

VERSION 1.0
December 18, 2019



BOARD OF DIRECTORS MEETING

DECEMBER 18, 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

December 18, 2019

Mission Statement

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

The Board will hold a meeting on Wednesday, December 18, 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 November 2019 financial reports and bank reconciliations. (BOD #2019-12-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-12-02)**
- 3. Call to the Public. (BOD #2019-12-N/A)**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- 4. Consideration and possible approval of all consent agenda items listed below (BOD #2019-12-03):**
 - A. Board Meeting Minutes from November 20, 2019
 - B. Executive Session Minutes from November 20, 2019
 - C. Pinal County Treasurer's Office and Wells Fargo Bank signature authority
 - D. Transfer of funds for the January 1, 2020 debt service interest payment
 - E. BK² - Consulting Agreement and Scope of Work
 - F. Fire Station 263 – Additional Mediacom
 - G. Image Trend Elite Annual Invoice
- 5. Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members. (BOD #2019-12-04)**

6. **Discussion and possible approval of the 2020 disclosure statement of meeting notice posting locations and dates for Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings. (BOD #2019-12-05)**
7. **Discussion and possible approval regarding revisions to SFMD's Procurement Policy to provide clarification on the Board's expectations pertaining to required signatures for Professional Services, and to document recent changes in required Staff signatures on payroll forms. (BOD #2019-12-06)**
8. **Discussion, evaluation, and possible approval of the services of the District's internal Finance Director position in comparison to the services of the James Vincent Group. (BOD #2019-12-07)**
9. **Discussion, presentation and possible approval 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 #2019-12-08)**
 - 1008 Tuition Reimbursement
 - 1041 Military Leave
10. **Discussion and presentation of the following Policies brought for review at the December 18, 2019 Board Meeting for final approval at the January 15, 2020 Board Meeting. (BOD #2019-12-09)**
 - 500 Patient Care Reports
 - 503 Pre-Hospital Medical Care Directives
 - 505 Controlled Substance Accountability
 - 705 Mobile Data Terminal Use
 - 706 Knox Box and Other Access Box Systems
 - 710 Non-Official Use of District Property
11. **Reports. (BOD #2019-12-10)**
 - 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**
12. **Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation (BOD #2019-12-11)**
 - a) Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.

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

13. Discussion and possible action regarding the Fire Chief Evaluation process. (BOD #2019-12-12)

14. New Business / Future Agenda Items. (BOD #2019-12-13)

15. Announcements (BOD #2019-12-N/A)

16. Adjourn (BOD #2019-12-14)

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: December 12, 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 – December 18, 2019

Agenda Item: 1

BOD#: 2019-12-01

Agenda Item Title

Review and approval of the November 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 November 2019 financial reports and bank reconciliations."



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

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



November 2019

Governing Board Meeting – December 18, 2019

Agenda Item: 2

BOD#: 2019-12-02

Agenda Item Title

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

Submitted By

Fire Chief Mike Farber

Assistant Chief Rick Ochs

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.

Citizen's Award for Pam Frentz

November Anniversary

Firefighter July Ritschel – 19 Years

December Anniversaries

27 Years of Service
Engineer John Suniga
7 Years of Service
Fire Mechanic II George Nasello



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Governing Board Meeting – December 18, 2019

Agenda Item: 3

BOD#: 2019-12-n/a

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

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

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

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

Background / Discussion

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

Scheduled

None



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Governing Board Meeting – December 18, 2019

Agenda Item: 4

BOD#: 2019-12-03

Agenda Item Title

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

- A. Board Meeting Minutes from November 20, 2019 – **Appendix A**
- B. Executive Session Minutes from November 20, 2019
- C. Pinal County Treasurer’s Office and Wells Fargo Bank signature authority - **Appendix C**
- D. Transfer of funds for the January 1, 2020 debt service interest payment - **Appendix D**
- E. BK² - Consulting Agreement and Scope of Work - **Appendix E**
- F. Fire Station 263 – Additional Mediacom - **Appendix – F**
- G. Image Trend Elite Annual Invoice - **Appendix – G**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for December 18, 2019.”



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Governing Board Meeting – December 18, 2019

Agenda Item: 5

BOD#: 2019-12-04

Agenda Item Title

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

Submitted By

Fire Chief Mike Farber

Background/Discussion

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

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

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

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

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

Financial Impact

N/A

Enclosure(s)

SFMD Board of Directors Disclosure Form – For Signature

Recommended Motion

N/A



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SUPERSTITION FIRE & MEDICAL DISTRICT

Board of Directors Disclosure Form



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

By submitting this Disclosure Form, I am requesting this Disclosure Form be kept according to [ARS §38-509](#).

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

I do not have a Conflict of Interest.

or

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

and/or

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

Signature

Date

Article 8: Conflict of Interest of Officers and Employees

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

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

A.R.S. §38-509: Filing of disclosures

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

Governing Board Meeting – December 18, 2019

Agenda Item: 6

BOD#: 2019-12-05

Agenda Item Title

Discussion and possible approval of the 2020 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings.

Submitted By

Fire Chief Mike Farber

Board Secretary Sherry Mueller

Background/Discussion

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

The statement also includes the 2020 SFMD regularly scheduled Board Meeting dates and times.

Financial Impact

TBD

Enclosure(s)

2019 Disclosure Statement – For Signature

Recommended Motion

“Motion to approve filing the 2020 disclosure statement with board meeting dates and times with the Pinal & Maricopa County Board of Supervisors and for posting meeting notices and agendas at the locations specified in the statement and on the District’s website.”



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2020 Statement of Disclosure Posting Locations, Date and Times of Meetings

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

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

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

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

District Website
www.sfmd.az.gov

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

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

2020 Governing Board Meeting Dates

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

January 15, 2020	July 15, 2020
February 19, 2020	August 19, 2020
March 18, 2020	September 16, 2020
April 15, 2020	October 21, 2020
May 20, 2020	November 18, 2020
June 17, 2020	December 16, 2020

*LPB meetings will be scheduled quarterly or as needed.

Dated this 18th day of December, 2019.

SUPERSTITION FIRE AND MEDICAL DISTRICT

Governing Board Approval:

Board Clerk

Governing Board Meeting – December 18, 2019

Agenda Item: #7

BOD#: 2019-12-06

Agenda Item Title

Discussion and possible approval regarding revisions to SFMD's Procurement Policy to provide clarification on the Board's expectations pertaining to required signatures for Professional Services, and to document recent changes in required Staff signatures on payroll forms.

Submitted By

Finance Director Roger Wood

Fire Chief Mike Farber

Background/Discussion

Based on the Board's and Board Counsel's discussion at the November 2019 Board meeting regarding the ARS statutes and common law / best practices guidelines pertaining to the selection and approval of Professional Services for the District, a revised District Procurement Policy is being provided for the Board's discussion, further direction, and possible approval.

Also, due to recent changes in Staff responsibilities, the section in the Procurement Policy that documents the required Staff signatures for Compensation / Payroll changes is being updated.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

DRAFT Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll


Recommended Motion

"Motion to approve the District's Revised Procurement Policy as presented on December 18, 2019."



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 <p>Policy</p>	Policy:	Volume X: SFMD Board of Directors
	Subject: Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll	
	Effective Date: January 1, 2020	Revision Date: December 2019
	Approved By: SFMD Board of Directors	

General

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

Purpose

To establish policy and procedure for the procurement of **all expenditures** for supplies, equipment, materials and services ("Goods and Services"), and/or additions / changes to employee's compensation and benefits ("Payroll") necessary for the effective and efficient provision of services to the community. This policy is to apply to all personnel who are directly or indirectly involved with the procurement of Goods and Services and/or the processing of Payroll for SFMD.

Policy

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

It is the policy of SFMD to ensure the terms and conditions of A.R.S. §38-511 be included in any agreement or contract negotiated on behalf of SFMD. The agreement or contract is to include definitive language recognizing A.R.S. §38-511 and its legally binding effects on the agreement or contract in question, and all parties associated with the agreement or contract.


 <p>Policy</p>	Policy:	Volume X: SFMD Board of Directors
	Subject: Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll	
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Policy for Procedure of Goods and Services

A. Purchase Order (PO) Requirements / Types

1. Standard PO

Regardless of the amount of the purchase, a PO must be completed for each procurement request, all supporting documentation (invoice, packing slip(s), bids if applicable, and procurement form) must be attached to the PO, and the PO must be signed by the originator before being submitted for review and approval per this Policy. It is the responsibility of the PO originator to ensure that all required signatures are documented on the PO, and that all required supporting documentation are turned into Accounting in a timely manner.

