #2018-11-04

Discussion and possible approval of State Wildland Fire Lease Agreement at the Regional Training Center (RTC).

State Fire currently wishes to lease 5,085 sq/ft at a cost of $8 per sq/ft the district will earn $3,390 monthly or $40,680 annually.

The School District has requested 30% of our lease earning ($12,200) based upon the above calculations. Resulting in $28,480 in annual potential earning for the district.

This Lease Agreement also incorporates an 18% per sq/ft utility usage charge. This allows the district to recover $10,980 of utility costs.

Agenda Item #7

BOD #2018-11-06

Review and possible approval of the Pinal / Maricopa County Elections Department canvass of the Fire Board Election on November 6, 2018 Ballot.

Agenda Item #8

BOD #2018-11-07

Discussion and possible approval of the following Policies:
100-Fire Service Authority
101-Chief Executive Officer
102-Oath of Office
103-Policy Manual
203-Training Policies
204-Liability Claims
205-Electronic Mail
Brought for review at the November 20, 2018 Board Meeting for final approval at the December 19, 2018 Board Meeting.

Agenda Item #8

BOD #2018-11-07

Reports

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

Fire Chief Report

- Veteran's Parade & Ceremony
- Veteran's Fitness Run
- ISO Update
  - City Manager/AJ Water/ AZ Water
  - A Shift Water Tender Shuttle
- Cradlepoint

Ladder/TRT Training

- Quarterly Ladder
- TRT Ladder Operations
- Scottsdale Training Center
- TRT End of Year Exercise

Operations Update Fire Incident

- October 30, 2018
- 18-85896
- B Shift
- 102 S. Ironwood #89
- Fully-Involved Trailer
- Exposures Protected

Operations Update

- Wildland Deployment
- Type 3
- Southern California
- Woolsey Fire
- Crew: Logsdon, Blackstone, Dold & Philips

Leadership Training

- BC Academy
- Six SFMD Captains
- Dupuis, Shively, Fox, Walka, Gomez & Ehrlich
- 6 Days of Classes

Incident Type by Category

Administrative Services Update

- Recruit Firefighter Interviews:
- The final set of interviews will be held on 11/26/18
- The next step will be the Intern Academy scheduled for December 14th & 15th
- Leslie Harper - Hired as Full Time Transportation Services Paramedic
- Sedona Aulik – Volunteer

Director & Volunteer Recognition

- Gene Gehrt, Board Clerk
- Jane Gehrt, Lead Volunteer

Agenda Item #9

BOD # 2018-11-08

New Business/Future Agenda Items

Agenda Item #11

BOD # 2018-11-09

Adjourn

Agenda Item 10

BOD #2018-11-n/a

Announcements

Appendix B

B. Renewal Insurance for 7710/Benchmark for 2019

Submitted By
Fire Chief Mike Farber
Administrative Services Director Anna Butel

Background / Discussion
On December 31, 2018, the District's current worker's compensation policy with 7710/Benchmark is set to expire. The renewal quote reflects a 10.8% increase over 2018's ($156,688) premium and has increased to $173,706 for 2019.

The 3 drivers for the increase are;

- Total payroll basis increased 6.7% from $9,200,862 to $9,819,713.
- Our Experience Modifier (EMOD) increased from .72 up to .77
- Net Rates adjusted in 2 payroll categories Firefighters from 2.4 to 2.41 & Municipal from 1.40 to 1.71

Staff recommends that the Board approve the 2019 renewal insurance quote from 7710/Benchmark for worker's compensation insurance coverage.

Financial Impact/Budget Line Item
2019 Worker's Compensation Policy $173,706

Enclosure(s)
Benchmark/7710 Insurance Renewal Quote– For Signature

Benchmark INSURANCE COMPANY

Benchmark Insurance Company
3250 Lacey Road Suite 140
Downers Grove, IL 60515
P: (312) 216-2800

Workers' Compensation Quote Proposal

Print Date: 11/27/2018
Quote Number: 5677

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

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

Quote Terms:

Carrier:	Benchmark Insurance Company
Coverage Type:	Workers' Compensation
Transaction Type:	Renewal
Basis:	Estimated Payroll ($9,819,713)
Estimated Premium:	$ 173,706
Coverage Dates:	12/31/2018 - 12/31/2019
Payment Plan:	Quarterly Installment

Coverage Information:

Workers' Compensation Coverage AZ

Employers Liability:

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

Required Information to Bind Coverage:

