

VERSION 1.0
May 20, 2020



BOARD OF DIRECTORS MEETING

MAY 20, 2020

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

May 20, 2020

Mission Statement

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

The Board will hold a meeting on Wednesday, May 20, 2020. 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 April 2020 financial reports and bank reconciliations. (BOD #2020-05-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-05-02)**
- 3. Call to the Public. (BOD #2020-05-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 #2020-05-03):**
 - A. Board Meeting Minutes from April 15, 2020
 - B. Mediacom Contract Renewal
 - C. Cancer Screening Invoice for Approval
- 5. Presentation by John Ashton, discussion and possible approval regarding joining the Arizona Fire District Workers' Compensation Pool . (BOD #2020-05-04)**
- 6. Presentation, discussion and possible direction of Fiscal Year 2020/2021 Budget development. (BOD #2020-05-05)**

7. Discussion and possible approval of documents related to the next Fire Chief Selection – Ad-Hoc Committee Request for Proposal (RFP): About SFMD, Fire Chief Job Description and Executive Recruiting RFP. (BOD #2020-05-06)
8. Discussion and possible approval of a new contract for on-call plumbing services between SFMD and Ginco Plumbing LLC. (BOD #2020-05-07)
9. Discussion and possible approval of Resolution 2020-05-20-01: Call for Election (BOD #2020-05-08)
10. Discussion and possible approval of Resolution 2020-05-20-02: Election Workers (BOD #2020-05-09)
11. Discussion and possible approval of Resolution 2020-05-20-03: Precincts and Polling Places (BOD #2020-05-10)
12. Discussion and possible approval of the Arizona Department of Emergency and Military Affairs (DEMA) Resolution #2020-05-20-04. (BOD #2020-05-11)
13. Discussion and possible adoption of Resolution 2020-05-20-05, authorizing the establishment of a line of credit (“LOC”) with Wells Fargo for Fiscal Year 2020 / 2021. (BOD #2020-05-12)
14. Discussion, presentation and possible approval of the following Policies brought for review at the April 15, 2020 Board Meeting for final approval at the May 20, 2020 Board Meeting. (BOD #2020-05-13)
 - 912 – Fire Station Safety
 - 1020 – Grievance Procedure
 - 1046 – Employee Discipline (Revised)
15. Policy Update – Vacation Accrual / Earned Leave. (BOD #2020-05-14)
16. Reports. (BOD #2020-05-15)
 - 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**
17. New Business / Future Agenda Items. (BOD #2020-05-16)
18. Announcements (BOD #2020-05-N/A)
19. Adjourn (BOD #2020-05-17)

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: May 18, 2020
At: 1100 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 – May 20, 2020

Agenda Item: 1

BOD#: 2020-05-01

Agenda Item Title

Review and approval of the April 2020 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 April 2020 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 **April 2020**:

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



April 2020

Governing Board Meeting – May 20, 2020

Agenda Item: 2

BOD#: 2020-05-02

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.

May Anniversaries

18 Years of Service

Firefighter **Paul Garcia**

Engineer **Robert VandeKrol**

Firefighter / Paramedic **Stephan Wagner**

4 Years of Service

Firefighter **Kevin Montgomery**



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Governing Board Meeting – May 20, 2020

Agenda Item: 3

BOD#: 2020-05-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 – May 20, 2020

Agenda Item: 4

BOD#: 2020-05-03

Agenda Item Title

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

- A. Board Meeting Minutes from April 15, 2020 – **Appendix A**
- B. Mediacom Agreements - **Appendix B**
- C. Cancer Screening Invoice for Approval – **Appendix C**

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 May 20, 2020.”



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Governing Board Meeting – May 20, 2020

Agenda Item: #5

BOD#: 2020-05-04

Agenda Item Title

Presentation by John Ashton, discussion and possible approval regarding joining the Arizona Fire District Workers' Compensation Pool.

Submitted By

Background/Discussion

Financial Impact(s)/Budget Line Item

Enclosure(s)

Recommended Motion

"Motion to"



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Governing Board Meeting – May 20, 2020

Agenda Item: #6

BOD#: 2020-05-05

Agenda Item Title

Presentation, discussion, and possible direction of Fiscal Year 2020/2021 Budget development.

Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

Background/Discussion

A high level presentation of the major new and on-going initiatives will be provided in support of the District's FY 2020/2021 suppression and ground transportation operations, capital replacement plans, and bond debt payment plans.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Presentation will be provided to the Board at the Board Meeting

Recommended Motion

"N/A"



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Governing Board Meeting – May 20, 2020

Agenda Item: #7

BOD#: 2020-05-06

Agenda Item Title

Fire Chief Selection Ad-Hoc Committee Request for Proposal (RFP)

Submitted By

Jeff Cross, Director

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

The Ad-Hoc committee is tasked with the update and creation of documents for an effective RFP. The RFP was authored for the selection of a recruitment company for the position of fire chief. The committee developed an informational document providing an overview of SFMD, reviewed and updated the fire chief job description, and created the RFP that includes expectations and scope of work.

The RFP contains vendor conflict of interest and disclosure, qualification requirements, the scope of work, cost breakdown, references, and criteria for evaluation and award. Following those items are legal items, cancellation of political subdivision and state contracts, payment terms, and adjustments for incomplete or unacceptable work. Pending the board of directors approval this item will go for legal review and approval.

Financial Impact(s)/Budget Line Item

None at this time.

Enclosure(s)

Recommended Motion

“Motion to approve the following documents about SFMD, Fire Chief Job Description, and Executive Recruiting RFP.”



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Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

REQUEST FOR PROPOSAL (RFP) FOR EXECUTIVE RECRUITING SERVICES FOR FIRE CHIEF

DUE DATES:

Request for Proposal:	TBD
Proposal Due:	TBD
Notification of Accepted/Not Accepted Proposals:	TBD
Anticipated Contract Start Date:	TBD

Proposals must be submitted in a portable document file (PDF) to:

- Kathleen Chamberlain, Board Clerk, at Kathleen.Chamberlain@sfmd.az.gov and
- Anna Butel, Administrative Services Director, at Anna.Butel@sfmd.az.gov

This RFP is a single-step procurement process. Take the time to read and understand the RFP. In particular:

- *If anything is unclear or you have a question, ask us to explain via email.*
- *In submitting your RFP, this form must be utilized.*
- *Ensure you have provided all the information requested.*

REQUEST FOR PROPOSAL (RFP)

EXECUTIVE SEARCH FIRM

The Superstition Fire & Medical District Board of Directors invites qualified executive search firms and consultants to submit a written proposal to conduct an executive recruitment campaign for the position of Fire Chief.

Proposals are being solicited for these services per the terms, conditions, and instructions as outlined in ~~this~~the request for proposal. There is no expressed or implied obligation of the Superstition Fire & Medical District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or for attending any meetings or conferences. The final award will be based on a best value concept: The Board of Directors shall consider the entire proposal for, but not limited to, proposal completeness, ability to meet requested service needs, experience in conducting executive search and recruitment, expertise and availability of key personnel, cost to the Superstition Fire & Medical District, and evaluation of vendor's other clients.

To be considered for the award, the proposal must be received by SFMD on or before the due date as indicated on the cover sheet. The District reserves the rights to reject any or all proposals, to waive any informality in a proposal, and to withhold or delay the award for any reason the District determines. The District may exercise these rights without notice.

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Name of Company or Individual (Print)	
Name/Title of Contact (Print)	
Address (Print)	
Address (Print)	
Telephone Number	
Fax Number	
Email Address (Print)	
Signature	
Date	

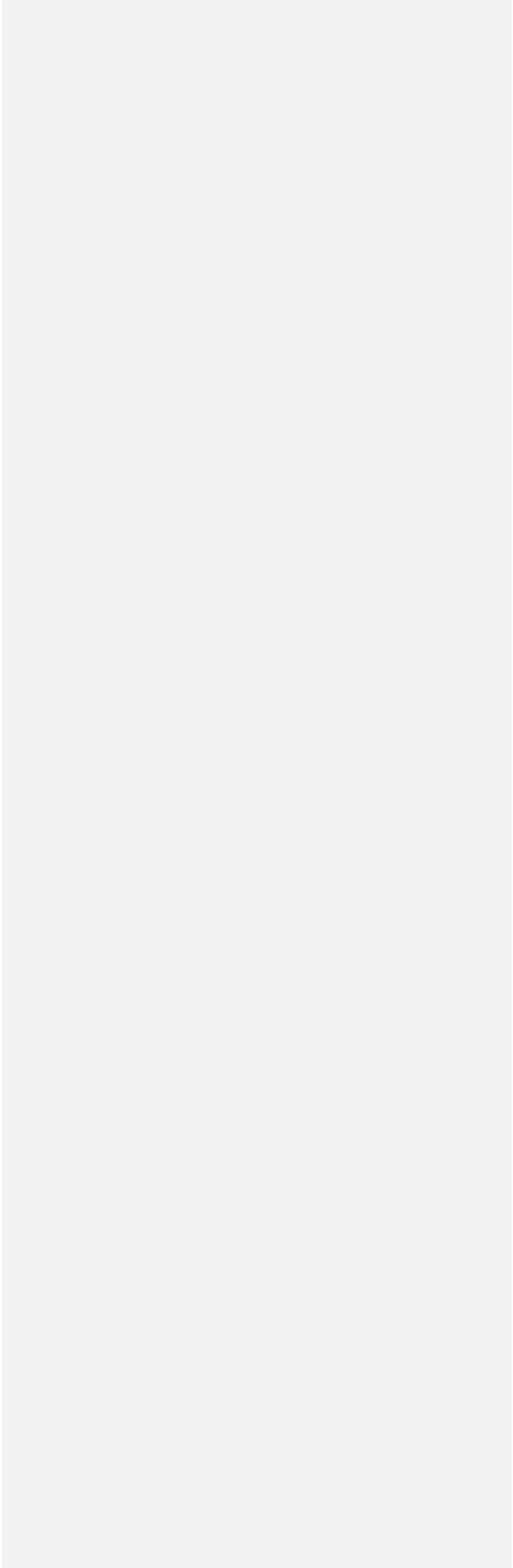


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To be completed after the document has been finalized.

INSTRUCTIONS

To be authored and tested after the form has been finalized.

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the Superstition Fire & Medical District (“SFMD” or the “District”, as the context requires) must complete and return the Vendor Conflict of Interest Disclosure Form to be eligible to be awarded a contract. Please note that all vendors are subject to comply with SFMD’s conflict interest policies, as stated within the certification section below.

If a vendor has a relationship with an SFMD official or employee or an immediate family member of an SFMD official or employee, the Vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- 1. No SFMD official or employee or employee’s immediate family member has an ownership interest in the vendor’s company or is deriving personal financial gain from this contract.
- 2. No retired or separated SFMD official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
- 3. No SFMD official or employee is contemporaneously employed or prospectively to be employed with the vendor.
- 4. The vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SFMD official or employee to obtain or maintain a contract.
- 5. Please note any exceptions below:

Conflict of Interest Disclosure

Name of SFMD official, employees or immediate family members with whom there may be a potential conflict of interest.

- () Relationship to employee _____
- () Interest in vendor’s company _____
- () Other _____

I certify that the information provided is true and correct by my signature below:

QUALIFICATIONS (2 Page Limit for Question 1 Reference Form Page 9)

1. Describe the background, experience, and capabilities of your firm as it relates to the Scope of Work.
2. SFMD requires references for the last five executive placements, including any public safety positions, in which your firm was involved.
3. SFMD will accept supporting documentation in addition to this RFP.

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SCOPE OF WORK

Item	Cost	Notes
Develop the ideal candidate profile, including knowledge, skills, and abilities required for the position of Fire Chief to be used in a screening rubric for candidates.		
Develop a recruitment strategy, including recommending appropriate advertisement options to the Board of Directors.		
Market the position, including national posting(s), and conduct personal outreach to identified individuals possessing relevant experience.		
Review resumes of applicants, examine candidate qualifications, and confirm information with pre-interview techniques.		
Conduct in-depth reference and background checks to verify the candidates' <u>applicants'</u> employment qualifications and education. Prioritize candidates <u>applicants</u> for the SFMD Board, including a written summary of highly qualified candidates for the position. <u>Maintain confidentiality of applicant pool.</u>		
Review interview-search results with the SFMD Board of Directors and consider additional candidates <u>applicants</u> if applicable <u>requested by the Board or Hiring Committee.</u>		
Prepare and present to SFMD Board of Directors or Hiring Committee a written summary of at least <u>the top</u> six candidates <u>applicants</u> with the most promising qualifications and experience.		
Assist SFMD in evaluating these candidates and further identify the top 3 candidates <u>applicants</u> for serious consideration and final interviews.		
Notify applicants who were not selected.		
Assist with compensation negotiations as necessary.		

Provide a list of disqualified candidates <u>applicants</u> with the disqualification reason without providing a name.		
Any other appropriate task oriented considerations.		

Pricing: All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workers' compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

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Assessment Center Exercises (what exercises do you commonly include)			
Exercise	Included	Not Included	Cost
Management Role Play			
Presentation to Stakeholders			
In-Basket Exercise			
Budget Analysis			
Written Exercise			
Leaderless Group Discussion			
Governing Board Interview			
Other:			
Other:			
Total Assessment Center Cost			

Notes About Assessment Center:

TRAVEL COSTS

Reimbursable ~~T~~travel costs are estimated to be \$ _____

Explanation of Travel Costs

TOTAL BID PRICE:

Vendor hereby offers to perform the services identified herein for a total price of \$ _____.

~~SFMD will have complete authority over the interview process and the development of the interview questions. All candidate applications will be made available to SFMD before the finalization of a candidate list.~~

Five Executive Placement References

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

The ~~Advisor(s)~~Firm will:

1. ~~Provide a Lead Consultant to Perform the functions as assigned by the Lead Advisor. The Lead Advisor serves~~ as SFMD’s primary point of contact and ~~will~~ oversee the recruitment process.
2. ~~The Lead Consultant shall B~~e reasonably available to perform the services during the normal workweek.
3. ~~The Lead Consultant shall M~~meet as often as necessary for consulting about the scope of work performed with the appropriate SFMD project manager and with the lead advisor.

The Criteria for Evaluation and Award

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<u>Items</u> <u>Evaluation Factors</u>
<u>Qualifications & Experience - Development of Candidate Profile (5 points)</u>
<u>Qualifications & Experience - Marketing the Position (5 points)</u>
<u>Qualifications & Experience - Candidate Screening/Prioritizing & Preparation of Candidate Summary (5 points)</u>
Assessment Center <u>Services Provided (5 points)</u>
<u>Preparation of Candidate Summary</u> <u>References (5 points)</u>
<u>Wrap Up</u> <u>Price Evaluation (25 points)</u>
<u>Total Points: 50</u>
<u>Travel Expense</u>
<u>Total Cost</u>
<u>Other</u>

Administrative

SFMD will determine whether the offer complies with the instructions for submitting offers, including completeness of offer, which encompasses the inclusion of all required attachments and submissions.

Business Responsibility

The SFMD will determine whether the Offeror is one with whom it can or should do business. Factors that SFMD may evaluate to determine “business responsibility” include, but are not limited to: excessively high or low priced offers, past performance, references (including those found outside the offer), financial stability, and the perceived ability to perform the scope of work as specified.

Overall Proposal

The SFMD will determine how well offers meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The SFMD will rank offers, without consideration of price, ~~from best to least qualified~~ using ~~a the~~ point ranking system identified herein (unless otherwise specified) for evaluation purposes. References may be considered again in this portion of the evaluation. Offerors who do not meet the administrative and responsibility requirements and/or do not rank sufficiently high in the evaluation may not be considered for price evaluation and award.

SFMD requires references for the last five executive placements, including any public safety positions.

Pricing Proposal

After evaluating the Overall Proposal, The SFMD will evaluate the pricing proposals for offers that met the requirements of the RFP. This evaluation includes total ~~and approximate~~ fees and the completeness of the project.

Award

The award will be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the District based upon the RFP evaluation factors. Proposals shall be evaluated based solely on the evaluation criteria contained in this RFP.

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GENERAL TERMS AND CONDITIONS

Cancellation of political subdivision and state contracts; definition (ARS 38-511)

Any agreement entered into pursuant to this RFP may be cancelled by the District by reason of a conflict of interest pursuant to the provisions of ARS 38-511.

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

B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.

C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.

D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.

~~G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.~~

Payment Terms

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled. Invoices are to itemize charges for labor, equipment, and supplies. SFMD will not be responsible for payment of any charges not itemized to the SFMD's satisfaction.

Prepayment is NOT allowed. Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to SFMD's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to SFMD's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The SFMD reserves the right to withhold payment for incomplete or unacceptable work. The SFMD shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of SFMD. The SFMD will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

Exceptions to the RFP

An Offeror who takes exception to any portion of the Solicitation must do so by designating a section in the proposal titled "Exceptions". Any exceptions to the Solicitation not listed in this section or otherwise not submitted in the proper form shall not be considered a part of the Offeror's proposal and shall not be enforceable in any resulting Contract. Taking exception to the Terms and Conditions of the Solicitation may result in a proposal receiving a lower evaluation score. Low evaluation scores may result in the proposal being determined not susceptible for award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the District.

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Confidential Information

All proposals submitted and opened in response to this RFP are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the District. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the District will be open to public inspection.

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Suspension or Debarment Status

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If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the proposal or cancellation of a Contract. The District also may exercise any other remedy available by law.

Insurance

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The Offeror should provide a Certificate of Insurance or a letter from the Offeror’s Insurance Provider demonstrating the Offeror is able to provide insurance in accordance with the requirements set forth herein.

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Offer and Acceptance Period

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In order to allow for an adequate evaluation, the District requires an Offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening due date.

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Interview Process

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SFMD will have complete authority over the interview process and the development of the interview questions. All candidate applications will be made available to SFMD before the finalization of a candidate list.

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Protests

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A. Any interested party may protest a solicitation, a determination of not susceptible for award, or the award of a contract.

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B. The interested party shall file the protest in writing with [redacted] (the “Protest Officer”), and shall include the following information:

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- 1. The name, address and telephone number of the interested party;
- 2. The signature of the interested party or the interested party’s representative;
- 3. Identification of the purchasing agency and the solicitation or contract number;
- 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 5. The form of relief requested.

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C. If the protest is based upon alleged improprieties in a solicitation that are apparent before the offer due date and time, the interested party shall file the protest before the offer due date and time.

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D. In cases other than those covered in subsection (C), the interested party shall file the protest within 10 days after the District makes the procurement file available for public inspection.

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E. The interested party may submit a written request to the Protest Officer, for an extension of the time limit for protest filing set forth in subsection (D). The written request shall be submitted before the expiration of the time limit set forth in subsection (D) and shall set forth good cause as to the specific action or inaction of the purchasing agency that resulted in the interested party being unable to submit the protest within the 10 days. The Protest Officer shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted set forth a new date for submission of the filing.

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F. If the interested party shows good cause, the Protest Officer may consider a protest that is not timely filed.

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G. The Protest Officer shall immediately give notice of a protest to all offerors.

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Standard Form of Contract. Any ~~contract~~ award pursuant to this RFP will be conditioned upon the approval of the final form of contract. Any contract entered into with an Offeror shall utilize the form of contract attached hereto as Exhibit , or if none, as provided by the District at the time of award.

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Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

REQUEST FOR PROPOSAL (RFP) FOR EXECUTIVE RECRUITING SERVICES FOR FIRE CHIEF

DUE DATES:

Request for Proposal:	TBD
Proposal Due:	TBD
Notification of Accepted/Not Accepted Proposals:	TBD
Anticipated Contract Start Date:	TBD

Proposals must be submitted in a portable document file (PDF) to:

- Kathleen Chamberlain, Board Clerk, at Kathleen.Chamberlain@sfmd.az.gov and
- Anna Butel, Administrative Services Director, at Anna.Butel@sfmd.az.gov

This RFP is a single-step procurement process. Take the time to read and understand the RFP. In particular:

- *If anything is unclear or you have a question, ask us to explain via email.*
- *In submitting your RFP, this form must be utilized.*
- *Ensure you have provided all the information requested.*

REQUEST FOR PROPOSAL (RFP)

EXECUTIVE SEARCH FIRM

The Superstition Fire & Medical District Board of Directors invites qualified executive search firms and consultants to submit a written proposal to conduct an executive recruitment campaign for the position of Fire Chief.

Proposals are being solicited for these services per the terms, conditions, and instructions as outlined in this request for proposal. There is no expressed or implied obligation of the Superstition Fire & Medical District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or for attending any meetings or conferences. The final award will be based on a best value concept: The Board of Directors shall consider the entire proposal for, but not limited to, proposal completeness, ability to meet requested service needs, experience in conducting executive search and recruitment, expertise and availability of key personnel, cost to the Superstition Fire & Medical District, and evaluation of vendor's other clients.

To be considered for the award, the proposal must be received by SFMD on or before the due date as indicated on the cover sheet. The District reserves the rights to reject any or all proposals, to waive any informality in a proposal, and to withhold or delay the award for any reason the District determines. The District may exercise these rights without notice.