It is SFMD's intent that a PO be prepared completely with all required approval signatures prior to the purchase of Goods and Services. However, in instances where an item is needed in an emergency for SFMD to protect the public (see C3 below), an approved PO can (and must) be submitted after the purchase has occurred. In all cases, the buyer/purchaser is to ensure all applicable taxes and fees are included in the total amount of expenditure documented in the PO.


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

2. Annual PO

An Annual PO is used for the procurement of Goods and Services which involves a recurring, frequent, or monthly purchase from a specific vendor during the fiscal year. An Annual PO number will be issued by Accounting to the awarded vendor and will be utilized throughout the fiscal year. This method does not preclude competitive quote and bid requirements. This method only applies to the procurement of Goods and Services as described on the Annual PO(s).

3. Contract PO

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

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B. Procurement – Competitive Pricing / Written Bids

1. The purchase of **Goods** up to \$2,499.99 do not require a quote to support the corresponding PO.
2. The purchase of **Goods** \$2,500.00 and greater must be supported by three (3) written bids. The three written bids are to be attached to the Procurement Form. The Procurement Form and the three written bids are to be attached to the PO.
3. The purchase of **Services** up to \$4,999.99 do not require a quote in support of the corresponding PO.
4. The purchase of **Services** \$5,000.00 and greater must be supported by three (3) written bids. The three written bids are to be attached to the Procurement Form. The Procurement Form and the three written bids are to be attached to the PO.


NOTES: The Board has complete authority to require or waive the need for Competitive Written Bids for Professional Services as defined as “the provision of a services such as accounting, auditing, legal, consulting, and other such services that are provided by individuals or firms with specialized skills and/or credentials”.

Also, the Board has complete authority to mandate whether or not the Request for Proposal (RFP) competitive bid process is to be used, and/or if sealed bids are to be required for any purchase.

C. Waiver of Competition

Although the overriding intent of this policy is that competitive pricing is required whenever possible, there are times when competitive pricing may be waived pursuant to this section. Competitive pricing (See Section B above) may be waived for the following conditions:

1. Government, State Contract & Inter-Governmental Agency Agreement.
When using State Contracted vendors, items \$5,000 or greater, must still follow the three (3) written bid process. If a vendor comes in with a lower responsible quote, they can be used even though they are not State Contracted. **The Contract # and Agency must be documented on the PO.**
2. Single source procurement (**attach supporting information**).
3. Emergency purchase (**The Fire Chief is to be notified of all emergency purchases as he must send an explanation to the BOD within 72 hours**).
4. Efforts to obtain competitive pricing result in no competing offers.
5. Standardization/Compatibility requirements prevent the use of alternative vendors.

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D. Signature Approval – Authorized Personnel

The following positions are authorized by the BOD to approve the purchase of Goods and Services. All purchases of Goods and Services must be properly approved prior to placing the order (with the exception of emergency purchases – see Section C3 above).

1. Up to \$2,499.99 – Can be approved by each of the following positions individually: Budget Manager (including Deputy Chief and Administrative Services Director), Assistant Chief, Battalion Chief, Fleet Manager, and Fleet & Facilities Support Specialist.
2. \$2,500.00 to \$24,999.99 – Must be signed by the originator of the PO, the Finance Director, and the Fire Chief.
3. \$25,000.00 and greater – Must be signed by the originator of the PO, the Finance Director, the Fire Chief, **AND must be submitted to the BOD for approval prior to purchase.**

E. Other Means of Procuring Goods and Services


1. Credit Card.

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

2. Expense Reimbursement.

Employees seeking reimbursement for required and authorized expenditures must:

- Complete an SFMD Personal Expense Reimbursement Form.
- Attach all receipt(s) to the form.
- If mileage reimbursement is being requested, a map showing miles to and from must be attached. Mileage reimbursement will be based on the current federal rate for mileage.
- The Reimbursement Form must have Department Head approval prior to submission to Accounting for payment.
- Expense reimbursement requests must be submitted within the fiscal year of expense.

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F. Processing of Transport Refunds.

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

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

Policy for Additions / Changes to Payroll

It is SFMD's intent that all changes to an employee's Payroll (compensation and/or benefits) be approved prior to implementation of the change.


A. Addition of New Employees.

The budget for the addition of all new employee(s) must be included in the annual Fiscal Budget adopted by the BOD. The processing of the new employee's payroll, benefits, and accruals are documented in sections B, C, and D below.

B. Changes to Employee Payroll.

All Payroll changes must be documented in writing with the following information documented on the Payroll Change Form:

- Employee Name and Employee Number.
- Employee's division and shift (e.g., 56-Hour Sworn, 42-Hour Transport, etc.).
- Effective Date of Payroll Change.
- Employee's Current and New Job Grade, Step, and Annual Base Wages.
- Percent Change in Base Wages resulting from Payroll Change.
- All appropriate current and future annual incentives (e.g., TRT, BSO, SCBA, Paramedic, and/or educational incentive).
- FLSA Gross Up if applicable.
- Total current and total future annual compensation (wages and incentives).

	Policy:	Volume X: SFMD Board of Directors
	Subject: Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll	
	Effective Date: January 1, 2020	Revision Date: December 2019
	Approved By: SFMD Board of Directors	


- For Salaried employees, current and future bi-weekly and hourly total compensation.
- For Hourly employees, current and future total hourly regular, overtime, and FLSA rates.
- FLSA Status of the employee.
- Reason for the change in Compensation.
- Cell Phone Incentive, if applicable, and the amount per pay period.
- Timing and nature of the next Payroll Change.

All Payroll Change Forms must be signed by the HR Generalist (originator), and approved in writing by the Finance Director and the Fire Chief (or his delegate).

C. Changes to Employee Benefits.

All employee benefit changes and contributions must be documented in writing with the following information documented on the Employee Benefit Enrollment Form:

- Employee Name and Employee Number.
- Effective Date of Benefit Change.
- District Section 125 Benefits:
 - Per Pay Period (PPP) Benefit Dollars.
 - PPP premium amount for all insurance coverages selected by the employee (medical, dental, vision, and/or AFLAC).
 - PPP premium coverage provided by Benefit Dollars.
 - PPP remaining Benefit Dollars, if any, that must be deposited into either a Health Saving Account (if the employee has selected a Health Saving Medical Plan), or the employee's 457(b) Deferred Compensation account.
 - PPP premium coverage not provided by Benefit Dollars that will be withdrawn from the employee's after tax take-home compensation.
 - PPP premium amount for short term and/or long term disability and voluntary life insurance, if selected by employee. These premium amount(s) will be withdrawn from the employee's after tax take-home compensation.

	Policy:	Volume X: SFMD Board of Directors
	Subject: Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll	
	Effective Date: January 1, 2020	Revision Date: December 2019
	Approved By: SFMD Board of Directors	

- District 457(b) Deferred Compensation Benefit:
 - PPP 457(b) Deferred Compensation being contributed by the employee.
 - PPP 457(b) Deferred Compensation being matched by the District (the current benefit is a dollar-for-dollar match with a maximum of \$61.00 PPP by the District for every dollar contributed by the employee.

Employees can contribute to their Health Savings Account and/or 457(b) Deferred Compensation account up to the annual maximum allowed by federal IRS guidelines.

The Employee Enrollment Form is to be signed by the employee, the HR Generalist, and the Finance Director.

D. Changes to Employee Vacation and Sick Leave Accruals.


All employee vacation accrual changes must be documented in writing with the following information documented on the Employee Accrual Change Form:

- Employee Name and Employee Number
- Effective Date of Accrual Change.

Payroll will apply the accrual change within the pay period it becomes effective. There is no prorating of the change.
- Reason for Accrual Change

The vacation and sick leave accrual balances for employees transitioning from a 56-hour to a 42-hour shift or 40-hour shift are to be factored to reflect their new shift parameters as of the effective date of the shift transition. All accruals and usage from the effective date forward are to be accounted for to reflect their new shift parameters.

The Employee Accrual Change Form is to be signed by the HR Generalist, and the Finance Director.

