

VERSION 1.0  
November 18, 2020



# BOARD OF DIRECTORS MEETING

November 18, 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

### November 18, 2020

---

#### Mission Statement

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

---

The Board will hold a meeting on Wednesday, November 18, 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 October 2020 financial reports and bank reconciliations. (BOD #2020-11-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-11-02)**
- 3. Call to the Public. (BOD #2020-11-N/A)**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- 4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-11-03):**
  - A. Board Meeting Minutes from October 21, 2020
  - B. Work Session Minutes from October 6, 2020
  - C. Renewal Insurance for 7710 / Benchmark for 2021
  - D. Bound Tree Medical Supplies, Operative IQ Licensing Agreement, Customer Rebate Agreement
  - E. Renaissance Limited Contract
- 5. Swearing in of three Board Members for a new four-year term. (BOD #2020-01-04)**

- 6. Presentation by Commander Freeman of AJPD regarding the SWAT Medic Program. (BOD #2020-01-05)**
- 7. Discussion and possible approval of changing the EMS Coordinator position from a Civilian position to a Sworn position. (BOD #2020-11-06)**
- 8. SFMD Local Pension Board (BOD #2020-11-07)**
- 9. Reports. (BOD #2020-11-08)**
  - Senior Leadership Team (SLT):**
  - Fire Chief Mike Farber**
  - Assistant Chief Richard Mooney, Planning Safety & Transportation**
  - Assistant Chief Richard Ochs, Fire Prevention & Logistics**
  - Acting Assistant Chief Jeff Cranmer, Emergency Services Operations**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
  - Captain John Walka**
- 10. New Business / Future Agenda Items. (BOD #2020-11-09)**
- 11. Announcements (BOD #2020-11-N/A)**
- 12. Adjourn (BOD #2020-11-10)**

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).  
One or more members of the Governing Board may attend the meeting telephonically.  
Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: November 16, 2020  
At: 1500 Hours  
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

## Governing Board Meeting – November 18, 2020

Agenda Item: 1

BOD#: 2020-11-01

### Agenda Item Title

Review and approval of the October 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 October 2020 financial reports and bank reconciliations."*



Go to Item 2

Go to Agenda

**Governing Board Meeting – November 18, 2020**

**Agenda Item: 2**

**BOD#: 2020-11-02**

**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.

**SFMD History**

**Thank You to Board Director Larry Strand**

**November Anniversaries**

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

**20 Years:** Firefighter / Paramedic **July Ritschel**

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

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

**5 Years:**

EMT **Ron Demarzo**

EMT **Justin Mueller**

Paramedic **Trevor Overson**

Paramedic **Jim Tucci**

**3 Years:**

Paramedic **Jake Millan**

EMT **Lucas Martinez**

Firefighter **Mark Nelson**



**Go to Item 3**

**Go to Agenda**

**Governing Board Meeting – November 18, 2020**

**Agenda Item: 3**

**BOD#: 2020-11-n/a**

**Agenda Item Title**

Call to the Public

**A.R.S. §38-431.01(H)**

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

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

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

**Background / Discussion**

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

**Scheduled**

None



**Go to Item 4**

**Go to Agenda**

## Governing Board Meeting – November 18, 2020

Agenda Item: 4

BOD#: 2020-11-03

### Agenda Item Title

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

- A. Board Meeting Minutes from October 21, 2020 – **Appendix A**
- B. Work Session Minutes from October 6, 2020 - **Appendix B**
- C. Renewal Insurance for 7710 / Benchmark for 2021 - **Appendix C**
- D. Bound Tree Medical Supplies, Operative IQ Licensing Agreement, Customer Rebate Agreement - **Appendix D**
- E. Renaissance Limited Contract – **Appendix E**

### Background/Discussion

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

### Recommended Motion

*“Motion to approve the consent agenda items for November 18, 2020.”*



[Go to Item 5](#)

[Go to Appendices](#)

[Go to Agenda](#)

