

VERSION 1.0
November 20, 2019



BOARD OF DIRECTORS MEETING

NOVEMBER 20, 2019

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



Superstition Fire & Medical District

Board of Directors Meeting Agenda

November 20, 2019

Mission Statement

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

The Board will hold a meeting on Thursday, November 20, 2019. 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 October 2019 financial reports and bank reconciliations. (BOD #2019-11-01)

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-11-02)

3. Call to the Public. (BOD #2019-11-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 #2019-11-03):

- A. Board Meeting Minutes from October 16, 2019
- B. Executive Session Minutes from October 16, 2019
- C. Revised Intergovernmental Agreement with Mesa Fire and Medical Department Regional Dispatch System
- D. Disposition of Surplus Property
- E. Renewal Insurance for 7710 for 2020
- F. Renewal for Pre-Planners LLC

5. Discussion and possible approval regarding changing the time of future Board of Directors meetings. (BOD #2019-11-04)

6. Discussion, direction and possible approval on whether or not A.R.S. Statutes would allow the District to not have to get 3 bids for professional services pertaining to the search for the next Fire Chief, alignment of current procurement policy and definition of “professional services”. (BOD #2019-11-05)

7. Discussion, presentation and possible approval of the following Policies brought for review at the October 16, 2019 Board Meeting for final approval at the November 20, 2019 Board Meeting. (BOD #2019-11-06)

- 700 – Use of District-Owned Property
- 702 – Vehicle and Apparatus Inspections, Testing, Repair and Maintenance
- 322 – Child Abuse
- 326 – Adult Abuse
- 1040 – Family and Medical Leave

8. Discussion and presentation of the following Policies brought for review at the November 20, 2019 Board Meeting for final approval at the December 18, 2019 Board Meeting. (BOD #2019-11-07)

New Policies for Review:

- 1008 Tuition Reimbursement
- 1041 Military Leave

9. Reports. (BOD #2019-11-08)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

Assistant Chief of Emergency Operations Richard Mooney

Assistant Chief of Planning & Logistics Richard Ochs

Deputy Chief Jeff Cranmer

Administrative Services Director Anna Butel

Finance Director Roger Wood

Captain John Walka

Transportation Services Manager Billy Warren

10. Possible vote to go in to Executive Session for legal advice pursuant to §A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) RE: IRS quarterly payment concerns; reporting requirements; software issues relating to the same. (BOD #2019-11-09)

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

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

11. Discussion and possible action regarding the Executive Session for the IRS quarterly payment concerns; reporting requirements; software issues relating to the same. (BOD #2019-11-10)

12. Possible vote to go in to Executive Session for legal advice pursuant to §A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) RE: pending personnel matter and possible settlement of claim pertaining to the Brooks matter. (BOD #2019-11-11)

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

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

13. Discussion and possible action regarding the Executive Session for the Brooks matter. (BOD #2019-11-12)

14. New Business / Future Agenda Items. (BOD #2019-11-13)

15. Announcements (BOD #2019-11-N/A)

16. Adjourn (BOD #2019-11-14)

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: November 14, 2019

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 – November 20, 2019

Agenda Item: 1

BOD#: 2019-11-01

Agenda Item Title

Review and approval of the October 2019 financial reports and bank reconciliations.

Submitted By

Finance Director Roger Wood

Background/Discussion

The District's accounting department staff prepares the monthly financial reports. The District's annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the October 2019 financial reports and bank reconciliations."



Go to Item 2

Go to Agenda

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **October 2019**:

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

Todd House, Board Chair

Date



October 2019

Governing Board Meeting – November 20, 2019

Agenda Item: 2

BOD#: 2019-11-02

Agenda Item Title

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

Submitted By

Fire Chief Mike Farber

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.

SFMD History – Fire Chief Jim Geil

November Service Anniversaries

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

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

6 Years: Account Clerk Specialist – AP/AR **Jenn Burke**

4 Years:

EMT **Ron Demarzo**

EMT **Justin Mueller**

Paramedic **Trevor Overson**

Paramedic **Jim Tucci**

2 Years:

Paramedic **Jake Millan**

EMT **Lucas Martinez**

Firefighter **Mark Nelson**

Special Recognition – Crystal Martin – Paramedic of the Year Award



Go to Item 3

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 3

BOD#: 2019-11-n/a

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

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

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

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

Background / Discussion

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

Scheduled

None



Go to Item 4

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 4

BOD#: 2019-11-03

Agenda Item Title

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

- A. Board Meeting Minutes from October 16, 2019 – **Appendix A**
- B. Executive Session Minutes from October 16, 2019
- C. Revised Intergovernmental Agreement with Mesa Fire and Medical Department Regional Dispatch System – **Appendix C**
- D. Disposition of Surplus Property – Donation to Good Will **Appendix D**
- E. Renewal Insurance for 7710 for 2020 - **Appendix E**
- F. Pre-Planners LLC Renewal - **Appendix - F**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for November 20, 2019.”



[Go to Item 5](#)

[Go to Appendices](#)

[Go to Agenda](#)

Governing Board Meeting – November 20, 2019

Agenda Item: #5

BOD#: 2019-11-04

Agenda Item Title

Discussion and possible approval regarding changing the time of future Board of Directors meetings.

Submitted By

Board Director Larry Strand

Background/Discussion

Director Strand would like to change the time of future Board Meetings to either **4:00 p.m. or 7:00 p.m.**

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

N/A

Recommended Motion

“Motion to change the time of future Board Meetings to (STATE NEW TIME) effective December 1, 2019”



Go to Item 6

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: #6

BOD#: 2019-11-05

Agenda Item Title

Discussion, direction and possible approval on whether or not A.R.S. Statutes would allow the District to not have to get 3 bids for professional services pertaining to the search for the next Fire Chief, alignment of current procurement policy and definition of “professional services”.

Submitted By

Director Jeff Cross

Clerk Kathleen Chamberlain

Background/Discussion

This item currently has \$35,000 in the budget.

Financial Impact(s)/Budget Line Item

Enclosure(s)

Recommended Motion

“TBD”



Go to Item 7

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: #7

BOD#: 2019-11-06

Agenda Item Title

SFMD Policy Manual – Policies reviewed in October.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

In the September Board of Directors meeting, the following policies were submitted for review:

- 700 – Use of District-Owned Property
- 702 – Vehicle and Apparatus Inspections, Testing, Repair and Maintenance
- 322 – Child Abuse
- 326 – Adult Abuse
- 1040 – Family and Medical Leave

These are essential policies and are part of the comprehensive Lexipol/SFMD policy manual.

Financial Impact(s)/Budget Line Item

N/A

Recommended Motion

“Motion to approve policies: Use of District-Owned Property, Vehicle and Apparatus Inspections, Testing, Repair and Maintenance, Child Abuse, Adult Abuse and Family and Medical Leave.”



Go to Item 8

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: #8

BOD#: 2019-11-07

Agenda Item Title

Policy Review – For possible approval in the December 2019 Board of Director 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. After your review, we will be seeking approval in the August 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 manual.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

New Policies for Review:

- 1008 – Tuition Reimbursement
- 1041 – Military Leave

Recommended Motion

No motion at this time.



Go to Item 9

Go to Agenda

Tuition Reimbursement

1008.1 PURPOSE AND SCOPE

Agency Content

SFMD is dedicated to providing professional development opportunities for all employees and recognizes this development of its employees as an important element of its organizational mission. Each employee's individual growth is distinguished as a contributing factor to the growth of the fire district. This program provides financial assistance for courses that are required to expand the employee's knowledge and improve overall job skills, by preparing employees to meet the job-related requirements for the other fire district positions, or to complete a college degree program that is beneficial to the fire district.