 <p>Policy</p>	Policy:	Volume X: SFMD Board of Directors
	Subject: Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll	
	Effective Date: January 1, 2020	Revision Date: December 2019
	Approved By: SFMD Board of Directors	

E. Termination / Resignation / Retirement of Employee.

The final compensation (wages earned, accrued vacation, and accrued sick leave, if applicable) for an employee who is ending their employment with the District is to be documented on the Employee Final Paycheck Form.

All employee insurance premiums owed to the District along with the date each insurance benefit ends, and/or any tuition reimbursement that is refundable to the District per policy, that are to be subtracted from the final compensation of all employees is to be noted on the Employee Final Paycheck Form.

The Employee Final Paycheck Form must be signed by the HR Generalist (originator), and approved in writing by the Finance Director and the Fire Chief (or his delegate).

Governing Board Meeting – December 18, 2019

Agenda Item: #8

BOD#: 2019-12-07

Agenda Item Title

Discussion, evaluation, and possible approval of the services of the District’s internal Finance Director position in comparison to the services of the James Vincent Group.

Submitted By

Finance Director Roger Wood

Fire Chief Mike Farber

Background/Discussion

A member of the Board has asked for an evaluation of the cost of the District’s Finance Director in comparison to that of the James Vincent Group.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

None. Presentation(s) will be provided during the Board meeting.

Recommended Motion

“TBD.”



Governing Board Meeting – December 18, 2019

Agenda Item: #9

BOD#: 2019-12-08

Agenda Item Title

SFMD Policy Manual – Policies reviewed in November.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

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

- 1041 – Military Leave
- 1008 - Tuition Reimbursement

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: Tuition Reimbursement and Military Leave.”



Go to Item 10

Go to Agenda

Governing Board Meeting – December 18, 2019

Agenda Item: #10

BOD#: 2019-12-09

Agenda Item Title

Policy Review – For possible approval in the January 2020 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:

- 0500 – Patient Care Reports
- 0503 – Pre-Hospital Medical Care Directives
- 0505 – Controlled Substance Accountability
- 0705 – Mobile Data Terminal Use
- 0706 – Knox Box and other Access Box Systems
- 0710 – Non-Official use of District Property

Recommended Motion

No motion at this time.



Go to Item 11

Go to Agenda

Patient Care Reports

500.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish the requirements for documentation of patient responses, and the related document distribution, storage and disclosure (ACC § R9-25-201).

500.1.1 DEFINITIONS

State

Definitions related to this policy include:

Advanced life support base hospital (base hospital) - A health care institution that offers general medical and surgical services, that is certified by the director as an advanced life support base hospital and that is affiliated by written agreement with a licensed ambulance service, municipal rescue service, fire department, fire district or health services district for medical direction, evaluation and control of Emergency Medical Technicians (EMTs) (ARS § 36-2201).

Emergency medical patient (patient) - A person who is suffering from a condition that requires immediate medical care or hospitalization, or both, in order to preserve the person's health, life or limb (ARS § 41-1831).

Emergency Medical Services (EMS) - Services required following an accident or an emergency medical situation (ARS § 36-2201):

- For on-site emergency medical care.
- For the transportation of the sick or injured by a licensed ground or air ambulance.
- In the use of emergency communications media.
- In the use of emergency receiving facilities.

Emergency receiving facility - A licensed health care institution that offers EMS, is staffed 24 hours a day and has a physician on call (ARS § 36-2201).

Patient refusing medical care against medical advice (AMA) - A competent patient who is determined by an EMT, an emergency receiving facility or a base hospital to have a medical problem that requires the immediate treatment and/or transportation capabilities of the EMS system, but who declines medical care despite being advised of his/her condition and the risks and possible complications of refusing medical care.

500.2 POLICY

State

It is the policy of the Superstition Fire & Medical District to follow the patient documentation and distribution guidelines developed by the local or regional EMS coordinating systems, the administrative medical director, the Arizona Bureau of Emergency Medical Services & Trauma System (BEMSTS) Pre-Hospital Information & EMS Registry System (AZ-PIERS) and Arizona law.

Patient Care Reports

500.3 PROCEDURE

State

A Patient Care Report (PCR) shall be completed for every patient response. This includes a patient who is released at the scene, meets the criteria for pronouncing death in the field, is an inter-facility transport or is involved in a multi-casualty incident.

A PCR and a patient release form must be completed for all patients who refuse evaluation, treatment and/or transport.

Contact with persons who do not meet the criteria required for the definition of a patient should be recorded in the district's incident reporting system to document that assistance was offered and declined. The district's reporting requirements concerning personal identification information, including a person's name, age, date of birth and sex, should be followed.

The PCR should be completed as soon as possible after providing patient care. A brief written or electronic report must be given to the emergency receiving facility after the patient arrives and a completed PCR must be provided as required by the administrative medical director and Arizona law (ACC § R9-25-201).

An EMS evaluation, performed minimally by a qualified district member, may or may not be required for non-medical requests for assistance, such as "service calls" or "back-to-bed" requests. A PCR shall be completed for any person meeting the patient criteria.

For continuous quality improvement, the local or regional EMS coordinating systems, district EMS supervisors, the administrative medical director, and the designated emergency receiving facility and any involved base hospital shall review their copies of the PCR and discuss any areas of concern.

500.4 DISTRIBUTION OF PCR COPIES

Best Practice

MODIFIED

- (a) If a patient is transported to an emergency receiving facility, copies should be distributed as follows:
 - 1. Record retained by the District
 - 2. Record made available for the emergency receiving facility
- (b) If a patient is not transported or refuses care and leaves against medical advice (AMA), copies should be distributed as follows:
 - 1. Record retained by the District
- (c) If a patient is declared dead and is not transported, copies should be distributed as follows:
 - 1. Copy retained by the District
 - 2. Copy sent to the assigned base hospital Medical Director

Patient Care Reports

500.5 OPIOID OVERDOSE REPORTING

State

Any member who responds to a call where opioid overdose is suspected shall obtain the required information for reporting to the Arizona Department of Health Services (DHS) (AAC § R9-4-602).

The Custodian of Records should ensure that the required information for suspected opioid overdose is submitted to DHS within five business days of the call (AAC § R9-4-602).

Pre-Hospital Medical Care Directives

503.1 PURPOSE AND SCOPE

State

This policy identifies the circumstances and types of documents required for district Emergency Medical Services (EMS) members to withhold or withdraw resuscitative or life-sustaining measures based on Arizona law (ARS § 36-3251).

Nothing in this policy should be interpreted to limit EMS members from relieving an airway obstruction.

503.1.1 DEFINITIONS

State

Definitions related to this policy include:

Agent - A person designated in a written power of attorney for health care to make health care decisions (ARS § 36-3201).

Do Not Resuscitate (DNR) Bracelet - A medic alert bracelet worn on the wrist or ankle that states "Do Not Resuscitate" and is printed on an orange background (ARS § 36-3251).

Palliative care - The total care of patients who are not responsive to curative treatment, designed to achieve the highest quality of life possible.

Pre-Hospital Medical Care Directive (or Do Not Resuscitate (DNR)) - A document executed and used to give health care instructions, including directions to withhold or withdraw life-sustaining measures and CPR. A valid Pre-Hospital Medical Care Directive (PMCD) must contain the date of its execution, signature of the patient or of an agent in the patient's name, and be acknowledged by a licensed health care provider. PMCDs may be either letter or wallet size and shall be printed on an orange background (ARS § 36-3251).

PMCDs are commonly referred to as Do Not Resuscitate (DNR) requests.

503.2 POLICY

State

It is the policy of the Superstition Fire & Medical District that EMS members honor DNR requests to withhold or withdraw resuscitative measures.

Controlled Substance Accountability

505.1 PURPOSE AND SCOPE

Federal MODIFIED

The purpose of this policy is to establish the procedures for the supply, use, and accountability of controlled substances administered by the Superstition Fire & Medical District (21 CFR 1300.01 et seq.).

505.1.1 DEFINITIONS

Best Practice MODIFIED

Definitions related to this policy include:

Controlled substance - A drug, substance, or immediate precursor listed in any schedule of the federal Controlled Substances Act, including any substance added or rescheduled by the Arizona State Board of Pharmacy.

Unit - Any ambulance, transport unit or first response engine or truck company.

505.2 POLICY

Federal MODIFIED

It is the policy of the Superstition Fire & Medical District to ensure the availability of the proper medications for emergencies and to comply with all applicable local, state, and federal regulations governing the supply, use, and accountability of all controlled substances (21 CFR 1300.01 et seq.; Title 21 USC Controlled Substances Act).