**Governing Board Meeting – November 18, 2020**

**Agenda Item: #5**

**BOD#: 2020-11-04**

**Agenda Item Title**

Swearing in of three Board Members for a new four-year term

**Submitted By**

Board Secretary Sherry Mueller

**Background/Discussion**

New Board Member: Shawn Kurian

Current Board Member: Jeff Cross

Current Board Member: Jason Moeller

**Enclosure(s)**

**Recommended Motion**

*"No Motion"*



**Go To Item 6**

**Go to Agenda**



**OATH OF OFFICE**

**Shawn Kurian**

**Board of Directors, Superstition Fire & Medical District**

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; FORM; CLASSIFICATION; DEFINITION

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

STATE OF ARIZONA, COUNTY OF MARICOPA I, **Shawn Kurian** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of **Board of Directors, Superstition Fire & Medical District** according to the best of my ability, so help me God (or so I do affirm).

\_\_\_\_\_

(signature of officer or employee)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

Subscribed and sworn (or affirmed) to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(SEAL)

\_\_\_\_\_  
Notary Public

OATH OF OFFICE

Jeff Cross

Board of Directors, Superstition Fire & Medical District

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; FORM; CLASSIFICATION; DEFINITION

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

STATE OF ARIZONA, COUNTY OF PINAL I, Jeff Cross, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Board of Directors, Superstition Fire & Medical District according to the best of my ability, so help me God (or so I do affirm).
(signature of officer or employee)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

Subscribed and sworn (or affirmed) to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.
(SEAL)

Notary Public

OATH OF OFFICE

Jason Moeller

Board of Directors, Superstition Fire & Medical District

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; FORM; CLASSIFICATION; DEFINITION

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

STATE OF ARIZONA, COUNTY OF PINAL I, Jason Moeller do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Board of Directors, Superstition Fire & Medical District according to the best of my ability, so help me God (or so I do affirm).

(signature of officer or employee)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

Subscribed and sworn (or affirmed) to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(SEAL)

Notary Public

**Governing Board Meeting – November 18, 2020**

**Agenda Item: #6**

**BOD#: 2020-11-05**

**Agenda Item Title**

Presentation by Commander Freeman of AJPD regarding the SWAT Medic Program

**Submitted By**

Mike Farber, Fire Chief

**Background/Discussion**

Commander Freeman will discuss the deployment and procedures of the SFMD / AJFD SWAT Paramedic program. This program was developed and utilized for 31 years before administrative differences came about between SFMD and AJPD at the time. This program is essential for ensuring safe operations of emergency tactical deployment for SFMD and AJPD.

**Financial Impact(s)/Budget Line Item**

N/A

**Recommended Motion**

*NO MOTION*



**Go to Item 7**

**Go to Agenda**

**Governing Board Meeting – November 18, 2020**

**Agenda Item: #7**

**BOD#: 2020-11-06**

**Agenda Item Title**

Discussion and possible approval of changing the EMS Coordinator position from a Civilian position to a Sworn position.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

Due to the recent vacancy of the EMS Coordinator position, an opportunity came up to place an extremely qualified candidate in this role. Captain Dave Pohlmann was temporarily promoted to the position of Division Chief of EMS. Chief Pohlmann brings a wealth of knowledge to the EMS division and a passion for EMS that is truly inspirational. He holds a Bachelor of Science Degree from Grand Canyon University in Nursing and numerous medical certifications as an instructor. Chief Pohlmann previously owned and operated *DC Med Prep*, which has certified many paramedic students over the years.

The position of Division Chief of EMS is temporary until the next Fire Chief can evaluate the roles and direction for the EMS Division.

The approval of this position is integral in maintaining the SAFER requirements for number of personnel.

**Financial Impact(s)/Budget Line Item**

The EMS Coordinator position was not replaced, therefore a savings. However, Chief Pohlmann received an 8.9% salary increase due to the temporary promotion.