1008.2 POLICY

Agency Content

- (a) To qualify for tuition reimbursement, full-time civilian/public safety employees must have successfully completed initial regular employment probation prior to the first day of the course. Employees who are in the DROP Retirement Program are ineligible for tuition reimbursement.
 - 1. Tuition will be reimbursed for the following types of training or education:
 - (a) Coursework that is directly job-related or expands the employee's overall job skills.
 - (b) Coursework that will allow the employee to become more promotable within the fire district.
 - (c) Coursework that is required for a degree (Associates, Bachelors, Masters, or Doctoral) in a curriculum program.
 - (d) Coursework that is a beneficial skill set for SFMD, determined by the Fire Chief
- (b) All tuition reimbursement is subject to budget availability and discretion of the [agencyHead] or designee. The [agencyHead] or designee may prioritize approval of this program and limit tuition reimbursement funds to employees whose degree programs are in the line with and more closely support the [department_agency]'s written mission and strategic initiatives.
- (c) Tuition will be reimbursed only for schools of which accreditation has been awarded from one of the following accrediting associations: Northwest Association, Middle States Association, New England Association, North Central Association, Southern Association, Western Association, or the accrediting association affiliated with the type of course offered. Accreditation information is available from each school.
- (d) A change to the approved original request for Pre-Approval Form (for courses added or dropped) must be submitted within 30-days of the course start date using an additional Request for Pre- Approval Form.

Superstition Fire & Medical District

Policy Manual

Tuition Reimbursement

1008.3 REIMBURSEMENT

Agency Content

- (a) Upon submission of all required paperwork, an employee may be reimbursed for tuition fees only.
- (b) For those courses that were preapproved by the Fire Chief or designee prior to start of the course.
- (c) Upon course completion and verification of grade requirements.
- (d) Proof of paid tuition fees for the course(s) from the school or school's website or payment receipt, grade report, and completed Request for Reimbursement Form must be submitted to the HR Office.
- (e) Employees must receive a "C" grade or higher in a course given by an accredited college, university, or authorized technical/trade/business school. Reimbursement will be paid at 100% for an A grade, 80% for a B grade, and 70% for a C grade. Pass or fail classes are not reimbursable.
- (f) Copy(ies) of the official grade report(s) and request for reimbursement must be submitted within 45-days from the end date of the course. Some graduate level programs may set higher standards for continued enrollment; therefore, the District will follow the grade standard set by the university.
- (g) The maximum amount of reimbursement per employee will be \$7,800 per fiscal year. All 100 and 200 level classes will be based on the tuition rates of Central Arizona College, no matter what university or institution they are taken. All 300 level, 400 level, and graduate level courses will be paid at the tuition rates of the attending university.
- (h) Employees shall not be reimbursed for the cost of normal academic expenses such as administration fees, lab fees, books, recreation fees, etc.

The amount of reimbursement should be reduced by any financial assistance the employee receives from any outside source. However, Veteran's Administration assistance and student loans are not considered financial assistance for purposes of reimbursement. When applying for tuition reimbursement, the employee must notify the HR Office or designee of any financial assistance received from outside sources other than Veteran's Administration assistance or student loans.

1008.4 REPAYMENT

Agency Content

Employees who voluntarily terminate employment within 24-months from the date the tuition reimbursement check was issued should be required to reimburse the fire district. Employees will be required to repay the paid amounts prorated at 1/24 per month. Retirement is considered a voluntary termination. Repayment of tuition will not be required for employees who are dismissed or resign in lieu of dismissal.

1008.5 ADDITIONAL REQUIREMENTS

Agency Content

Superstition Fire & Medical District

Policy Manual

Tuition Reimbursement

- (a) Employer-paid expenses for coursework are taxed, if applicable, based on the current IRS Code Section 127 policies.
- (b) The SFMD has the right to audit the employee's educational and financial records that may be contained in the employee's records at the institution attended. Any right that the employee may have pursuant to the Family Education Rights and Privacy Act of 1974, or any similar act, are waived by acceptance of tuition reimbursement.
- (c) There will be no exceptions to this policy regardless of the extenuating circumstances; therefore, there will not be an appeals procedure.

[See attachment: Education Requirements.pdf](#)

Attachments

Education Requirements.pdf

RANK/POSITION REQUIREMENTS		
Rank/Position	Years of Experience	Education
Firefighter	N/A	High School Diploma/GED
Engineer	3 Consecutive Years' Experience with SFMD	PREREQUISITES: FSC 111/FSC 117/ FSC 118 or SFMD Driver Operator or Arizona State Fire Marshal Driver/Operator in lieu of FSC 111
Captain	5 Consecutive Years' Experience with SFMD	Associates Degree Fire Science, Business or related field
Battalion Chief/ Division Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Captain	Bachelor's Degree Fire Science, Business or related field
Deputy Chief	7 Consecutive Years' Experience with SFMD with 2 Consecutive Years as an SFMD Battalion Chief	Bachelor's Degree Fire Science, Business or related field
Assistant Chief	10 Consecutive Years' Experience with SFMD with 2 Consecutive Years as a Battalion or above	Bachelor's Degree Fire Science, Business or related field

ASSIGNMENT REQUIREMENTS		
Assignment	Requirements/Years of Experience	Additional Certifications
Battalion Safety Officer	Must currently hold the rank of Captain and 5 consecutive years of experience with SFMD	Incident Safety Officer (ISO) within 1 year
Training Captain	Must currently hold the rank of Captain and 5 consecutive years of experience with SFMD	

Military Leave

1041.1 PURPOSE AND SCOPE

Federal

This policy provides general guidance regarding leave to perform military service as a member of the Reserves or National Guard, or for active duty in the U.S. Armed Forces (Uniformed Services Employment and Reemployment Rights Act (USERRA); 38 USC § 4301 et seq.).

This policy does not address every situation or circumstance that may arise when an employee is performing military service or ordered to active duty. As military leave situations arise, supervisors should consult with the Department of Human Resources or legal counsel to obtain specific guidance regarding military leave rights.

1041.2 POLICY

Federal

The Superstition Fire & Medical District supports employees who may be called or who volunteer to serve in the military. The District will comply with USERRA and state laws relating to military leave.

1041.3 MILITARY LEAVE

Federal

Generally, employees on military leave are entitled to the same rights and benefits that are provided to employees having similar seniority, status and pay who are on furlough or leave of absence (38 USC § 4316).

1041.3.1 LENGTH OF LEAVE

Federal

Employees are entitled to military leave of absence for up to a maximum of five years. Military leave is available for both voluntary and mandatory service (38 USC § 4303; 38 USC § 4312).

There are exceptions to the five-year cumulative total, including inactive duty training (drills), annual training, involuntary recall or retention in support of war, national emergency, certain operational missions, or training or retraining requirements (38 USC § 4312).

1041.3.2 TEMPORARY MILITARY DUTY LEAVE OF ABSENCE

State

An eligible employee who is a member of the National Guard or United States Armed Forces reserves is entitled to temporary military leave for any period for active duty, field training or to attend camps, maneuvers, formations or drills (ARS § 26-168; ARS § 38-610).

An eligible employee who is a member of any auxiliary of the United States Armed Forces is entitled to a temporary military leave not to exceed 30 days in any consecutive two-year period for training duty or to attend camps, maneuvers, formations or drills (ARS § 38-610).

Military Leave

For purposes of this section, a day means a shift of work (ARS § 26-168; ARS § 38-610).

1041.4 PROCEDURES AND RESPONSIBILITIES

Federal

Employees requesting military leave shall:

- (a) Provide as much advance notice of the pending service as reasonably possible (38 USC § 4312).
- (b) Provide copies of official orders or other official documentation.
- (c) Select the benefit options desired during absence, if applicable.
- (d) Retain copies of all submitted documents.

Upon receipt of a request, the Superstition Fire & Medical District will determine eligibility for military leave and notify the employee in writing of the determination.

1041.5 COORDINATION WITH CONTRACTS, PRACTICES AND OTHER RULES

Federal

Wherever USERRA has more generous protections and benefits than state or local law, any applicable collective bargaining agreement or local policy or practice, the District will apply the more beneficial right or benefit (38 USC § 4302).

1041.6 LEAVE ACCRUALS

Federal

Employees are not required to use accrued leave while on military leave. However, employees may choose to use accrued annual leave or earned compensatory time, at their discretion (38 USC § 4316).

Employees will not accrue sick days or paid time-off days during any period of military leave without pay. However, upon return, military leave time will be included in determining leave accruals. For example, if vacation accrual increases from two weeks to three weeks upon completion of five years of service, then a person who works for two years, serves two years on active duty and then returns, would be entitled to three weeks of vacation one year after reemployment.