505.3 STORAGE AND INVENTORY

Federal MODIFIED

To prevent the unauthorized access of controlled substances during an incident, the controlled substances must either be in direct possession of a paramedic or locked in a secured area.

The Emergency Medical Services (EMS) supervisor will determine the locking mechanism to be utilized on vehicles that contain controlled substances. Controlled substances should be secured in the locked mechanism any time the unit is parked and unattended.

All personnel authorized to handle controlled substances shall follow this procedure unless prior written permission to deviate is obtained from the EMS supervisor or the authorized designee:

- (a) All controlled substances are to be secured by district members in the designated locking mechanism provided by the District.
- (b) At each shift change, an incoming and outgoing paramedic shall, in each other's presence, inspect the quantities, the integrity of the containers, and the expiration dates of the controlled substance inventories. Each paramedic shall attest to the quantity available by completing the electronic controlled substance daily report. At no time shall an individual enter a name or signature on behalf of another person.

Superstition Fire & Medical District

Policy Manual

Controlled Substance Accountability

- (c) If the inventory of any controlled substance results in a discrepancy, the paramedics must immediately attempt to reconcile the amount missing. If the discrepancy cannot be reconciled, immediate notification shall be made to the Captain, the Battalion Chief, and the EMS supervisor. The EMS supervisor shall be responsible for the completion and submission of the online Drug Enforcement Administration (DEA) Form 106, Report of Theft or Loss of Controlled Substances (21 CFR 1301.76).
- (d) If the unit is dispatched to an incident before the daily inventory occurs, the inventory and reconciliation shall be done as soon as practicable upon returning to the station. If the outgoing paramedics have already left the station, one on-duty paramedic and the Captain from the on-duty shift may conduct the inventory and reconciliation process.
- (e) In the event that a paramedic works two consecutive shifts on the same unit, the inventory shall be performed by the paramedic and witnessed and verified by another paramedic assigned to the station, a Captain or an on-duty shift member.
- (f) An electronic controlled substance daily report and a controlled substance disposition and restock record shall be maintained for all units in the district's designated electronic records management system. These documents shall be available for random inspection and review by the EMS Coordinator and local, state, or federal regulatory representatives to ensure compliance.
- (g) When a controlled substance daily report is completed on the last day of the month, the Captains from each shift shall review the report for completeness and sign the bottom of the record. After review, the Captain shall forward a copy of the report, along with a copy of the corresponding controlled substance disposition and restock record, to the EMS supervisor as soon as practicable.

505.3.1 STANDARD CONTROLLED SUBSTANCE INVENTORY

Best Practice **MODIFIED**

- (a) The standard complement of controlled substances shall be established by the EMS supervisor or the authorized designee.
- (b) Any modification to the standard complement of controlled substances shall be justified and approved by the EMS Coordinator or the authorized designee.
- (c) The supply of controlled substances will be obtained from the district's base hospital pharmacy or other authorized source.
- (d) When a controlled substance is received, the paramedic receiving the drug must immediately secure the drug into the locked mechanism on the unit.

505.4 CONTROLLED SUBSTANCE ADMINISTRATION AND DOCUMENTATION

Best Practice **MODIFIED**

- (a) Only paramedics shall administer controlled substances. Each time a controlled substance is administered to a patient, the drug, dose, and administration route shall be documented on the ePCR in compliance with the Arizona Bureau of Emergency Medical Services & Trauma System guidelines. In addition, the following information shall be recorded on the controlled substance disposition and restock record:
 1. Date/time of administration

Superstition Fire & Medical District

Policy Manual

Controlled Substance Accountability

2. Incident number associated with the event
 3. PCR number
 4. Patient's full first and last name (when known)
 5. Drug and dose administered
 6. Printed first and last name and signature of paramedic who administered the controlled substance
- (b) If the entire amount of a controlled substance is not administered by the transporting paramedic, a licensed staff member for the hospital that received the patient shall witness the proper disposal of the remaining amount. The hospital staff member's signature must be obtained on the controlled substance waste form. If waste of a controlled substance occurs at the incident, another paramedic or captain must witness the waste and sign the record.

505.4.1 TRANSFER PROTOCOLS INVOLVING CONTROLLED SUBSTANCES

Best Practice **MODIFIED**

If the first unit on scene administers a controlled substance to a patient, it is expected that that unit will continue patient care to the hospital.

505.5 CONTROLLED SUBSTANCE SUPPLY AND RESUPPLY

Federal **MODIFIED**

- (a) The EMS Coordinator shall submit a completed DEA Form 222 to the designated district supplier to order controlled substances in order to maintain established levels.
- (b) Upon receipt of the controlled substance from the supplier, the EMS Coordinator or the designated paramedic shall inventory the controlled substance received to ensure that the type and quantities ordered match the type and quantities received and are reflected on the corresponding DEA Form 222 (21 CFR 1305.12; 21 CFR 1305.13).
- (c) The EMS Coordinator or the designated paramedic will immediately place the controlled substance in the locked mechanism and ensure that inventory is reconciled with any electronic data files.
- (d) Any inventory or reconciliation discrepancies shall immediately be brought to the attention of the Battalion Chief and a DEA Form 106, Report of Theft or Loss of Controlled Substances, shall be completed and submitted, if required (21 CFR 1301.76).

505.5.1 UNIT RESUPPLY

Best Practice **MODIFIED**

Resupply from a non-district unit is not authorized. If the care of a patient is transferred to a non-district unit, the administering paramedic will continue the patient care to the hospital or transfer to an air ambulance company. Restock will be obtained from the base hospital.

505.6 ACCOUNTABILITY

Federal **MODIFIED**

Superstition Fire & Medical District

Policy Manual

Controlled Substance Accountability

The EMS Coordinator should:

- (a) Review the controlled substance daily reports and the controlled substance disposition and restock records monthly for completeness, compliance with established procedure, consistency with the data entered, and any other issues that may require follow-up or investigation.
- (b) Randomly inspect controlled substance daily reports and the controlled substance disposition and restock records on units for completeness, compliance with established procedure, consistency with the data entered, and any other issues that may require follow-up or investigation.
- (c) Ensure copies of controlled substance daily reports and the controlled substance disposition and restock records are maintained as provided in the records retention schedule and for a minimum period of two years (21 CFR 1304.04).
- (d) Ensure the Custodian of Records is provided enough information for applicable state reporting requirements.
- (e) Notify the responsible Battalion Chief of any item that deviates from this policy.

505.6.1 STATE REPORTING

State **MODIFIED**

The Custodian of Records shall ensure that any incidents responded to by the District that are subject to applicable state reporting requirements are reported appropriately.

Mobile Data Terminal Use

705.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish the guidelines for use of the Mobile Data Terminal (MDT) in the apparatus to access incident and resource information and log unit status. Members using the MDT shall comply with appropriate federal and state rules and regulations.

705.2 POLICY

Best Practice **MODIFIED**

The MDT shall be used for official district business only. District Messages may be reviewed by supervisors at any time without prior notification. Members generating or transmitting messages not in compliance with this policy are subject to discipline. All calls dispatched to fire companies should be communicated by voice and MDT unless otherwise authorized by the Battalion Chief.

705.2.1 USE WHILE DRIVING

Best Practice

Use of the MDT by the apparatus operator should be limited to times when the apparatus is stopped. Sending or reading MDT messages while an apparatus is in motion is a potentially dangerous practice. Reading messages while in motion should be done by the Captain or other crew member who is not driving and has access to the MDT.

Knox-Box® and Other Access Box Systems

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide information about the Knox-Box® Rapid Entry System or other access box systems and the roles and responsibilities of district members with regard to access-key security, storage and accountability. This policy shall apply to all buildings or sites within the Superstition Fire & Medical District jurisdiction where it has been determined that an access-keyed device is needed or has been provided for accessibility for emergency responders (AA C R4-36-201).

706.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Computer-Aided Dispatch (CAD) premise information file - A file entered in a CAD system to automatically notify responding units of certain information, including the presence of an access box, about a facility to which they have been dispatched.

Access tag - Attached to each key in an access box to identify its function.

Knox-Box, Emergency Access Systems box or other access box - A locked box used for securely storing the keys to a gate, building or rooms within a building.

Access cabinet - A locked data cabinet used for storing information pertinent to the operation of a building, such as hazardous materials (HAZMAT) data and plant shut-down procedures. Keys to the facility can also be located within the cabinet.