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

Prior to Binding, Please Confirm the Following:

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

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

Benchmark Insurance Company
3250 Lacey Road Suite 140
Downers Grove, IL 60515
P: (312) 216-2800

Superstition Fire & Medical
12/31/2018-12/31/2019
Carrier: Benchmark Insurance Company

Premium Summary

State	Premium
AZ	$173,706
Total Estimated Annual Premium	**$173,706**

Benchmark INSURANCE COMPANY

Benchmark Insurance Company
3250 Lacey Road Suite 140
Downers Grove, IL 60515
P: (312) 216-2800

Superstition Fire & Medical
12/31/2018-12/31/2019
Carrier: Benchmark Insurance Company

State	Code	Loc.	Description	Payroll	Base Rate	Premium	Net Rate
AZ	8411	1	Voluntary Personnel	$48,000	1.80	$864	0.91
AZ	7710	1	Firefighters	$5,590,767	4.75	$265,561	2.41
AZ	8380	1	Automobile Service Or Repair Center & Drivers	$185,106	2.22	$4,109	1.13
AZ	8810	1	Clerical Office Employees Noc	$1,912,342	0.16	$3,060	0.08
AZ	8868	1	College: Professional Employees & Clerical	$179,730	0.39	$701	0.20
AZ	9410	1	Municipal, Township, County Or State Employee Noc	$1,903,768	3.37	$64,157	1.71

Total Payroll	$9,819,713		
Total Manual Premium:			$338,452
Policy Limits		1.011	3,723
Experience Modification		0.770	(78,700)
Schedule Modification		0.750	(65,869)
Alcohol and Drug Free Workplace		0.950	(9,880)
Total Modified Premium			**197,606**
Premium Discount		0.914	(16,144)
Expense Constant		160	160
Terrorism		0.010	982
Catastrophe		0.010	982
	AZ Premium:		**$173,706**

Benchmark INSURANCE COMPANY

Benchmark Insurance Company
3250 Lacey Road Suite 140
Downers Grove, IL 60515
P: (312) 216-2800

Superstition Fire & Medical
12/31/2018-12/31/2019
Carrier: Benchmark Insurance Company

Policy Minimum Premium: $750

Deposit Requirement (see Deposit Invoice)
Deposit: $ 53,598

Proposed Billing Schedule:

Description	Amount	Due Date
Deposit Requirement	$53,598	12/31/2018
Installment Bill	$40,036	04/15/2019
Installment Bill	$40,036	07/15/2019
Installment Bill	$40,036	10/15/2019

Waiver Charges:

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

Notes:

General Conditions:

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

Benchmark Insurance Company
3250 Lacey Road Suite 140
Downers Grove, IL 60515
P: (312) 216-2800

Print Date 11/27/2018
Quote Number 5677

Broker/Agency:
JW & Associates Insurance Services Inc
8772758347

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

Quote Terms

Carrier	Benchmark Insurance Company
Coverage Type	Workers' Compensation
Transaction Type	Renewal
Basis	Estimated Payroll (9,819,713)
Estimated Premium	$ 173,706.00
Coverage Dates	12/31/2018 - 12/31/2019
Payment Plan	Quarterly Installment

REQUEST TO BIND COVERAGE

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

Broker/Agent Initials: _____

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

Applicant's Company Name: _____

Primary Contact (First & Last Name): _____

Primary Contact Email: _____

Applicant's Signature: _____

Applicant's Initials: _____

(I hereby consent to allow my policy to be electronically transmitted - email/website portal - and I understand that I can request a hard copy at any time)

Each policyholder will be able to access all the tools and information available on the Online Service Center. This is a free online service that can be accessed through www.bicwd.chsitech.com.

Please return with the signed Acord 130, copy of deposit check (if applicable) to submissions@7710insurance.com

Benchmark INSURANCE COMPANY

Benchmark Insurance Company
3250 Lacey Road Suite 140
Downers Grove, IL 60515
P: (312) 216-2800

DEPOSIT INVOICE

Invoice #: 77D1812102958
Invoice Date: 11/27/2018
DUE: 12/31/2018

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

Quote Terms

Carrier	Benchmark Insurance Company
Coverage Type	Workers' Compensation
Transaction Type	Renewal
Coverage Dates	12/31/2018 - 12/31/2019
Payment Plan	Quarterly Installment

Please make all payments payable to:
Benchmark Insurance Company
PO Box 413156
Salt Lake City, UT 84141-3156

Description	
Policy Deposit	51,474.00
Policy Expenses & Fees:	2,124.00
TOTAL DUE TO BIND COVERAGE:	**53,598.00**

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

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

Broker/Agency:
JW & Associates Insurance Services Inc.
8772758347

Appendix C

C. Disposition of Surplus Property – 2014 iPad 2

Submitted By
Mike Farber, Fire Chief
Anna Butel, Administrative Services Director

Background / Discussion
SFMD Board Director Gene Gehrt's iPad that was purchased in 2014 and is up for replacement for the incoming board member is set for disposition as a surplus item with little or no resale value. Staying consistent with past practice it is recommended to offer the item for $1.00 to Mr. Gehrt.