**Enclosure(s)**

**Recommended Motion**

*“Motion to approve changing the EMS Coordinator position from a Civilian position to a Sworn position.”*



**Go To Item 8**

**Go to Agenda**

**Governing Board Meeting – November 18, 2020**

**Agenda Item: #8**

**BOD#: 2020-11-18**

**Agenda Item Title**

SFMD Local Pension Board Chairperson

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

Discussion, nomination, and possible approval for the position of SFMD Local Pension Board Chairperson.

Pursuant to [A.R.S. 38, Chapter 5, Article 4: Public Safety Personnel Retirement System](#), a Chairperson must be appointed for this position.

\*Thank you for serving in this role, Director Strand.

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s)**

N/A

**Recommended Motion**

*"Motion to appoint \_\_\_\_\_ as the Local Pension Board Chairperson"*



**Go To Item 9**

**Go to Agenda**

**Governing Board Meeting – January 15, 2020**

**Agenda Item: 9**

**BOD#: 2020-11-08**

**Agenda Item Title**

Reports

**Background / Discussion**

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

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

**Recommended Motion:**

N/A



**Go to Item 10**

**Go to Agenda**

**Governing Board Meeting – January 15, 2020**

**Agenda Item: 10**

**BOD#: 2020-11-09**

**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 11**

**Go to Agenda**



**Governing Board Meeting – January 15, 2020**

**Agenda Item: 11**

**BOD#: 2020-11-n/a**

**Agenda Item Title**

Announcements

**Background / Discussion**

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

**Recommended Motion:**

N/A



**Go to Item 12**

**Go to Agenda**

Governing Board Meeting – January 15, 2020

Agenda Item: 12

BOD#: 2020-11-10

Agenda Item Title

Adjournment

Recommended Motion:

*“Motion to adjourn the Board meeting.”*



[Go to Agenda](#)

# Appendix A

## A. Board Meeting Minutes from October 21, 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)

October 21, 2020 Board Meeting Minutes





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

## Governing Board Meeting Minutes

### October 21, 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, OCTOBER 21, 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 5:30 PM.](#)

#### A. Call to Order

Chairman House called the meeting to order at 5:30 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Chairman House

#### C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Jeff Cross, and Director Larry Strand. Director Jason Moeller 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, Acting Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Also in attendance was Sherry Mueller, Human Resources Generalist and Board Secretary. Legal Counsel William Whittington attended via conference call.

#### 1. Review and approval of the September 2020 financial reports and bank reconciliations. (BOD #2020-10-01)

**Motion** by Director Strand to approve the September 2020 financial reports and bank reconciliations.

**Seconded** by Director Cross

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

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-10-02)

#### Historical Information

Review of previous AJFD / SFMD Mission Statements. The first Mission Statement was in 1986, then 2002 and then 2013. Now they go to the Fire Board for review.



# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

---

## Retirement:

John Suniga, Engineer retired on 10/22/2020. John was a 12 year Deputy Fire Marshal, a 3 year swim & Survive Program and a Paramedic.

## October Service Anniversaries

### **21 Years:**

Engineer / Paramedic **Mitch McCollough**  
Captain / Paramedic **Craig Horvath**  
Captain / Paramedic **Dave Pohlmann**  
Captain / Paramedic **Jeremy Rocha**

### **13 Years:**

Firefighter / Paramedic **Sammy Ramirez**  
Firefighter **Chris Robson**  
Captain / Paramedic **John Walka**

### **6 Years:**

Engineer / Paramedic **Jason Chapman**  
Firefighter / Paramedic **Sean Matuszewski**  
Engineer / Paramedic **Jay Nelson**  
Engineer **Casey Schreiner**  
Firefighter **Joe Stiglitz**  
Firefighter / Paramedic **Andrew Tryon**  
Engineer / Paramedic **Colt Weddell**

### **5 Years:**

Firefighter **Wes Fimbrez**  
Firefighter **Trace Leggett**  
Firefighter **Trey Schow**  
Fire Mechanic II **Roger Nasello**

### **4 Years:**

Emergency Medical Technician **Sarah Koupal**

### **3 Years:**

Firefighter **Chris Wohlforth**

### **2 Years:**

Firefighter Recruit **Shane Gereg**  
Emergency Medical Technician **Stephan Gereg**  
Paramedic **Ryan Markham**



# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

## 1 Year:

Emergency Medical Technician **Sedona Aulik**

Firefighter/Paramedic **Joe Potter**

## 3. Call to the Public. (BOD #2020-10-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.

NONE

## 4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-09-03):

- A. Board Meeting Minutes from September 16, 2020
- B. Executive Session Minutes from September 16, 2020
- C. Four-Year Service Renewal for (8) LifePac 15 Heart Monitors
- D. Equipment Purchase for new Pierce Pumper
- E. Polaris Ranger UTV Purchase
- F. Contract Agreement with Mountain Vista Hospital (MVH) to serve as our Base Station

Consent agenda items C, E and F were pulled for further discussion.

**Motion** by Director Cross to approve consent agenda items **A**, **B** and **D** for October 21, 2020.

**Seconded** by Director Moeller

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

There was a brief discussion on item **C**. This is a service agreement, not the purchase of new LifePacs. Two LifePac 15 Heart Monitors will be purchased later in this fiscal year.

**Motion** by Clerk Chamberlain to approve consent agenda item **C** for October 21, 2020.

**Seconded** by Director Strand

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

Director Cross had a question on consent agenda item **E** asking if we went out to bid on this item. Chief Ochs stated we had other quotes for price comparison on this item.

**Motion** by Director Cross to approve consent agenda item **E** for October 21, 2020.

**Seconded** by Director Strand

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



## Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

Chief Ochs said it has been one year and eight months negotiating this contract for consent agenda item **F** (Mountain Vista Hospital Base Station contract). All parties finally came to an agreement which is in front of the Board of Directors tonight.

**Motion** by Director Cross to approve consent agenda item **F** for October 21, 2020.

**Seconded** by Director Strand

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

### 5. Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties. (BOD #2020-10-04)

This item comes before the Board of Directors per ARS §16-229, stating that the Superstition Fire & Medical District has complied with all Federal and State election laws for the 2020 SFMD Board Election Process.

**Motion** by Clerk Chamberlain to approve the Affidavit of Compliance stating that the SFMD has complied with all Federal and State election laws and to direct staff to send the Affidavit of Compliance to both Pinal and Maricopa Counties.”

**Seconded** by Director Cross and Director Moeller

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

### 6. Discussion regarding the final report on the IRS error resolution. (BOD #2020-10-05)

The IRS investigation is complete. The amounts sent to the IRS were correct, however, the form had not been updated in the program. Though the date on the form was manually changed, the form’s barcode was scanned, so the payments were credited by the IRS to the incorrect year. There was a penalty of \$810 for the use of the incorrect form. No other penalties or charges were found to be due and the form update has been completed to avoid any similar future confusion.

**No Motion**

### 7. Discussion of the Wildland billing process related to State Land responses performed by District firefighters. (BOD #2020-09-06)

Chief Farber stated that The District responds to requests from the Arizona Department of Forestry and Fire Management (DFFM) to send crews and equipment to fight fires outside the District’s boundaries, both within Arizona and in other western states. The District is reimbursed on a “cost recovery” basis as follows:

#### Crews

Fully loaded labor rate including wages, overtime, PSPRS, worker’s comp and Medicare.

Fully loaded backfill costs in excess of the firefighter’s fully loaded regular wage rate.



## Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

Important to backfill rank for rank as the backfill cost is capped at the highest rate per rank.  
Fully loaded Administration cost for preparing the invoice.

### **Equipment Rental**

Hourly or daily rental rates depending on piece of equipment.

Engine: Type 6 (\$85 per hour) or Type 3 (\$126 per hour)

Tender: Tactical or Type 1 Support (\$125 per hour) or Type 2 Support (\$113 per hour)

Ambulance: \$51 per hour plus ALS and/or BLS kit (\$215 and \$150 per day, respectively)

UTV/Medical: \$740 per day plus \$0.72 per mile for support pickup

UTV/REM: \$1,440 per day plus \$0.72 per mile for support pickup

Our equipment rentals are “wet” meaning the District provides the fuel. Repairs for damage to our vehicles (e.g., tires) are on a case-by-case basis and are at the discretion of DFFM.