Knox Company - The manufacturer/vendor of Knox-Box, cabinets, key switches, padlocks and related accessories.

Access box master key - A key carried on all fire apparatus that enables district members to unlock any keyed access box within the jurisdiction.

Access box tones - Electronic tones sent by a dispatcher over the radio to release the access box master key from the fire apparatus.

706.2 POLICY

Best Practice

It is the policy of the Superstition Fire & Medical District to be registered with the Knox Company or other access box system manufacturer to participate in a rapid entry system, providing safe and secure nondestructive emergency access to commercial and residential properties. Participation minimizes potential budget impacts caused by forcible entry during an emergency and allows a building to be re-secured quickly and easily by members.

Superstition Fire & Medical District

Policy Manual

Knox-Box® and Other Access Box Systems

The Fire Chief or the authorized designee shall appoint an access box program coordinator, who shall be responsible for ensuring that all aspects of the program are administered in accordance with state fire code, local ordinance and manufacturer requirements.

706.3 ACCESS BOX KEY ACCOUNTABILITY

Best Practice **MODIFIED**

No individual member shall be issued an access box master key. Appropriate fire apparatus shall be equipped with locking units that are accessed by an individual pin code or by tones issued via two-way radio by the Dispatch Center. Once the master key is released, it should be used to access the keyed device at the location of the emergency and be immediately returned to the secured unit.

The Fire Chief is ultimately accountable for access box master keys issued to the District. Any missing master key shall be immediately reported verbally to a supervisor and followed up with a written explanation to the Fire Chief or the authorized designee by the end of the applicable/assigned shift.

Maintenance and security of the access box master keys is essential to the credibility of the program. Any loss of a master key shall be thoroughly investigated and appropriate action initiated. If the key cannot be recovered, all access box master keys in the jurisdiction may have to be replaced at district expense.

Non-Official Use of District Property

710.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidance on the non-official use of district property. District property includes, but is not limited to, all portable pumps, chain saws, rescue saws, generators, fire hoses, hose adapters, suction hoses, ladders, rescue equipment, small tools or any power driven tools.

710.2 POLICY

Best Practice

The personal use of district property is not authorized. No equipment shall be loaned or used by a member for any purpose other than official district business without the express prior approval of a Battalion Chief.

Requests from water companies or other agencies for hose adapters or other equipment should be forwarded to the appropriate Battalion Chief for consideration.

Governing Board Meeting – December 18, 2019

Agenda Item: 11

BOD#: 2019-12-10

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



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Governing Board Meeting – December 18, 2019

Agenda Item: #12

BOD#: 2019-12-11

Agenda Item Title

Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation

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

Submitted By

Legal Counsel William Whittington

Background/Discussion

In the October meeting, the board of directors gave direction for the completion of the annual Fire Chief evaluation. Staff completed the 180 Internal evaluation form and sent them to Mr. Whittington. The SFMD board of directors were to complete the (Professional Growth and Development Guidance) evaluation form for the Fire Chief for the December meeting.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

N/A

Recommended Motion

"Motion to go into Executive Session pursuant to ARS §38-431.03(A)(1) at (STATE TIME) for personnel matters regarding the fire chief's performance evaluation"



Go To Item 13

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Governing Board Meeting – December 18, 2019

Agenda Item: #13

BOD#: 2019-12-12

Agenda Item Title

Discussion and possible action regarding the Fire Chief Evaluation process.

Submitted By

Legal Counsel William Whittington

Background/Discussion

In the October meeting, the board of directors gave direction for the completion of the annual Fire Chief evaluation. Staff completed the 180 Internal evaluation form and sent them to Mr. Whittington. The SFMD board of directors were to complete the (Professional Growth and Development Guidance) evaluation form for the Fire Chief for the December meeting.

Financial Impact(s)/Budget Line Item

Enclosure(s)

N/A

Recommended Motion

TBD



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Governing Board Meeting – December 18, 2019

Agenda Item: 14

BOD#: 2019-12-13

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



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Governing Board Meeting – December 18, 2019

Agenda Item: 15

BOD#: 2019-12-n/a

Agenda Item Title

Announcements

Background / Discussion

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

Recommended Motion:

N/A



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Governing Board Meeting – December 18, 2019

Agenda Item: 16

BOD#: 2019-12-14

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from November 20, 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)

November 20, 2019 Board Meeting Minutes





Superstition Fire & Medical District

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

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

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

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

Governing Board Meeting Minutes

November 20, 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, NOVEMBER 20, 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 5:31 PM.](#)

A. Call to Order

Chairman House called the meeting to order at 5:31 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Director Cross.

C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Deputy Chief Jeff Cranmer 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 October 2019 financial reports and bank reconciliations. (BOD #2019-11-01)

Motion by Director Moeller to approve the October 2019 financial reports and bank reconciliations.

Seconded by Director Strand.

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

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

SFMD Early Organizational History – Fire Chief Jim Geil

November Service Anniversaries

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

13 Years: Information Systems Coordinator - **Lauren Daniel**

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



Superstition Fire & Medical District

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

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Apache Junction, AZ 85119
Fax (480) 982-0183

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

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

4 Years: EMT **Ron Demarzo** Paramedic **Trevor Overson**
EMT **Justin Mueller** Paramedic **Jim Tucci**

2 Years: Firefighter **Mark Nelson** EMT **Lucas Martinez**
Paramedic **Jake Millan**

Special Recognition – Crystal Martin – Paramedic of the Year Award from Banner Goldfield Medical Center

3. Call to the Public. (BOD #2019-11-N/A)
None.

- 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

Motion by Director Strand to approve consent agenda items **A** through **E**.
Seconded by Director Cross.
Vote 5 ayes, 0 nays, **MOTION PASSED**.

There was some discussion pertaining to Consent Agenda Item F.

Motion by Director Cross to approve consent agenda item **F**.
Seconded by Director Moeller.
Vote 5 ayes, 0 nays, **MOTION PASSED**.

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

Director Strand proposed a change of time for future Board Meetings to 4:00 p.m. or 7:00 p.m. After some discussion between the Board Members, most agreed that 5:30 p.m. worked best for the majority.

Motion by Director Strand to leave the time of future Board Meetings at 5:30 p.m.
Seconded by Director Moeller.



Superstition Fire & Medical District

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Vote 4 ayes, 1 nay, MOTION PASSED.

Ayes: Chairman House
Director Cross
Director Moeller
Clerk Chamberlain

Nay: Director Strand

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)

Director Cross stated this came up in the recent Ad-Hoc committee meeting. Legal counsel William Whittington shared that the law states there is no statutory obligation for Fire Districts to go to bid for professional services (unless they adopt a procurement code under state law). Fire Districts are bound by their common law fiduciary standard and take into account the various factors that SFMD deems relevant. Best practice means that Districts have generally adopted a policy for the bidding process they want to use. Most Districts do not go out to bid for professional services.

Director Cross said the Ad-Hoc committee had another question in regard to our procurement policy and if the Board chose to go out for a bid or request an RFP. Legal counsel William Whittington said Staff would want to “paper their file” – call around and develop a sense of what is being charged in the industry to make sure we’re not over-paying for services, and document that in the file to show they met their fiduciary responsibility.

Clerk Chamberlain stated we need to find the best service for the best price. Chairman House would like Chief to direct staff (Human Resources) to look in to getting quotes for services.

Finance Director Roger Wood said we need to realign our current procurement policy to incorporate language to provide an exception for professional services.

No Motion

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



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MOTION by Director Strand 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.
Seconded by Director Cross.

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

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)

- **1008 – Tuition Reimbursement**
- **1041 – Military Leave**

There was some discussion with Fire Chief Farber and Board members regarding tuition reimbursement and members who are in the DROP as it applies to promotional opportunities. It was recommended by Director Cross to make sure the current MOU aligns with the Tuition Reimbursement policy,

No Motion

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

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Battalion Safety Officer Testing Process 10/10/19
 - Geof Shively was successful in the process
- Veteran's Day Parade 11/11/19
- Doctor Smith – Daughter's funeral 11/19/19
- RBO Labor/Management Summit
- President Elect for Horizon Health and Wellness Board of Directors
- Co-Chair for the TRWC (communication network for the Valley)

Assistant Chief of Operations Richard Mooney

Incidents

- Structure Fire, October 17th at 1058 S. Lawther
- Assist MCSO with lost hikers, October 17th in Bulldog Canyon
- Garage Fire, October 31st at 2934 N. Geronimo
- Garage Fire, November 17th at 1135 E. Scenic

Training

- TRT Confined Space Drill
- Quarterly Fire Training, Extrication/Air Bag ops.