1041.7 COMPENSATION

State

During approved military leave, employees are entitled to compensation as follows (ARS § 26-168; ARS § 38-610):

- (a) An eligible employee who is a member of any branch or reserve of the United States Armed Forces is entitled to 30 calendar days of paid leave in any consecutive two-year period for training duty or to attend camps, maneuvers, formations or drills.

Superstition Fire & Medical District

Policy Manual

Military Leave

- (b) An eligible employee who is a member of the National Guard or the National Disaster Medical System is entitled to 30 calendar days of paid leave in any consecutive two-year period for training duty.

1041.7.1 HEALTH CARE BENEFITS

Federal

Employees on approved military leave may elect to purchase continuing health care coverage for a period of time that is the lesser of:

- (a) The 24-month period beginning on the first day of the employee's absence for military leave.
- (b) The period beginning on the first day of the employee's absence for military leave and ending on the date that he/she fails to return from service or apply for reemployment.

If the duration of an employee's approved military service is less than 31 days, the employee may purchase continuing health care coverage under the district's health plan for no more than the regular employee share. If the approved military service is 31 days or more, the District will charge the employee for no more than 102 percent of the full premium of the health care plan (38 USC § 4317).

1041.8 RETURN FROM DUTY

Federal

Employees returning from approved military leave of absence must report to work as follows (38 USC § 4312):

- (a) For periods of service less than 31 days, employees must report back to work no later than the beginning of the first shift that begins on the first full day that follows the end of the employee's service period, plus a reasonable time to travel to the employee's residence, plus eight hours. If reporting within this period is impossible or unreasonable through no fault of the employee, the employee must return as soon as possible after expiration of the eight-hour period.
- (b) For periods of service of more than 30 days but less than 181 days, employees must submit an application for reemployment no later than 14 days after completing service, or, if impossible or unreasonable to do so through no fault of the employee, no later than the next first full calendar day when it is possible to do so.
- (c) For periods of service of more than 180 days, employees must submit an application for reemployment no later than 90 days after completion of service.

Employees who are recovering from an illness or injury incurred in or aggravated during military service must report to the District or apply for reemployment as provided in this policy at the end of the period necessary to recover from such illness or injury. The recovery period may not exceed two years, except when circumstances beyond the employee's control exist.

An employee who fails to report or apply for reemployment in a timely manner will be subject to the district's rules of conduct and established policies covering absence from scheduled work.

Military Leave

1041.9 REEMPLOYMENT RIGHTS

State

An employee returning from an approved temporary military duty leave of absence is generally entitled to reinstatement to the position and benefits he/she would have attained if not absent for military duty or, in some cases, a comparable job (ARS § 26-168).

1041.9.1 FORMER POSITION

Federal

An employee returning from approved regular active military leave is entitled to reinstatement in the position that he/she would have attained had the employee not taken leave. If the leave exceeded 90 days, the employee is also entitled to a position of like seniority, status and pay (38 USC § 4313).

If an employee returning from approved military leave is not able to perform the essential duties of the position the employee would have attained, the District will make reasonable efforts to help the employee become qualified (20 CFR 1002.198). If the employee remains unable to perform the essential duties of the position after the district's reasonable efforts, the employee is entitled to his/her previously held position at the time of departure or, in the case the leave exceeded 90 days, a position of like seniority, status and pay. Where an employee remains unqualified for both of these positions after reasonable efforts by the District, the employee is entitled to the nearest approximation to these positions (38 USC § 4313).

When a returning employee cannot become qualified because of a disability incurred in or aggravated during uniformed service, the District, after making reasonable accommodations, must find a position of equivalent seniority, status and pay for which the employee is qualified, or the nearest equivalent (38 USC § 4313; 20 CFR 1002.198).

1041.9.2 COMPENSATION AND BENEFITS

Federal

Upon return from regular active military duty, an employee is entitled to seniority and seniority-based rights and benefits, including, but not limited to:

- (a) Receiving credit for the time spent in uniformed service under honorable conditions for purposes of seniority, retirement, promotion and merit salary increases (20 CFR 1002.210).
- (b) Receiving credit for time spent on approved military leave for purposes of calculating eligibility for leave under the Family and Medical Leave Act (20 CFR 1002.210).
- (c) Returning to the level in the salary range that the employee would have attained had he/she not left on approved military leave (20 CFR 1002.236).
- (d) Receiving the same contribution to retirement benefits upon reemployment that the District would have contributed had he/she not taken leave (20 CFR 1002.261).

Superstition Fire & Medical District

Policy Manual

Military Leave

- (e) Being treated as not having a break in service for purposes of participation, vesting and accrual of pension benefits (38 USC § 4316; 38 USC § 4318).
- (f) Reenrolling in district health benefits without any waiting period.
- (g) Restoring benefits that were elected by the employee and his/her dependents at the time military service began, as well as to any other benefits that began during the leave for which the employee would reasonably have become eligible (ARS § 26-168).

1041.9.3 EMPLOYEE REEMPLOYMENT RESPONSIBILITIES

Federal

An employee returning from approved regular active military leave is entitled to reinstatement rights only if he/she (38 USC § 4312):

- (a) Has given advance written or verbal notice of such service, unless precluded by military necessity.
- (b) Has served in the uniformed service for no more than five years cumulatively while employed at the Superstition Fire & Medical District, except as provided in 38 USC § 4312(c).
- (c) Has been issued a discharge under honorable conditions.
- (d) Reports to the Superstition Fire & Medical District or applies for reemployment in a timely manner as provided in this policy.
 - 1. In the case that the approved military leave exceeds 30 days, submits documentation showing:
 - (a) The application for reemployment is timely.
 - (b) The employee has not exceeded the cumulative five-year limit of service in the uniformed services, except as provided in 38 USC § 4312(c).

1041.9.4 DISTRICT REEMPLOYMENT RESPONSIBILITIES

Federal

The District shall promptly reinstate employees entitled to reinstatement but no later than 14 days after a request for reinstatement. In the case of unusual circumstances, the District shall reinstate employees as soon as practicable (20 CFR 1002.181).

The District is not required to reemploy a person after approved military leave if any of the following conditions exist (38 USC § 4312):

- (a) The district's circumstances have so changed as to make such reemployment impossible or unreasonable.
- (b) Such reemployment would impose an undue hardship upon the District.
- (c) The person held a nonrecurrent job for a brief period of time and had no reasonable expectation that such employment would continue.

Superstition Fire & Medical District

Policy Manual

Military Leave

Supervisors should consult with the Department of Human Resources or legal counsel before determining whether any of these conditions exist.

1041.10 RETENTION

Federal

An employee who is reinstated after returning from approved military leave may not be discharged, except for cause (38 USC § 4316; 20 CFR 1002.247):

- (a) For 180 days after the date of reemployment if the most recent period of military service was more than 30 days and less than 181 days.
- (b) For one year after the date of reemployment if the most recent period of military service was more than 180 days.

1041.11 DISCRIMINATION AND RETALIATION PROHIBITED

Federal

Discrimination or retaliation against any employee for participation in military service is prohibited, whether the employee volunteers or is ordered to active military service (38 USC § 4311; ARS § 23-1501; ARS § 26-167).

Governing Board Meeting – November 20, 2019

Agenda Item: 9

BOD#: 2019-11-08

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**

Recommended Motion:

N/A



Go to Item 10

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 10

BOD#: 2019-11-09

Agenda Item Title:

Possible vote to go in to Executive Session for legal advice pursuant to §A.R.S.38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) RE: IRS quarterly payment concerns; reporting requirements; software issues relating to the same.

Submitted By:

Legal Counsel William Whittington

Background/Discussion:

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

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

“Motion to go into Executive Session at (State Time) for legal advice pursuant to ARS §38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) RE: IRS quarterly payment concerns; reporting requirements; software issues relating to the same.”



Go to Item 11

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 11

BOD#: 2019-10-10

Agenda Item Title:

Discussion and possible action regarding the Executive Session for the IRS quarterly payment concerns; reporting requirements; software issues relating to the same.