Financial Impact/Budget Line Item
N/A

Enclosure(s)

Appendix D

D. Superstition Mountain Museum - Heritage Days Apacheland Reunion Staffing Agreement

Submitted By
Assistance Chief Rick Ochs

Background / Discussion
This contract is to provide EMS Standby for Heritage Days / Apacheland Reunion as requested by the Superstition Mountain Museum. The contract is valid for two days, January 12th and 13th of 2019. Costs are based on fully loaded overtime rates for one EMT provider and one Paramedic provider. This is an annual contract that has been previously approved by the District's Attorney.

Financial Impact/Budget Line Item
$2,651.40 – Revenue – EMS Contracts 100-10-42075-41

Enclosure(s)
Contract

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.sfmd.az.gov

September 25, 2018

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

Re: **2019 Heritage Days / Apacheland Reunion**

Mr. Danford,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Heritage Days / Apacheland Reunion on January 12th and 13th, 2019. This is a joint agreement between Superstition Mountain Museum and the Superstition Fire & Medical District, and is only valid for the scheduled event days of January 12th and 13th, 2019. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services, as required by the Pinal County Special Event Permit. As a component of this agreement, and at your request, a letter can be provided to Pinal County Development Services with regards to the established 911 system response capabilities and available resources.

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

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified Emergency Medical Technician, basic level provider to staff a medical aid station at the event located at 4087 N. Apache Trail, Apache Junction, AZ 85119. Event days are on Saturday, January 12, 2019 from the hours of 9:00 am until 8:00 pm, and on Sunday, January 13, 2019 from the hours of 09:00 am until 4:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.sfmd.az.gov

Superstition Mountain Museum Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 12 (08:30am-8:30pm) and Sunday, January 13 (08:30-4:30pm), 2019 for a total of 20 hours per Schedule 'A' (attached).
2. Provide a secure and centralized location for the staging of an Adaptive Response Emergency Vehicle. This location shall have direct access in and out of the event grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.
3. Signage to identify the medical aid services location.
4. Provide radio equipment to allow for an emergency communications link from the medical aid station to event security and event coordinators throughout the duration of the event.
5. Clear and protected access at all times for additional emergency vehicle traffic into the event.
6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

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

Superstition Fire and Medical District

Agent:_____

Printed:_____

Co-Agent:_____

Printed:_____

Superstition Mountain Museum

Agent: Jeffrey F. Danford 480-292-0815

Printed: JEFFREY F. DANFORD

Co-Agent:_____

Printed:_____

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.sfmd.az.gov

SCHEDULE 'A'

Cost of two personnel for 12 hours (8:30 am through 8:30 pm) on January 12th, 2019. [.5 hours for transportation, set-up and take-down]

Personnel costs:

1	Certified Paramedic Provider @ $71.06, per hour	*Cost for 12 hours*	$ 852.72
1	Certified EMT Provider @ $61.51, per hour	*Cost for 12 hours*	$ 738.12
		Cost per day	$1590.84

Cost of two personnel for 8 hours (8:30 am through 4:30 pm) on January 13th, 2019. [.5 hours for transportation, set-up and take-down]

Personnel costs:

1	Certified Paramedic Provider @ $71.06, per hour	*Cost for 8 hours*	$ 568.48
1	Certified EMT Provider @ $61.51, per hour	*Cost for 8 hours*	$ 492.08
		Cost per day	$1060.56
		Total Cost for 20 hours	**$2651.40**

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

Appendix E

E. Renaissance Limited Contract

Submitted By
Assistant Chief Rick Ochs

Background / Discussion

This is a two year contract with Renaissance Limited which begins on January 1, 2019 and continues through December 31, 2020. The contract provides for year-round fire suppression services as well as Emergency Medical Services for scheduled festival days. Fire suppression services are billable, and based upon established rates per crew and apparatus utilized at an incident on the Renaissance property. EMS services that are provided for the scheduled festival dates are calculated on fully loaded overtime rates for district personnel and include a fee for use of equipment and disposable supplies.