Assistant Chief of Planning & Logistics Richard Ochs

Planning & Logistics

- New Pumper design
- Business Inspection Training



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- Pre-Fire Plans

Community Outreach

- Nov. 23rd Super Scout Day Camp; crew training at LDS Church
- Dec. 7th City of AJ Holiday Event; Booth & EMS Standby, Lead parade with Santa
- Dec. 14th Holiday Outreach at FS265; Superstition Mtn. HOA adopts Headstart families

Growth & Development

- Banner Goldfield Hospital
- Masonic Lodge
- Dutch Brothers Coffee

Administrative Services Director Anna Butel

- Tactical Athlete
- Solicitation of Interest for the Engineer Promotional process in Spring 2020 – 14 firefighter have expressed interest in the process
- Solicitation of Interest for Paramedic School. 2 candidates, testing process 12/12/19

Finance Director Roger Wood

- FY 18/19 Financial Audit fieldwork is on-going this week.

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)

Chairman House stated that for transparency purposes, he would prefer to not go in to an Executive Session but have this discussion in public. He would like to go right to agenda item # 11 and the Board Members agreed.

NO MOTION

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)

Fire Chief Mike Farber gave an overview of what occurred. Our accounting software, CYMA, pushes out updates each year with new tax tables and updated forms. In January 2018, the 2018 tax code updates came out, yet the first page of the 2018 1st, 2nd and 3rd Quarter 941 Quarterly Federal Tax Return form did not have the year updated to 2018. The first page said 2017, yet the second page was updated with the correct year of 2018. (The forms were presented through a PowerPoint presentation.)

The IRS received our 2018 - 3rd Quarter tax return payment on November 7, 2018, which had 2017 listed on the first page. (It is important to stress that all employee's payroll taxes have been paid and there is no concern about tax withholding issues for employees.) With the 2017 vs. 2018 year error on page 1, the



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taxes were applied (by the IRS) to 2017 instead of 2018, giving a surplus in 2017. This resulted in a check refund from the IRS to SFMD, which was returned uncashed to the IRS. Then there was a second refund check sent to SFMD by the IRS, which was also sent back uncashed. After a series of communications between SFMD and the IRS, SFMD received a letter from the IRS stating our account was paid in full.

Then, an IRS representative came to SFMD on July 23, 2019 to meet with the Chairman of the Board of Directors. The representative provided different forms that needed to be completed, which were completed and returned to the IRS by SFMD. Yet this effort has not resulted in a complete resolution of the issue.

SFMD has contacted the IRS Tax Advocacy group for assistance in reaching a final resolution, and the matter was given a case number. The IRS representative said the matter should be closed by January 28, 2020.

The Board Members would like to have been notified of this matter sooner. Chairman House would like to get all correspondence to and from the IRS for review. Chairman House would like CYMA to pay the \$810 fee that was charged by the IRS for filing incorrect returns.

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)

Motion by Director Cross to go into Executive Session at 7:02 p.m. 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.

Seconded by Director Strand.

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

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

The public session resumed at 8:12 p.m.

Motion by Director Moeller to direct Fire Chief Mike Farber to tender the demand letter to the insurance company for consideration, administration and handling of the Brooks demand letter. **Seconded** by Director Strand.

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



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14. New Business / Future Agenda Items. (BOD #2019-11-12)

Director Strand would like to add an agenda item for December pertaining to the cost of SFMD's Finance Director's operation vs. the cost of the James Vincent Group over a fiscal year.

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

Director Strand thanked Captain Tanner Fox and his crew for their service for his domestic partner's recent emergency.

Director Cross announced he had a very good meeting with the Henry and Horne auditors and thanked Finance Director Roger Wood for all his thorough work and diligence on preparing for the annual audit.

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

Motion by Director Cross at 8:15 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. Discussion and possible approval of the Wells Fargo Bank Authorization Certificate and Government Customer Certification documents.

Submitted By:

Fire Chief Mike Farber

Finance Director Roger Wood

Background/Discussion:

Each December, Wells Fargo requires that governmental customers like the District update their signature authority documentation to ensure that all authorized board members and personnel are current and accurate within their records.

Therefore, Wells Fargo bank is asking for the following to be signed:

- Authorization Certificate
 - Documents everyone who has signature authority on the District's bank accounts.
- Government Customer Certification
 - Provides legal entity and legal name information for District and key principals and document signers

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

Provided at Board Meeting





Authorization Certificate

Depository Accounts and Treasury Management Services

The undersigned hereby certifies that he or she is the duly appointed authorized representative of Superstition Fire & Medical District (Account holder's complete legal entity/company name), a Political Subdivision (description of Account holder's business entity type) ("Customer"), with authority to act on behalf of Customer, and that the following are true and correct resolutions duly adopted by Customer, in accordance with its formation and governing documents, and that these resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect:

The undersigned further certifies that any one of the following named persons, whose signatures are set forth opposite their names (and titles, if applicable):

Name	Title (if applicable)	Signature or Facsimile Signature ¹	Business Phone Number	Business Email Address
#1 _____	_____	X _____	X _____	X _____
#2 _____	_____	X _____	X _____	X _____
#3 _____	_____	X _____	X _____	X _____
#4 _____	_____	X _____	X _____	X _____
#5 _____	_____	X _____	X _____	X _____
#6 _____	_____	X _____	X _____	X _____

is individually authorized to, and to designate one or more other Customer officers, agents or employees (each such aforementioned person, officer or designee thereof is referred to herein as an "Authorized Representative") to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with Wells Fargo Bank, National Association ("Bank"); (b) execute and deliver in Customer's name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, including those payable to cash or to persons who sign them, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of Customer, and otherwise negotiating, checks and other items payable to Customer; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions; and (e) invest Customer's funds on such terms and conditions as such Authorized Representative deems appropriate.

Customer is authorized to enter into any other arrangements, agreements and documents with respect to any of Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Authorized Representative signing such agreements and documents.

Customer shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, employee or agent of Customer provided that Bank believes, in good faith, that the same is done by a person authorized to so act.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from Customer of the revocation hereof. Any such revocation shall be effective only as to actions which are taken by Customer pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of Customer; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which Customer is organized and/

¹ **Facsimile Signature/Logo.** Customer authorizes the use of facsimile signatures/logos in connection with its agreements with and instructions to Bank if the facsimile/logo is provided on this form. Customer agrees its use of the facsimile/logo will be governed by Bank's Commercial Account Agreement.

or which governs Customer's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

ACKNOWLEDGED & AGREED TO:

By/Signature: _____

Printed Name: _____

(this individual must be a duly appointed representative of the TIN of record)

Title (if applicable): _____

Date: _____

Tax Identification Number of Customer: 86-0311208

(TIN of the Account holder as assigned by the IRS)

Public Funds Customers Only: Unless Customer otherwise specifically instructs Bank in writing, Bank will consider each of the Authorized Representatives listed above to be an "Official Custodian" as referenced in 12 C.F.R. 330.15 for the purposes of calculating Customer's deposit insurance coverage.



Government Customer Certification

The undersigned certifies that he or she is the authorized representative of the Customer named below with the authority to act on behalf of the Customer and certifies that the information provided below is complete, correct, and in accordance with the Customer's governing documents now in full force and effect.

Customer Information

Full Legal Name with no abbreviations (Must match the governing/organizational document(s) and TIN certification documentation)		
Registered Physical Business Address		
Tax Identification Number	TIN is shared with another entity? <input type="checkbox"/> Yes <input type="checkbox"/> No	State of Registration

Organizational Type (As indicated on the governing/organizational documentation - *Must Select One*)

<input type="checkbox"/> Government Entity	<input type="checkbox"/> Political Subdivision	<input type="checkbox"/> Government Agency
<input type="checkbox"/> Government Instrumentality (If selected, copy of Organizational documents required)	<input type="checkbox"/> Government Agency (For Public Colleges/Universities, copy of Organizational documents required)	

Key Principal(s) Information

The **Key Principals** and document **Signer** (below) must represent individuals who serve in the following capacity for the Customer:

Individuals with day-to-day or strategic control/management of the customer and responsibility for the supervision and quality of accounting and financial reporting of the customer. (Examples include but are not limited to: *Head of the Executive Branch, Director, City Manager/County Manager, or their equivalent(s), Controller/Treasurer, Finance Director, or their equivalent(s), etc.*).