Submitted By:

Legal Counsel William Whittington

Background/Discussion:

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

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

"TBD"



Go to Item 12

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 12

BOD#: 2019-11-11

Agenda Item Title:

Possible vote to go in to Executive Session for legal advice pursuant to §A.R.S.38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) RE: pending personnel matter and possible settlement of claim pertaining to the Brooks matter.

Submitted By:

Legal Counsel William Whittington

Background/Discussion:

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

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

“Motion to go into Executive Session at (State Time) for legal advice pursuant to ARS §38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) RE: pending personnel matter and possible settlement of claim pertaining to the Brooks matter.”



Go to Item 13

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 13

BOD#: 2019-10-12

Agenda Item Title:

Discussion and possible action regarding the Executive Session for the Brooks matter.

Submitted By:

Legal Counsel William Whittington

Background/Discussion:

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

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

"TBD"



Go to Item 14

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 14

BOD#: 2019-11-13

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



Go to Item 15

Go to Agenda

Governing Board Meeting – November 16, 2019

Agenda Item: 15

BOD#: 2019-10-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 16

Go to Agenda

Governing Board Meeting – November 20, 2019

Agenda Item: 16

BOD#: 2019-10-14

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from October 16, 2019

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)

October 16, 2019 Board Meeting Minutes





Superstition Fire & Medical District

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Governing Board Meeting Minutes

October 16, 2019

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, OCTOBER 16, 2019. 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 Clerk Chamberlain.

C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Larry Strand, Director Jeff Cross and Director Jason Moeller (attended via phone).

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood and Administrative Services Director Anna Butel. Legal Counsel William Whittington and Board Secretary and HR Generalist Sherry Mueller attended.

1. Review and approval of the September 2019 financial reports and bank reconciliations. (BOD #2019-10-01)

Motion by Director Strand to approve the September 2019 financial reports and bank reconciliations.

Seconded by Director Cross.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-10-02)

Battalion Chief Promotion – Amy Brooks



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October Service Anniversaries

20 Years:

Engineer / Paramedic **Mitch McCollough**

Captain / Paramedic **Craig Horvath**

Captain / Paramedic **Dave Pohlmann**

Captain / Paramedic **Jeremy Rocha**

12 Years:

Firefighter / Paramedic **Sammy Ramirez**

Firefighter **Chris Robson**

Captain / Paramedic **John Walka**

5 Years:

Firefighter / Paramedic **Jason Chapman**

Firefighter **Sean Matuszewski**

Firefighter / Paramedic **Jay Nelson**

Firefighter **Casey Schreiner**

Firefighter **Joe Stiglitz**

Firefighter **Andrew Tryon**

Firefighter **Colt Weddell**

4 Years:

Firefighter **Wes Fimbrez**

Firefighter **Trace Leggett**

Firefighter **Trey Schow**

Fire Mechanic II **Roger Nasello**

3 Years:

Emergency Medical Technician **Sarah Koupal**

2 Years:

Firefighter **Chris Wohlforth**

1 Year:

Emergency Medical Technician **Shane Gereg**

Emergency Medical Technician **Stephan Gereg**

Paramedic **Ryan Markham**

3. Call to the Public. (BOD #2019-10-N/A)

None.

4. Consideration and possible approval of all consent agenda items listed below (BOD #2019-10-03):

- A. Board Meeting Minutes from September 18, 2019
- B. Work Session Minutes from September 25, 2019
- C. Station 263 and Station 265 Concrete Repair



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- D. Apacheland / Heritage Days – 2020 Agreement
- E. Native American Arts Festival – 2020 Agreement

Motion by Director Cross to approve all consent agenda items.
Seconded by Director Strand.

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

5. Discussion, presentation and possible approval of the 2018/2019 Annual Report and possible adoption of Resolution #2019-10-16-08. (BOD #2019-10-04)

Some of our accomplishments:

- Our average response time for 2018/2019 was 4 minutes, 13 seconds which is a 9% decrease over 2017/2018.
- Our ISO (Insurance Services Organization) rating went from 3 to 2. This lower rating lowers insurance premium costs for businesses and residential owners.
- Secured Funding from the SAFER Grant
- Engine 263 pilot program transitioned to a permanent second unit at Fire Station 263
- Annexed the Kaufmann Homes property into the District which will add 250 future homes
- Annexed the Arizonian Travel Trailer Resort near Peralta Canyon
- Secured general and automatic rate increases through AZ Dept. of Health Services

Motion by Director Strand to approve the 2018/2019 Annual Report and adoption of Resolution 2019-0-16-08: Formally Adopting the 2018/2019 Annual Report.
Seconded by Director Cross.

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

6. Discussion and presentation regarding the Documentation Probe conducted by R1 (ambulance billing company). (BOD #2019-10-05)

The purpose of this documentation probe was to provide quantifiable insight on the accuracy and effectiveness of SFMD's Transportation Paramedics' documentation which includes critical patient care metrics and patient/call demographic information that is obtained on the patient care report. Areas for improvement were identified and will be implemented in the next 30 days. The documentation probe identified that SFMD is well ahead of all other agencies in almost all data points. SFMD gross ambulance collections rate is above the national average.

No Motion

7. Discussion and possible approval of items from the Work Session on September 25, 2019 relating to the possible selection of Board Members to serve on an ad-hoc committee to gather information pertaining to the new Fire Chief search. (BOD #2019-10-06)



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Chairman House directed a discussion with the Board Members to see who would like to volunteer to be on the ad-hoc committee to gather information pertaining to the new Fire Chief search. Clerk Kathleen Chamberlain volunteered to be on the committee and stated she feels it is very important for someone with a Fire background to be on this committee. Director Jeff Cross also volunteered to be on the committee. Both Clerk Chamberlain and Director Cross have a Fire background.

Motion by Director Strand to place Clerk Kathleen Chamberlain and Director Jeff Cross on the ad-hoc committee to gather information pertaining to the new Fire Chief search.

Seconded by Chairman House.

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

8. Discussion and possible approval of Tactical Athlete Health & Performance Institute (TAHPI) as a supplementary program from 7710 (Workers Compensation Carrier) to assist injured members in getting back to work quicker. (BOD #2019-10-07)

The Tactical Athlete Health & Performance Institute is dedicated to creating an intergrated, comprehensive, and personalized health and performance program for our members. TAHOI will provide a team of experts and professional licensed as Physical Therapists and Athletic Trainers, credentialed in advanced assessment of movement and strength and condition, trained in innovative technology and software, and established educators and researchers.

The benefit to our members who are injured either on or off the job will be able to rehab much faster with targeted therapy. Tactical Athlete recognizes that firefighters and EMS personnel are in a specialized line of work, which is physical in nature. They have taken the concept of how professional athletes are treated when they are injured and applied it to the fire and EMS providers.

Motion by Director Cross to approve the Tactical Athlete Health and Performance Institute Agreement.

Seconded by Director Strand.

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

9. Discussion and presentation of the following Policies brought for review at the September 18, 2019 Board Meeting for final approval at the October 16, 2019 Board Meeting. (BOD #2019-10-08)

- 400 – Fire Inspections
- 403 – Code Enforcement
- 404 – Alternative Materials and Methods Requests
- 405 – Community Fire Station Visit Program
- 406 – Fireworks Displays
- 407 – Hazardous Materials Disclosures
- 408 – Maximum Occupancy – Overcrowding



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Clerk Chamberlain asked Assistant Chief Rick Ochs if we have a fireproof area for storage of fireworks. Chief Ochs said his understanding is if we were to confiscate fireworks, we would need that type of storage area, however, we have never done so. Typically, professional companies manage the storage of fireworks and they go through a permitted process. They do meet state standards and have their own storage facilities.

There was a brief discussion in regard to company fire inspections and the importance of company inspections.

MOTION by Director Cross to approve policies: Fire Inspections, Code Enforcement, Alternative Materials and Methods Requests, Community Fire Station Visit Program, Fireworks Displays, Hazardous Materials Disclosures and Maximum Occupancy – Overcrowding. **Seconded** by Director Strand.

Vote 5 ayes, 0 nays, MOTION PASSED.