Changes to the contract:
In all previous years, Renaissance Limited had only agreed to provide funding for two EMS providers during each festival day. For the year 2019, they have agreed to add a third provider for all days except the two School Days. And beginning in the year 2020, Renaissance Limited has agreed to provide funding for a fourth EMS provider for all days except the two School Days.

For the 2019 Renaissance Festival, Renaissance Limited will pay $36,322.80 for EMS services.
For the 2020 Renaissance Festival, Renaissance Limited will pay $48,810.09 for EMS services.

Financial Impact/Budget Line Item

FY 2019 $36,322.80	Revenue – EMS Contracts 100-10-42075-41
FY 2020 $ 48,810.09	Revenue – EMS Contracts 100-10-42075-41

Enclosure(s)
Contract

Superstition Fire & Medical District
565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.afjire.org

CONTRACT FOR FIRE AND MEDICAL SERVICES

THIS AGREEMENT ("Agreement") is entered and made effective as of the 1st day of January, 2019, by and between the **SUPERSTITION FIRE & MEDICAL DISTRICT** ("FIRE DISTRICT"), a political subdivision of the State of Arizona, and **ARIZONA RENAISSANCE LIMITED PARTNERS**, hereinafter **"RENAISSANCE LIMITED."**

RECITALS

1. The **FIRE DISTRICT** is a political subdivision of the State of Arizona, charged with the responsibility of providing fire protection and emergency medical services within its boundaries; and,

2. The **FIRE DISTRICT** possesses fire fighting and emergency medical equipment and has trained personnel to provide firefighting and emergency medical services; and,

3. The **FIRE DISTRICT** provides both Basic Life Support and Advanced Life Support, emergency medical services (E.M.S.); and,

4. **RENAISSANCE LIMITED** owns certain property located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 (the "RENAISSANCE PROPERTY"), which is located outside the jurisdictional boundaries of the **FIRE DISTRICT** where **RENAISSANCE LIMITED** operates a RENAISSANCE FESTIVAL on certain dates annually each February and March; and

5. **RENAISSANCE LIMITED** is not located within the jurisdictional boundaries of any city, town or fire district, and has no fire protection or emergency medical services at this time; and,

6. **RENAISSANCE LIMITED** is familiar with the fire suppression and EMS services provided by the **FIRE DISTRICT** and has contracted with the **FIRE DISTRICT** for EMS services for the duration of the RENAISSANCE FESTIVAL over the course of several years; and,

7. **RENAISSANCE LIMITED** desires a contract with the **FIRE DISTRICT** for:

   A. RENAISSANCE FESTIVAL SERVICES: Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2019 and 2020. Dates and times for year 2019 are identified in **section I. 2. A through D**. Dates and times for year 2020 are yet to be determined but must equate to the same total number of days and hours of operation as the year 2019 to avoid additional charges.

   B. YEAR-ROUND FIRE SUPPRESSION SERVICES: Fire Suppression services at the RENAISSANCE PROPERTY for the period of January 1, 2019 through December 31, 2020. Services under this subparagraph B are separate from the services described in subparagraph A above.

8. The **FIRE DISTRICT** desires to contract with **RENAISSANCE LIMITED** to provide Fire Suppression and Emergency Medical services upon the terms and conditions as set forth in the Agreement.

9. **RENAISSANCE LIMITED** and the **FIRE DISTRICT** each acknowledge that this contract excludes ambulance transport services.

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

I. **EMERGENCY MEDICAL SERVICES during RENAISSANCE FESTIVAL**

1. The **FIRE DISTRICT** will provide on site emergency medical services to the property of **RENAISSANCE LIMITED,** located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118.

2. For the purposes of this contract **On Site** emergency medical services is defined as follows:

A. Two state certified Emergency Paramedic's on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) each of the following days; February 9, 10, 16, 17, 18, 23 and 24, March 2, 3, 9, 10, 16, 17, 23, 24, 30 and 31, 2019

B. One state certified Emergency Medical Technician on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) hours each of the following days; February 9, 10, 16, 17, 18, 23 and 24, March 2, 3, 9, 10, 16, 17, 23, 24, 30 and 31, 2019

C. One state certified Emergency Paramedic on site from 08:30 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days" March 5 and 7, 2019.