Legal Name	Title/Position	Personal Address	Date of Birth

Acknowledged & Agreed To

By/Signer

Printed Name

Title

Date

Appendix D

D. Transfer of funds for the January 1, 2020 debt service interest payment

Submitted By

Fire Chief Mike Farber
Finance Director Roger Wood

Background/Discussion

Interest Payment

The District has a Debt Service Interest payment of \$69,430.51 due on January 1, 2020 to JPMorgan Chase:

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

The current Interest Fund cash balance as of November 30, 2019 is \$128,961.74.

Financial Impact

\$69,561.40 / Line item 600-60-70550-10

Enclosure(s)

JPMorgan Chase Commercial Loan Invoice 0000001614





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

Customer Number: 452038311001

Bill Date: 12/03/19

Due Date: 01/01/20

Billing Period -
 07/01/19 through 12/31/19

Please note that the current interest has
 been projected from 12/03/19 through
 12/31/19

Page 1 of 3



0001602 VLC 001 001 33819 - YNN
 SUPERSTITION FIRE AND MEDICAL DISTRICT
 565 N IDAHO RD
 APACHE JUNCTION AZ 85119-4014



3365267001001602000100000000

Commercial Loan Invoice

Invoice Number 0000001614

Summary

Principal Due This Period	\$0.00
Past Due Principal	\$0.00
Interest Due This Period	\$69,430.51
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0.00
Past Due Late Charges	\$0.00
Total Payment Due	\$69,430.51

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

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

Commercial Loan Invoice

(Please detach and return invoice below with payment)

Principal Due This Period	\$0.00
Past Due Principal	\$0.00
Interest Due This Period	\$69,430.51
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0.00
Past Due Late Charges	\$0.00
Total Payment Due	\$69,430.51

Customer Name SUPERSTITION FIRE AND MEDICAL DISTRICT
 Due Date 01/01/20
 Account # 452038311001
 Customer/Account # 452038311001
 Invoice # 0000001614

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

Amount Enclosed \$

5000090000000040000000452038311001694305169430517



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

⑈0000001614⑈ ⑆500009022⑆ 452038311001⑈



Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.sfmd.az.gov

December 18, 2019

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

Dear Ms. Beckwith,

Please accept this letter as Board Authorization to wire transfer funds in the amount of **\$69,430.51** from our Superstition Fire & Medical District Debt Retirement Interest Fund Account #6-11642-1410 for the debt service interest payment due 1/01/2020 and payable to JPMorgan Chase.

Superstition Fire & Medical District

By:

Director

By:

Director

Appendix E

E. BK² - Consulting Agreement and Scope of Work

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

This contract will allow BK Squared to make changes to Image Trend for data collection purposes. They are improving our NFIRS reporting, EMS reports, inspection module and exposure reporting. BK Squared will also help us with integration of CAD data with Mesa Fire & Medical's new dispatch platform, Versaterm.

Their work will improve our data collection and make Image Trend more user-friendly for the firefighter as end-users.

Financial Impact

Enclosure(s)

BK² - Consulting Agreement and Scope of Work





Consulting Agreement

Prepared for the Superstition Fire Medical District

Created by BK Squared Consulting, LLC

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between BK Squared LLC (Company) having its principal place of business at 16116 W Cheryl Ct, Waddell AZ 85355 (the “Consultant”), and the Superstition Fire and Medical District (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of fire department record management and reporting system; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to the oversight, management, historical reporting and workflow practices according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Agreement shall begin on 1/1/2020 and continue for 12 months.

- 1 Either Party may terminate this Agreement for any reason with a 30 days written notice to the other Party.
- 2 The client reserves the right to extend this contract for 3 additional 12 month terms with written notice

2. Consulting Services

The Consultant agrees it shall provide its expertise to the Client for all things pertaining to the clients Record Management System (RMS), ImageTrend. The consultant specifically specializes in the following areas:

1. NFIRS workflows (forms, visibility & validation)
2. ePCR workflows (forms, visibility & validation)
3. Location, Occupant & Inspections (forms, visibility & validation)
4. Report services (report development, scheduling)
5. CAD imports (maximizing CAD mappings, zone/district data)
6. Permission groups
7. NEMIS & NFIRS reporting

3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of \$85 per hour. The Consultant shall invoice the Client on the first Monday of every month for the prior months services. Invoices shall be due and payable within 30 days of the Client's receipt of the invoice.

4. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

5. Nonsolicitation of Employees

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

8. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

9. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Arizona and subject to the exclusive jurisdiction of the federal and state courts located in Maricopa County, Arizona.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

BK Squared Consulting, LLC.

Brenden

Espie

Statutory Agent

Superstition Fire Medical District

[First name]

[Last name]

[Title]



Scope of Work

BK Squared specializes in consulting services for fire department record management systems (RMS). BK Squared will provide direction and oversight for the Superstition Fire Medical Department's (SFMD) current RMS system, ImageTrend. Areas of focus are listed below but not limited to:

- ✓ NFIRS Fire Reporting
- ✓ NEMESIS ePCR EMS Reporting
- ✓ Locations, Occupants, Inspections
- ✓ Fire Investigations
- ✓ Training & Activities

BK Squared's hourly rate is \$85, once approved, all time will be put into an estimate for the districts approval. No work listed in this scope will be completed until the district approves the corresponding estimate.

Requested Item	Time Estimate in hours
Review & update the NFIRS Fire form	Time Estimate: <u>15 hrs</u>
Review & update SFMD's CAD mappings from the Mesa Fire Dept. Create a complete CAD workbook for SFMD's future reference	Time Estimate: <u>15 hrs</u>
Review and edit the ePCR form	Time Estimate: <u>30 hrs</u>
Review & update the Location Occupant & Inspection forms & workflows	Time Estimate: <u>15 hrs</u>
Bi-weekly project update meetings (2 hour long meetings a month, 3 BK Squared members attending)	Time Estimate: <u>36 hrs</u>
Develop an automated "Daily Morning Report" for Senior Staff	Time Estimate: <u>5 Hrs</u>
Develop a PowerPoint that reviews the offline inspection utility	Time Estimate: <u>5 Hrs</u>
Total time estimate:	121 Hours

Appendix F

F. Fire Station 263 – Additional Mediacom Connection – 3 Year Contract

Submitted By

Mike Farber, Fire Chief
Anna Butel, Administrative Services Director
Lauren Daniel, Information Systems Coordinator

Background / Discussion

Fire Station 263 has been experiencing issues with internet functionality. This is being caused by the increased number of devices at this facility that are required for two fire crews and two ambulance crews (14 personnel in total).

SFMD's outside IT contractor, PNI, has recommended adding a second Mediacom connection for Fire Station 263 to provide more internet bandwidth at this facility. This solution requires only the monthly charges for the additional connection with Mediacom – no additional hardware is needed.

Attached for the Board of Director's approval and signature is a 3-year contract with a locked monthly rate.

Financial Impact/Budget Line Item

Account Description	Account #
Internet	100-10-60310-08
Internet	150-10-60310-08

Description	Cost	100 Fund (2/3 Split)	150 Fund (1/3 Split)
One-Time Installation Charge	\$99.95	\$66.64	\$33.31
Monthly Rate	\$129.5	\$86.63	\$43.32
Remaining FY 2019/20 Cost (6 Months)	\$779.70	\$519.80	\$259.90
Annual Cost for FY 2020/21	\$1,559.40	\$1,039.60	\$519.80

Enclosure(s)

Mediacom 3-Year Contract



BUSINESS FACILITIES AGREEMENT FOR CATV, MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE

MCC Telephony of the West, LLC ("**Mediacom**"), Superstition Fire & Medical District (**Customer**"), **Billing Address:** 565 N Idaho Rd Apache Junction, AZ 85119. **Premises:** The real estate and improvements commonly known as Superstition Fire & Medical District - 1645 S Idaho Rd located at 1645 S Idaho Rd Apache Junction, AZ 85119 (the "**Premises**").

Mediacom operates a cable television system serving an area that includes the Premises (the "**System**"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "**Mediacom Services**." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "**Services**") solely for use by Owner, employees and invitees while on the Premises.