Name of Company or Individual (Print)	
Name/Title of Contact (Print)	
Address (Print)	
Address (Print)	
Telephone Number	
Fax Number	
Email Address (Print)	
Signature	
Date	

TABLE OF CONTENTS

To be completed after the document has been finalized.

INSTRUCTIONS

To be authored and tested after the form has been finalized.

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the Superstition Fire & Medical District (“SFMD” or the “District”, as the context requires) must complete and return the Vendor Conflict of Interest Disclosure Form to be eligible to be awarded a contract. Please note that all vendors are subject to comply with SFMD’s conflict interest policies, as stated within the certification section below.

If a vendor has a relationship with an SFMD official or employee or an immediate family member of an SFMD official or employee, the Vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No SFMD official or employee or employee’s immediate family member has an ownership interest in the vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated SFMD official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No SFMD official or employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SFMD official or employee to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure

Name of SFMD official, employees or immediate family members with whom there may be a potential conflict of interest.

- () Relationship to employee _____
() Interest in vendor’s company _____
() Other _____

I certify that the information provided is true and correct by my signature below:

QUALIFICATIONS (2 Page Limit for Question 1 Reference Form Page 9)

1. Describe the background, experience, and capabilities of your firm as it relates to the Scope of Work.
2. SFMD requires references for the last five executive placements, including any public safety positions, in which your firm was involved.
3. SFMD will accept supporting documentation in addition to this RFP.

SCOPE OF WORK

Item	Cost	Notes
Develop the ideal candidate profile, including knowledge, skills, and abilities required for the position of Fire Chief to be used in a screening rubric for candidates.		
Develop a recruitment strategy, including recommending appropriate advertisement options to the Board of Directors.		
Market the position, including national posting(s), and conduct personal outreach to identified individuals possessing relevant experience.		
Review resumes of applicants, examine candidate qualifications, and confirm information with pre-interview techniques.		
Conduct in-depth reference and background checks to verify the applicants' employment qualifications and education. Prioritize applicants for the SFMD Board, including a written summary of highly qualified candidates for the position. Maintain confidentiality of applicant pool.		
Review search results with the SFMD Board of Directors and consider additional applicants if requested by the Board or Hiring Committee.		
Prepare and present to SFMD Board of Directors or Hiring Committee a written summary of the top six applicants with the most promising qualifications and experience.		
Assist SFMD in evaluating these candidates and further identify the top 3 applicants for serious consideration and final interviews.		
Notify applicants who were not selected.		
Assist with compensation negotiations as necessary.		
Provide a list of disqualified applicants with the disqualification reason without providing a name.		

Any other appropriate task oriented considerations.		
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Pricing: All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workers' compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

Assessment Center Exercises (what exercises do you commonly include)			
Exercise	Included	Not Included	Cost
Management Role Play			
Presentation to Stakeholders			
In-Basket Exercise			
Budget Analysis			
Written Exercise			
Leaderless Group Discussion			
Governing Board Interview			
Other:			
Other:			
Total Assessment Center Cost			

Notes About Assessment Center:

TRAVEL COSTS

Reimbursable travel costs are estimated to be \$ _____

Explanation of Travel Costs

TOTAL BID PRICE:

Vendor hereby offers to perform the services identified herein for a total price of \$_____.

Five Executive Placement References

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	

Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

Name of Hiring Company	
Hiring Company Contact	
Contact Phone Number	
Contact Email	
Position Placed	
Placement Date	
Notes:	

The Firm will:

1. Provide a Lead Consultant to serve as SFMD’s primary point of contact and oversee the recruitment process.
2. The Lead Consultant shall be reasonably available to perform the services during the normal workweek.
3. The Lead Consultant shall meet as often as necessary for consulting about the scope of work performed with the appropriate SFMD project manager and with the lead advisor.

The Criteria for Evaluation and Award

Evaluation Factors
Qualifications & Experience - Development of Candidate Profile (5 points)
Qualifications & Experience - Marketing the Position (5 points)
Qualifications & Experience - Candidate Screening/Prioritizing & Preparation of Candidate Summary (5 points)
Assessment Center Services Provided (5 points)
References (5 points)
Price Evaluation (25 points)
Total Points: 50

Administrative

SFMD will determine whether the offer complies with the instructions for submitting offers, including completeness of offer, which encompasses the inclusion of all required attachments and submissions.

Business Responsibility

The SFMD will determine whether the Offeror is one with whom it can or should do business. Factors that SFMD may evaluate to determine “business responsibility” include, but are not limited to: excessively high or low priced offers, past performance, references (including those found outside the offer), financial stability, and the perceived ability to perform the scope of work as specified.

Overall Proposal

The SFMD will determine how well offers meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The SFMD will rank offers, without consideration of price, using the point ranking system identified herein (unless otherwise specified) for evaluation purposes. References may be considered again in this portion of the evaluation. Offerors who do not meet the administrative and responsibility requirements and/or do not rank sufficiently high in the evaluation may not be considered for price evaluation and award.

SFMD requires references for the last five executive placements, including any public safety positions.

Pricing Proposal

After evaluating the Overall Proposal, the SFMD will evaluate the pricing proposals for offers that met the requirements of the RFP. This evaluation includes total fees and the completeness of the project.

Award

The award will be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the District based upon the RFP evaluation factors. Proposals shall be evaluated based solely on the evaluation criteria contained in this RFP.

GENERAL TERMS AND CONDITIONS

Cancellation of political subdivision and state contracts; definition (ARS 38-511)

Any agreement entered into pursuant to this RFP may be cancelled by the District by reason of a conflict of interest pursuant to the provisions of ARS 38-511.

Payment Terms

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled. Invoices are to itemize charges for labor, equipment, and supplies. SFMD will not be responsible for payment of any charges not itemized to the SFMD's satisfaction.

Prepayment is NOT allowed. Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to SFMD's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to SFMD's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The SFMD reserves the right to withhold payment for incomplete or unacceptable work. The SFMD shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of SFMD. The SFMD will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

Exceptions to the RFP

An Offeror who takes exception to any portion of the Solicitation must do so by designating a section in the proposal titled "Exceptions". Any exceptions to the Solicitation not listed in this section or otherwise not submitted in the proper form shall not be considered a part of the Offeror's proposal and shall not be enforceable in any resulting Contract. Taking exception to the Terms and Conditions of the Solicitation may result in a proposal receiving a lower evaluation score. Low evaluation scores may result in the proposal being determined not susceptible for award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the District.

Confidential Information

All proposals submitted and opened in response to this RFP are public records and must be retained by the District. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the District. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the District will be open to public inspection.

Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the proposal or cancellation of a Contract. The District also may exercise any other remedy available by law.

Insurance

The Offeror should provide a Certificate of Insurance or a letter from the Offeror's Insurance Provider demonstrating the Offeror is able to provide insurance in accordance with the requirements set forth herein.

Offer and Acceptance Period

In order to allow for an adequate evaluation, the District requires an Offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening due date.

Interview Process

SFMD will have complete authority over the interview process and the development of the interview questions. All candidate applications will be made available to SFMD before the finalization of a candidate list.

Protests

A. Any interested party may protest a solicitation, a determination of not susceptible for award, or the award of a contract.

- B. The interested party shall file the protest in writing with [REDACTED] (the “Protest Officer”), and shall include the following information:
1. The name, address and telephone number of the interested party;
 2. The signature of the interested party or the interested party’s representative;
 3. Identification of the purchasing agency and the solicitation or contract number;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 5. The form of relief requested.
- C. If the protest is based upon alleged improprieties in a solicitation that are apparent before the offer due date and time, the interested party shall file the protest before the offer due date and time.
- D. In cases other than those covered in subsection (C), the interested party shall file the protest within 10 days after the District makes the procurement file available for public inspection.
- E. The interested party may submit a written request to the Protest Officer for an extension of the time limit for protest filing set forth in subsection (D). The written request shall be submitted before the expiration of the time limit set forth in subsection (D) and shall set forth good cause as to the specific action or inaction of the purchasing agency that resulted in the interested party being unable to submit the protest within the 10 days. The Protest Officer shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted set forth a new date for submission of the filing.
- F. If the interested party shows good cause, the Protest Officer may consider a protest that is not timely filed.
- G. The Protest Officer shall immediately give notice of a protest to all offerors.

Standard Form of Contract. Any award pursuant to this RFP will be conditioned upon the approval of the final form of contract. Any contract entered into with an Offeror shall utilize the form of contract attached hereto as Exhibit [REDACTED], or if none, as provided by the District at the time of award.



Fire Chief Job Description

Job Title:	Fire Chief	Reports to:	Governing Board
Type:	Appointment	FLSA Class:	Exempt
Salary Range:	Contract Position \$137,403.43 - \$184,133.73	Status :	Full Time

Position Summary:

The Fire Chief provides administrative direction for all Fire District functions, operations, and personnel through the supervision of subordinate staff and review of their activities.

Responsibilities include: reviewing the general operation of the department to determine efficiency, providing direction on major projects or problem areas, developing and implementing policies and procedures, administration of the merit system; administration of the labor relations program; and providing policy guidance. Also, the Fire Chief is responsible, through study and consultation with elected officials, for developing recommendations for the protection of life and property in the District.

The Fire Chief will exercise strategic and visionary thinking that will have long-term organization-wide application and impact, including the development and implementation of critical programs, and supervision of multiple assigned functions, divisions, and significant resources.

The Board of Directors appoints the Fire Chief. The Fire Chief receives general supervision from the Board of Directors, who reviews work based on overall results achieved. The Fire Chief may consult with the Board of Directors on problems relating to policy planning, but works independently in supervising the global operations and is responsible for the proper administration of all affairs of the Fire District.

Essential Functions:

- Establish and maintain productive working relationships with staff, board members, community organizations, other agencies, and the general public.
- Represent SFMD with effective verbal and written presentations.
- Inform public groups on the plans, programs, and goals of the Fire District.
- Advise District management and the Board of Directors of Fire District progress.
- Respond courteously and tactfully to a demanding and diverse public in answering questions, explaining district policies, and handling complaints.
- Plan, organize, and direct a progressive public Fire District with several functional areas.
- Organize and direct the activities of staff engaged in providing emergency services.

- Plan, direct, and control district activities such as recruitment of personnel; purchase of equipment; assignment of personnel and equipment; and the budgeting and control of expenditures.
- Coordinate Fire District activities in accordance with federal, state, and local emergency services organizations, and city departments.
- Plan, organize, coordinate, prepare, administer, and monitor the Fire District budget.
- Responsible for all personnel matters, which include employment and termination of all district personnel.
- Analyze and resolve operational, procedural, and personnel problems.
- Resolve complex problems involving diverse functional areas.
- Analyze information, statistics, and reports on district activities.
- Develop plans designed to maintain district efficiency and responsiveness.
- Analyze fire service needs, as well as the availability of resources, existing programs, and other related factors in developing district programs to meet those needs.
- Provide direction on major projects or problem areas.
- Develop and implement policies and procedures applicable to administrative functions and provides policy guidance.
- Maintain a cooperative and collective relationship with SFMD membership in the labor/management process with the leadership and membership of Local 2260 of the International Association of Firefighters.
- Work more than 40-hours in a workweek without additional compensation to perform assigned job duties, including weekends, evenings, early morning hours, and holidays as required.

Knowledge, Skills, and Abilities:

- Knowledge of the theories, principles, and practices of effective public administration, with particular reference to Fire District policies, personnel, and budget administration.
- Knowledge of modern management techniques, supervisory practices, and evaluation methods.
- Knowledge of the modern principles and practices of human resources.
- Knowledge of governmental organization management.
- Knowledge of the principles and practices of effective administration with particular attention to short- and long-term strategic planning.
- Knowledge of the activities, objectives, and ideals of fire services and operations.
- Knowledge of the facilities, equipment, and personnel needed to provide fire and medical services and operations.
- Knowledge of the methods, equipment, and materials used in providing fire and medical services.
- Knowledge of federal, state, and local laws, rules, and regulations as they pertain to Fire District activities.
- Ability to demonstrate a basic understanding of the principles and methods of governmental funding, budget presentation, and monitoring.
- Ability to plan, organize, and direct a progressive public agency with several functional areas.

- Ability to organize and direct the activities of staff engaged in providing optimum fire services.
- Ability to plan, prepare, and administer an annual district budget.
- Ability to effectively analyze and resolve operational, procedural, and personnel problems.
- Ability to develop formal agreements and contracts with other agencies and communities.
- Ability to make effective verbal and written presentations.
- Ability to establish and maintain effective working relationships with district staff, elected officials, community organizations, other agencies, and the general public.

Required Training and Experience:

- Minimum bachelor's degree from an accredited university with a major in Fire Science, Business Administration, Public Administration, or related field.
- Minimum rank of Battalion Chief with extensive experience (5 years plus) and progressive responsibility, including administrative, supervisory, and budgetary experience in fire prevention and suppression work, preferably with a municipal, county, or state fire department or district.

Manager/Supervisor Expected Behavior:

The Fire Chief is expected to embrace, support, and promote the Fire District's core values, beliefs, and culture, which include, but are not limited to, the following:

- High ethical standards
- Train, develop, nurture, and mentor all employees suppression, ground transport, and administrative staff
- Encourage teamwork and participation by all employees
- Lead by example
- Institutionalize and promote safety principles and safety awareness as a culture for SFMD members and external customers
- Provide outstanding customer service to internal and external customers
- Willingness to seek out all possible alternative revenue sources, including grants, bonds, etc.

This job specification should not be construed to imply that these requirements are exclusive standards for the assignment. The Fire Chief will comply with any other instructions, direction, and perform any other related duties as may be required by the governing board. Performance of other essential functions may depend upon work location, assignment, or shift.

SFMD is committed to creating a diverse environment and is an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status.

The District



The Superstition Fire & Medical District is located on the eastern side of the Phoenix Metro area in the state of Arizona. The District encompasses 62 square miles and serves the City of Apache Junction, the unincorporated areas of Gold Canyon, Superstition Foothills, Goldfield Foothills, and Entrada del Oro in Pinal County. The area within the fire district's incorporated boundaries is primarily a bedroom community, with light industrial. A popular winter visitor haven, the population fluctuates from 65,000 full-time residents to over 95,000 residents during the winter months.

An elected five-member board of directors provides fiscal oversight of the District's budget with administrative support functions through the Fire Chiefs office. Administrative direction for the Emergency Services Division and ancillary programs are divided between two Assistant Chiefs and one Deputy Chief. The District provides Advanced Life Support (ALS) and fire-related life safety functions utilizing a three-platoon system. Each platoon has an assigned Battalion Chief that directs daily shift operations, with station Captains providing supervision of direct service-related operations.

As a member of the Valley-Wide Automatic Aid Consortium, regional operational standards related to critical tasking are contained within the adopted Phoenix Regional Standard Operating Procedures Volume 2 (SOP Vol. II). Critical tasking focuses on providing an effective offensive attack capability during active fire scene operations. Effective scene management for emergency medical operations utilizes accepted standards from the American Medical Association. Dispatch activities are contracted with the Mesa Regional Dispatch Center (MRDC) through the City of Mesa utilizing computer-aided dispatch (CAD) technology.

History

In 1955, the Pinal County Board of Supervisors voted to establish the Apache Junction Volunteer Fire District. From a humble beginning, with little more than two used fire trucks and a dozen volunteers, that volunteer fire district grew with the community to become the Apache Junction Fire District, an all-paid, career fire agency. In 2015, the Governing Board voted unanimously to change the District's name to the Superstition Fire & Medical District. This new name better represents the communities we serve, as well as the essential life-saving services we provide.

Also, in 2015, SFMD seized an opportunity to expand medical services by launching the Transportation Services Department. After working tirelessly for a year to obtain a Certificate of Necessity from the Arizona Department of Health Services, SFMD ran its first ambulance transport in January 2016. The Transportation Services Department has grown in the four years since its launch and has taken this essential service, previously run in the private sector, and moved it under the authority of the District.



Organizational Structure and Operations

Under the direction of the Governing Board, the Fire Chief oversees the management of the Fire District and its four divisions: Emergency Services Operations, Planning & Logistics, Administrative Services, and Financial Services. Each division is led by an Assistant Chief or Director who manages the departments inside their division.

Fire and medical services are deployed from five fire stations working 24/7/365, utilizing a three platoon system, with firefighters working a 48/96 schedule. Three fire stations provide service within the City of Apache Junction while two serve Gold Canyon, Peralta Trails, and the surrounding areas. Stations 261, 262, and 265 are ALS engine companies, station 264 is an ALS ladder company, and station 263 deploys an engine and ladder unit for front-line responses. Additionally, SFMD deploys three full-time ALS ambulances and one part-time ALS ambulance (operating 0700-1900) daily. The shift Battalion Chief and Battalion Safety Officer have daily oversight of emergency service operations.

SFMD currently has 130 full-time employees comprised of 89 suppression personnel, 22 full-time transportation personnel, 14 administrative positions, one Training Captain, one Deputy Chief, two Assistant Chiefs, and one Fire Chief. Also, there are five part-time civilian transport personnel.

In addition to the five fire stations, there is an Administrative Office, Regional Training Center, and Fleet Services Shop. The Senior Leadership Team is comprised of the Fire Chief, Assistant Chiefs, Administrative Services Director, Finance Director, and the Union Vice President. Command Staff consists of the Deputy Chief, Battalion Chiefs, and Battalion Safety Officers who meet regularly and facilitate and support the delivery of emergency and non-emergency services to our community. Through these roles and in conjunction with the governing board, the Fire District achieves its mission, goals, and objectives.



Mission, Vision, and Values

Mission: Preserve Life – Protect Property – Add Value to Our Community

Vision: To Be the Premier Fire District in the State of Arizona

Values: Responsive – Innovative – Professional



SFMD is committed to creating a diverse environment and is proud to be an equal opportunity employer. All qualified applicants receive consideration for employment without regard to race, color, religion, gender identity expression, sexual orientation, national origin, genetics, disability, age, or veteran status.

The Superstition Fire & Medical District is seeking to hire only the best and most qualified candidates to support our vision of being the premier fire district in the State of Arizona. SFMD has proudly adopted the hiring motto: “hire for character, train for skill.” Join our team!



Governing Board Meeting – April 15, 2020

Agenda Item: #8

BOD#: 2020-04-07

Agenda Item Title

Discussion and possible approval of a new Contract for on-call plumbing services between SFMD and Ginco Plumbing LLC

Background / Discussion

The District published a Request for Proposal (RFP) on February 27th, 2020. The result was an Award of Bid offered to Ginco Plumbing LLC on April 2, 2020. The Fire District must now enter in to a contract with Ginco Plumbing LLC to provide “As-Needed” Plumbing Services, as per the provisions of the RFP. If approved by the Board, this contract will commence April 16, 2020 and will remain in effect until April 30, 2022.

Submitted By

Assistant Chief Rick Ochs

Financial Impact(s)/Budget Line Item

Enclosure(s)

Request for Proposal date February 27th, 2020 and the contract for plumbing services

Recommended Motion

“Motion to approve the contract for Professional Plumbing Services between the Superstition Fire & Medical District and Ginco Plumbing LLC.”



Go to Item 9

Go to Agenda



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

CONTRACT FOR SERVICES AGREEMENT

Professional Plumbing Services

Between

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

And

Ginco Plumbing LLC
Business License: #276103

DATED AS OF April 16, 2020

CONTRACTIAL AGREEMENT FOR AS NEEDED REPAIRS AND MAINTENANCE OF EIGHT FIRE DISTRICT FACILITIES.

This Agreement is entered into effective as of April 16, 2020 by and between the Superstition Fire & Medical District, a political subdivision of the State of Arizona (“SFMD”) and Ginco Plumbing LLC, ("Ginco") a private business, collectively referred to as the Parties.

RECITALS

Whereas, Ginco Plumbing LLC has an established Plumbing Company and has chosen to enter into a two year contract with the SFMD to provide as needed plumbing services for its eight facilities; and

Whereas, Ginco was Awarded a Bid on April 2, 2020 following a “Request for Proposal” for a Professional Plumber, provided by the SFMD and dated February 27, 2020, and

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

Whereas, each Party has determined that it is its best interests and mutually beneficial to enter into a two year contract as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

1 Recitals.

- a. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.

2 Effective Dates and Conditions

- a. This Agreement shall be effective on the 16th day April, 2020 and shall continue in full force and effect until the 30th day of April, 2022, unless otherwise terminated as provided in this Agreement.
- b. This Agreement may be renewed by the SFMD for one additional Two Year Term provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
- c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- d. In the event of a material breach of any of the provisions in this Agreement, the non-breaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.
- e. SFMD reserves the right to seek additional competition for additional or major renovations that are expected to exceed \$5,000.00. Should the Contractor anticipate any non-emergency job to exceed \$5,000.00, he/she shall provide a written job description and estimate to the SFMD Facilities Manager for approval prior to proceeding.