D. One state certified Emergency Medical Technician on site from 0830 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days" March 5 and 7, 2019.

E. All emergency medical equipment required by the State of Arizona in order to allow personnel to function as Advanced Life Support providers.

F. Radio communications, equipment consisting of two VHF hand held portable radios capable of transmitting and receiving on designated **FIRE DISTRICT** frequencies.

G. One motorized cart type vehicle capable of transporting personnel, equipment and a patient throughout **RENAISSANCE LIMITED** properties.

H. Certificates of Insurance for Professional Health Care, Good Samaritan Liability coverage and statutory Worker's Compensation for the State of Arizona.

I. Copies of Daily Report Log for all activity conducted by **FIRE DISTRICT** personnel while on site. The Daily Report Log contains the Date, general Complaint and Aid rendered to each person treated.

J. On site supervision and management of emergency medical service personnel as the **FIRE DISTRICT** deems required fulfilling its contractual obligations.

K. When **FIRE DISTRICT** employees are directed to remain on site beyond the contractual hours, an hourly rate of $193.36 will be paid to the **FIRE DISTRICT,** and will be billed in fifteen minute increments.

L. High Volume Demands: High Volume Demands are defined as; Two (2) or more patients simultaneously requiring advanced life support care. When a High Volume of Incidents strain the Paramedic providers ability to provide adequate care for all patients in his/her charge the **FIRE DISTRICT** may request the response of a ***Fire and Medical*** crew for support.

The **Fire and Medical** crew (*One of the Fire District's On-Duty crew's with additional paramedic providers*) will assist with patient care until such time that "High Volume Demands" have been transported to a hospital or have refused further treatments. When a Fire and Medical crew is utilized a rate of $267.09 per hour will be paid to the **FIRE DISTRICT**. This cost includes the crew and the apparatus, and will be billed in 15 minute increments.

II. ON SITE FACILITIES

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

III. YEAR-ROUND FIRE SUPPRESSION

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

IV. PAYMENT - EMS

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

A) **RENAISSANCE LIMITED** agrees to pay: Thirty-Six Thousand, Three Hundred and Twenty-Two Dollars, and Eighty Cents ($36,322.80) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2019. This includes Two (2) Paramedic level providers and One (1) EMT Basic level provider each scheduled day, with the exception of School Days. One (1) Paramedic level provider and One (1) EMT Basic level provider will be provided for each School Day. Payments will be provided in three (3) installments of $12,107.60 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2019.

B) **RENAISSANCE LIMITED** agrees to pay: Forty-Eight Thousand, Eight Hundred and Ten Dollars, and Nine Cents ($48,810.09) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2020. This includes Two (2) Paramedic level providers and Two (2) EMT Basic level provider each scheduled day, with the exception of School Days. One (1) Paramedic level provider and One (1) EMT Basic level provider will be provided for each School Day. Payments will be provided in three (3) installments of $16,270.03 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2020.

C) Any additional charges, as per **section I. 2. K. and I. 2. L.** will be billed to **RENAISSANCE LIMITED** within sixty days of the occurrence and are due and payable within 30 days of receipt at the **FIRE DISTRICT** offices.

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

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

D) Fire Suppression Services for **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 for the period of January 1, 2019 through December 31, 2020. **Excluded is Medical Services provided on site at the Renaissance Festival for the dates and times identified in section I. 2. A through D** for year 2019 and 2020. **RENAISSANCE LIMITED** agrees to pay: A Crew Rate of Two Hundred and Sixty-Five Dollars ($265.00) per crew, per hour (billed in fifteen minute increments) for incidents on Renaissance Property when the **FIRE DISTRICT** is summoned. An additional Apparatus Rate will be billed per hour (billed in fifteen minute increments) for the apparatus assigned to each crew. The billable Apparatus Rate is based on apparatus type as per **Schedule A** below.