10. Discussion and presentation of the following Policies brought for review at the October 16, 2019 Board Meeting for final approval at the November 20, 2019 Board Meeting. (BOD #2019-10-09)

New Policies for Review:

- 700 – Use of District-Owned Property
- 702 – Vehicle and Apparatus Inspections, Testing, Repair and Maintenance

Policies with Lexipol Suggested Updates:

- 322 – Child Abuse
- 326 – Adult Abuse
- 1040 – Family and Medical Leave

No Motion

11. Reports (BOD #2019-10-10)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- FS262 Antenna – Renegotiating Lease
- Recruit Firefighter Brian Olsen starts Phoenix Fire Academy on Monday, Oct. 21st
- RBO Summit October 22nd & 23rd at the Training Center
- Refresh Bid on Friday, Oct. 18th
- Awarded the Premier EMS Agency Program (PEAP) once again from AZ DHS

Assistant Chief of Operations Richard Mooney

- Ladder Testing



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Incidents

- Boat Fire at Canyon Lake, September 21st, E262-C
- Water Rescues, September 23rd, L263, E262 & MFMD
- Mountain Rescue in Goldfields, Oct. 2nd, C-Shift

Training

- CPR Training at RTC for Paws for Life, September 29th
- TRT Bid completed October 7th
- Regional Ladder Training. Solar Panels & Battery Storage
- BC Academy: BC Brooks, ABC Pohlmann, Captain's Briones and Farber

Assistant Chief of Planning & Logistics Richard Ochs

- Oct. 9th Fire Prevention Week – Open House at FS263
- Oct. 12th Fire Station 263 Tour for “Smiles for Special Needs”
- Oct. 19th City of AJ Mud Run Event
- Oct. 19th Run for the Fallen EMS Standby
- Oct. 24th CAC Preschool “Wheels Day” Event
- Oct. 26th Avalon Elementary “Touch a Truck” Event
- Oct. 26th City of AJ Halloween Event

Growth & Development

- Campground USA Clubhouse addition
- Habberthur Arcade
- Empire Expansion
- Blunt Contracting Expansion
- Filibertos update

Administrative Services Director Anna Butel

- Project to increase efficiency (Board of Directors)

Short Term Projects:

- Development of Fire Chief Survey
- Fire Chief Process Timeline

Long Term Projects:

- Calendar – Annual Requirements & Upcoming events
- Desktop Procedures and Redundancy
- Long-term file archiving and storage
- New hire; Sedona Aulik, EMT for Transportation Services



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Finance Director Roger Wood

- The District has repaid its Line of Credit.
 - Incurred \$882.19 of interest, well below budget.
 - No indication that the District will need to use the LOC again this fiscal year.
- State Land is current on paying the District for all out-of-state responses.

12. Possible vote to go in to Executive Session for legal advice pursuant to A.R.S. §38-431.03(A)(3) regarding the Fire Chief's annual evaluation process. (BOD #2019-10-11)

Motion by Director Strand to go into Executive Session at 6:51 p.m. for legal advice pursuant to ARS §38-431.03(A)(3) regarding the Fire Chief's annual evaluation process. **Seconded** by Director Cross.

Vote 5 ayes, 0 nays, MOTION PASSED.

13. Discussion and possible action regarding the Executive Session for the Fire Chief Annual Evaluation process. (BOD #2019-10-12)

The regular, public session resumed at 7:24 p.m.

Chairman House would like to send out a 180-degree (in-house) evaluation, but not to outside people. The evaluations will all go back to legal counsel, William Whittington.

There was discussion with everyone about just who should be involved in the evaluation process.

Motion by Director Cross to have a 180-degree evaluation using the letter grade form to go to BC's, E-Board/Labor, Administrative Staff, along with Vaughn Croshaw (Manager of Fleet Services) to be sent out and returned to legal counsel within a two-week time period where legal can keep it confidential and sanitize it for us. Also a motion to utilize the Professional Growth and Development guidance document for The Board to use as the evaluation form for the Fire Chief and to have the Chief's evaluation in 2 months. **Seconded** by Director Strand.

Vote 5 ayes, 0 nays, MOTION PASSED

14. New Business / Future Agenda Items. (BOD #2019-10-13)

Chairman House would like to remind Chief Farber that he would like to add some history of SFMD to Agenda Item #2 in the future.

Director Strand wants an Agenda Item for next month to discuss changing the Board Meeting time to either 4:00 p.m. or 7:00 p.m. going forward.

15. Announcements (BOD #2019-10-N/A)

Fire Chief Farber stated that there will be a celebration of life for Fire Chief Jim Geil's wife, Caroljean, who passed away on September 16, 2019. It will be on Sunday, October 20, 2019 at 1:00 p.m. in the amphitheater at the Superstition Mountain Museum.



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Announcements continued:

Director Strand said Chief Geil will remain on the Local Pension Board.

16. Adjourn (BOD #2019-10-14)

Motion by Director Cross at 7:46 p.m. to adjourn the meeting

Seconded by Director Strand.

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

Governing Board Approval:

Board Clerk Kathleen Chamberlain
Sherry Mueller

Appendix C

C. Revid IGA with the City of Mesa Fire and Medical Department, Regional Dispatch Center (MRDC)

Agenda Item Title

Intergovernmental Agreement (IGA) with the City of Mesa Fire and Medical Department, Regional Dispatch Center (MRDC).

Submitted By

Chief Ochs

Background/Discussion

This IGA is for Dispatch Services provided by the Mesa Fire Department. The SFMD (Previously AJFD) has contracted with the City of Mesa for dispatch services since 1996. Beginning July 1, 2019 the MRDC is implementing two additional user fees, in addition to dispatching fees. All three of these fees are reflected in **EXHIBIT C** attached.

Financial Impact(s)/Budget Line Item

Annual Maintenance Fee for twenty Mobile Computer Terminals

100-30-60340-08	\$18,948.00
150-30-60340-08	<u>\$ 6,723.00</u>
Total	\$25,671.00

Dispatch Services (\$28.06 per Incident; calculated at 9,702 annual Incidents)

100-30-61440-15	\$126,270.00
150-30-61440-15	<u>\$145,996.00</u>
Total	\$272,266.00

Enclosure(s)

EXHIBIT C

IGA



Sherry Mueller

From: Rick Ochs
Sent: Thursday, October 17, 2019 2:12 PM
To: Sherry Mueller
Subject: FW: IGA for Superstition FMD
Attachments: Superstition Fire & Medical District_IGA Dispatch Services 09-2019.pdf

Sherry,

This item will need to be on the November board agenda for signatures. It was recently approved by the board but Mesa has changed some language.

From: Jim Frye [mailto:Jim.Frye@mesaaz.gov]
Sent: Thursday, October 17, 2019 2:07 PM
To: Rick Ochs <rick.ochs@sfmd.az.gov>
Cc: Jim Frye <Jim.Frye@mesaaz.gov>; Mike Dunn <Mike.Dunn@mesaaz.gov>
Subject: IGA for Superstition FMD

Hello Chief Ochs,

Attached is a signed copy of the MRDC IGA with the Mesa authorized signatures.

Could you please have this one signed and return a copy to us, for our records?

The IGA I sent you previously, that Superstition signed, needed some wording changes right before it went to our Council.

There was no content change, just better wording.

The changes included in the attached document (from the previous version) are:

- titling Exhibit C as FEES AND CHARGES to line up with the IGA.
- Cleaning up the six charges in Section 3, to only be three charges, lining up better with Exhibit C
- Adding an Item N in Section 2 to tie Exhibit D to the IGA
- There were a couple spots with misspelled words or needing a space in between two words
- We had "CAD Member" in a few spots and changed that to "Customer"
- Lastly, in 5.C., we took "any" out of " ... "due to the actions of ~~any~~ Customer shall be borne by Customer."

Thank you and I am sorry if this causes any inconvenience.

*Jim Frye, Dispatch Deputy Chief
Mesa Regional Dispatch Center (MRDC)
Mesa, AZ Fire and Medical Department
(o) 480-644-4730, (c) 480-682-7774*

**INTERGOVERNMENTAL AGREEMENT FOR THE
MESA FIRE AND MEDICAL DEPARTMENT
REGIONAL DISPATCH SYSTEM**

Contract # N/A

This Intergovernmental Agreement ("Agreement") is made and entered into this September 9, 2019, by and between the City of Mesa ("Mesa") and Superstition Fire & Medical District ("Customer"). All participants listed in the attached Exhibit A will form the Mesa Fire and Medical Department Regional Dispatch System (the "System"). Within this Agreement, Mesa and Customer are sometimes individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions;

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer's community and all of the Customer's personnel;

WHEREAS, Customer desires to participate in the Mesa Regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and

WHEREAS, Mesa desires the participation of Customer to more effectively provide emergency fire, medical and other services.