3. Payments

- a. **Fee:** Ginco will bill for services at a rate of \$65.00 per hour, per person. Ginco will bill at the same rate of \$65.00 per hour, per person at night, after hours, on weekends and on holidays.
- b. **Invoice for Payment:** Ginco shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list all parts utilized. All invoices must be submitted within thirty (30) days following completion of a job.
- c. **Taxes Liability:** Ginco is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and SFMD will not deduct such taxes from any payment to the Company.
- d. **SFMD** shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. All applicable sales tax shall be indicated as a separate item. SFMD reserves the right to require proof of the Contractor's costs.

4. Obligations of Ginco Plumbing.

- a. Ginco shall provide On-Call Plumbing Maintenance and Repair Services at the Districts facilities as identified below. Routine maintenance, drain clearing, renovations, repairs, and

commercial/industrial plumbing systems, to be performed by Ginco on a time and material bases.

Administration Office	565 N. Idaho Rd. Apache Junction, AZ 85119
Fire Station 261	1135 W. Superstition Blvd. Apache Junction, AZ 85120
Fire Station 262	3955 E. Superstition Blvd. Apache Junction, AZ 85119
Fire Station 263	1645 S. Idaho Road Apache Junction, AZ 85119
Fire Station 264	7557 E. Hwy US-60 Gold Canyon, AZ 85118
Fire Station 265	9294 E. Don Donnelly Trail Gold Canyon, AZ 85118
SFMD Regional Training Center	3700 E. 16 th Ave. Apache Junction, AZ 85119
SFMD Fleet Services	1455 E. 18 th Ave. Apache Junction, AZ 85119

- b. All work shall be performed according to the standards of the plumbing industry and to the completed satisfaction of the SFMD. All work shall conform to Uniform Building and Plumbing Codes, in compliance with all applicable laws, regulations, and procedures.
- c. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work as requested.
- d. The SFMD will not be responsible for the Contractor's time to correct their defective work.
- e. The job site shall be left clean and free of any debris at the completion of the Contractor's work.
- f. The Contractor will be responsible for all damages to the facility or contents caused by the Contractor, their staff or subcontractors during the performance of their duties.
- g. The general expectation is a timely response unless an alternate schedule is agreed upon by the SFMD.
 - **Non-Emergency service calls;** response within twenty-four (24) hours' notice in most cases is expected.
 - **Emergency Service Calls;** response within one (1) hours' notice in most cases is expected.
- h. The Contractor shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Workers shall be required to log in and out at

each job site. If the Contractor is unable to perform required work in the times noted for Emergency and Non-Emergency Service Calls, the SFMD reserves the right to obtain services from another qualified contractor.

- i. It is the Contractor's responsibility to inform the SFMD if a job requires additional personnel beyond one (1) Journeyman and one (1) Apprentice. Approval for the use of additional workers must be obtained in advance from the Facilities Manager.
- j. It shall be the Contractor's responsibility to have qualified personnel to inspect the proposed job site to ensure reasonable accuracy in any estimate with appropriate assumptions.
- k. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the time frame of any contract. Any contract resulting from this solicitation shall obligate the SFMD to utilize the successful bidder for the services described.

5. Indemnification.

- a. Ginco shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Ginco.
- b. The obligation to indemnify survives the termination of this Agreement.

6. Insurance.

Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all of its obligations undertaken in the implementation of this Agreement.

7. Notices.

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed, or emailed, as follows:

TO SFMD: Fire Chief
Superstition Fire & Medical District
565 N. Idaho Road
Apache Junction, AZ 85119
(480) 982-4440

TO GINCO: Ginco Plumbing LLC
1395 E. 18th Ave.
Apache Junction, AZ 85119
(480) 212-2777
gincoplumbing@gmail.com

8. Miscellaneous.

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of SFMD shall become employees of Genco nor shall the employees of Genco become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- e. Pursuant to A.R.S. §38-511, SFMD may cancel this Agreement for conflict of interest.
- f. Limits of Liability: Notwithstanding any provision or proposal to the contrary, Genco's liability shall not be limited to the amount of its fees, but instead Genco shall be liable for any damages as a result of Genco's breach of Agreement or negligent acts or omissions.
- g. Non-Discrimination: Genco warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Genco shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
- h. Legal Arizona Workers Act Compliance: Genco is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Genco further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

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

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

- i. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- j. Third-Party Antitrust Violations: Ginco assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Ginco toward fulfillment of this Agreement.
- k. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- l. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
- m. Subcontracting: Ginco may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
- n. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
- o. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
- p. Insurance: Ginco shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect Ginco and SFMD from claims set forth below which may arise out of or result from Ginco's operations under the parties' Agreement and for which Ginco may be legally liable, whether such operations be by Ginco or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - i. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (Ginco and all subcontractors of Ginco, on request, shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);
 - ii. claims for damages because of bodily injury, occupational sickness or disease, or death of Ginco's employees;
 - iii. claims for damages because of bodily injury, sickness or disease, or death of any person other than Ginco's employees, where attributable to Ginco's act or omission;
 - iv. claims for damages as a result of personal injury, whether or not arising out of the employment with Ginco;
 - v. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - vi. claims for damages because of bodily injury, death of a person or property damage arising out of the ownership, maintenance or use of a motor vehicle; and

- vii. claims involving Ginco's obligations of indemnity under the parties' agreement.

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

- q. Termination for Convenience: The SFMD reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the SFMD without penalty or recourse. Upon receipt of the written notice, Ginco shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data and reports prepared by Ginco under the Agreement shall become the property of and be delivered to the SFMD upon demand. Ginco shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
- r. To the extent required by law, the undersigned Ginco hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

9. Compliance with Legal Authorities.

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. Each party shall comply with the notice provisions of A.R.S. § 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
- c. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- d. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
- e. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
- f. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.

- g. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- h. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this _____ day of _____, 2020.

Superstition Fire and Medical District

Ginco Plumbing LLC

Board Chair: _____

By: _____

Printed: _____

Its: _____

Board Clerk: _____

Printed: _____



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

REQUEST FOR PROPOSAL

- SERVICE:** A Professional Plumbing Company is needed to conduct repairs and maintenance of eight fire district facilities.
- ISSUE DATE:** February 27, 2020
- BID DUE DATE:** **March 23, 2020, before 4:00 P.M. LOCAL AZ. TIME**
- BID SUBMITTAL:**
- 1) Save this document to your computer.
 - 2) Provide an answer for each of the questions below in the area noted: **“Offeror’s Response”**.
 - 3) Title the document **RFP Plumbing Services** and save it as a **PDF document**.
 - 4) Email the document to rick.ochs@sfmd.az.gov before 4:00 P.M. on the March 23, 2020 due date.
- CONTRACT OFFICER:** Assistant Chief, Richard Ochs
TELEPHONE NUMBER: (480) 982-4440 X162
Email: rick.ochs@sfmd.az.gov

This solicitation may be obtained from our website at: **www.sfmd.az.gov**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

STATEMENT OF INTENT

The Superstition Fire and Medical District (SFMD) in Apache Junction, Arizona, is soliciting proposals for a Professional Plumbing Company to provide "As Needed Services" for a two (2) year period beginning on April 16, 2020. Proposals received from Vendors in response to this request will be used to repair and maintain the Fire Districts eight facilities.

REQUEST FOR PROPOSAL TIMELINE

RFP notice	February 27, 2020
Deadline to submit Questions	March 19, 2020
Proposals Due	March 23, 2020
Proposal Evaluation Period	March 24 – April 2, 2020
Date of Award	April 2, 2020
Contract Approval	April 15, 2020
Contract Start Date	April 16, 2020

I. GENERAL INFORMATION.

A. Purpose. This Request For Proposal (RFP) is to contract for a Plumbing Company to complete plumbing repairs and maintenance for the Superstition Fire & Medical District facilities for a two year period beginning on April 16, 2020.

B. Who May Respond; Only plumbers who are currently licensed and bonded in the State of Arizona.

C. Instructions on Proposal Submission.

1. Closing Submission Date. Proposals must be submitted no later than **4:00 P.M. on March 23, 2020.**

2. Inquiries. Inquiries concerning this RFP shall be emailed to:

Richard Ochs, Assistant Chief of Planning & Logistics
Superstition Fire & Medical District at: rick.ochs@sfmd.az.gov

All questions regarding this RFP must be submitted no later than Wednesday, March 19, 2020 at 4:00 p.m.

3. Right to Reject. SFMD reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.

II. INSTRUCTIONS TO BIDDERS

A. PREPARATION OF BID:

1. All bids shall be completed and submitted on this **Invitation for Bid (IFB)** document. It is permissible to copy these forms if required. Facsimiles, telegraphic bids or mailgrams shall not be considered.
2. No bid shall be altered, amended or withdrawn after the specified bid due time and date.
3. Periods of time stated as a number of days, shall be in calendar days.
4. It is the responsibility of all bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
5. The Fire District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers for consideration shall be submitted providing adequate information in a straightforward and concise manner.
6. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

B. **INQUIRIES:** Any question related to an IFB shall be directed to the Contract Officer whose name and contact appears on the first page. The bidder shall not contact or ask questions of the department for whom the requirement is being procured. Questions shall be submitted in writing and forwarded to the Contract Officer by email. Any correspondence related to a solicitation should refer to the appropriate IFB title, page, and paragraph letter/number. Oral interpretations or clarifications will be without legal effect.

C. **WITHDRAWAL OF BID:** At any time prior to a specified IFB due date and time, a bidder (or designated representative) may withdraw a bid via email notification to the Contract Officer. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

D. **LATE BIDS:** Late bids shall be rejected.

E. **AMENDMENT OF BID:** The bidder shall acknowledge receipt of an IFB amendment by signing and returning the document by the specified due time and date.

F. **BID RESULTS:** A tabulation of bids received is forwarded upon request to bidders after evaluation and award. This tabulation is also on file and available for review **after contract award** in the Fire District Administrative Office.

G. AWARD OF CONTRACT:

1. The Fire District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Fire District.
2. Notwithstanding any other provision of the IFB, the Fire District reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all bids, or portions thereof; or
 - c. Reissue an IFB.
3. A response to an IFB is an offer to enter into a contract with the Fire District based upon the terms, conditions, and specifications contained in the Fire District's IFB. Bids do not become contracts unless and until they are executed and approved by the Fire District's Governing Board.

H. **TERM OF SERVICE:** The term of this Agreement will be from **April 16, 2020 through April 30, 2022**. The Agreement may be canceled at any time during the term of service upon a thirty (30) day written notice by either party.

- I. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the Fire District and shall become a matter of public record available for review pursuant to Arizona Revised Statute governing public records.
- J. **PAYMENT:** The Fire District shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment terms offered shall be specifically stated in the bid.
- K. **TAXES:** All applicable sales tax shall be indicated as a separate item.

III. NOTIFICATION OF AWARD.

Upon conclusion of final negotiations with the successful company, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful consultant. It is expected that the contract shall be A Two (2) YEAR FIXED PRICE CONTRACT WITH OPTION FOR RENEWAL

- A. **Description of Entity.** SFMD is a Fire District that serves the City of Apache Junction, and the surrounding Unincorporated areas of Pinal County, including the Gold Canyon area. SFMD employs about 130 full-time employees and is a governmental agency that is governed by a five (5) member elected Board of Directors. District facilities are located at:

Administration Office	565 N. Idaho Rd. Apache Junction, AZ 85119
Fire Station 261	1135 W. Superstition Blvd. Apache Junction, AZ 85120
Fire Station 262	3955 E. Superstition Blvd. Apache Junction, AZ 85119
Fire Station 263	1645 S. Idaho Road Apache Junction, AZ 85119
Fire Station 264	7557 E. Hwy US-60 Gold Canyon, AZ 85118
Fire Station 265	9294 E. Don Donnelly Trail Gold Canyon, AZ 85118
SFMD Regional Training Center	3700 E. 16 th Ave. Apache Junction, AZ 85119
SFMD Fleet Services	1455 E. 18 th Ave. Apache Junction, AZ 85119

B. Scope of Services. The Offeror must be prepared to immediately enter into a contract (“Agreement”) for the services as set forth in this RFP, and shall be readily available to perform the following plumbing repairs and service as requested by the facilities managers:

1. On-Call Plumbing Maintenance and Repair Services at the Districts facilities. Routine maintenance, drain clearing, renovations, repairs, and commercial/industrial plumbing systems, to be performed by the Contractor on a time and material basis.
2. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the SFMD. All work shall conform to Uniform Building and Plumbing Codes, in compliance with all applicable laws, regulations, and procedures.
3. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work as requested.
4. The SFMD will not be responsible for the Contractor’s time to correct their defective work.
5. The job site shall be left clean and free of any debris at the completion of the Contractor's work.
6. The Contractor will be responsible for all damages to the facility or contents caused by the Contractor, their staff or subcontractors during the performance of their duties.
7. The general expectation is a timely response unless an alternate schedule is agreed upon by the SFMD.
 - **Non-Emergency service calls**; response within twenty-four (24) hours’ notice in most cases is expected.
 - **Emergency Service Calls**; response within one (1) hours’ notice in most cases is expected.
8. The Contractor shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Workers shall be required to log in and out at each job site. If the Contractor is unable to perform required work in the times noted for Emergency and Non-Emergency Service Calls, the SFMD reserves the right to obtain services from another qualified contractor.
9. It is the Contractor’s responsibility to inform the SFMD if a job requires additional personnel beyond one (1) Journeyman and one (1) Apprentice. Approval for the use of additional workers must be obtained in advance from the Facilities Manager.
10. It shall be the Contractor’s responsibility to have qualified personnel to inspect the proposed job site to ensure reasonable accuracy in any estimate with appropriate assumptions.
11. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the time frame of any contract. Any contract resulting from this solicitation shall obligate the SFMD to utilize the successful bidder for the services described.
12. SFMD reserves the right to seek additional competition for additional or major renovations that are expected to exceed \$5,000.00. Should the Contractor anticipate any non-emergency job to exceed \$5,000.00, he/she shall provide a written job description and estimate to the SFMD Facilities Manager for approval prior to proceeding.

13. The Contractor shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list all parts utilized. All invoices must be submitted within thirty (30) days following completion of a job.
14. SFMD reserves the right to require proof of the Contractor's costs.
15. Although it is preferable for a Plumbing Company to submit a proposal addressing all of the above areas, SFMD will consider proposals for subsets of these areas.

IV. PROPOSAL CONTENTS.

The Offeror, in its proposal, shall thoroughly answer questions 1 – 4 below;

Question Number 1

Company Name:
Company Address:
Phone Number:
Email Address:
Business Licence:

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

Question Number 2

Plumber Experience. The Offeror should describe its professional experience, years of experience, and include the names, addresses, contact persons, and telephone numbers of at least three commercial clients. Please include the criteria below in your review of experience:

- Proposed approach to scope of work.
- The Offeror's experience with similar clients and plumbing matters.
- Past experience with SFMD, if applicable.

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

Question Number 3

Plumbing Company Staffing. The Contractor shall employ at least one (1) full time licensed plumber (Journeyman) and one (1) plumber's assistant (Apprentice). Bidders shall provide the level of experience of the individual(s) employed, and the license numbers of all licensed personnel available for this contract in the space provided below.

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

Question Number 4

Hourly Rate. The Offeror's proposed price shall include information on the hourly billing rates of each plumber who is expected to work on SFMD facilities, and any fee's or cost such as Service Call fee's or

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

V. VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the Superstition Fire & Medical District (SFMD) must complete and return the Vendor Conflict of Interest Disclosure Form to be eligible to be awarded a contract. Please note that all vendors are subject to comply with SFMD's conflict interest policies, as stated within the certification section below.

If a vendor has a relationship with an SFMD official or employee or an immediate family member of an SFMD official or employee, the Vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No SFMD official or employee or employee's immediate family member has an ownership interest in the vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated SFMD official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.

3. No SFMD official or employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SFMD official or employee to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure

Name of SFMD official, employees or immediate family members with whom there may be a potential conflict of interest.

() Relationship to employee

() Interest in vendor's company

() Other

I certify that the information provided is true and correct by my typed name or signature below:

VI. Evaluation Procedure and Criteria.

SFMD's Senior Leadership Team (SLT) will review proposals and make recommendations to the Fire Chief and Board of Directors for final approval. The Fire Chief and Board of Directors may request a meeting with qualified Offerors prior to final selection. Once a Plumber or Plumbing Company has been chosen a contract will be finalized and approved by the Fire District.

CONTRACT PERIOD

1. The contract period shall be April 16, 2020 through April 30, 2022.
2. Proposed contract approval date is April 15, 2020
3. The attached **Professional Services Addendum** must be signed in conjunction with a contract for services.
4. SFMD reserves the option to renew this agreement for an additional (2) year term.
5. Contracted rates must be guaranteed for a minimum of twenty-four (24) months.

STANDARD TERMS AND CONDITIONS

(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective this ____ day of _____, 2020, is added to that certain Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter "SFMD") and _____ (hereinafter "Vendor"), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. Termination: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
2. Limits of Liability: Notwithstanding any provision or proposal to the contrary, the Vendor's liability shall not be limited to the amount of its fees, but instead the Vendor shall be liable for any damages as a result of Vendor's breach of Agreement or negligent acts or omissions.
3. Indemnification: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.
4. Non-Discrimination: Vendor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
5. Legal Arizona Workers Act Compliance: Vendor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

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

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

6. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
7. Third-Party Antitrust Violations: Vendor assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Vendor toward fulfillment of this Agreement.

8. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
9. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
10. Relationships: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.
11. Subcontracting: The Vendor may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
12. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
13. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
14. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
15. Insurance: The Vendor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor and SFMD from claims set forth below which may arise out of or result from the Vendor's operations under the parties' Agreement and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (the Vendor and all subcontractors of Vendor, on request, shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees, where attributable to Vendor's act or omission;
 - d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;
 - e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for professional errors or omissions;
 - g. claims for damages because of bodily injury, death of a person or property damage arising out of the ownership, maintenance or use of a motor vehicle; and
 - h. claims involving Vendor's obligations of indemnity under the parties' agreement.

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

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

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

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

PASSED, APPROVED AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this ___ day of _____, 2020.

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

By: _____
Board Chair

ATTEST:

Board Clerk

VENDOR

By: _____

Name: _____

Its: _____

Governing Board Meeting – May 20, 2020

Agenda Item: #9

BOD#: 2020-05-08

Agenda Item Title

Discussion and possible approval of Resolution 2020-05-20-01: Call for Election.

Submitted By

Fire Chief Mike Farber

Board Secretary Sherry Mueller

Background/Discussion

This resolution is necessary to call for an election to be held on November 3, 2020 for the purpose of electing three individuals to serve as board directors for a four year term. Staff will publish the required Call for Election in a local paper on June 29, 2020 and July 6, 2020.

The minimum number of signatures to be on the ballot for SFMD Board is 185 with the maximum number of 250 signatures. The cost is \$0.75 per registered voter. In addition, a letter will be sent to both Pinal and Maricopa County Elections Department, notifying them of our interests to hold an election in November for the three board seats. The letter is required per ARS § 16-205 and is due by May 31, 2020.

The candidate filing dates are June 6, 2020 through July 6, 2020.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2020-05-20-01: Call for Election

Recommended Motion

“Motion to approve Resolution 2020-05-20-01: Call for Election, and to hereby call for an election to be held on November 3, 2020 for the purpose of electing three individuals to serve as Board Directors for a four year term”



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RESOLUTION 2020-05-20-01
Superstition Fire & Medical District
CALL FOR ELECTION

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, CALLING FOR AN ELECTION OF BOARD OF DIRECTORS.

WHEREAS, it is required by the State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statutes, and;

WHEREAS, the terms of three existing board directors will expire in December of 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:

To hereby call for an election to be held on November 3, 2020 for the purpose of electing three individuals to serve as board directors for a four-year term.

The last day to register to vote in this election shall be October 5, 2020. The last day to file nominating petitions with the Elections Director, Michele Forney, Elections Office in Coolidge, Arizona, for the positions of board director is July 6, 2020 no later than 5:00 p.m.

PASSED AND ADOPTED THIS TWENTIETH OF DAY OF MAY 2020 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director

Governing Board Meeting – May 20, 2020

Agenda Item: #10

BOD#: 2020-05-09

Agenda Item Title

Discussion and possible approval of Resolution 2020-05-20-02: Election Workers.

Submitted By

Fire Chief Mike Farber

Board Secretary Sherry Mueller

Background/Discussion

This resolution is required to designate the county's election workers as the Fire District's election workers.

Staff Recommendation:

Approval of Resolution 2020-05-20-02: Election Workers

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2020-05-20-02: Election Workers

Recommended Motion

"Motion to approve Resolution 2020-05-20-02: Election Workers, designating that the Fire District's election workers shall coincide with, and be, the election workers utilized by Pinal County"



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RESOLUTION 2020-05-20-02
Superstition Fire & Medical District
ELECTION WORKERS

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT TO DESIGNATE THAT THE FIRE DISTRICT'S ELECTION WORKERS SHALL COINCIDE WITH, AND BE, THE ELECTION WORKERS UTILIZED BY PINAL COUNTY

WHEREAS, it is now required by State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statutes, and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:

That the Superstition Fire & Medical District appoints the Election Workers being utilized by Pinal County as the District's Election Workers.