Schedule A: Apparatus Rate by type

- Fire Engine: $139.00 per hour
- Ladder Truck: $160.00 per hour
- Water Tender: $125.00 per hour
- Brush Truck: $ 85.00 per hour
- Command Vehicle: $ 74.00 per hour
- Utility Truck: $ 85.00 per hour
- Rehab Truck: $ 78.00 per hour

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

VI. **CODE ENFORCEMENT**

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

VII. **INDEMNIFICATION**

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

VIII. **CANCELLATION**

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

IX. **NOTICES**

- Notices to the **FIRE DISTRICT** will be delivered to:
  SUPERSTITION FIRE & MEDICAL DISTRICT
  Attn: Fire Chief
  565 North Idaho Road
  Apache Junction, Arizona 85119

- Notices to **RENAISSANCE LIMITED** will be delivered to:
  RENAISSANCE LIMITED
  Attn: Jeff Siegel
  12601 E. Highway 60
  Gold Canyon, Arizona 85118

- Notices to **RENAISSANCE LIMITED** will be delivered to:
  RENAISSANCE LIMITED
  12601 E. Highway 60
  Gold Canyon, Arizona 85118

X. **INTEGRATION**

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

XI. **CHOICE OF LAW**

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

XII. **INSPECTION**

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

XIII. **EMERGENCIES**

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

XIV. **EFFECTIVE DATE**

THIS CONTRACT shall be effective from January 1, 2019, to December 31, 2020.

XV. **INDEPENDENT CONTRACTOR**

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

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

XVI. **INSURANCE**. **RENAISSANCE LIMITED** shall provide and maintain and/or cause its subcontractors to provide and maintain reasonable and appropriate insurance. In no event shall the total coverage provided by **RENAISSANCE LIMITED** be less than the minimum insurance coverage specified in, and in accord with, the following:

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

XVII. **TERMINATION OF AGREEMENT**

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

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

ARIZONA RENAISSANCE LIMITED PARTNERS, an Arizona Limited Partnership,

By: _____

Jeff Siegel, General Partner

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

By:_____

Chairman of the Fire Board

ATTEST:

_____

Clerk of the Fire Board

ADDENDUM TO AGREEMENT

(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective this ___ day of _____, 201__, is added to that certain Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter "SFMD") and _____ (hereinafter "Vendor"), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. Termination: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.

2. Limits of Liability: Notwithstanding any provision or proposal to the contrary, the Vendor's liability shall not be limited to the amount of its fees, but instead the Vendor shall be liable for any damages as a result of Vendor's breach of Agreement or negligent acts or omissions.

3. Indemnification: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.

4. Non-Discrimination: Vendor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

5. Legal Arizona Workers Act Compliance: Vendor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

   A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

   SFMD retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

6. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

7. Third Party Antitrust Violations: Vendor assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Vendor toward fulfillment of this Agreement.

8. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

9. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

10. Relationships: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.

11. Subcontracting: The Vendor may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.

12. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.

13. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.

14. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.

15. Insurance: The Vendor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor and SFMD from claims set forth below which may arise out of or result from the Vendor's operations under the parties' Agreement and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

    a. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (the Vendor and all subcontractors of Vendor, on request shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);

    b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;

    c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees, where attributable to Vendor's act or omission;

    d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;

    e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

    f. claims for professional errors or omissions;

    g. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

    h. claims involving Vendor's obligations of indemnity under the parties' agreement.

    The insurance required by this section shall be written in the amount of not less than $1,000,000 single claim and $2,000,000 aggregate limit of liability. SFMD shall be listed as an additionally named insured, as to items b-f above. The Vendor shall submit to SFMD, if requested, a certificate evidencing such insurance coverage with the provision for SFMD to be given 30 days notice prior to cancellation or nonrenewal of the policy during the course of the project. Said insurance shall be maintained and in force during the life of the project and for at least six (6) months after the date of completion of the services anticipated under this

Agreement.

16. Termination for Convenience: The SFMD reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the SFMD without penalty or recourse. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to the SFMD upon demand. The Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

The undersigned Vendor hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

This Addendum shall be effective on and from the day and year first above written. To the extent this Addendum conflicts with or is inconsistent with any term of the original Agreement referenced above, this Addendum shall control. In all other respects and manner, the original Agreement entered into by and between the parties shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this ___ day of _____, 201__.

SUPERSTITION FIRE & MEDICAL DISTRICT, a political subdivision of the State of Arizona

By: _____
Board Chair

ATTEST:

_____
Board Clerk

VENDOR

By: _____

Name: _____

Its: _____

ARO \P:\DISTRICTS\SUPERSTITION FIRE\AGMTS\ADDENDUMS\Generic Addendum-Services 5.3.18.doc

Appendix F

F. The Preplanners Agreement

Submitted By
Assistant Chief Rick Ochs

Background / Discussion
This is a Professional Services Agreement between THE PREPLANNERS, LLC, and the SFMD to complete nine Preplan documents. This is a budgeted item in the FY 2018-2019 budget. Additionally, this is an annual contract which has previously been approved by the Board's Attorney.