PURPOSE

This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of fire department resources throughout the region.

More specifically, the purpose of this Agreement is to define the dispatch service that will be provided by the Mesa Fire and Medical Department ("MFMD") to the Customer. The Mesa Regional Dispatch Center ("MRDC") utilizes a Computer Aided Dispatch

("CAD") and Global Positioning System ("GPS") to process and dispatch requests for assistance to fire, medical and other non-police emergencies. The MRDC is a secondary Public Safety Answering Point ("PSAP") for the metropolitan Phoenix region that can receive information from multiple primary PSAP locations within the region. Members choosing to be dispatched by the MRDC and have likewise chosen to participate in the separately agreed to Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid will comprise the System.

The objective of the System is to provide the most effective and efficient use of the resources of all participants in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement ("Automatic Aid"). This objective is met by the automatic dispatch of the closest, most appropriate resources meeting the needs of requested emergency responses, regardless of jurisdictional boundaries.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein Contained, it is agreed by the Parties as follows:

1. DISPATCH SERVICES

- A. Mesa agrees to provide dispatching services for Customer's fire department apparatus, equipment and vehicles for emergency responses. Mesa shall dispatch in accordance with the policies, procedures, and specifications of Mesa's CAD system. Customer agrees to adhere to said policies, procedures, and specifications. Customer also agrees, upon Mesa's request, to send an appropriate representative to Mesa's CommOps meetings for discussion of dispatch issues.

- B. Pursuant to this Agreement and as condition of participation, Customer is required to participate in Automatic Aid. If Customer is not a participant in Automatic Aid, then Customer is required to participate in Mesa's Intergovernmental Agreement for Mutual Aid Response for Fire Protection and Other Emergency Services. Customer is required to comply with all requirements of the Automatic Aid or Mutual Aid agreement(s) to which it belongs as a condition precedent to participating in this Agreement.

- C. Pursuant to this Agreement and as a condition of acceptance, Customer agrees to conform to the Standard Operating Procedure Mesa Fire Department Volume 2, attached hereto as Exhibit B.

2. TECHNICAL SERVICES

- A. The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals ("MCTs"), a station alerting package and direct network connections over dedicated circuits among each Customers' fire stations and the Mesa Regional Dispatch Center (MRDC). To facilitate dispatch, and as a condition of participation, Customer is required to provide all needed infrastructure, which must be compatible with the System.

- B. Mesa will provide a technical assessment of Customer's initial and ongoing equipment needs. After the assessment, Customer will be responsible to provide all equipment deemed necessary for all of Customer's stations, apparatus and vehicles. If Customer, for any reason, cannot provide for all the initial and ongoing needed equipment, the Customer cannot participate in this Agreement.

Further, if any future equipment needs are requested, a written request by Customer must be submitted. After receipt of request, Mesa will perform an assessment to determine equipment requirements. After the assessment is complete, Customer will be provided a written requirements document. Customer must provide all equipment deemed necessary before any services will be provided.

All equipment for initial and ongoing needs must meet the Mesa Fire/Medical Department Technical Services specifications.

- C. Mesa can assist Customer with the installation of initial and any future equipment needs for Customer's fire stations, apparatus or vehicles. Installation services will be billed on a Time and Materials cost structure. All new additions to Customer's initial base equipment inventory will require a 180-day written notice prior to equipment being placed in service. Additionally, outside vendors approved by the Mesa Fire Technical Services Section may be utilized by either Mesa or Customer.

- D. Customer shall not, without the prior written consent of Mesa and the System hardware/software providers, copy or reproduce the hardware, software or

firmware used within the System, in whole, or in part. Furthermore, Customer shall not make such items available to others without the same consent.

- E. Other communications equipment, including, but not limited to, apparatus radios, portable radios and system infrastructure, which may be necessary for Customer's deployed apparatus to function within the System, but not defined within this Agreement and not needed by Mesa to conduct dispatch, are the sole responsibility of the Customer. Customer is required to purchase and maintain such equipment to ensure interoperable communications conform to Standard Operating Procedure Mesa Fire Department, Volume 2.
- F. If Customer desires changes to be made to dispatch services, Customer shall request these changes in writing to Mesa. To be implemented, all changes must have the mutual consent of all governmental units impacted by the requested changes.
- G. Customer shall ensure that Public Safety Answering Points (PSAPs) continue to provide the ability for a one button transfer of E911 phone calls, including ANI/ALI.
- H. Customer shall provide all necessary ringdown lines between Mesa's Dispatch Center and Customer's PSAP(s).
- I. Customer shall follow radio operation guidelines and procedures as defined in MFMD's standard operating guidelines, unless other guidelines and procedures are mutually agreed upon.
- J. Mesa will allow Customer access to Mesa's Automatic Vehicle Location (AVL) feature.
- K. Mesa will allow Customer access to Mesa's Computer Aided Dispatch (CAD) System.

- L. Customer will connect their MCT systems using a dedicated VPN that is owned and operated by the Mesa. No external VPN's will be allowed to connect to Mesa's Computer Aided Dispatch (CAD) or supporting systems.
- M. Customer is responsible for ensuring that all hardware and software complies with requirements set forth by Mesa's Information Technology Department.
- N. Pursuant to this agreement and as a condition of acceptance, Customer agrees to conform to the Service Level Agreement, attached hereto as Exhibit D.

3. TOTAL CHARGES AND FEES

- A. Member understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay Mesa the following service fee structure as referenced in Exhibit C titled "Fees and Charges."
 - i. A Monthly Dispatch Service Fee, which will be based on the budgeted costs to operate the MRDC and maintain GIS records. This fee will be calculated and charged based on the number of incidents dispatched within each partner's geographic boundaries.
 - ii. A General Maintenance Annual Service Fee for the maintenance and support associate with the image and software for each Customer's MCT inventory. This fee will be calculated on a per unit charge. Each customer will be charged based on the total number of units of equipment in-service to the Customer at the billing time.
 - iii. A CAD Modernization Service Fee to allow for the future development and implementation of an upgraded CAD operating system. This fee will be assessed per each incident dispatched within each partner's geographic boundaries.

4. BILLING

- A. MFMD Technical Services Division will invoice Customer quarterly and MRDC will invoice customer monthly, both in accordance with the schedule included in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on July 1.

- B. Mesa will advise Customer of the estimated total fees and charges for the coming fiscal year no later than December 1 of the current fiscal year. Customer is responsible to verify its equipment counts and notify Mesa of any discrepancies in counts by December 31 of the current fiscal year. Mesa will provide written notice to the Customer of the finalized total fees and charges by July 1.
- C. The Initial or Additional technology fees will be invoiced upon completion of the requested project.

5. OTHER ITEMS

- A. If Customer intends to expand its original geographical and/or jurisdictional boundaries, Customer is required to provide a 180-day written notice to MFMD to allow for programming changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described herein (Section 2-Technical Services). Further, it is understood that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees described herein.

- B. Mesa agrees to install and maintain Customers' geographical databases necessary for processing dispatches. Customer is responsible to provide all geographical database information, including updates to the MFMD Technical Services section within one-hundred eighty (180) days of receipt.
- C. Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by Mesa through improper repair, or otherwise, shall be repaired/replaced at no cost to Customer.

Costs to replace and/or repair equipment that is damaged or rendered unserviceable due to the actions of Customer shall be borne by Customer.

- D. Mesa agrees to provide management information reports to the Customer that are consistent with MFMD reporting.
- E. Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Customer as necessary.
- F. It is agreed that in the event that this Agreement is discontinued, all devices and related equipment that was provided by Mesa and not originally purchased by Customer, shall be returned as the sole property of Mesa. Furthermore, Mesa will not be obligated to reimburse monies already collected under this Agreement.
- G. Compliance with the Immigration Reform and Control Act of 1986 ("IRCA") is required and Mesa and Customer will comply with IRCA. Each Party agrees to permit the other Party upon request to inspect personnel records to verify such compliance.