PASSED AND ADOPTED THIS TWENTIETH OF DAY OF MAY 2020 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director

Governing Board Meeting – May 20, 2020

Agenda Item: #11

BOD#: 2020-05-10

Agenda Item Title

Discussion and possible approval of Resolution 2020-05-20-03: Precincts and Polling Places

Submitted By

Fire Chief Mike Farber

Board Secretary Sherry Mueller

Background/Discussion

This resolution is required to designate the county’s precincts and polling places within the District as the SFMD precincts and polling places as well.

Staff Recommendation:

Approval of Resolution 2020-05-20-03: Precincts and Polling Places

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2020-05-20-03: Precincts and Polling Places

Recommended Motion

“Motion to approve Resolution 2020-05-20-03: Precincts and Polling Places that the Superstition Fire & Medical District’s Precincts and Polling Places, which are within the boundaries of the Fire District, shall coincide with those of Pinal County.”



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RESOLUTION 2020-05-20-03
Superstition Fire & Medical District
PRECINCTS AND POLLING PLACES

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT TO DESIGNATE THAT THE FIRE DISTRICT'S PRECINCTS AND POLLING PLACES, WHICH ARE WITHIN THE BOUNDARIES OF THE FIRE DISTRICT, SHALL COINCIDE WITH THOSE OF PINAL COUNTY.

WHEREAS, it is now required by State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statutes, and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:

That the Superstition Fire & Medical District's Precincts and Polling Places, which are within the boundaries of the Fire District, shall coincide with those of Pinal County.

PASSED AND ADOPTED THIS TWENTIETH DAY OF MAY 2020 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director

Governing Board Meeting – May 20, 2020

Agenda Item: #12

BOD#: 2020-05-11

Agenda Item Title

DEMA Funding Resolution 2020-05-20-04

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

The purpose of this resolution is to designate SFMD as an applicant agent in conjunction with the district's request for grant grants portal access from the Arizona Department of Emergency and Military affairs. As the pandemic has unfolded, many agencies have spent a significant amount of funds on Personal Protective Equipment (PPE), overtime wages, and other specific expenses. With this resolution, SFMD will be able to recuperate the costs related to the COVID-19 pandemic

Financial Impact(s)/Budget Line Item

To recuperate expenses

Enclosure(s)

DEMA Funding Resolution

Recommended Motion

"Motion to approve Resolution 2020-05-20-04 Designation an Applicant Agent "



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SUPERSTITION FIRE & MEDICAL DISTRICT

Resolution No. 2020-05-20-04

(Designating an Applicant Agent)

A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT ("DISTRICT") DESIGNATING AN APPLICANT AGENT IN CONJUNCTION WITH THE DISTRICT'S REQUEST FOR GRANTS PORTAL ACCESS FROM THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS.

WHEREAS, Arizona Revised Statutes, Title 48, Chapter 5, Article 1 empowers the Governing Board of the District to accept gifts, contributions, bequests, and grants; and

WHEREAS, it has been determined that it would be appropriate and in the best interest of the District, its property owners, residents and neighbors to request grant funding from the Arizona Department of Emergency and Military Affairs for reimbursement of costs incurred by the District including, but not limited to, the cost of certain expenses, PPE and reimbursement for overtime wages during the current COVID-19 pandemic; and

NOW THEREFORE, be it resolved that the District Governing Board hereby designates _____ as its Applicant Agent in conjunction therewith;

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

APPROVED AND AMENDED this 20th day of May 2020.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Governing Board Meeting – May 20, 2020

Agenda Item: #13

BOD#: 2020-05-12

Agenda Item Title

Discussion and possible adoption of Resolution 2020-05-20-05 authorizing the establishment of a line of credit (“LOC”) with Wells Fargo for Fiscal Year 2020 / 2021.

Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

Background / Discussion

A.R.S. §11-604.01 states that a fire district may establish a LOC with the county’s contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately \$4.5 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the establishment and requested limit of the LOC for each fiscal year. The recommendation is to maintain an LOC of **\$1.5 million** to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives its first half of tax revenue on or about November 1, 2020. There is no cost to establishing an LOC if it is not used.

Due to the new contract between Wells Fargo and the Pinal County Treasurer’s Office, the interest rate for the LOC is now **3.25%**, and is subject to change as the Prime Rate changes. This underscores the need for the District to use the LOC as minimally as possible to keep the overall interest cost as low as possible.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Resolution 2020-05-XX-XX Wells Fargo Line of Credit Authorization

Exhibit A – Borrowing Request

Recommended Motion

“Motion to approve Resolution 2020-05-20-05, authorizing the establishment of a line of credit with Wells Fargo, for \$1.5 million for Fiscal Year 2020/2021.”



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EXHIBIT A

BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the "Board") of the Superstition Fire & Medical District (the "Borrower") hereby requests (this "Borrowing Request") that Wells Fargo Bank, National Association ("Bank") issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Pinal County and the Bank, dated July 1, 2017 (the "Agreement").

The Borrower is requesting a Credit Line in the amount of \$1,500,000 (not less than \$100,000 without the Bank's prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 3.25% Prime Rate.

Representations and Warranties. Each Borrower, when submitting a Borrowing Request, represents and warrants to Bank as of the date of the Borrowing Request:

- a. **Existence and Authorization.** Borrower is a duly formed, organized and validly existing Political Subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.
- b. **No Approvals.** No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.
- c. **No Conflicts.** The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.
- d. **Execution and Delivery and Binding Nature of Loan Documents.** The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, Arizona Revised Statutes, bankruptcy, Insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.
- e. **Accurate Information.** All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment Amount and Credit Line is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

f. Litigation. There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under the Agreement or the Credit Line, except as have been or will be disclosed in writing to Bank.

g. Purpose of Advances. The Agreement and the Credit Line are made pursuant to Arizona Revised Statutes Section 11-604.01. The purpose of Advances is to provide funds for the general operations of Borrower.

h. No Event of Default. No Event of Default exists and no event or condition exists that, after notice or lapse of time, or both, would constitute an Event of Default.

Survival of Representations. Each request for an Advance shall constitute an affirmation with respect to Borrower that the representations and warranties contained herein are true and correct as of the time of that request, and that the conditions precedent set forth in Sections 3 and 4 hereof have been fully satisfied. All representations and warranties made herein shall survive the execution of this Borrowing Request, all Advances, and the execution and delivery of all other Loan Documents, so long as Bank has any commitment to lend to Borrower hereunder and until the Credit Line has been paid in full and all of Borrower's obligations hereunder have been fully discharged.

This Borrowing Request was approved at a legally convened meeting of the Board this 20th day of May, 2020. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Borrowing Request are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Superstition Fire & Medical District

By: _____

Name: Todd House

Title: Chairman

PINAL COUNTY TREASURER,
As Agent for the Superstition Fire & Medical District

By: _____

Name: _____

Title: Pinal County Treasurer/Authorized Representative

Attachments:

A copy of the resolution of the Board authorizing this Borrowing Request

RESOLUTION 2020-05-20-05
Superstition Fire & Medical District
WELLS FARGO LINE OF CREDIT AUTHORIZATION

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE ESTABLISHMENT OF A LINE OF CREDIT WITH WELLS FARGO BANK FOR FISCAL YEAR 2020 / 2021.

WHEREAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PINAL COUNTY TREASURER'S OFFICE AND WELLS FARGO BANK, THE BOARD OF DIRECTORS DID, ON THE TWENTIETH DAY OF MAY 2020, AUTHORIZE THE ESTABLISHMENT OF A LINE OF CREDIT FOR FISCAL YEAR 2020 / 2021 IN THE AMOUNT NOT TO EXCEED \$1,500,000.

PASSED AN ADOPTED THIS TWENTIETH DAY OF MAY 2020 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jeff Cross, Board Director

Jason Moeller, Board Director

Larry Strand, Board Director

Governing Board Meeting – May 20, 2020

Agenda Item: #14

BOD#: 2020-05-13

Agenda Item Title

SFMD Policy Manual – Policies reviewed in April.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

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

- 912 – Fire Station Safety
- 1020 – Grievance Procedure
- 1046 – Employee Discipline (Revised)

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: Fire Station Safety, Grievance Procedure and Employee Discipline.”



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1046

Employee Discipline

1046.1 PURPOSE AND SCOPE

Superstition Fire & Medical District members are required to conduct themselves in a highly self-disciplined manner, obeying the SMFD Policies and Procedures, Code of Conduct, and Declaration of Ideals. In situations where members do not adhere to these expectations, supervisors will take the necessary action to correct the problem.

1046.2 GENERAL INFORMATION

It is the policy of the Superstition Fire & Medical District that supervisors administer corrective action in a progressive and lawful manner.

The principal objective of corrective action is to improve behaviors or correct performance concerns. Disciplinary proceedings and the results thereof are confidential. The supervisors are responsible for maintaining this confidentiality. All media inquiries pertaining to corrective actions shall be directed to the Fire Chief or designee. Contents of a reprimand or separation notice are public record and subject to disclosure.

Supervisors should keep in mind that all disciplinary actions imposed are reviewed by their superiors and may be subject to the appeal process. It is recommended that supervisors seek support from their superiors before taking disciplinary action. Superiors should be made aware and come to an agreement to support the supervisor's actions during the appeal process. The severity of a single behavior may necessitate the need for significant discipline, up to and including termination of employment.

1046.3 EMPLOYEE ASSISTANCE PROGRAM

Occasionally supervisors will be approached by a member with personal problems who requires assistance. Many times just listening and helping the members reason through the problem will be all that is needed. Other times, particularly with serious alcohol, drug, stress, marital or financial problems, the member may require professional assistance. This help is available through the Employee Assistance Program. Supervisors must be aware that when a member's personal problems involve violations of SFMD Policies, disciplinary action may be necessary in addition to entering the Employee Assistance Program.

1046.4 EMPLOYEE REPRESENTATION

All employees have the right to representation in disciplinary actions if they choose. The presence of a Union Representative will require a non-unit supervisor to become involved. If the second level of supervision or above is directly involved in the disciplinary action and/or investigation of a member represented by Local 2260, the right of Union representation will be told directly to the member. When a member requests not to be represented by the Union in disciplinary action and/or investigation, that request will be honored and documented. The role

of the employee representative is to support an employee during the course of corrective action or discipline with regard to application of district rules, policies, and best practices.

1046.5 PROGRAMS FOR IMPROVING JOB PERFORMANCE

In most cases, minor job performance problems can be resolved by the supervisor bringing the problem to the attention of the employee, and the employee making the proper modification in his/her performance. When a serious job performance problem is identified, the supervisor must decide whether to solve it through:

- Training
- Employee Assistance Services
- Non-Disciplinary Counseling or
- Corrective Action

Each situation will be considered separately, and it will be the supervisor's responsibility to make a determination as to the best course of action to take to resolve the situation. If the situation is determined to be a training problem, a performance improvement plan will be developed for the member. When utilizing the performance improvement plan, attachments may be included that clearly identify the member's problem area(s). Attachments should include measurable objectives for improvement. The program must also indicate a reasonable time frame within which the objectives are to be met. At the completion of the evaluation period, if the member's performance has been corrected, a summary report should be completed indicating measurable improvement within the standards in all areas. If the member's performance has not improved sufficiently, the situation should be dealt with as a disciplinary problem.

1046.8 DETERMINING THE PROPER DISCIPLINARY ACTION

After an incident or complaint has been thoroughly investigated and the need for disciplinary action determined, a decision concerning the action that would be most effective must be made. Factors to be considered in making this decision are:

- The seriousness of the offense.
- The member's history with the District.
- SFMD past practices with similar offenses (Supervisors may have to consult the Human Resources Department for this information).

Consistency is critical to any disciplinary system. Although disciplinary action for the same offenses should be similar, the final decision to determine the exact action will be made after considering the factors previously listed, and applying them to the particular situation.

For the processes on all disciplinary procedures, supervisors and employees are encouraged to review the Corrective Action Matrix to ensure all the responsibilities of the supervisors and employees are met.

(Attachment: Corrective Action Matrix)
(Attachment: Employee Corrective Action Form)

1046.9 SUPERVISORY COUNSELING

Verbal Counseling – This is the lowest level of corrective action. A verbal counseling serves to notify employees that certain behaviors or performance deficiencies need changing/improving. The supervisor will complete the Employee Corrective Action Form and forward it to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

Written Reprimand – A written reprimand is the second step in the progressive discipline process. A written reprimand serves to notify the employee in writing that they are not meeting an expectation in some area. Written reprimands are to be approved by Human Resources for protocol purposes prior to issuing a notice of intent to discipline. The Employee Corrective Action Form and any supplemental information will be documented in the reprimand. This document will be forwarded to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

1046.11 SUSPENSION, DEMOTION OR DISMISSAL

Suspension – A suspension is when an employee is released from work duties without pay for a specified period of time. A suspension is the third step in the progressive discipline process. A suspension notifies the employee in writing that they have failed to meet an expectation in some area. Suspension paperwork is to be reviewed by Human Resources for protocol purposes prior to issuing a notice of intent to suspend. The Employee Corrective Action Form and any supplemental information will be documented in the suspension paperwork. This document will be forwarded to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

Demotion – A demotion is the movement of an employee from their current classification to a lower classification. A demotion is the fourth step in the progressive discipline process. A demotion notifies the employee in writing that they are not meeting expectations as required by their position. Demotion paperwork is to be reviewed by Human Resources for protocol purposes prior to issuing a notice of intent to demote. The Employee Corrective Action Form and any supplemental information will be documented in the demotion paperwork. This document will be forwarded to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

Termination – A termination is the separation of employment with SFMD. This is the last step in the progressive discipline process. Terminations are a last resort and should only be implemented when all other corrective action options have been exhausted without success. SFMD prides itself on the retention of its employees.

Suspensions, demotions and terminations are utilized as punitive, yet corrective measures taken for numerous repeated incidents of rule infractions or a single major infraction by a member. It is the responsibility of the supervisor to stabilize a situation in which immediate action is necessary. This may require relieving the member from duty (with pay) until a decision is made concerning the official action to be taken. Supervisors should not commit themselves to a particular form of disciplinary action prematurely.

For suspensions, demotions, and terminations, SFMD will utilize a Disciplinary Review Board. The Disciplinary Review Board shall be comprised of a total of (3) members. The first member shall be selected by the Union representative of the Unit Member being disciplined. The second member shall be selected by management. The third member shall be mutually agreed upon by the Union representative and management. Any discipline that may result in loss of pay or benefits is entitled to a disciplinary review hearing.

The Fire Chief will make the final decision concerning suspensions, demotions or dismissal.



Employee Corrective Action Form

Employee Name:		Date:
Job Title:	Supervisor:	

Level of Corrective Action

Verbal Counseling Written Reprimand Suspension Demotion Termination

Facts:

(Possible rule or policy violations)

Objective:**Solution(s):****Action Taken:****Comments:**

Re-evaluation meeting scheduled for:

Employee Signature:	Date:
Supervisor Signature:	Date:
Director of HR Signature:	Date:

A copy of this corrective action will be placed in your personnel file for reference.



SFMD Corrective Action Matrix

Discretionary Actions (Supervisor First Actions)	
Coaching and Mentoring	Immediate and direct mentoring and coaching with notification to the Second-Line Supervisor.
Evaluation Comments	Annual Evaluation Comments that reinforce coaching and mentoring.

Optional Additions to Corrective Actions or Non-Discipline	
Employee Assistance Referral (EAP) On- or Off-Duty	An Employee Assistance Program (EAP) provides counseling services to employees and their family members. EAP is an employer-paid benefit. Counseling is short-term and completely confidential.
Performance Improvement Plan	A written plan that identifies performance problems includes the goal of the plan, pertinent background information, with specific steps and performance expectations that must be satisfied.
Disciplinary Probation	Disciplinary probation is intended to notify the Employee that any acts by the Employee, which could result in further disciplinary action, occurring while the Employee is on disciplinary probation, may be grounds for demotion or termination. While on disciplinary probation, an employee will not be eligible to participate in promotional testing opportunities.
Last Chance Agreement (not to exceed 365 days)	An agreement between an employer and an employee, which allows an individual who has committed a severe violation against SFMD policy to have one “last chance” to keep their job. Breach of the last chance agreement is typically grounds for immediate termination.

Verbal Counseling	
<i>Supervisors are encouraged to provide in-the-moment feedback to employees whenever possible.</i>	
1.	The Direct Supervisor will document the verbal counseling on the Employee Corrective Action Form and forward it to the Second-Line Supervisor and Human Resources for placement in the employee personnel file.
2.	Notification to Second-Line Supervisor
Disposition Documented as Complete	

Written Reprimand

Written reprimands document employee conduct, which may include one-time conduct, a pattern of conduct or performance problems, willful violations of policies/procedures, or continued performance problems.

- | | |
|----|--|
| 1. | The Direct Supervisor will issue the Intent to Discipline to the Employee. |
| 2. | The Employee has ten calendar days to submit an appeal to the Direct Supervisor. If an appeal is not submitted, the written reprimand will be immediately implemented. |
| 3. | The Direct Supervisor will forward the Employee's appeal to the Second-Line Supervisor and HR. |
| 4. | The Second-Line Supervisor will notify the Employee that the appeal was received within 72 hours. |
| 5. | The Second-Line Supervisor has ten calendar days to respond to the Employee's appeal. |
| 6. | The Second- Line Supervisor will respond in writing within ten calendar days whether to uphold, reduce, or modify the written reprimand. |
| 7. | Disposition of Action signed by all involved and added to the employee Human Resources file. |

Disposition Documented as Complete

Discipline Review Panel/Office of Administrative Hearings/Extensions Notes:

- | | |
|---|--|
| * | Selection of Discipline Review Panel: The first member shall be selected by the Union representative of the Unit Member being disciplined. The second member shall be selected by management. The third member shall be mutually agreed upon by the Union representative and management. |
| * | See attached for members electing to utilize the Office of Administrative Hearings (OAH), State of Arizona. |
| * | Any missed deadlines that require an extension by the employee or management will reside with the Fire Chief. |
| * | Suspensions that do not exceed one workday (24 hours on the 48/96 schedule, 12 hours on the 42 schedule, and 10 hours on the 40 schedule) are not appealable to an Administrative Law Judge. |
| * | Suspensions greater than one workday (as defined above) are appealable to an Administrative Law Judge. |

Termination, Demotion, and Suspension Process (REVISION)

Suspension is when an employee is released from work duties without pay for a specified period of time.

Demotion is the movement of an employee from their current classification to a lower classification.

Termination is the separation of employment with SFMD. Terminated employees are not eligible for future employment with SFMD.

1.	The Primary Investigator shall review the results of the investigation and shall forward the completed investigation report and supporting documents, evidence, and findings to Human Resources.
2.	The employee and supervisor will meet to share the summary of findings. Shortly after, the Discipline Review Panel (DRP) will convene and review the allegations/evidence. The DRP members vote to recommend whether to uphold, reduce, or modify the recommended discipline, as the case may be.
3.	The Fire Chief will consider the investigative report and the recommendation of the DRP, and will determine whether to issue a Letter of Intended Discipline within ten calendar days of receiving the recommendation of the DRP.
4.	If a Letter of Intended Discipline is issued, all investigation reports, supporting documents, evidence, and findings will be provided to the employee.
5.	The employee may request a pre-disciplinary hearing (written and/or verbal) to the Fire Chief within ten calendar days of receipt of the Letter of Intent to Discipline.
6.	Failure of the employee to meet the 10-day timeline for requesting a pre-disciplinary hearing may result in the Fire Chief making a final determination on the matter.
7.	If a pre-disciplinary hearing is held, the Fire Chief will have five working days to review and provide a written determination.
8.	Terminations, demotions, and suspensions may be appealed to the Office of Administrative Hearings. (See attached form for members electing to utilize the Office of Administrative Hearings.)

Governing Board Meeting – May 20, 2019

Agenda Item: #15

BOD#: 2020-05-14

Agenda Item Title

Vacation Accrual / Earned Leave Update

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

As part of integrating policies, not in Lexipol, The “floating holiday” will be added into our vacation accrues. Under the old policy, employees hired after July 1 each year receive no “floating holiday” until the following year. By placing the “floating holiday” into everyone’s vacation accrual, each SFMD employee would receive his or her “floating holiday” benefit. There is an added benefit for payroll. Payroll will no longer have to add the “floating holiday” for each employee manually. Labor was contacted. Captain Jon Williamson agreed with the “floating holiday” being added to the vacation accruals so that all employees would receive the benefit at the time of hire.