This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "**this Agreement**" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "**General Terms**"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Term of Service*:	3 Years			
Product Description	Quantity	Monthly Rate/service	Total Monthly Rate	Install/Setup Fee
Installation charge	1	\$0.00	\$0.00	\$99.95
60/5Mbps	1	\$129.95	\$129.95	\$0.00
		Totals:	\$129.95	\$99.95

Monthly Rate and listed charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or surcharges from time to time levied upon the services or other items furnished, which will be added to invoices and are due upon activation of the applicable service.

*THIS SERVICE TERM INCLUDES AN AUTOMATIC MONTHLY RATE INCREASE ON PRODUCT BUNDLE OR HSD SERVICE EFFECTIVE ON EACH ANNIVERSARY OF START DATE THROUGHOUT THE SERVICE TERM. THE MONTHLY RATE WILL INCREASE BY \$20 (TWENTY DOLLARS) EACH ANNIVERSARY OF START DATE.

START DATE; EVALUATION PERIOD: Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after the Effective Date, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The "**Start Date**" will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

30 DAY MONEY BACK GUARANTEE: Customers who are not 100% satisfied with any Mediacom Business service may disconnect during the first 30 days and receive a full refund of the monthly service fee and standard installation fee actually paid. Equipment must be returned within 7 days of termination. Non-standard installation charges, such as construction costs, are additional costs and are not part of the 30-day money back guarantee. Guarantee does not apply to Fiber, PRI or Bulk (Fiber / HSD) services.

SERVICE AND AGREEMENT TERMS: Unless earlier terminated pursuant to this Agreement, for billing purposes, begins on the Start Date and ends the number of months in Service Term following the Start Date. This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "**Renewal Term**", with all Renewal Terms and the Initial Term collectively being the "**Term**") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

By its signature below, each party acknowledges that it has read this Agreement (including the General Terms and incorporated terms located at http://www.mediacombusiness.com/files/MediacomBusiness_General_Terms_4.pdf) and agrees to its terms effective as of date signed by Customer ("**Effective Date**").

MCC Telephony of the West,
LLC
Mediacom

Superstition Fire & Medical
District
Customer

Signature

Signature

Printed Name

Printed Name

Date

Date

Notification email: ccbus@mediacomcc.com

Name(s) of Authorized Representatives for Customer: Greg Jochims gjochims@mediacomcc.com (319) 651-5859

**Commercial Facilities Agreement For CATV,
Mediacom Online Services and Mediacom Business Phone—General Terms****1. Access to Premises**

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom (“Mediacom Facilities”) and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

2. Purchase of Services; No Resale

Other than Customer’s authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party’s copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

3. Fees and Charges

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom’s income). All recurring Monthly Service Fees are billed in advance. Nonrecurring charges are due at time of service. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System’s full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom’s standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys’ fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

4. Relationships With End Users

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom’s applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion (“Subscriber Terms”). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

5. Equipment**5.1 Customer Premise Equipment Supplied by Mediacom**

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises (“CPE”) with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full (“Purchased Equipment”). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer’s possession or control (other than Purchased Equipment) to Mediacom.

5.2 Equipment Not Supplied by Mediacom

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

6. User Software

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation (“Software”) that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or

suppliers (“our Licensors”). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced (“Additional Terms”).

7. Certain Obligations of Customer.

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

8. Mediacom Business Phone

8.1 Tariffs

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

8.2 International Services

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly, and shall pay all invoices timely.

8.3 Customer Proprietary Network Information (“CPNI”)

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer’s CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission (“FCC”) has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom’s personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC’s rules shall not apply to the relationship between Mediacom and Customer.

9. Mediacom Online Service

9.1 Services

The Services may be used only by Customer’s authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer’s internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. “User” means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

9.2 IP Addresses

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer’s use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

9.3 Acceptable Use Policy

(a) Use of the Service by each User must comply with Mediacom’s Business Acceptable Use Policy (the “BAUP”). The BAUP is posted online at business.mediacomcable.com/baup and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person’s intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its

suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at business.mediacomcable.com/baup (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

9.4 Risks of Internet Usage

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

10. Termination

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

11. Effects of Termination

Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

12. Warranty Disclaimer

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

13. Outages, Etc.

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

14. No Consequential Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or

its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

15. Limit On Direct Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

16. Essential Element Of The Bargain

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

17. Indemnification

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End

User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

18. Liquidated Damages

The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

19. Arbitration

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") <http://www.adrforum.com/> or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration. (b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, 1 Mediacom Way, Mediacom Park, NY, 10918). (c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. (d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award. (e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. (f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees. (g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

20. Miscellaneous

20.1 Independent Contractors; No Agency; Service

Changes; Service is Non-Exclusive

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the

availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspace, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.

20.2 Force Majeure

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

20.3 Persons Bound; Assignability; No Third Party

Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third party beneficiary of this Agreement. Customer shall not be a third party beneficiary of any contract, agreement or arrangement between Mediacom and any End User

20.4 Severability

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

20.5 Governing Law; Waiver of Jury Trial; No Class

Actions

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

20.6 Entire Agreement

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

20.7 Amendments; Waivers; Counterparts

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

20.8 Specific Performance

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

20.9 Remedies Are Cumulative

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

20.10 Binding Agreement

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

20.11 No Disclosure of Terms, Etc.

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

20.12 Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

20.13 Certain Rules of Interpretation; Further

Assurances

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

20.14 Regulatory Change

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

Appendix G

G. ImageTrend Elite Annual Invoice

Submitted By

Mike Farber, Fire Chief
Lauren Daniel, Information Systems Coordinator

Background / Discussion

SFMD is invoiced annually by our records management system provider, ImageTrend. This extends our agreement with ImageTrend for another year of cloud-hosted software, technical support, and automatic software updates.

This software is used daily by fire and EMS crews to complete their EMS patient reports, NFIRS incident reports, daily checklists for vehicles and medication boxes. It is also utilized by staff to provide statistical data and analysis for items like the Annual Report and response time compliance.

Financial Impact/Budget Line Item

This is a planned expenditure each year, and will be split between the 100 and 150 funds.

Account Description	Account Number	Amount
Global Software Licensing	100-10-62105-08	\$20,217.13
Global Software Licensing	150-10-62105-08	\$10,108.57
TOTAL		\$30,325.70

Enclosure(s)

ImageTrend Invoice 119605





Invoice

Remit To:

ImageTrend, Inc.
 20855 Kensington Blvd.
 Lakeville, MN 55044

Phone: 952-469-1589

Email: invoices@imagetrend.com

Bill To:

Superstition Fire and Medical District (Apache Junction)
 Barb Duffel
 565 N. Idaho Road
 Apache Junction AZ 85119

Invoice Number 119605
Invoice Date 12/1/2019
Terms Net 30
PO Number
Order Number 13272
Customer Number 1455

Ship To:

Superstition Fire and Medical District (Apache Junction)
 Barb Duffel
 565 N. Idaho Road
 Apache Junction AZ 85119

Item Name	Description	Qty	Unit Price	Total
Elite Rescue Billing Integration Support	One Time Fee Prorated 2/1/20 - 11/30/20	1	\$3,751.70	\$3,751.70
Elite Rescue Investigations Module Support	Annual Fee	1	\$206.00	\$206.00
Elite Rescue Scheduler Support	Annual Fee	1	\$824.00	\$824.00
Elite Rescue Visual Informatics Support	Annual Fee	1	\$2,163.00	\$2,163.00
Elite Rescue Telestaff Integration	Annual Fee	1	\$2,575.00	\$2,575.00
Resource Bridge Hospital Hub SaaS	Annual Fee	1	\$1,545.00	\$1,545.00
Elite Rescue CAD Integration Support	Annual Fee	1	\$2,575.00	\$2,575.00
Elite Rescue MARS (Mapping) Transactional	Annual Fee	1	\$1,648.00	\$1,648.00
Elite Rescue Visual Informatics Support	Annual Fee	1	\$3,090.00	\$3,090.00
Elite Rescue Support	Annual Fee	1	\$3,708.00	\$3,708.00
Elite Rescue Inspections Support	Annual Fee	1	\$3,090.00	\$3,090.00
Elite Rescue Hosting	Annual Fee	1	\$5,150.00	\$5,150.00

Invoice Sub-Total \$30,325.70
Taxes \$0.00
Invoice Total \$30,325.70

Thank you for your business!

Please include customer number and invoice number on your payment.