The Parties shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability, nor otherwise commit an unfair employment practice. The Parties will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include, without limitation, the following: employment and adherence to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Parties additionally agree that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Parties further agree that this clause will be incorporated in all subcontracts and/or job-consultant agreements or subleases connected with this Agreement entered into by the Parties.

- H. No term or provision of this Agreement is intended to, or shall, create any right in any person firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

- I. No term or provision of this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

- J. It is the responsibility of each Party to ensure that their employees are notified in accordance with the provisions of the Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment, thereto, and that all such notices as required by such laws shall be posted accordingly. Each Party grants consent to the other, the right to inspect the premises and workplace of the consenting Party to ensure compliance with the notice posting requirements. Consent is to be provided to the appropriate emergency services and/or risk management function of each Party.

- K. The Parties agree that other jurisdictions may join and be added to the System at the sole discretion of Mesa.

- L. Customer (as "Indemnitor") agrees to indemnify, defend, and hold harmless Mesa, its officers, agents, employees, elected and appointed officials, and volunteers ("Indemnitees") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Member, its officers, officials, agents, employees, or volunteers.

Mesa (as "Indemnitor") agrees to indemnify, defend, and hold harmless Customer (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Mesa, its officers, officials, agents, employees, or volunteers.

- M. The Parties understand that this Agreement supersedes any previous agreements, if any, to be part of the System.

- N. Pursuant to federal law, each Party entering into this Agreement certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel.

- O. This Agreement shall only be modified by written amendment, signed by a duly authorized person for each Party that has the authority to enter into agreements on behalf of that person's Party.

- P. During the course of this Agreement, the underlying technology supporting systems and equipment covered under this Agreement (may become obsolete as a result of advances in technology ("Technology Obsolescence"). In the case of technology obsolescence, the evolution of a newer technology generation and the associated costs will be the subject of amendments to this Agreement.

6. CANCELLATION OF THE AGREEMENT


- A. Either party may terminate this Agreement at any time by providing one hundred eighty day (180) written notice to the other Party's Fire Chief. Termination can be with, or without, cause.

- B. Either Party may terminate participation in this Agreement pursuant to the provisions of A.R.S. § 38-511.

IN WITNESS HEREOF, this Agreement is executed on the year and date first above written. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective party.

CITY OF MESA,
A Municipal Corporation

Superstition Fire & Medical District



CHRISTOPHER J. BRADY 10/3/19
City Manager Date

Board Chair (Print name)


Signature Date

Board Clerk (Print Name)

Signature Date

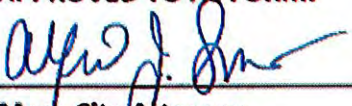


Mary Carneli 9-30-19
Fire Chief Date

ATTEST:


Mesa City Clerk 10-7-19
Date



APPROVED TO AS FORM:


Mesa City Attorney 10/3/19
Date

EXHIBIT B

Please call (480) 644-4894 , or email Bridget.Zimmerman@mesaaz.gov to request "Mesa Regional Standard Operating Procedures", also known as "Volume II".

EXHIBIT C

FEES AND CHARGES

City of Mesa Fire and Medical Department
Mesa Regional Dispatch Center Partners
Equipment & Dispatch Cost Estimates
Fiscal Year 2019/2020
SCHEDULE A
INTERGOVERNMENTAL AGREEMENT

Schedule A (Shell Document)

I. Dispatch Service Fee*

	**17/18 Dispatch Count	**17/18 Total
19/20 - \$25.06/dispatch	dispatched	

II. CAD Modernization Fee*

	**17/18 Dispatch Count	**17/18 Total
19/20 - \$3.00/dispatch		

	**Total Annual 17/18 Fee	**
--	---------------------------------	-----------

III. General Maintenance Annual Service Fee**

	<u>\$ / Unit</u>	<u># Units</u>	<u>Annual Fee</u>
19/20 MCT Maintenance Fee	\$1,222.35		

*****Total General Maintenance Annual Service Fee**
\$, billed quarterly = \$

*Dispatch Service Fee and CAD Modernization Fee will be invoiced *monthly* based on the number of *actual* incidents dispatched the previous month.

**NOTE Numbers used above are from the previous fiscal year for budgeting purposes and will need to be forecast appropriately for the current fiscal year.

***General Maintenance Annual Service Fee will be billed in *quarterly installments*.

EXHIBIT D

Service Level Agreement (SLA)

For Dispatch Partner Mobile Computer Terminal (MCT) Support

By

Mesa Fire and Medical Department Technical Services Division

1. Support Provided

- 1.1 MFMD Technical Services will install a baseline configuration of software for Dispatch Partner MCTs. This includes operating system, network connectivity software, Computer Aided Dispatch (CAD) client, and security applications. This service will be referred to as "imaging". Dispatch Partners will not have administrative rights on MCTs and any additional software must be approved and installed by MFMD Technical Services because a standardized image will be kept between MFMD and all Dispatch Partners, approvals will be limited.
- 1.2 MFMD Technical Services will maintain back end infrastructure and accounts that ensure Dispatch Partner MCTs can connect to the CAD system. This includes NetMotion and FDMOBILE domain administration. This does not include 3rd party networks system traffic may traverse, e.g. commercial cellular networks, although MFMD Technical Services may work with these providers to try to ensure operation of or improve the overall system. Any usage of a network path from the endpoint (MCT) to the rest of the system, even if not explicitly maintained by MFMD Technical Services, must be approved by MFMD Technical Services.
- 1.3 MFMD Technical Services will provide periodic over the air (OTA) updates to Dispatch Partner MCTs. These updates include updates to the CAD client map, security updates, Windows updates, and updates to any other installed software deemed necessary by MFMD Technical Services Dispatch Partners will be notified in advance if any action will be required on their part.
- 1.4 MFMD Technical Services will provide technical support for MCTs to Dispatch Partner Liaisons, as laid out in section 2.2, during business hours via the most effective and efficient method deemed appropriate to include phone, email, and in-person support. Dispatch Partner Liaisons may contact MFMD Technical Services at fdcomputerservices@mesaaz.gov or via a phone number to be provided at a later time. Dispatch Partner Liaisons should swap individual problem MCTs (after initial troubleshooting) and notify MFMD Technical Services by emailing a provided form. Business hours are Monday through Thursday 0700 hrs. to 1700 hrs. After hours, problem MCTs should be swapped with spare by Dispatch Partner Liaisons. System wide issues should be reported to the Mesa Regional Dispatch Center.
- 1.5 Arrangements will be made the next business day to exchange any problem MCTs that were swapped by Dispatch Partner Liaisons for transport to MFMD Technical Services offices for diagnosis and troubleshooting. Software issues will be resolved or MCTs will be reimaged and

arrangements will be once again made to get repaired MCTs back to Dispatch Partners. If a problem is deemed to be a hardware issue, MFMD Technical Services will make note of the issue and return the device to the Dispatch Partner. Any hardware warranty replacements or out of warranty repairs will be the responsibility of Dispatch Partners. Once hardware repairs have been made, MCTs will need to be returned to MFMD Technical Services to verify they are ready to return to field use.