Years of Service	40-Hour Daytime Employees		42-Hour Shift Employees		56-Hour Shift Employees	
	Hours Per	Days	Hours Per	Days	Hours Per	Days
	Pay Period	Per Year	Pay Period	Per Year	Pay Period	Per Year
0 and 1	4.35	11.32	4.63	10.04	8.02	8.69
2	4.80	12.49	5.10	11.05	8.40	9.10
3	5.24	13.64	5.56	12.05	8.77	9.50
4	5.69	14.81	6.04	13.09	9.14	9.91
5	6.13	15.95	6.50	14.09	9.52	10.32
6	6.56	17.07	6.95	15.06	9.89	10.72
7	7.00	18.21	7.41	16.06	10.27	11.13
8	7.44	19.36	7.87	17.06	10.64	11.53
9	7.90	20.55	8.36	18.12	11.01	11.93
10	8.34	21.70	8.82	19.11	11.39	12.34
11+	8.78	22.84	9.28	20.11	11.79	12.78

No Motion



Go to Item 16

Go to Agenda

Governing Board Meeting – May 20, 2020

Agenda Item: 16

BOD#: 2020-05-15

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- **Senior Leadership Team**
- **Labor**

Recommended Motion:

N/A



Go to Item 17

Go to Agenda

Governing Board Meeting – May 20, 2020

Agenda Item: 17

BOD#: 2020-05-16

Agenda Item Title

New Business / Future Agenda Items

Submitted By

Board of Directors

Background/Discussion

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

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

N/A



Go to Item 18

Go to Agenda

Governing Board Meeting – May 20, 2020

Agenda Item: 18

BOD#: 2020-05-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 – May 20, 2020

Agenda Item: 19

BOD#: 2020-05-17

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from April 15, 2020

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)

April 15, 2020 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
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Fax (480) 982-3268

Fleet & Facilities Services
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Governing Board Meeting Minutes

April 15, 2020

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, APRIL 15, 2020. 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 (VIA CONFERENCE CALL) AND BEGAN AT 5:40 PM.

A. Call to Order

Chairman House called the meeting to order at 5:40 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Chairman House.

C. Roll Call

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

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 via conference call).

1. Review and approval of the March 2020 financial reports and bank reconciliations. (BOD #2020-04-01)

Motion by Director Cross to approve the March 2020 financial reports and bank reconciliations.

Seconded by Director Moeller.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-03-02)

April 2020 Service Anniversaries

16 Years of Service:

Community Risk Reduction Specialist, **Tina Gerola**



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3 Years of Service:

Paramedic **Ryan Tonelli**

2 Years of Service

Paramedic **Michael Bigg**

3. Call to the Public. (BOD #2020-04-N/A)

Due to the Covid-19 virus, the Board Meeting was a closed-door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no person from the public over the conference phone.

4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-04-03):

- A. Board Meeting Minutes from March 18, 2020
- B. Special Board Meeting Minutes from April 2, 2020
- C. Disposition of Surplus Property – Toshiba Ricoh Copier -Donation

Motion by Director Strand to approve all consent agenda items for April 15, 2020.

Seconded by Director Cross.

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

5. Discussion and possible approval of the next Fire Chief Selection – Ad-Hoc Committee Request for Proposal (RFP): About SFMD, Fire Chief Job Description and Executive Recruiting RFP. (BOD #2020-04-04)

This item was pulled from the agenda and will be added to the May 2020 agenda in order to give all Board Members more time to review the documents revised by SFMD's attorney.

6. Discussion and possible action regarding emergency check signing authority. (BOD #2020-04-05)

Reviewed check-signing policy.

Policy will continue as it has been for two Board members to sign checks and Roger Wood signs if we cannot get second Board Member to sign in a timely manner for time sensitive payments. Fire Chief Farber has not been an authorized signer and will continue to not be responsible for check signing. Should the checks need to leave the Administration building to acquire a Board Member's signature in a timely manner, Board Members will be notified of such need.

NO MOTION



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7. Discussion and possible approval of cancellation Intergovernmental Agreement (IGA) with the Town of Florence and the Town of Superior for the Repair and Maintenance of their Fire Apparatus and related Fire Equipment. (BOD #2020-04-06)

Assistant Chief Richard Ochs explained why SFMD made a business decision to terminate the fleet service agreements with the Town of Florence and the Town of Superior. SFMD will continue to honor the current agreement until June 30, 2020. Both Fire Chiefs from Florence and Superior understand why this is necessary and are currently making other arrangements for fleet services. SFMD simply does not have enough staff to continue to service Florence and Superior. There was a concern that terminating these services could adversely affect the District's future expansion / annexations / merging of departments. Fire Chief Farber said Florence knew this would be happening as they have grown a lot and are bigger than we can service. We still have a great relationship with both Florence and Superior.

Motion by Director Cross to cancel the Intergovernmental Agreements between the Town of Florence Fire Department and the Town of Superior Fire Department effective June 30, 2020.

Seconded by Director Moeller.

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

8. Discussion and possible approval of a new contract for on-call plumbing services between SFD and Gingo Plumbing LLC. (BOD #2020-04-07)

This item was pulled from the agenda and will be added to the May 2020 agenda in order to give all Board Members more time to review the documents revised by SFMD's attorney.

No Motion.

9. Discussion and presentation of the following Policies brought for review at the March 18, 2020 Board Meeting for final approval at the April 15, 2020 Board Meeting. (BOD #2020-03-12)

- 701 – Personal Communication Devices
- 900 – Illness and Injury Prevention Program
- 901 – Arizona Division of Occupational Safety and Health Inspections
- 902 – Arizona Division of Occupational Safety and Health Notifications of Illness, Injury or Death
- ~~903 – Communicable Diseases~~ (removed for further review)
- 904 – High-Visibility Safety Vests
- 905 – Soft Body Armor
- 906 – Apparatus / Vehicle Backing
- 907 – Heat Illness Prevention Program
- ~~908 – Respiratory Protection Program~~ (removed for further review)
- 909 – Personal Alarm Devices
- 910 – Health and Safety Officer (HSO)
- 911 – Vehicle Seat Belts
- 913 – Ground Ladder Testing
- 915 – Hazardous Energy Control



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- 916 – Hazard Communication

Motion by Director Cross to approve policies: Personal Communication Devices, Illness and Injury Prevention Program, Arizona Division of Occupational Safety and Health Inspections, Arizona Division of Occupational Safety and Health Notifications of Illness, Injury or Death, High-Visibility Safety Vests, Soft Body Armor, Apparatus/Vehicle Backing, Heat Illness Prevention Program, Personal Alarm Devices, Health and Safety Officer (HSO), Vehicle Seat Belts, Ground Ladder Testing, Hazardous Energy Control, Hazard Communication.

Seconded by Director Moeller

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

10. Discussion, presentation and possible approval of the following Policies brought for review at the April 15, 2020 Board Meeting for final approval at the May 20, 2020 Board Meeting. (BOD #2020-04-09)

- Fire Station Safety
- Grievance Procedure
- Employee Discipline

No Motion

11. Reports (BOD #2020-04-10)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- COVID-19 Update
- Workers Compensation Risk Pool
- Friday, April 3rd, 2020 met with Kelly Townsend, Mayor Serdy and Pinal County Supervisor House to sign a declaration to release information regarding COVID-19 virus victims and their locations.
- Former Board Chairman Jim Cowles passed away Monday, April 13th.

Deputy Chief Jeff Cranmer

- Review of recent Incidents and Training

Assistant Chief Rick Ochs

- ImageTrend Elite Inspection Module
- Facilities maintenance / repair with remaining funding
 - Painting at FS264 & FS265
 - Concreate repairs at FS265
 - Roof repairs and pigeon control at FS263

Growth & Development

- Sunbelt Rentals



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- Filibertos update
- Tenant Improvements; Walmart, McDonalds, Horizon Health, GC Internal Medicine, KOA, Edward Jones, Bank of America and Captains Bar

Administrative Services Director Anna Butel

- COVID-19 Directives review
- Justin Elliott (Brother of Dan Elliott) introduction; new Transportation Services Paramedic. Started on March 26.
- Technology Updates
 - The addition of WebEx
 - Transport Layer Security (TLS)

Fire Chief Farber stated that he signed a Memorandum of Understanding with between SFMD and Pinal County Public Health that will designate Eileen Blackstone as a point of contact with data for people who have tested positive for COVID-19. We had to make sure we understood the HIPPA implications. This is important information to know to protect our people.

12. New Business / Future Agenda Items. (BOD #2020-04-11)

The Board Members agreed that Director Cross would be able to sign Board documents in lieu of Clerk Chamberlain not being there in person.

13. Announcements (BOD #2020-04-N/A)

Chairman House states that Pinal County now officially owns Mountain View and Jacob Waltz Roads. These roads should be opened by late May. Mountain View will be open between Pioneer Street and Highway 88. Initially these roads will remain dirt, until funding is secured for paving.

14. Adjourn (BOD #2020-03-12)

Motion by Director Cross at 7:13 P.M. to adjourn the meeting

Seconded by Chairman House.

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

Governing Board Approval:

Board Clerk Kathleen Chamberlain
Sherry Mueller

Appendix B

B Mediacom Contract Renewal

Agenda Item Title

Mediacom Contract Renewal

Submitted By

Mike Farber, Fire Chief

Anna Butel, Admin Services Director

Background/Discussion

SFMD implemented the Mediacom Fiber Optic Network about five years ago. The fiber-optic network provides a stable environment for the SFMD network operations. The TLS agreement ties all of our locations together while the PRI operates the phone system. Monthly charges are listed below. There is a decrease in pricing from the previous agreement.

	Monthly Charge
All Locations (Internet)	\$950.00
Admin	\$949.00
Annex	\$550.00
RTC	\$600.00
261	\$600.00
262	\$550.00
263	\$600.00
264	\$600.00
265	\$550.00
PRI (DID)	\$11.00
23 B Channel PRI	\$404.00

Financial Impact(s)/Budget Line Item

100-10-60310-08

150-10-60310-08

Enclosure(s)

Apache Junction FD TLS and DIA Agreement

Apache Junction FD PRI Agreement



Primary Rate Interface(PRI) ISDN Service Agreement

This Primary Rate Interface(PRI) ISDN Service Agreement,MC-490570 is made by and between (“**Mediacom**”) and **Apache Junction Fire District** 565 N Idaho Rd Apache Junction, AZ 85119 (“**Customer**”).

Agreement: References to this “**Agreement**” are to the following, collectively: (i) this “**Service Agreement**” document, (ii) each applicable **Service Annex** attached hereto and incorporated herein by reference, and (iii) the **Service Agreement - General Terms** attached hereto and incorporated herein by reference (the “**General Terms**”), in each case as may be amended from time to time in accordance with this Agreement. In the event of any conflict or inconsistency between the terms contained in the documents comprising this Agreement, such conflict or inconsistency be resolved giving effect to the following order of precedence (i) this Service Agreement document, (ii) an applicable Service Annex, and then (iii) the General Terms. Capitalized terms used but not specifically defined herein shall have the meaning given to them under the General Terms.

Services: A description of each Service, together with the relevant location (“**Service Location**”), and recurring and non-recurring charges is contained in the Service Annex. Pursuant to the terms of the Agreement and subject to the terms of the General Terms, Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, Primary Rate Interface(PRI) ISDN and certain ancillary services directly related thereto, the “**Service**” to be installed at the Service Location.

SERVICE AND AGREEMENT TERMS: This Agreement is binding upon and inures to the benefit of both parties beginning on the **Effective Date** and, unless sooner terminated in accordance with its terms, shall continue in effect for an initial term of 3 Years following the Start Date (the “**Initial Term**”). Unless otherwise provided in this Agreement, each Service shall be available to Customer, subject to the terms of this Agreement, for the initial term specified on the applicable Service Annex (the “**Initial Service Term**”). Unless otherwise provided on the applicable Service Annex, each Service Term shall automatically renew for successive one-month terms upon the expiration of the initial Service Term or any renewal term, unless earlier terminated pursuant to this Agreement or unless either party notifies the other in writing at least thirty (30) days prior to the end of the then-current term that it does not wish to renew (the Initial Service Term together with any and all renewal terms, the “**Service Term**”). If any Service Term renews, then the term of this Agreement shall likewise renew for the same renewal period (the Initial Term together with any and all renewal terms, the “**Term**”). Mediacom may, at any time and upon sixty (60) days written notice to Customer prior to the expiration of the Initial Term or any renewal term, notify Customer in writing of changes to the Service or the terms of the Agreement (including fees) to become effective at the start of the next renewal term. Unless Customer notifies Mediacom not later than thirty (30) days prior to the commencement of such renewal term, that it intends to terminate the Agreement, then the Agreement, as so changed, shall automatically renew for such renewal term.

ESTIMATED AVAILABILITY DATE: Mediacom estimates it will first make the Services available to the Customer **30** days following the date on which Mediacom executes this Agreement (the “**Estimated Availability Date**”).

By its signature below, Customer acknowledges that it has read and understands the terms of this Agreement, including, but not limited to, Service and related charges listed in Service Annex, and the General Terms, which contain provisions materially affecting the Service and the parties’ respective rights and obligations, and Customer agrees to be bound by all such terms, effective as of the date last signed by the parties below (the “**Effective Date**”).

MCC Telephony of the West, LLC
Mediacom

Signature

Printed Name

Date

Notify Address

Mediacom Business Solutions

Attn: Legal Dept and Nancy Tom

1 Mediacom Way

Mediacom Park, NY 10918

Telephone: (845) 443-2600

Fax: (845) 698-4570

Apache Junction Fire District
Customer

Signature

Printed Name

Date

Notify Address

Apache Junction Fire District

Attn: Clifton McKay

565 N Idaho Rd

Apache Junction, AZ 85119

Telephone: (602) 454-0471

Fax:

Service Agreement - General Terms

Mediacom Communications Corporation, a Delaware corporation ("Mediacom"), including through its affiliates, operates communications networks that that can be used for transporting voice, data and/or video signals (the "Mediacom Network"). From time to time, Mediacom (or certain of its affiliates) may elect to offer to commercial, governmental and other customers various Services based upon use of the Mediacom Network. These General Terms (these "General Terms") apply to any Customer seeking to purchase Service from Mediacom pursuant to an executed Service Agreement that incorporates these General Terms by reference.

Capitalized terms used, but not defined, in these General Terms shall have the meaning given to them in the body of the Service Agreement. In the event of any conflict or inconsistency between the terms contained in these General Terms and the terms set forth under any of the documents comprising the Agreement, such conflict or inconsistency shall be resolved giving effect to the following order of precedence (i) the Service Agreement, (ii) an applicable Service Annex, and then (iii) these General Terms.

1. PROVISION OF SERVICE

(a) **Services.** Subject to the terms of the Agreement, including the performance of Customer's responsibilities and obligations, Mediacom will provide the Service(s) to Customer. Customer agrees that certain Services may not be available in all Mediacom service areas and that Mediacom, upon entering into the Agreement with Customer, may at its discretion, utilize one or more affiliates or third parties to deliver the Services ("Third Party Services") to Customer. The Third Party Services may be subject to additional terms and conditions. Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Customer is responsible for all use of the Services including for all Users accessing the Services by or through Customer. "User" means, with respect to any Service, any person that uses or accesses Service(s) provided to Customer hereunder, whether or not authorized.

(b) **Architecture.** Mediacom will have complete discretion in determining the architecture of the infrastructure for providing any Service (including the Equipment (as defined in Section 4 below) to be used) and all work to be performed to connect the Service at each relevant Service Location. Mediacom may modify the architecture and work plan, and replace Equipment, at any time and from time to time. Customer is responsible for obtaining, operating and maintaining and ensuring compatibility of all equipment, wiring, software and other items needed on its side of each demarcation point in order to use the Service. If the Service cannot be used because of the incompatibility of any equipment on Customer's side of a demarcation point, Customer will remain liable for all fees and charges under the applicable Service Agreement. In no event will Mediacom be responsible for any loss or damage to any equipment or facilities on Customer's side of a demarcation point arising from or in connection with the provision or non-provision of any Services under the Agreement, except to the extent of any gross negligence or willful misconduct on the part of Mediacom.

(c) **Tariffed Services.** Provision of the Services may become subject to tariffs filed with the Federal Communications Commission and/or certain state regulatory agencies having jurisdiction over the Services. Mediacom shall use commercially reasonable efforts to notify Customer in writing in a timely manner in the event that the Services become subject to filed tariffs, and such filed tariffs require modifications to the rates, terms or conditions under the Agreement

2. START DATE

Service Term and billing will commence on the first date that the Service is made available by Mediacom at the demarcation point for regular use whether or not Customer has completed work or steps necessary on its part to use the Service.(the "Start Date"). If Mediacom becomes aware that the Start Date will be delayed significantly beyond the date that has been identified by Mediacom as the proposed Start Date (the "Estimated Availability Date"), Mediacom will notify Customer of a new Estimated Availability Date. If the Start Date does not occur within ninety (90) days after the Estimated Availability Date, and such delay is not due to any Force Majeure Event (as defined in Section 21(b)), or any act or omission of Customer, including any failure of Customer to perform any responsibility or obligation under the Agreement, then Customer may, as Customer's sole right and remedy, terminate the applicable Service Annex by giving Mediacom written notice within seven (7) days after such ninety (90) day period expires. The foregoing notwithstanding, Mediacom shall have the right to commence billing on the Start Date or, if Mediacom determines Customer did not fulfill its obligations as defined in Section 4 of General Terms, the date estimated to have been the Start Date.

3. PAYMENT OF FEES AND CHARGES

(a) **Fees and Charges.** Customer agrees to pay Mediacom, when due, all fees and charges applicable for each Service, without offset or reduction, and to pay (or reimburse Mediacom for its payment of) all applicable Taxes (as defined in subsection (d) below), however denominated, together with any related interest or penalties, from time to time levied upon Customer or Mediacom (or any of its affiliates). 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. Payments shall be due within thirty (30) days after the date of the invoice (the "Due Date"). Customer may dispute any charges for a period not to exceed thirty (30) days from the Due Date (the "Dispute Period"). In the event Customer disputes any billing by Mediacom, Customer shall notify Mediacom in writing with an explanation for the dispute, and shall nevertheless pay all charges not disputed in good faith by the Due Date. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to Mediacom. If the dispute is subsequently resolved in favor of Mediacom, Mediacom shall re-invoice the disputed amount owed then from the original Due Date, together with any applicable interest calculated in accordance with Section 3(b) below, and Customer shall pay all such amounts within thirty (30) days after the date of the reissued invoice.

(b) Interest. Overdue payments shall accrue interest at a rate of 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency and attorneys' fees, and other reasonable costs of collecting any overdue amount. If payment is not received by Mediacom within thirty (30) days following the date of the applicable invoice, then Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided, however, no failure of Mediacom to provide such notice will be deemed a bar to suspension or a breach of the Agreement by Mediacom.

(c) Adjustment. Mediacom may increase or add fees and charges for any Service, in its sole discretion and upon at least thirty (30) days' prior written notice to Customer. Unless otherwise expressly provided in the Agreement, the fees set forth in the Agreement do not include access, egress, or any other charges imposed by any third parties, which such costs, expenses and charges shall be paid solely by Customer.

(d) Taxes. Mediacom shall have the right to invoice Customer for, and Customer shall pay, any applicable federal, state or local sales, use, or excise taxes, fees or surcharges in connection with the Services furnished to Customer pursuant to the Agreement, including state and federal Universal Service Fund contributions, but excluding any taxes based upon Mediacom's property or net income. In addition, Customer shall pay all gross receipts taxes which may be passed through by Mediacom under the rules of any federal, state or local governmental authority. Notwithstanding the foregoing, Customer shall not be liable for any gross receipts taxes enacted or imposed in lieu of state or local income or franchise taxes.

(e) Exemption Documentation. Customer shall provide Mediacom with information, including but not limited to duly executed exemption certificates with respect to any exemption from sales, use or other tax or fee exemption claimed by Customer and shall immediately notify Mediacom of any change in Customer's tax status. To the extent any such exemption documentation is held invalid by the tax or governmental authority for any reason, Customer shall reimburse Mediacom for any tax liability including without limitation related interest and penalties arising from such invalid documentation.

(f) Tax Appeal. Customer and Mediacom shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority; provided however, the appealing party shall bear all costs and expenses associated with such appeal. Any liability related to taxes, fees, penalties, and interest arising in connection with a charge or assessment by any taxing authority shall be allocated to the parties in accordance with this Section.

4. ACCESS TO PREMISES

(a) Access. At each Service Location, Customer, at its expense, shall provide Mediacom with all necessary or desirable access to the land and structures associated with each Service Location for Mediacom to install, maintain, repair, replace, remove and operate the on-site cable, equipment, facilities and other items used by Mediacom to provide the Service (the "Equipment"), adequate floor space, rack space and other space, and adequate clean redundant electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will reimburse Mediacom to the extent that costs of construction, installation or repair or restoration of property disturbed or damaged during construction or installation are more than customary or reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any other person. Customer shall not move or tamper with, and will ensure that Equipment is not moved or tampered with, by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen. In non-emergency situations, Mediacom shall be permitted access upon notice to Customer during normal business hours or reasonable notice at other times. Access shall be permitted on a priority basis twenty-four (24) hours a day, seven (7) days a week to deal with an outage or emergency.