Financial Impact/Budget Line Item

$4000 Professional Services 100-50-62010-08

Enclosure(s)
Contract

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made by and between THE PREPLANNERS, LLC, a Limited Liability Company, 11152 E. Sombra Ave. Mesa, AZ 85212 (the "Company"), and the Superstition Fire & Medical District, 565 N. Idaho Rd. Apache Junction, AZ 85119 (the "Client").

FOR CONSIDERATION of the mutual promises and covenants contained herein, the Company and Client agree as follows:

1. SCOPE OF WORK

A. Professional Services: Company agrees to provide Professional Drafting and Design Preplans (the "Services") as described in Exhibit A, which is attached hereto and expressly incorporated herein by reference.

B. Performance Monitoring: To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to Asst. Chief Rick Ochs (the "Project Manager") by the dates indicated: First Phase – no later than January 1, 2019. Dates for future phases shall be added as addendums to this agreement.

C. Revisions to Scope of Work: The Company reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the Company must be agreed to in writing and signed by the Company and the Client prior to proceeding with any change.

2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, January 1, 2019, and shall not extend beyond June 30, 2019 not more than 6 months after the effective date, unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

A. Fee: The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed $4,000.00 for the term of this Agreement.

B. Invoice for Payment: Company shall prepare 2 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to: Jennifer Burke (Jennifer.burke@ajfire.org) via email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

Payment is due upon receipt and is past due ten (10) business days from receipt of Invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's Invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

C. Reimbursable Costs. Client shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client's approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

D. Taxes Liability: Client and Company agree that Company is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and that the Client will not deduct such taxes from any payment to the Company.

4. CONFIDENTIALITY

Client agrees to keep confidential and not to disclose to third parties any information provided by the Company pursuant to this Agreement without the Company's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

Client agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Company solely, or with others, resulting from the performance of Company's responsibilities and obligations pursuant to the Agreement are "works made for hire" and the property of the Company. If for any reason the Work would not be considered a work made for hire under applicable law, Client does hereby sell, assign, and transfer to the Company, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Client agrees to provide whatever assistance is necessary for the Company to

preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

Ownership of Documents and Other Data: Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Client unless otherwise agreed to by both parties. However, Contractor shall retain ownership of the proprietary program used to create the documents or data used by Client. The Client may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

6. TERMINATION OF AGREEMENT

A. Termination for Breach of Agreement: The Company may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Client.

B. Termination for Convenience: Either Party may terminate this Agreement for convenience by providing thirty (30) days prior written notice.

C. Payment Upon Termination: Upon termination for any reason, the Client shall pay Company for all fees and expenses in accordance with provision 2 above already provided or incurred through the effective date of termination.

In the event of termination pursuant to subsection A above, Client shall be liable to the company for any additional expenses incurred by the Company for satisfactory completion of the Services.

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

It is expressly understood that Company is an independent contractor and not the agent or employee of the Client.

8. LIABILITY

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement.

During the performance of Services, the Company shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Superstition Fire & Medical District.

9. ASSIGNMENT OR MODIFICATION

Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Arizona which shall also be the venue for any disputes arising hereunder.

11. USE OF CLIENT NAME

Company agrees it will not use the name or intellectual property, including but not limited to, Client trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Client.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the latest date set forth below.

THE PREPLANNERS, LLC	**SUPERSTITION FIRE/MEDICAL DISTRICT**
_____	_____
Signature	Signature
Robert Perez	_____
Printed Name	Printed Name
Partner	_____
Title	Title
January 1, 2019	_____
Date	Date

EXHIBIT A

SERVICES

Company agrees to provide the following Services for the Client, subject to Company's timely receipt of the Client's required information listed below.

- Provide electronic copies of SFMD designated preplan(s). The format will be an AutoCAD (.DWG) file.

- Provide electronic copies of SFMD designated preplan(s). The format will be an Adobe Acrobat (.PDF) file.

- Both DWG & PDF files will be uploaded to the SFMD FTP site (if available).

- Provide preplan(s) that are spatially correct, using the projection standard of NAD83 Arizona Central State Plane – US Foot – zone 202.

- Provide standardized symbols for fire department protection features and utility shut-offs.

- Provide a preplan(s) layout for each designated address, utilizing paper sizes of 8.5" x 11" or 11" x 17" format.

- Levels of Details:

    1. Shell building with fire protection features or,
    2. Detailed building layout showing interior walls, door swings, text, etc., plus fire protection features.