2. Partner Responsibilities

- 2.1 Dispatch Partners will provide MCT hardware. Hardware must be approved by MFMD Technical Services, including brand, model, and any other specifications.**
- 2.2 Dispatch Partners will provide Technical Support Liaisons to act as the intermediary between MFMD Technical Services personnel and Dispatch Partner crews. These Technical Support Liaisons will field initial troubleshooting and swap MCTs with spares if needed. Crews should not be contacting MFMD Technical Services directly and should always work through their agency's Technical Support Liaisons. MFMD Technical Services will provide training documents to Technical Support Liaisons to assist in their initial troubleshooting and contact information in case an issue needs to be escalated to MFMD Technical Services.**
- 2.3 Dispatch Partners will provide a number of MCTs as spares to be used in cases where an MCT is deemed inoperable after troubleshooting. The number of spares should be a minimum of 10% of the total MCTs in use by that Dispatch Partner, to be no less than 1. Spare MCTs should be staged in a way that makes it easy for Technical Support Liaisons to swap inoperable MCTs if deemed necessary.**
- 2.4 Dispatch Partners are responsible for providing and managing, including billing, cellular data service to MCTs. This includes internal aircards or external routers, such as Cradlepoint devices. Dispatch Partners must have carrier and device approval from MFMD Technical Services to ensure compatibility with the system. External routers must have certain configuration settings to be compatible with the system. MFMD Technical Services is not responsible for external cellular devices.**
- 2.5 MFMD Technical Services will rely on the Dispatch Partner Technical Liaisons to disseminate any information deemed necessary or helpful to that Dispatch Partner's crews. This may include information regarding system outages, updates, or training materials.**

Appendix D

D. Disposition of Surplus Property – Donate to GoodWill

Submitted By

Fire Chief Mike Farber

Fleet Supervisor Vaughn Croshaw

Background / Discussion

SFMD has a need to dispose of certain items to maintain adequate work and storage space around the Annex Property. The intent is to list and then donate to good will.

This process is in line with the Disposition of Surplus Property Policy. Please see the items listed below;

Quantity	Item Description	Property Type	Amount for Listing
33	Office Chairs	Un-Inventoried Property	N/A

Financial Impact/Budget Line Item

These items are worn out and some are broken. There is no value in these items.

Enclosure(s)

2 Photos



Appendix E

E. Renewal Insurance for 7710/Benchmark for 2020

Submitted By

Fire Chief Mike Farber
Administrative Services Director Anna Butel
Finance Director Roger Wood

Background / Discussion

On December 31, 2020, the District's current worker's compensation policy with 7710/Benchmark is set to expire. The 2020 renewal quote of \$170,254 reflects a **9.2% DECREASE** over 2019's premium rates.

The most important aspects of the 2020 workers' compensation renewal quote include:

- The gross rate for ALL rate classes decreased from 2019 levels.
- The District's Experience Modifier (EMOD) remained the same at 0.7700.

Staff recommends that the Board approve the 2020 renewal insurance quote from 7710/Benchmark for worker's compensation insurance coverage.

Financial Impact/Budget Line Item

2020 Worker's Compensation Policy \$170,254

Enclosure(s)

Benchmark/7710 Insurance Renewal Quote– For Signature



Workers' Compensation Quote Proposal

Print Date: 10/31/2019

Quote Number: 6411

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 (\$10,556,375)
Estimated Premium: \$ 170,254
Coverage Dates: 12/31/2019 - 12/31/2020
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.

Premium Summary

State	Premium
AZ	\$170,254
Total Estimated Annual Premium	\$170,254

Superstition Fire & Medical
12/31/2019-12/31/2020

Carrier: Benchmark Insurance Company

State	Code	Loc.	Description	Payroll	Base Rate	Premium	Net Rate
AZ	7710	1	Firefighters	\$6,234,300	4.33	\$269,945	2.20
AZ	8380	1	Automobile Service Or Repair Center & Drivers	\$145,922	2.05	\$2,991	1.04
AZ	8411	1	Voluntary Personnel	\$24,000	1.58	\$379	0.80
AZ	8810	1	Clerical Office Employees Noc	\$2,139,200	0.15	\$3,209	0.08
AZ	8868	1	College: Professional Employees & Clerical	\$189,883	0.36	\$684	0.18
AZ	9410	1	Municipal, Township, County Or State Employee Noc	\$1,823,070	2.97	\$54,145	1.51

Total Payroll	\$10,556,375	
Total Manual Premium:		\$331,353
Policy Limits	1.011	3,645
Experience Modification	0.770	(77,050)
Schedule Modification	0.750	(64,487)
Alcohol and Drug Free Workplace	0.950	(9,673)
Total Modified Premium		193,461
Premium Discount	0.914	(15,806)
Expense Constant	160	160
Terrorism	0.010	1,056
Catastrophe	0.010	1,056
AZ Premium:		\$170,254

Superstition Fire & Medical
12/31/2019-12/31/2020
Carrier: Benchmark Insurance Company

Policy Minimum Premium: \$750

Deposit Requirement (see Deposit Invoice)

Deposit: \$ 52,666

Proposed Billing Schedule:

Description	Amount	Due Date
Deposit Requirement	\$52,666	12/31/2019
Installment Bill	\$39,196	04/15/2020
Installment Bill	\$39,196	07/15/2020
Installment Bill	\$39,196	10/15/2020

Waiver Charges:

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

Notes:

General Conditions:

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

Print Date 10/31/2019
Quote Number 6411

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 (10,556,375)
Estimated Premium \$ 170,254.00
Coverage Dates 12/31/2019 - 12/31/2020
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: 12/31/2019
(to be completed by the insured electing workers' comp coverage)

Applicant's Company Name: Superstition Fire + Medical District

Primary Contact (First & Last Name): Anna Butel

Primary Contact Email: anna.butel@sfmd.az.gov

Applicant's Signature: A. Butel

Applicant's Initials: AB

(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

DEPOSIT INVOICE

Invoice #: 77D1912102958

Invoice Date: 10/31/2019

DUE: 12/31/2019

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 12/31/2019 - 12/31/2020
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	50,394.00
Policy Expenses & Fees:	2,272.00
TOTAL DUE TO BIND COVERAGE:	52,666.00

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



Date: October 31, 2019

Account Name: Superstition Fire & Medical

Authorized consensual Individual Name and Title: *Mike Farber Fire chief*

CHECK ONE:

- We currently have a Return to Work-Light Duty policy in force. The policy is (written/informal) and the parameters are available for review.
- We are willing to institute a Return to Work-Light Duty policy as instructed by 7710 SHIELD Risk Management, and implement the program effective **45** days post binding of the policy.
- Renewal Policies – We still currently have a Return to Work – Light Duty policy in force.

Signature: _____

M. Farber

Date: _____

11/12/2019

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 eight Preplan documents. This is a budgeted item in the FY 2019-2020 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)

Agreement with attached Exitits



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 December 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, December 1, 2019, and shall not extend beyond June 30, 2020 not more than 7 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@sfmd.az.gov.) 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. CANCELLATION

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

38-511. Cancellation of political subdivision and state contracts; definition

The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a

consultant to any other party of the contract with respect to the subject matter of the contract.

8. INDEPENDENT CONTRACTOR RESPONSIBILITIES

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

9. 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.

10. ASSIGNMENT OR MODIFICATION

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

11. 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.

12. 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

Board Chair Signature

Robert Perez

Printed Name

Printed Name

Partner

Title

Date

Date

Board Clerk Signature

Printed Name

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
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First Phase includes the following items:

- 1) Development of a total of 8 Preplans
- 2) Preplan Post-processing (for inclusion into CAD Mobile Map).
- 3) Administrative cost

Total Cost:	\$ <u>4,000.00</u>
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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. **Banner Goldfield Hospital**
2. **Stripes Urgent Care / Mercantile Plaza**
3. **Campland USA - Clubhouse**
4. **First Assembly of God Church**
5. **Mountain America Credit Union**
6. **Mountain View Lutheran Church**
7. **Arizona Water Company**
8. **Peddlers Mall**

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 December 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, December 1, 2019, and shall not extend beyond June 30, 2020 not more than 7 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@sfmd.az.gov.) via email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

Payment is due upon receipt and is past due ten (30) 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. 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.

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THE PREPLANNERS, LLC

**SUPERSTITION FIRE /
MEDICAL DISTRICT**

Signature

Robert Perez
Printed Name

Partner
Title

Date

Board Chair Signature

Printed Name

Date

Board Clerk Signature

Printed Name

Date

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PREPLAN DEVELOPMENT

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2. **Stripes Urgent Care / Mercantile Plaza – 750 S. Ironwood**
3. **Campland USA (Clubhouse) – 2851 S. Tomahawk**
4. **First Assembly of God Church – 651 N. Ocotillo**
5. **Mountain America Credit Union – 140 E. Old West HWY (Fry's)**
6. **Mountain View Lutheran Church – 2122 S. Goldfield**
7. **Arizona Water Company – 2380 W. Southern**
8. **Barleen's Arizona Opry – 2275 E. Old West HWY**