(b) Permits. Customer must obtain all rights-of-entry, rights-of-way, easements, licenses, consents, authorizations, and permits (collectively, "Permits") necessary (i) to allow Mediacom access to each Service Location from adjacent public rights of way that Mediacom has a right to use for purposes of providing the Service(s) to Customer, (ii) to allow Mediacom's provision of the Service and (iii) to allow establishment of the demarcation points, in each case pursuant to arrangements reasonably satisfactory and acceptable to Mediacom, when (x) such Permits relate to property owned, leased, controlled or used by Customer, (y) that in Mediacom's good faith judgment, Customer is in a better position to successfully secure such Permits or better terms for such Permits because of its status, relationship with key third parties or other factors, and/or (z) as Mediacom otherwise reasonably requires or requests. Upon request by Mediacom, Customer will provide to Mediacom all copies of Permits it obtains as soon as reasonably practicable. Without limitation, Customer shall obtain all Permits needed for Mediacom to perform all work, including but not limited to construction, installation, the making of structural alterations, maintenance, repair, replacement and retrieval of Equipment and other items installed by Mediacom on the premises. If any Permit is withdrawn, not renewed or modified, upon request by either party, the parties shall negotiate in good faith to amend the Agreement as necessary to reflect the loss of, or change to, such Permit. If the parties cannot agree on a modification to the Agreement, then to the extent possible, such portion of the Agreement affected by the loss or change to the Permit may be terminated; provided, however, if partial termination is not practical or it substantially alters the fundamental terms of the Agreement, then either party may terminate the Agreement in its entirety without further liability to the other party except for payment and other obligations already accrued.

(c) Inspection. Mediacom shall have the right to inspect any Service Location prior to the installation of the Equipment, and from time to time during the Term. During the Term, and upon Mediacom's request, Customer shall provide Mediacom with sufficient data to assist Mediacom in evaluating conditions at the Service Locations (including the presence of hazardous materials). Customer shall be responsible for removing

and remedying all hazardous conditions at the Service Locations prior to installation of the Equipment, and during the course of any Service Term hereunder.

(d) Cooperation. Customer shall cooperate, and cause its agents, contractors, suppliers, landlords, licensors and other third parties, to cooperate expeditiously and in good faith with Mediacom to enable the Service to be initiated and provided on a timely basis.

(e) Removal. Upon termination or expiration of any Service Annex, Customer will provide Mediacom with reasonable access to each Service Location to allow Mediacom to remove the Equipment for a period of at least sixty (60) days after such termination or expiration.

5. OWNERSHIP

As between the parties, all Equipment, fiber, cable, wiring, conduit and other property provided or installed by Mediacom ("Mediacom Facilities") shall remain the exclusive property of Mediacom and shall not become a fixture to any Service Location. Customer shall not have any option to buy or other right, title or interest in or to the Mediacom Facilities during or after the Service Term or following termination or expiration of any Service Annex. Customer shall not, and shall not permit any landlord or other third party to, (a) directly or indirectly create or suffer to exist any security interest, lien, charge or encumbrance of any kind on or with respect to any of the Mediacom Facilities, (b) interfere with provision of the Service or move, alter or disturb any of the Mediacom Facilities, (c) attach, connect or place any equipment, cable, or other item to or in any Mediacom Facilities or any related conduits, racks, lock boxes or similar items, (d) perform maintenance or other work on any Mediacom Facilities, or (e) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing. Customer shall take reasonable steps to protect the Mediacom Facilities from damage, loss or theft while at any Service Location and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom.

6. CUSTOMER'S OBLIGATIONS

(a) Compliance with laws. Customer's shall use of Service in compliance with all applicable laws, rules and regulations. Customer shall ensure that its Users' use of the Service complies with all applicable laws, rules and regulations, and shall ensure that each of its Users uses the Service (including all content transmitted via the Service) in compliance with all applicable laws, rules and regulations. If any provision of the Agreement contravenes or is in conflict with any such law, rule or regulation, then the terms of such law, rule or regulation shall take priority over the relevant provision of the Agreement. If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law, rule or regulation will take priority over the relevant provision of the Agreement, its attachments and exhibits only for purposes of those Service(s) to which the law, rule or regulation applies. Customer shall not interfere with or impair, and shall not use or permit the use of the Service in a manner that will interfere with or impair, Mediacom's Networks or Mediacom Facilities or the ability of other Mediacom customers to use and fully enjoy Mediacom's services. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, including without limitation any and all use by any Users, which use shall be deemed Customer's use for purposes of the Agreement; and (b) all content that is stored or transmitted via the Service.

(b) Cooperation. Customer will cooperate in any investigation of any alleged illegal or improper use of the Service. If Customer fails to do so, Mediacom may suspend the Service with or without notice. Additionally, Mediacom may modify or suspend the Service or take other action as necessary to comply with or obtain the benefit of any "safe harbor" or other protection under any law or regulation, including the Digital Millennium Copyright Act of 1998, as reasonably determined by Mediacom.

(c) User Support. Customer is solely responsible for providing the resources needed for Users to use the Service and providing User support including providing all direct first-level technical support to Users, diagnosing problems and using its reasonable efforts to provide solutions. Users are not third party beneficiaries of the Agreement and Mediacom shall have no obligation to deal directly with such Users.

7. SOFTWARE

(a) Software. Unless otherwise expressly provided in the Agreement, Mediacom is not obligated to provide any software or Customer premises equipment. If, in connection with the Services, Mediacom requires or permits 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 ("Licensors"), then use of any such Software is governed by the Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms"). Mediacom does not have any obligation to develop or provide any correction, enhancement, upgrade, new version, modification or replacement of any Software. Customer shall protect against and minimize any damage or harm that Customer or other Users might suffer if the Software or any portion thereof has errors or defects or fails for any reason.

(b) If Customer or any User of the Service or Software is an agency, authority or instrumentality of the U.S. Government, then Customer acknowledges and agrees that the Software, including any related documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items and (B) with only those rights as are granted to non-governmental customers or end-users. Mediacom or its Licensors reserve all unpublished rights. Such Software (i) was developed at private expense, (ii) is a trade secret of Mediacom or the applicable Licensor for purposes of the Freedom of Information Act, (iii) in all respects is proprietary data belonging solely to Mediacom or the applicable Licensor, and (iv) all rights are reserved under the copyright laws of the United States. Any use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (b)(3) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7014 (June 1995) (or, in each case, any equivalent agency regulation or contract clause).

8. INTELLECTUAL PROPERTY

Each party shall be the sole and exclusive owner of the software, technology, inventions, materials, know-how, trademarks, trade names, service marks, copyrighted materials and other intellectual property it supplies, discloses or makes available to the other party. Except for any licenses expressly granted by Mediacom to Customer or Customer to Mediacom in the Agreement or otherwise in writing, while they endure, nothing in the Agreement or any Additional Terms nor any course of dealing between Customer and Mediacom shall confer upon either party a license or other rights with respect to the intellectual property of the other party, whether by estoppel, implication, usage or otherwise. Subject to the foregoing, Mediacom may use the legal and trade names, trademarks and service marks of each Customer and its affiliates or related entities who use the Service (if any) to the extent reasonably necessary in order to perform its obligations and provide the Services pursuant to the Agreement and to comply with law.

9. PUBLIC STATEMENTS

Neither party shall issue any press release, announcement, marketing, advertising or other promotional materials concerning the existence of the Agreement or referencing the other party or its trade names, trademarks and service marks without the prior approval of the other party. Notwithstanding the foregoing, Mediacom may make announcements or send communications to its contractors, licensors or other suppliers to the extent required to perform its obligations under the Agreement.

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12. OPERATION; MAINTENANCE

(a) Except as otherwise expressly provided in the Agreement, Mediacom shall be responsible for operating and maintaining the Mediacom Network, all associated fiber, cable and equipment on its side of each demarcation point, and Customer, at Customer's sole cost and expense, shall be responsible for operating and maintaining all fiber, cable and equipment on Customer's side of each demarcation point. Customer is expressly prohibited from performing any maintenance or repair on any Mediacom Facilities. Mediacom shall have the right to take any action that Mediacom deems appropriate to protect the Mediacom Facilities and the Services.

(b) Mediacom may perform work to maintain or upgrade the Mediacom Network from time to time. Except in the case of an emergency, Mediacom will give Customer reasonable notice of maintenance outside of the regular maintenance window that is expected to adversely affect the functionality of the Service for more than thirty (30) minutes. If maintenance is required due to the fault of Customer or its Users, employees, agents, contractors, subcontractors or landlords or the failure, malfunction or inadequacy of any Customer-provided equipment, or other causes on Customer's side of the demarcation points, Customer shall reimburse Mediacom, upon demand, for its reasonable out-of-pocket costs associated with such maintenance at the then-prevailing market rate.

(c) Customer acknowledges that (i) provision of the Service may require transport over both the Mediacom Network and shared networks; (ii) Mediacom does not control the shared networks, the policies or procedures established by their owners, the maintenance, usage, allocation of capacity, bandwidth management and other specifications relating to the shared network or similar matters; and (iii) certain of Mediacom's equipment that connects the Mediacom Network to the Shared Networks may be under the control of third parties and, as a result, Mediacom's ability to access, repair and upgrade such equipment may be limited or subject to the rights and obligations of others to maintain the shared networks. As a result, notwithstanding any provision of any Agreement to the contrary, Mediacom will have no liability for the performance or failure of performance of the shared networks, if the operator of any shared network blocks, suspends or terminates usage of the Service or for any consequence of any of the foregoing.

13. WARRANTY DISCLAIMER

(a) **Warranties.** Each party hereby represents and warrants to the other party that such party has been duly formed and is in good standing in the state of its organization, that such party is qualified to do business in the states where the Services will be delivered, and that the execution of ANY Service Annex by such party has been duly authorized in compliance with such party's organization documents and procedures.

(b) **DISCLAIMER.** THE SERVICES, MEDIACOM FACILITIES AND EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY MEDIACOM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. MEDIACOM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT MEDIACOM'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE AGREEMENT AND MEDIACOM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(c) **Waivers.** To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws and provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or

limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of Mediacom collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(1) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement. The parties and their respective counsel agree that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(2) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arise out of or relate to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement (including any Service Annex hereunder).

14. TERMINATION

(a) Termination for Breach. Either party may terminate the Agreement if the other party breaches any material provision under the Agreement and fails to cure such breach within thirty (30) days after written demand; provided however, if the breach is curable but of such a nature that it cannot reasonably be cured within such thirty (30) day period and the breaching party in good faith begins efforts to cure it within such thirty (30) day period and diligently continues to cure, it shall have a reasonable additional period to effect the cure. Failure by Customer to make any payment when due shall constitute a non-curable material breach by Customer.

(b) Bankruptcy. If a party makes a general assignment for the benefit of creditors or is the subject of any voluntary or involuntary proceeding seeking any reorganization, liquidation, or other similar relief under any bankruptcy or similar law for the relief of debtors or protection of creditors, then the other party may terminate the Agreement upon written notice to such first party.

(c) Pre-Start Date Early Termination Liability. In the event that Customer terminates a Service at any time after the Effective Date and prior to the Start Date, Customer shall pay Mediacom on demand the cost of any third party-imposed termination liability incurred as a result of such termination, as well as any construction expenses or installation charges incurred by Mediacom prior to such termination.

(d) Post-Start Date Early Termination Liability. Except as otherwise set forth on a Service Annex, in the event that Customer terminates a Service on or after the Start Date but before the end of the applicable Service Term, Customer shall pay to Mediacom on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of (i) the full amount of all undisputed past due charges and interest thereon, if any, and (ii) the product of 75% of the combined Monthly Recurring Charges for the Services multiplied by the number of months remaining in the Service Term.

(e) Effect of Termination. Upon the expiration or any termination of the Agreement in accordance with its terms, all rights and obligations of each party shall immediately cease, except that (i) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and (ii) Customer shall promptly pay all accrued, but unpaid fees and charges through the date of termination or expiration.

15. INSURANCE

Customer shall carry such types and amounts of insurance as are reasonably necessary to meet Customer's obligations under each Service Annex, including without limitation its indemnification obligations set forth in Section 20. Upon request of Mediacom, Customer shall furnish to Mediacom certificates of such insurance.

16. NOTICES

Any notice required or permitted to be given under the Agreement or otherwise may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile or mailed by registered or certified mail, return receipt requested, charges prepaid and addressed to the intended recipient at such person's postal address or telecopier number indicated below, or to such other address or number as such party may from time to time specify by notice to the other party as provided herein.

- If to Mediacom, to it at the postal address, telecopier number or email address specified in the Agreement or, if there is no such specification, to it at One Mediacom Way, Mediacom Park, NY, 10918, fax no. 845-695-2699.
- If to Customer, to it at the postal address or telecopier number address specified in the Agreement or, if there is no such specification, most recently provided to Mediacom.

All notices and other communications given in accordance with these General Terms shall be deemed to have been given and received (i) when delivered by hand or transmitted by confirmed facsimile or, when authorized, sent by e-mail; or (ii) the next business day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt requested, except that a notice of a change of the notice address of a party shall not be effective until received by the other party.

17. DISPUTE RESOLUTION

(a) The parties will use good faith, commercially reasonable efforts to informally resolve any dispute, controversy or claim arising out of or relating to the Agreement ("Dispute"). A formal proceeding may not be commenced for sixty (60) days after one party notifies the other of a Dispute in writing, setting forth relevant facts in reasonable detail.

(b) After following the procedures set forth in Section 20(a), Mediacom may elect to have any Dispute resolved by binding arbitration in New York City by a single arbitrator, in accordance with the Agreement and the then-current commercial arbitration rules of the American

Arbitration Association. Mediacom's right to institute arbitration is not in limitation of its other rights or remedies under the Agreement or at law or in equity.

(c) Each party will be entitled to pursue any available equitable remedies without complying with the foregoing, including seeking a temporary restraining order or injunction in order to preserve and protect the status quo while such procedures are in progress. All applicable statutes of limitation will be tolled while any alternative dispute resolution procedures are pending.

18. SERVICE INTERRUPTIONS

(a) Service Interruptions. Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time (each such interruption, a "Service Interruption"), including during periods of routine or emergency maintenance of the Mediacom Network or the Equipment (a "Maintenance Interruption"), and that no Service Interruption, regardless of cause or reason, shall constitute a breach under the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 18. Mediacom will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Service Interruption.

(b) Service Credits. In the event of a complete loss of the Services which (i) is not a Maintenance Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as a result of equipment or connections that Mediacom does not provide, (v) is not the result of a Force Majeure Event (as defined below) and (vi) is reported to Mediacom within twenty-four (24) hours after the commencement of such interruption (each such interruption, to the extent it exceeds four (4) consecutive hours in duration, shall be referred to as an "Unscheduled Interruption"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the monthly recurring charge ("MRC") affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's MRCs (each credit, a "Service Credit"). No Service Credit or other credit will be provided for any Scheduled Interruption. Service Credits shall be Customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services. In no event shall Service Credits exceed the monthly recurring charged for the affected Service during the applicable month.

19. LIMITATION OF LIABILITY

(a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (the "Mediacom Parties") shall NOT be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential loss, harm or damages arising out of or in connection with the Agreement.

(c) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twelve (12) months of monthly recurring charges paid or payable by Customer under the agreement; provided however that with respect to the provision of service including any without limitation any delay, interruption, defect, outage, degradation, performance or non-performance thereof, the Service credits set forth in section 18(b) shall be customer's sole and exclusive remedy. In no event will Mediacom be responsible for any loss or damage to any equipment or facilities on Customer's side of a demarcation point arising from or in connection with the provision or non-provision of any service under this Agreement, except to the extent of any gross negligence or willful misconduct on the part of Mediacom.

(d) Each of the disclaimers and exclusions of and limitations on liability or damages contained in this section shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(e) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional fees.

(f) Each of the foregoing limitations contained in this Section will (i) apply regardless of form of action, any claim that breach of the Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) apply to the maximum extent permitted by law and (iii) survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

20. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless all Mediacom Parties from and against all damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto (collectively the "Losses") incurred by or awarded against Mediacom arising out of or in connection with (i) personal injury, including death, or tangible property damage in connection with its performance under the Agreement; (ii) any breach by Customer of the terms under the Agreement or Customer's obligations, covenants, representations or warranties contained herein and therein; (iii) the operation or conduct of

Customer's business; or (iv) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations shall survive the expiration or termination of the Agreement.

21. MISCELLANEOUS

(a) Modifications. Mediacom reserves the right to modify the Mediacom Network and its components in any manner. Mediacom is not responsible if modifications cause equipment or software not provided by Mediacom to require replacement or modification. In the event that a decision by a communications regulatory authority or court with competent jurisdiction at the federal, state or local level ("**Decision**") has the effect of canceling, changing, superseding or frustrating any material term or provision of this Agreement or otherwise materially changing the economic structure of the transactions contemplated hereunder, then Customer acknowledges and agrees that Mediacom may pass through to Customer any such increased costs unless Customer establishes an exemption from such cost; provided that Mediacom shall not pass through such costs on a discriminatory basis.

(b) Force Majeure. Mediacom shall not be liable for any Loss, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond its reasonable control ("**Force Majeure Event**"), including (i) acts of God; (ii) delay in obtaining or failure to obtain or expiration, non-renewal, revocation or loss of any Permit; (iii) unscheduled service interruptions due to fiber network cuts that are beyond Mediacom's reasonable control, (iv) fire, lightning, storm, flood or other natural disaster; (v) acts or failures to act of any governmental authority including the making or changing of any order, law or rule of any governmental authority or the interpretation or application thereof; (vi) unavailability of third-party services or components on customary and commercially reasonable terms; (vii) failure or delays in delivery of, materials or services of third parties; (viii) any injunction or restraining order; (ix) military mobilization or call-up, revolution, rebellion, act of sabotage or terrorism, insurrection or riot, war or warlike operations; (x) epidemics or quarantine restrictions; or (xi) strikes or other labor action. If any Force Majeure Event increases the time necessary for performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance, equal to at least one day for each day of delay resulting from the Force Majeure Event. Without limiting the generality of the foregoing, Customer acknowledges that Mediacom does not own or control all elements or components of the network or other resources used to provide the Service and agrees that Mediacom's obligations are conditioned upon its ability to secure and retain from third parties suitable resources, rights and services at costs comparable to those currently incurred and otherwise without unreasonable expense, conditions or requirements. If failure of performance by Mediacom due to a Force Majeure Event is for thirty (30) days or less, the affected Service shall remain in effect. If the Force Majeure Event continues beyond thirty (30) days, thereafter upon ten (10) days written notice to Mediacom, Customer may terminate only the affected Service(s), without incurring any penalty or further obligation to Mediacom (including cancellation or termination charges). If Mediacom asserts the applicability of this Section, it shall use commercially reasonable efforts to provide prompt notice to Customer of the commencement and ending of the Force Majeure Event.

(c) Independent Contractors. Nothing in the Agreement shall be deemed to create any relationship between Mediacom and Customer other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement and each party shall have exclusive control of the manner and means of performing its obligations under the Agreement. The Agreement does not render either party the employee, agent or legal representative of the other party and does not create a partnership or joint venture between Customer and Mediacom. Neither party shall have any authority to enter into any agreement on behalf of or bind the other party in any manner whatsoever without the prior written consent of the other party. Customer acknowledges that the Service is provided on a non-exclusive basis and Mediacom may provide similar services to others. Except as described in Section 7, no license under copyright, patent or other intellectual property is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

(d) Persons Bound; No Third-Party Beneficiaries; Assignability. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No User or other person is a third-party beneficiary of the Agreement. Customer is not a third-party beneficiary of any agreement or arrangement between Mediacom and any affiliated or unaffiliated third-party provider of any facilities or services used to furnish the Service. Customer may not assign or delegate the Agreement or any of Customer's rights or obligations hereunder or thereunder without Mediacom's prior written consent. Mediacom may freely assign, delegate or subcontract any of its rights or obligations under the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. Mediacom may use contractors for the performance of any maintenance, monitoring or other tasks contemplated by the Agreement.

(e) Severability. If any provision of the Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions, and the application of such provisions to other persons or circumstances or in other jurisdictions, shall be unaffected. Such court may substitute a suitable and equitable provision to carry out, so far as may be enforceable, the intent of the unenforceable provision and, if such court shall 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 with respect to any other jurisdiction.

(f) Governing Law; Jurisdiction. The Agreement shall be governed by the laws of the State of organization of the Mediacom entity that executes the Agreement, without regard to or application of conflicts of law rules or principles.

(g) Entire Agreement. The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral agreements, representations, warranties or promises, if any, previously existing between the parties with respect to such subject matter are canceled. No course of dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement. The statements made by a party otherwise than in an express provision of the Agreement are not representations or warranties and do not create obligations.

(h) Amendment; Waivers; Counterparts. No subsequent agreement among the parties concerning the Service (including, without limitation, any amendment) shall be effective or binding unless it is agreed to in writing by authorized representatives of the parties. No waiver of any of the provisions of the Agreement shall be binding unless it is in writing and signed by both parties. The waiver by any party hereto of a breach or default under any of the provisions of the Agreement, or the failure of either party on one or more occasions to insist on the strict enforcement

of any provision of the Agreement or to exercise any right or privilege hereunder or in the Agreement shall not constitute or be construed as a waiver of any subsequent breach or default of a similar nature, or any provision, rights or privileges, and all such terms shall remain in full force and effect. The Agreement may be executed in counterparts and may be executed by facsimile signatures and delivered by the exchange of signature pages by telecopier or other lawful means.