EXHIBIT A
(Continue)

SERVICES

The following information will be required by the Company in order to create preplans for the Client.

- Current Land base shape files. This information will be used to spatially locate preplans. Specific shape files needed are:

    1) Street ROWs or Parcels
    2) Lot lines (if available)
    3) Building footprints (if available)
    4) Address points
    5) Fire Hydrants
    6) Parking lot lines (if available)

- Access to aerials used by SFMD. This information will aid in the development of parking lot lines and/or preplans.

- Order of priority for preplan development (Schools, Commercial, etc).

- A photo copy of each completed Site Inspection Survey, which will be used for recordkeeping purposes. Survey must be complete, in order for the preplan(s) to be completed in a timely manner.

- Access to SFMD FTP Site which will be used for posting completed preplan DWG's and PDF's.

- Designated mailbox location for Site Inspection Surveys drop-off/pick-up if necessary.

EXHIBIT B

FEES

Company will charge the following fees for performance of Services described in Exhibit A.

Development Fees	$ 500.00 ea.	$	4,000.00

First Phase includes the following items:

1) Development of a total of 9 Preplans
   - No Charge for Gold Canyon RV & Gold Resort
     (Recently completed by the company, adding 900 sq./ft.)

2) Preplan Post-processing (for inclusion into CAD Mobile Map)

3) Update to Site Inspections Survey forms and Preplan Title Blocks with current Superstition Fire & Medical District logo.

4) Administrative cost

Total Cost:	**$**	**4,000.00**

Any reimbursable expenses will be determined on an as needed basis, at which time both parties will agree upon the type of expense and associated cost.

PREPLAN DEVELOPMENT

1. **Ross Department Store**
   W Apache Trail, Apache Junction, AZ

2. **Goodwill Store**
   W Apache Trail, Apache Junction, AZ

3. **Big O Tires**
   Apache Junction, AZ

4. **Discount Tire**
   Apache Junction, AZ

5. **Shoppers Supply**
   Apache Junction, AZ

6. **MVS Tags and Title**
   Apache Junction, AZ

7. **Filiberto's**
   Apache Junction, AZ

8. **Leisure Plaza**
   Apache Junction, AZ

9. **Gold Canyon RV & Golf Resort**
   7151 E US 60 Hwy, Gold Canyon AZ

Appendix G

G. Disposition of Surplus Property – Computer Equipment

Submitted By
Anna Butel, Administrative Services Director
Lauren Daniel, Software Administrator & IT Specialist

Background / Discussion
Computer equipment past its useful life has been inventoried for disposition.

Pending approval from the Board, these items will be sent to DMD for hard drive wipes and purchase.

Financial Impact/Budget Line Item

- DMD will wipe all hard drives - $15 each
- DMD will evaluate the equipment and send a quote for purchase – approximately $45 per computer

Enclosure(s)
Inventory List

Computer Equipment for Disposition

Item #	Item Description	Qty	Asset #
1	Surface Pro 3 Tablet & Keyboard	2	6993, 7030
2	HP Pro x2 Mini Laptop	1	7051
3	Panasonic Toughbook CF-31 Laptop	7	6680, 6686, 6687, 6688, 6694, 6697, 6700
4	Sierra Wireless Mobile Hotspot	7	n/a
5	HP LaserJet P1606dn Printer	1	n/a
6	HP Compaq Pro 4300 Small Form Factor Desktop Computer	1	6937
7	APC Battery Backup/Surge Protector	3	n/a
8	HP ProDesk 400 G1 MT Desktop Computer	1	6931
9	Lexmark OfficeEdge Pro5500 Inkjet All in One Printer	1	6520
10	HP Color LaserJet Pro MFP M476dn All in One Printer	2	n/a
11	HP OfficeJet Pro L7680 All in One Printer	1	n/a
12	Samsung Smart Phone	1	n/a
13	Panasonic CF-C2 Battery	2	n/a
14	Apple iPad	4	n/a
15	Verizon Jetpack Hotspot Device	1	n/a
16	HP Pro 3500 Series MT Desktop Computer	3	6941, 6943, 6951
17	HP Compaq Pro 6300 Microtower Desktop Computer	1	6718
18	HP EliteBook Docking Stations	2	n/a
19	Panasonic Toughbook CF-H2 Rugged Tablet	1	6655
20	Misc Computer Hardware - Network Cards, Video Cards, Etc.		n/a
21	Misc Keyboards, Mice, and Accessories		n/a