(i) Remedies Are Cumulative. Unless otherwise expressly stated in the Agreement, all remedies available to Mediacom under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. No exercise of any suspension, blocking or termination right granted in the Agreement nor any consequence thereof (whether or not foreseeable by Mediacom) shall give rise to any claim by or liability to Customer. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

(j) Binding Agreement. Each party represents and warrants to the other that it has the authority to execute, deliver and perform The Agreement, and that the Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

(k) Confidential Information. No party or any of its affiliates (the "Receiving Party") shall, without the prior written consent in each instance of the other party (the "Disclosing Party"), shall disclose to any third party any confidential information supplied to the Receiving Party by the Disclosing Party or any affiliates of the Disclosing Party which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE and which is not otherwise generally available to the public, has not been independently developed by the Receiving Party, and has not previously been known by or disclosed to the Receiving Party by a third party not bound by confidentiality restrictions (collectively, "Confidential Information"). The terms and conditions of the Agreement (including all attachments and exhibits thereto), as well as pricing information exchanged in connection with the Agreement, or included in any Service hereunder, and all non-public information of either party or its affiliates which was disclosed to the other party in connection with the discussions leading up to the execution of the Agreement, are hereby designated as Confidential Information without further obligation on the part of either party to mark or designate it as such. The Receiving Party shall not use any Confidential Information of the Disclosing Party or its affiliates for any purpose other than the performance of its obligations under the Agreement, nor permit any of its employees, affiliates, or representatives to disclose such Confidential Information to any third person, and it shall disclose Confidential Information only to those of its employees, affiliates, and representatives who have a need for it in connection with the use or provision of Services or other obligations required to comply with the Agreement. Each party shall protect the Confidential Information of the Disclosing Party or its affiliates from both unauthorized use and unauthorized disclosure. Upon cessation of Services, or upon written request, each party shall return or destroy all Confidential Information of the other. Prior to disclosing Confidential Information to its employees, affiliates, and/or representatives, the Receiving Party shall notify such employees, Affiliates, and representatives of their obligation to comply with this Section 21(k). If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose such Confidential Information, provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, unless required by law, prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with the requirements of this Section 21(k) with respect to all or part of such Confidential Information. Unless required by applicable law, no party without the written consent of the other party, shall provide a copy of this Agreement in whole or in part to any third person or entity not employed or retained by Mediacom or Customer. The provisions of this Section 21(k) shall survive for a period of five (5) years following the date of initial disclosure of that Confidential Information or five (5) years beyond termination or expiration of the Agreement, whichever is greater.

(l) Certain Rules of Interpretation. The headings of sections and subsections of the Agreement shall not affect in any way the meaning or interpretation of the Agreement. All definitions apply equally to the singular and plural forms of the terms defined. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." If any example is given (through the use of the words "such as," "for example," "e.g." or otherwise) of the meaning, intent or operation of such provision, such example is intended to be illustrative only and not exclusive or limiting. The word "or" means "and/or." The term "person" is to be broadly construed and includes any natural person, corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental or quasi-governmental agency or instrumentality. An "affiliate" of any person is any other person that directly or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such first person, with "control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(m) Time for Asserting Claims. To the maximum extent permitted by applicable law, Customer agrees that any claim against Mediacom arising out of or related to the Agreement must be presented to Mediacom in writing within one (1) year of the date of the occurrence of the event or facts giving rise to such claim, or such claim shall be deemed conclusively to have been waived and shall be forever barred. Any payment disputes by Customer shall be raised on or before the due date for the applicable payment; all other disputes are deemed waived.

(n) Entire Agreement. The Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other oral or written documentation of agreements between the parties thereto with respect to the subject matter thereof.

22. [INTENTIONALLY LEFT BLANK]

Service Annex

ENTERPRISE NETWORK PRIMARY RATE INTERFACE

This Attachment contains the terms and conditions applicable to Customer’s purchase and use of Mediacom’s Enterprise Network Primary Rate Interface Service (“**PRI Service**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. DESCRIPTION OF SERVICE:

(a) PRI Service. PRI Service is a form of Integrated Service Data Network (“ISDN”) which is comprised of 23 B Channels used for outbound, inbound and two-way network access for voice traffic to and from a Customer’s designated facility, and one D channel for signaling. PRI Service connects traffic from a Customer’s designated facility to the Public Switched Telephone Network (“PSTN”) using a T1 line.

(b) Technical Specifications. PRI Service is a multipurpose, high speed, multiplexed digital interface based on international standards (ITU-T), national standards (ANSI T1S1), and Telecordia (Bellcore) technical references. PRI uses a 1.544 Mbps (DS1) digital interface, structured to contain bearer channels for the transport of user information with a message-oriented out of band signaling channel for control of the bearer channels.

(c) Configuration and Features. Mediacom’s PRI Service is capable of providing the following features and capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Auto-Attendant, Hunt Groups; DID Number Assignment and Porting, and Outbound Calling Restrictions, and Directory Listing. PRI Service also includes access to Mediacom’s Long Distance Service, which is provided subject to additional charges set forth in Section 4 herein.

(d) Performance Standards. Mediacom will make commercially reasonable efforts to ensure 99.99% availability of PRI Service during the Service Term.

2. TECHNICAL SUPPORT AND MAINTENANCE:

(a) Technical Support. Mediacom shall provide Customer a toll-free telephone number for trouble reporting and technical support for related service inquiries. Mediacom’s Technical Support staff will not offer consulting or advice on issues relating to CPE or any equipment not provided by Mediacom. Mediacom shall notify Customer in the event that Mediacom becomes aware of significant issues affecting service quality and shall provide a monthly report of Mediacom’s conformance against SLAs.

(b) Reporting Technical Issues. Customer shall report problems with PRI Service by contacting Mediacom’s Technical Support. Mediacom will open a trouble ticket and provide Customer a tracking number. For the purpose of determining the applicable credit, if any, as Service Outage begins when the trouble ticket is issued and ends when Service is restored. Credits are provided to Customer only upon request by Customer and after review and validation by Mediacom. The resources, equipment and methodology used to measure service level metrics are determined by Mediacom in its reasonable discretion.

(c) Response and Restoration. Mediacom will make commercially reasonable efforts to respond to technical support calls within one (1) hour, and to resolve technical issues and restore PRI Service within four (4) hours of issuance of a trouble ticket.

3. SERVICE LEVEL AGREEMENT:

(a) Service Interruption. Service Interruption means a failure of the PRI Service to transmit or receive voice traffic due to system or other errors attributable directly to Mediacom’s personnel, software, hardware and not specified in the Exceptions below.

(b) SLA Credits. Customer shall be entitled to receive SLA Credit against future monthly charges, as set forth in the table below, for Service Interruptions for more than the period of time set forth in the table. In no event will SLA Credits in any one month exceed 100% of the Customer’s Monthly Recurring Charge for the month in which the Service Interruption occurred. Mediacom will use commercially reasonable efforts to issue SLA Credits in the month following the month in which the SLA Credit is validated by Mediacom (and in no event later than the month following that month). In order to qualify for an SLA Credit, Customer must request the SLA Credit within thirty (30) days of the incident.

SLA Credits	
Cumulative Unavailability	Monthly Recurring Charge SLA Credit
00:00:01 – 01:00:00	No Credit
01:00:01 – 02:00:00	5%
02:00:01 – 05:00:00	10%
05:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(c) Exceptions. A Service Interruption shall not qualify for an SLA Credit if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Mediacom, including, without limitation, Customer’s Users, third-party network providers; any power, equipment or services provided by third parties; computer viruses; any period of time where Mediacom is not provided access to perform the required maintenance or repair, or where Customer elects not to release the affected Service for testing or repair; or an event of Force Majeure as defined in the Service Agreement.

(d) Chronic Outages. Customer may elect to terminate PRI Service prior to the end of the service term without termination liability if, for reasons other than those set forth in Section 3(c) above, PRI Service experiences a Service Interruption on three (3) or more separate occasions of more than two (2) hours each, or for more than forty-eight (48) hours in the aggregate in any calendar month.

(e) Exclusive Remedies. The SLA Credit schedule set forth herein shall be Customer’s sole and exclusive remedy for any Service Interruption, outage, unavailability, defect, delay, or other degradation or any failure by Mediacom to meet the Service objectives set forth herein.

4. SERVICE DESCRIPTION AND PRICING:

Initial Service Term:	3 Years			
Product Description	Quantity	Monthly Recurring Charges*	Total Monthly Rate	Install/Setup Fee**
Additional DID Numbers (block of 20 = 1)	2	\$5.50	\$11.00	\$0.00
23 B Channel PRI	1	\$404.00	\$404.00	\$0.00
Totals:			\$415.00	\$0.00

*Rates do not include applicable taxes, regulatory fees, surcharges and the like

**Non-Recurring/Service Activation charges do not include outside plant requirements

**Non-Recurring charges do not include construction costs

5. SERVICE LOCATION:

Location Name and address
Apache Junction Fire District 565 N Idaho Rd Apache Junction, AZ 85119

6. CONTACTS AND BILLING INFORMATION:

Site Contact	Clifton McKay	cmckay@pniaz.com	(602) 454-0471
Technical Contact	Clifton McKay	cmckay@pniaz.com	(602) 454-0471
Contract Signer			

Billing Company Name:	Apache Junction Fire District
Billing Attention to:	
Billing Address:	565 N Idaho Rd Apache Junction, AZ 85119
Billing Contact:	

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

DEDICATED INTERNET ACCESS (DIA) and TRANSPARENT LAN SERVICE AGREEMENT

This Dedicated Internet Access (DIA) and Transparent LAN Service Agreement (the “**Agreement**”), MC-476714, is entered into by and between 1 Mediacom Way, Mediacom Park, NY, 10918 (“**Mediacom**”) and **Apache Junction Fire District** 565 N Idaho Rd Apache Junction, AZ 85119 (“**Customer**”).

Agreement: References to this “Agreement” are to the following collectively: (i) this “Agreement” document, (ii) each applicable **Service Annex** attached hereto and incorporated herein by reference, (iii) the **Business Acceptable Use Policy** (which can be viewed on Mediacom’s website at <http://www.mediacomtoday.com/baup>) (the “**BAUP**”), and (iv) the **Dedicated Internet Access and Transparent LAN Service Agreement – General Terms** attached hereto and incorporated herein by reference (the “**General Terms**”), in each case as may be amended from time to time in accordance with this Agreement.

SERVICES: A description of each Service, together with the relevant location (“**Service Location**”), and recurring and non-recurring charges is contained in the Service Annex. Pursuant to the terms of the Agreement and subject to the terms of the General Terms, and Business Acceptable Use Policy, Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, Dedicated Internet Access and/or Transparent LAN Services as listed in Service Annex and certain ancillary services directly related thereto, the “**Services**”, which access will be available at and through a specified point of interconnection (the “**Demarcation Point**”) between Mediacom’s facilities and networks (collectively, the “**Mediacom Network**”) and certain Mediacom equipment to be installed at a specified physical location at the Customer’s designated service location (such physical location, the “**Termination Location**”, and such service location, the “**Service Location**”).

SERVICE TERM: Unless earlier terminated pursuant to Section 6 of the General Terms, the initial term of the Agreement shall commence on the Effective Date and ends **36** months following the Turn-Up Date (the “**Initial Term**”). The Agreement will automatically renew for successive one (1) month terms (each, a “**Successive Term**”, and all such Successive Terms and the Initial Term collectively, the “**Service Term**”) upon the expiration of the Initial Term or any Successive Term, unless earlier terminated 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.

ESTIMATED AVAILABILITY DATE: Mediacom estimates it will first make the Services available to the Customer **100** days following the date on which Mediacom executes this Agreement (the “**Estimated Availability Date**”).

By its signature below, each party acknowledges that it has read the Agreement, Service Annex, Business Acceptable Use Policy, and the General Terms, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of the date last signed by the parties below (the “**Effective Date**”).

MCC Telephony of the West, LLC
Mediacom

Apache Junction Fire District
Customer

Signature

Signature

Printed Name

Printed Name

Date

Date

Notify Address

Notify Address

Mediacom Business Solutions
Attn: Legal Dept and Nancy Tom
1 Mediacom Way
Mediacom Park, NY 10918
Telephone: (845) 443-2600
Fax: (845) 698-4570

Apache Junction Fire District
Attn: Clifton McKay
565 N Idaho Rd
Apache Junction, AZ 85119
Telephone: (602) 454-0471
Fax:

Dedicated Internet Access and Transparent LAN Service Agreement - General Terms

Unless the context otherwise requires, any reference herein to the "Agreement" shall be deemed to include these General Terms and the BAUP.

1. Provision of the Services. (a) Subject to the terms of the Agreement and subject to the performance by Customer of its responsibilities thereunder, Mediacom shall provide to Customer during the Service Term those Services described in the Agreement, and Mediacom's responsibilities are expressly limited to the provision of such Services.

(b) Mediacom's responsibility to provide the Services ends at the Demarcation Point. Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Point.

(c) If Mediacom becomes aware that the Turn-Up Date will be delayed beyond the Estimated Availability Date, Mediacom shall notify Customer of the new Estimated Availability Date. The failure of the Turn-Up Date to occur by any Estimated Availability Date, or at all, shall not be a breach of the Agreement. If, for any reason other than the acts or omissions of Customer, the Turn-Up Date does not occur within one hundred (100) days after the latest established Estimated Availability Date, Customer's sole right and remedy shall be to terminate the Agreement by written notice to Mediacom given not later than five (5) business days after the expiration of such one hundred (100) day period, upon receipt of which notice Mediacom will refund the Installation Fee to Customer.

(d) In providing and performing the Services, Mediacom shall use commercially reasonable efforts to observe the normal standards of performance within the telecommunications industry in the relevant market.

2. Fees and Charges. (a) All Fees will be billed via invoice and payment of such Fees will be due in advance, prior to the provision of the applicable Services. Customer agrees to pay Mediacom all Fees by the due date specified in the applicable invoice, without offset or reduction. In addition, Customer promises to pay, or reimburse Mediacom for its payment of, any applicable federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon or in connection with the Services or otherwise related to the performance of the Agreement, any and all of which may be added to invoices rendered under the Agreement.

(b) During any Successive Term, the Fees are subject to adjustment and increase, at the sole discretion of Mediacom, upon thirty (30) days prior written notice to Customer.

(c) In the event that Customer fails to pay any Fees invoiced by Mediacom (i) within thirty (30) days following the due date specified in the applicable invoice, such unpaid Fees shall bear interest at an amount equal to the lesser of (x) 6% per annum and (y) the maximum amount permitted by law, and (ii) within sixty (60) days following the due date specified in the applicable invoice, Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided, however, no failure of Mediacom to provide such notice will be deemed a bar to suspension or a breach of the Agreement by Mediacom. Customer shall also reimburse Mediacom for all expenses (including reasonable attorney's fees) incurred by Mediacom in collecting past due amounts.

3. Tariffed Services. Provision of the Services may be subject to tariffs filed with certain state regulatory agencies having jurisdiction over the Services or the Federal Communications Commission ("**Tariffed Services**"). Tariffed Services shall be provided in accordance with the provisions of any applicable tariff, which provisions are incorporated herein by reference. In the event that the Fees, rates, terms and conditions set forth in the Agreement applicable to any Tariffed Service conflict at any time with those set forth in the applicable tariff, the rates, terms and conditions of the applicable tariff shall control. Mediacom shall notify Customer in writing in a timely manner of the conversion, at Mediacom's discretion and in Mediacom's sole judgment, of an untariffed Service to a Tariffed Service or of the modification of the terms of an applicable tariff.

4. Equipment; the Service Location. (a) Mediacom will be responsible for the installation of all equipment and materials required, in Mediacom's sole opinion, to provide the Services (collectively, the "**Equipment**"). Mediacom may modify, replace or remove any Equipment at any time during the Service Term. All Equipment will

remain the sole property of, and all title thereto will remain with, Mediacom.

(b) Customer agrees to provide adequate secured space in the Service Location for the Equipment and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will insure that (i) non-Mediacom-supplied wiring, equipment and other items in the Service Location are adequate, compatible and safe for use with the Equipment, and (ii) the Equipment is not moved or tampered with by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen.

(c) Customer will provide Mediacom all necessary or desirable access at all reasonable times to the Service Location, and will provide reasonable access to the Service Location to allow Mediacom to remove the Equipment within sixty (60) days after termination of the Agreement.

(d) Customer will obtain all rights-of-entry, rights-of-way, easements, licenses, approvals, consents, authorizations, and permits necessary (i) to permit Mediacom access to the Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Point, in each case pursuant to reasonably satisfactory and acceptable arrangements with the Customer, or the agency, authority, entity or other person having control or jurisdiction over or owning, the applicable property (collectively, "**Permits**"), when such Permits (x) relate to property owned, leased or controlled by Customer or (y) are reasonably requested by Mediacom to be obtained by Customer ("**Requested Permits**"). With respect to Requested Permits, Customer acknowledges that (i) the applicable Mediacom request may come as a result of Customer's superior, or more appropriate, relationship with the entity potentially granting the Requested Permit and (ii) such requests are reasonable. Upon request by Mediacom, Customer will provide copies of all such Permits to Mediacom as soon as reasonably practicable. If the costs of construction, installation of Equipment or, when applicable, repair to or restoration of any property disturbed or damaged by such construction or installation are in excess of those customary and reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any controlling agency, authority or other person, Customer will reimburse Mediacom for such excess costs.

(e) Mediacom's representatives shall have the right to inspect the Service Location prior to the installation of the Equipment. From the date of execution of the Agreement until Mediacom retrieves all Equipment pursuant to Section 4(c), Customer shall provide Mediacom, upon request, with sufficient data to assist Mediacom in evaluating conditions at the Service Location (including the presence of hazardous materials). Customer is responsible for removing and disposing of hazardous materials, including asbestos, prior to the installation of the Equipment.

5. Customer Cooperation. Customer shall cooperate, and cause its agents, representatives, contractors, suppliers, landlords and licensors to cooperate, expeditiously and in good faith with Mediacom to enable the Services to be provided, the Equipment be installed and the Demarcation Point be established without delay.

6. Termination. (a) Either party may terminate the Agreement upon thirty (30) days written notice to the other party if such other party materially breaches or violates any term or provision of the Agreement.

(b) In addition to its termination rights under any other provision of the Agreement, Mediacom may immediately terminate the Agreement without any liability if:

(i) all or any significant portion of the Mediacom Network is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain,

(ii) Mediacom determines in good faith that Customer's use of the Services is interfering unreasonably with the operation of the Mediacom Network,

- (iii) Mediacom determines in good faith that the condition of the Service Location or the Termination Location has become unsecure, hazardous or otherwise unsuitable for storage of the Equipment or provision of the Services;
- (iv) Mediacom sells, disposes of, or otherwise transfers, in one or a series of transactions, substantially all the assets used to provide the Services to Customer, or
- (v) Mediacom determines that the capacity or connectivity on the Mediacom Network provided for in the Agreement is, or is likely to become, needed for another purpose or detrimental to the provision of services provided to other Mediacom customers by any Mediacom system or network.

(c) At any time when Mediacom is entitled to terminate the Agreement under Section 6(b), then Mediacom may, at its sole discretion and without prior notice, suspend the provision of any and/or all Services without liability on the part of Mediacom or any requirement to allow any credit for an **Unscheduled Interruption** and without prejudice to Mediacom's discretion to subsequently exercise the applicable termination right.

(d) Mediacom will use commercially reasonable efforts to provide Customer with notice of any such termination or suspension within a reasonable amount of time, provided however that the timing of such notice will not affect the timing of such termination.

7. Effects of Termination. (a) Upon the termination of the Agreement, all rights and obligations of each party under the Agreement (including Mediacom's obligation to provide any Services) shall immediately cease, except that:

- (i) any rights or remedies arising out of a breach or violation of any terms of the Agreement, whether known or unknown, shall survive any expiration or termination of the Agreement for the applicable statute of limitations period or, if shorter, the period specified herein, subject to any applicable limitation or exclusion or rights or remedies or liability contained in the Agreement;
- (ii) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive expiration or termination (including any provisions relating to payment of Fees, disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and
- (iii) Consistent, where applicable, with paragraph(s) (b) and (c) below, Mediacom may immediately invoice Customer for all accrued and/or unaccrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

(b) **Pre-Start Date Early Termination Liability.** In the event that Customer terminates a Service at any time after the Effective Date and prior to the Start Date, Customer shall pay Mediacom on demand the cost of any documented third party-imposed termination liability incurred as a result of such termination, as well as any documented construction expenses or installation charges incurred by Mediacom prior to such termination.

(c) **Post-Start Date Early Termination Liability.** Except as otherwise set forth on a Service Annex, in the event that Customer terminates a Service on or after the Start Date but before the end of the applicable Service Term, Customer shall pay to Mediacom on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of (i) the full amount of all undisputed past due charges and interest thereon, if any, and (ii) the product of 75% of the combined Monthly Recurring Charges for the Services multiplied by the number of months remaining in the Service Term.

8. Service Interruptions. (a) Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "**Scheduled Interruption**"), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 8. Mediacom will use commercially reasonable efforts to provide

Customer with advance notice of any known or anticipated Scheduled Interruption.

(b) In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or a Force Majeure Event (as defined below) and (v) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "**Unscheduled Interruption**"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's Monthly Service Fees (each credit, a "**Service Credit**"). No Service Credit or other credit will be provided for any scheduled interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.

(c) Service credits for Unscheduled Interruptions shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

(d) Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll-free telephone number the Customer may call to report Unscheduled Interruptions. If necessary, in Mediacom's sole opinion, Mediacom will conduct an on-site investigation of the Equipment, Service Location, Termination Location or any Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services.

9. Conditions to Mediacom's Obligations. Any obligation of Mediacom under the Agreement, including any obligation to provide any Service, is subject to:

- (i) the due and punctual performance and satisfaction by Customer of each of its covenants, agreements, obligations, commitments and responsibilities; and
- (ii) the receipt and continuation in effect throughout the Service Term of all Permits.

In the event any Permit is not granted or is not continued during the Term, the parties shall negotiate promptly and in good faith such revisions to the Agreement as may reasonably be required to obtain such Permit, but if they are unable to agree within sixty (60) days after such negotiations begin, either party may terminate the Agreement by written notice to the other. In the event of any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action that makes the performance of the Agreement illegal, requires any additional Permit or otherwise materially affects either party's performance or significantly increases its costs of performance, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith, but if the parties are unable to agree within sixty (60) days after such negotiations begin, the affected party may terminate the Agreement by written notice to the other party.

10. Disclaimer of Warranties. The Services are provided at the Customer's sole risk on an "as is" and "as available" basis, with no guarantee concerning performance or any other aspect of the Services. Mediacom has not made, and in rendering Services, neither Mediacom nor any of its affiliates or subcontractors shall be deemed to make, any representation or warranty of any nature whatsoever, whether express, implied, statutory or other, and Mediacom expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, that the Services will operate in an uninterrupted fashion, that any communication, data or file sent by or sought to be accessed by Customer or any user will be transmitted or received successfully, at any particular speed, within any period of time, without interruption or in uncorrupted form, or resulting from course of dealing or course of performance. Specifically, Mediacom makes no representation that the Services will be compatible with any of Customer's networks, systems, facilities or equipment. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of the Agreement by Mediacom or any of its affiliates, employees, agents, subcontractors, licensors or suppliers shall create a representation

or warranty or expand or otherwise affect the express warranties, if any, set forth herein.

11. Bandwidth. Mediacom will use commercially reasonable efforts, and reasonably expects, to provide the Services at the bandwidth noted in the Agreement. Customer acknowledges that upon connection to the internet, actual performance speed is dependent upon a number of factors, some of which are out of the control of Mediacom. Mediacom is not responsible for the effect of such factors on actual performance speed.

12. Limitations on Liability. (a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer covenants and agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (the "**Mediacom Parties**") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to Customer or any other person for any damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto ("**Losses**") arising out of or in connection with the Agreement, except for such liability for such Losses directly caused by Mediacom's gross negligence or willful misconduct, which liability will be subject to the limitations set forth herein.

(c) Customer agrees that none of the Mediacom Parties shall be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential loss, harm or damages arising out of or in connection with the Agreement.

(d) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twice the Monthly Service Fee.

(e) Customer agrees that regardless of any statute or other law to the contrary, Customer must file any claim or cause of action arising out of or related to the Agreement or the Services (except with respect to billing disputes which are subject to the shorter time limitation set forth elsewhere in the Agreement) within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred. Except as otherwise stated in the Agreement, any claim of any nature against Mediacom shall be deemed conclusively to have been waived unless presented in writing to Mediacom within thirty (30) days after the date of the occurrence that gave rise to the claim.

(f) Each of the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(g) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional Fees.

(h) Each of the foregoing limitations contained in this Section 12 will apply regardless of form of action, any claim that breach of this Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) will apply to the maximum extent permitted

by law and (iii) will survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

13. Indemnification. Customer agrees to indemnify, defend and hold harmless Mediacom from and against all Losses incurred by or awarded against Mediacom arising out of or in connection with (i) any breach by Customer of the terms of the Agreement or Customer's obligations, covenants, representations or warranties contained therein, (ii) the operation or conduct of Customer's business or (iii) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations will survive the expiration or termination of the Agreement.

14. Jurisdictional Nature of Services. (Only applicable to Transparent LAN Services) Mediacom and Customer agree and acknowledge that the Services are jurisdictionally intrastate in nature. Accordingly, Customer represents and warrants that less than ten percent (10%) of any communications traffic delivered over the Services will at all times throughout the Service Term be interstate traffic.

15. Customer Use. Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Except with respect to actions taken for the limited purpose of accessing and using the Services, Customer agrees not to interfere with the use or operation of the Equipment or the Mediacom Network in any way.

16. Waivers. (a) To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws or provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of the Mediacom Parties collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(b) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(c) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arises out of or relates to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement.

17. Business Acceptable Use Policy (Only applicable to Dedicated Internet Services). At any time and at Mediacom's sole discretion, Mediacom may modify, delete or replace the BAUP, in part or in whole, and/or institute other policies and procedures relevant to the Service. Notice of such modifications, deletions or replacements, and such other policies and procedures, will be posted on Mediacom's website <http://www.mediacomtoday.com/baup> or, at Mediacom's discretion, via e-mail, postal mail or other permitted means of notification.

18. Force Majeure. Mediacom will not be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond our reasonable control, including without limitation acts of God, government restrictions or actions, war, terrorism, epidemics, insurrection, sabotage, adverse weather conditions or adverse labor conditions or actions. If any such event causes an increase in the time necessary for Mediacom's performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance equal to at least one (1) day for each day of delay resulting from such event.

19. Independent Contractors; No Agency or Intellectual Property Licenses. The parties are independent contractors. Neither the Agreement nor any course of dealing creates or shall create any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has or shall have the right, power or authority to act for or on behalf of or assume, create or incur any liability or any obligation of any kind, expressed or implied, binding upon the other party. Customer acknowledges that the Agreement is nonexclusive and that Mediacom may contract with others to provide services work of the same or similar type as provided to Customer under the Agreement. No license under patents or other intellectual property rights is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

20. Assignability. Customer may not assign or delegate the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom, which will not be unreasonably withheld. Mediacom may freely assign the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns.

21. Severability. If any provision of the 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 therefore 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 such court shall 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 with respect to any other jurisdiction.

22. Governing Law. The Agreement shall be governed by the laws of the State in which the Service Location is located, without regard to or application of conflicts of law rules or principles.

23. Entire Agreement. The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. No course of dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement.

24. No Third-Party Beneficiaries. No other person is a third-party beneficiary of the Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any other party.

25. Amendments and Waivers; Counterparts. Any amendments of the 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. The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, the Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.

26. Remedies Are Cumulative. Unless otherwise expressly stated in the Agreement, all remedies available under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted a party in the Agreement shall not result in a breach of the Agreement by such party, and neither such exercise nor any consequence thereof (even if the exercising party was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to the other party, whether in contract, tort or otherwise. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

27. Binding Agreement. Each party represents and warrants to the other that (i) such party has the authority to execute, deliver and carry out the terms of the Agreement, and (ii) the Agreement has been duly authorized,

executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

28. Notices. Any notice required or permitted to be given under the Agreement shall be deemed to be given delivered in writing personally to Customer or Mediacom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given at such party's notice address set forth below such party's signature to the Agreement or any other address designated by such party upon at least ten (10) days' prior written notice to the other party.

29. Confidential and Proprietary Information. All information, in whatever form obtained by Customer from Mediacom and the terms of the Agreement shall be held in confidence by Customer and shall not be used by Customer for any purpose other than the performance of the Agreement. Customer's confidentiality obligations will survive for a period of five (5) years after termination.

30. Mediacom's Discretion. If any provision of the Agreement states that Mediacom "may" take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion shall be within the sole and absolute discretion of Mediacom.

31. [INTENTIONALLY LEFT BLANK]

Service Annex**Dedicated Internet Access and Transparent LAN Service**

This Service Annex contains the Service Level Agreement Schedule, Service Description and Pricing, Location, and Contact information.

1. SERVICE LEVEL AGREEMENT SCHEDULE, ETHERNET AND TDM SERVICE.

1.1 Applicability. This Service Level Agreement Schedule (“Schedule”) applies only to the Services and incorporates the terms of DEDICATED INTERNET ACCESS (DIA) and TRANSPARENT LAN SERVICE AGREEMENT under which Mediacom provides Services to Customer and which incorporates this Service Annex (the “Agreement”). All Service Levels in this Schedule are applicable only to the portion of the Customer provided services that are delivered on Mediacom’s network. Also, due to factors beyond Mediacom’s control, Mediacom cannot warrant Internet services once they leave Mediacom’s network. All capitalized terms used herein and not otherwise defined shall have their meaning given to such term in the Agreement.

1.2 Service Level Agreement. Subject to: (i) Customer’s performance of its obligations under the Agreement and (ii) any Force Majeure Event, Mediacom shall provide Service in accordance with the following service levels:

- (a) Network Availability. Network Availability is a measurement of the average percent of total time that Ethernet and TDM Service is operative when averaged over a thirty (30) day month (720 hour) period. Ethernet and TDM Service is inoperative when the virtual circuit (“VC”) or port connection (“Port”) status becomes “inactive” and unable to pass traffic due to a fault within Mediacom’s network. Network Availability for Service will be 99.9% for all services on the network.
- (b). Mean Time to Restore (“MTTR”). MTTR shall be the average time required to restore Service and resume availability in a one-month (720 hour) period. The time is measured from the moment of an Unscheduled Interruption until (i) restoration of the first fiber on which our services rely on a cable cut or (ii) equipment is repaired and Ethernet and TDM Service is available. Mediacom will make every effort to repair network equipment within two (2) hours. For cable cuts, Mediacom shall make every effort to restore the first fiber within four (4) hours.
- (c). Latency. Latency is measured as the one-way trip time; averaged over a one-month (720 hour) period, required for a data packet (100 bytes) to travel between the two end locations of the loop. Latency for Mediacom’s network shall be a maximum of fifty (50) milliseconds.
- (d). Packet Loss. Packet loss for the Service will not exceed .1% of the total packets transferred during any thirty (30) day month (720 hour) period.

1.3 Service Level Objectives. Although Service Credits are provided as set forth below, Mediacom’s objective is to provide Service that meets the following objective. Other than as set forth in Section 4 hereof, Mediacom shall have no liability for its failure to achieve this objective.

- (a). Maintenance Guidelines . Mediacom shall take maintenance actions when one of the following conditions is identified on the Mediacom-provided Service: (i) Percent error free seconds (“EFS”) specifications are deficient for three (3) consecutive twenty four (24) hour periods or are deficient by a factor of two (two times the % error seconds) in a single twenty four (24) hour period; (ii) unavailability for any reason: cause to be determined and corrective action taken; or (iii) should an out-of-tolerance condition persist in spite of such maintenance action, Mediacom shall escalate the condition to a management and/or engineering solution.
- (b). Monitoring; Notification. Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll-free telephone number the Customer may call to report problems and Unscheduled Interruptions. If necessary, Mediacom will conduct an on-site investigation of the equipment or any Service Location, Termination Location or Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services. Mediacom shall provide Customer with an escalation list.

1.4 Service Interruptions; Service Credit.

- (a). Scheduled Interruptions. Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a “Scheduled Interruption”), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 4. Mediacom will use commercially reasonable efforts to provide Customer with at least 48 hours advance notice of any known or anticipated Scheduled Interruption. It may be necessary for Mediacom to perform emergency mandated maintenance. In such event, Mediacom shall be permitted to perform emergency maintenance with a shorter Customer notification interval than Scheduled Interruptions.
- (b). Unscheduled Interruptions; Service Credits. In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or Force Majeure Event and (vi) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an “Unscheduled Interruption”), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom in the Agreement, against the following month’s Monthly

Service Fees (each credit, a “Service Credit”). No Service Credit or other credit will be provided for any Scheduled Interruption. Service Credits shall be customer’s sole and exclusive right and remedy for Mediacom’s failure to provide the Services.

- (c). Maximum Service Credits. In no event will any Service Credit issued to Customer for a single calendar month exceed Customer’s Monthly Service Fees for Services for Service at the affected Service Location.
- (d). Chronic Interruptions. If Customer experiences a Chronic Interruption (as defined below), Mediacom will immediately institute a corrective plan. If the Customer continues to experience Unscheduled Interruptions within 60 days after the plan has been implemented, then the Customer may terminate the Service, which termination right is the sole right and remedy of Customer, and all other affected persons. A “Chronic Interruption” occurs if there are two separate Unscheduled Interruptions beyond Mediacom’s reasonable control within a consecutive 30 day period or an Unscheduled Interruption that lasts longer than 72 consecutive hours.

2. SERVICE DESCRIPTION AND PRICING:

Initial Service Term:	36 months					
Product Description	Quantity or Bandwidth(MB)	Price Per Unit*	Total Monthly Rate	Non-Recurring Charge**	Location A	Location Z
Dedicated Internet	200	\$4.75	\$950.00	\$0.00	,	,
Transparent LAN	100	\$6.00	\$600.00	\$0.00	3700 E 16th Ave Apache Junction, AZ 85119	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	550	\$1.73	\$949.04	\$0.00	565 N Idaho Rd Apache Junction, AZ 85119	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	100	\$6.00	\$600.00	\$0.00	1135 W Superstition Blvd Apache Junction, AZ 85120	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	50	\$11.00	\$550.00	\$0.00	1455 E 18th Ave Apache Junction, AZ 85119	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	100	\$6.00	\$600.00	\$0.00	1645 S Idaho Rd Apache Junction, AZ 85119	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	50	\$11.00	\$550.00	\$0.00	3955 E Superstition Blvd Apache Junction, AZ 85119	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	50	\$11.00	\$550.00	\$0.00	9294 E Don Donnelly Trail Gold Canyon, AZ 85118	565 N Idaho Rd Apache Junction, AZ 85119
Transparent LAN	100	\$6.00	\$600.00	\$0.00	7557 E US Hwy 60 Gold Canyon, AZ 85118	565 N Idaho Rd Apache Junction, AZ 85119
Totals:			\$5,949.04	\$0.00		

*Rates do not include applicable taxes, regulatory fees, surcharges and the like

**Non-Recurring/Service Activation charges do not include outside plant requirements

**Non-Recurring charges do not include construction costs

The Installation Fee is payable upon Customer’s execution of this Agreement. Monthly Service Fees (including any pro-rated amounts thereof), as may be adjusted pursuant to the General Terms, are payable upon receipt of, and pursuant to the terms of, the applicable invoice. Billing of Monthly Service Fee invoices will commence when Mediacom determines that it has established connectivity between the Mediacom Network and the Demarcation Point (the “Turn-Up Date**”).

3. PRIMARY SERVICE LOCATION:

Location Name and address
Apache Junction Fire District 565 N Idaho Rd Apache Junction, AZ 85119

6. CONTACTS AND BILLING INFORMATION:

Site Contact	Clifton McKay	cmckay@pniaz.com	(602) 454-0471
Technical Contact	Clifton McKay	cmckay@pniaz.com	(602) 454-0471
Contract Signer			

Billing Company Name:	Apache Junction Fire District
Billing Attention to:	
Billing Address:	565 N Idaho Rd Apache Junction, AZ 85119
Billing Contact:	

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

Appendix C

C Cancer Screening Invoice for Approval

Agenda Item Title

Cancer Screening Invoice for Approval

Submitted By

Fire Chief Mike Farber & Assistant Chief Richard Mooney

Background/Discussion

This invoice was a budgeted item under Wellness Exams to have 29 personnel cancer screened by Dr. Shukla at the Vincere Cancer Center. The cost includes imaging at SimonMed (Low Dose CT Scans & Whole Body MRI) and follow-up visits with Dr. Shulka & Dr. Bans to go over the results. The original cost was \$2500/person, but SFMD was billed at a discounted rate.

Financial Impact(s)/Budget Line Item

First Responder Early Cancer Screening Invoice (Wellness Exams) \$50,000.

Enclosure(s)





Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183



Date: May 12, 2020

TO: Vincere Physician's Group
PO Box 207429
Dallas, TX 75320-7529

Vendor ID: VIPHGR

Purchase Order #: **018769**

Requisition #: 17,878

Buyer: SO
Created by: JDB
Created Date: 5/12/2020
Updated by: JDB
Updated Date: 5/12/2020

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Page #: 1

Order Description: Early Cancer Screenings

<u>Line</u>	<u>AJFD Product #</u>	<u>Description</u>	<u>GL Acct #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	NIL	Early Cancer Screenings	100106192012	1.00	\$50,000.0000	\$50,000.00

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **\$50,000.00**

Purchasing Manager

Fire Chief

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # _____

PO # 18769

LIMITS	REQUIREMENTS	APPROVALS
Goods: \$0 - \$2,499.99	FORM Not Required	Budget Mgr.*, Fleet & Facilities Specialist, HR Generalist
Goods \$2,500 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr.*, Fin Director, AND Fire Chief
Services: \$0 - \$4,999.99	FORM Not Required	Budget Mgr.*, Fleet & Facilities Specialist, HR Generalist
Services: \$5,000 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr.*, Fin Director, AND Fire Chief
Goods & Service: \$25,000 or MORE	3 Written Bids	PO Originator/Budget Mgr.*, Fin Director AND Fire Chief AND Governing Board

* Budget Mgr. includes Asst Chief, Deputy Chief, Battalion Chief, Administrative Services Director, Fleet Manager, Capt - Training Officer, Community Risk Reduction Specialist

Quote # 1

Vendor Name: Vancere Physician's Group Vendor Phone #: 480.306.5390
 Vendor Address: 7469 E Monte Cristo Ave Scottsdale
 Quote Description: Early Cancer Screening
 See Attached Written Quote \$ 50,000⁰⁰

Quote # 2

Vendor Name: _____ Vendor Phone #: _____
 Vendor Address: _____
 Quote Description: _____
 See Attached Written Quote \$ _____

Quote # 3

Vendor Name: _____ Vendor Phone #: _____
 Vendor Address: _____
 Quote Description: _____
 See Attached Written Quote \$ _____

COMPETITIVE QUOTES / BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:

- STATE CONTRACT / INTERGOVERNMENTAL
- SINGLE / SOLE SOURCE PROCUREMENT
- EMERGENCY ACTION
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION / COMPATABILITY REQUIREMENTS for EQUIPMENT

(State Contract Number or Government Agency Must be on PO)
 (Supporting Documentation Must be with PO)
 (Explanation Sent to Gov. Board Must be with PO)

APPROVAL:

 DATE BUDGET MANAGER / PO ORIGINATOR SIGNATURE

 DATE FINANCE DIRECTOR SIGNATURE

 DATE FIRE CHIEF SIGNATURE



VINCERE PHYSICIAN'S GROUP
7469 E MONTE CRISTO AVE, SCOTTSDALE, AZ
85260 | 480-306-5390
TAX ID: 82-2539609

INVOICE

INVOICE DATE: MAY 11, 2020
DATE DUE: Upon receiving invoice
INVOICE NO: 01302023

Superstition Fire & Medical District

PAYMENT METHOD

Please make check out to
Vincere Physician's Group
7469 E Monte Cristo Ave
Scottsdale, AZ 85260

ITEM	QTY	PRICE	TOTAL
First Responder Early Cancer Screening	1	\$50,000.00	\$50,000.00
29 Low Dose CT Scans			
29 Whole Body MRI			
1 3D Breast Ultrasound			
1 3D Mammogram			
29 Pt Visits with Dr. Shukla			
27 Pt Visits with Dr. Bans			
		Subtotal	\$50,000.00
		GRAND TOTAL	\$50,000.00

Questions?

Email: drshukla@vincerecancer.com

or call at O: (480) 306-5390

Jennifer Burke

From: Mike Farber
Sent: Tuesday, May 12, 2020 6:59 AM
To: Jennifer Burke; Roger Wood
Subject: FW: Invoice
Attachments: Superstition INVOICE.pdf

Importance: High

This invoice from Dr. Shukla is approved!

Mike

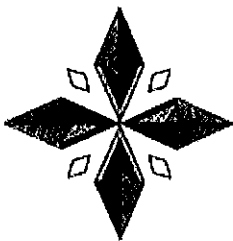
From: Gayle Marsh [mailto:gaylem@vincerecancer.com]
Sent: Monday, May 11, 2020 7:27 PM
To: Mike Farber <mike.farber@sfmd.az.gov>
Cc: Vershalee Shukla <drshukla@vincerecancer.com>; Pablo Prichard <pabloprichard@gmail.com>
Subject: Invoice

Hi Chief Farber,

Thank you so much for the Starbucks gift card. That was so kind of you and appreciated by all the staff!

I have attached the invoice. Note: John Suniga did not show and Craig Horvath rescheduled to 5/20/20. Let me know if you have any questions. It has been a pleasure working with you.

Best Regards,
Gayle



Gayle Marsh
Director of First Responder Cancer Screening
Vincere Cancer Center
C: (602) 501-4302
F: (480) 842-8761
E: gaylem@vincerecancer.com

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