### **Food & Lodging**

Food is reimbursed at cost, with the maximum daily cost limited by the established “per diem” rates.

Lodging is reimbursed at cost, with the maximum daily cost limited by established “per diem” rates dependent on location (county or region within the state).

The District ends up making approximately 10% profit on Wildland Fires.

Clerk Chamberlain would like to see an analysis of the costs and profits of the Wildland Fire program.

### **No Motion**

#### **8. Discussion and possible approval of the following Policies brought for review at the September 16, Board Meeting for final approval at the October 21, 2019 Board Meeting. (BOD #2020-10-07)**

- Policy 1041: Military Leave
- Policy 1008: Tuition Reimbursement

**Motion** by Director Strand to approve policies: 1041 Military Leave and 1008 Tuition Reimbursement

**Seconded** by Director Cross

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

#### **9. Discussion and possible approval of the Fire Investigator Contract. (BOD #2020-10-08)**

Assistant Chief Rick Ochs stated that the District currently has only one On-Call Certified Fire Investigator on contract. Michael Long is an experienced Fire Investigator and desires to serve as an On-Call Investigator for the SFMD. Mr. Long currently serves as the Fire Marshal and Director of Fire & Life Safety for Arizona State University.

**Motion** by Director Strand to approve the contractual agreement with Michael Long to provide On-Call Fire Investigation Services

**Seconded** by Director Cross





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

---

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

## 10. Reports (BOD #2020-10-09)

### Senior Leadership Team (SLT):

#### Fire Chief Mike Farber

- Recruits started the Phoenix Fire Academy on October 12<sup>th</sup> - Caleb Brown, Sophie Boukatch, Anthony Pezzino, Luke Mays, Shane Gereg and Thomas Merrill
- SWAT Medics Team – Six were selected
- COVID update
- Meeting with public regarding the homeless persons living on BLM land – starting fires.
- Cancer Screening 10/28 – 11/4
- State Land Auction 10/22
- Working with TRWC for reimbursement of funds spent over the past five years at our facilities.

#### Acting Assistant Chief Jeff Cranmer

- Review of recent incidents
  - Apt Fire, Motor Home Fire
- Review of recent training
  - SRP substations
- Review of TRT Testing Process
- Hose Testing

#### Assistant Chief Rick Ochs

##### **Fire Prevention & Community Events:**

- Oct. 31<sup>st</sup> City of AJ Parks & Rec Boo-Thru event
- Oct. 31<sup>st</sup> L264 Crew is scheduled to participate in the Foothills Baptist Church Fall Festival
- Tina Gerola begins a Fire Investigation Class November 2 -6 in Tucson

##### **Facilities and Logistics**

- Radio System Maintenance
  - Fire Station 261, 262 and 263 Radio Antenna replacements
- Station 263 alterations; addition of a bedroom and computer work station
- Oct. 15<sup>th</sup> evaluation of new hose and nozzles

##### **Growth & Development:**

- New Apartment buildings, various locations
- Villas on Superstition, 53 units – final approval
- Hampton East III, 192 units – final approval
- Arizona Water Co, 12,000 sf expansion – breaking ground

#### Assistant Chief Richard Mooney

##### **Planning, Safety & Accreditation**

- Virtual Quality Improvement through Accreditation completed
- 8 virtual sessions completed



# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

- Ready to move forward with the following:
  - Mission Statement for Board of Directors
  - Strategic Plan
  - Standards of Cover Document
  - Once completed, SFMD will move to application phase
- Versaterm Implementation on October 27, 2020
- New MCT program for our fire and transportation units
- BK Squared has been working with Mesa Fire & Medical Department to ensure a smooth transition
- Movement of Mesa CAD data into our Information System (Image Trend)

## Administrative Services Director Anna Butel

Staffing update – high level overview of current staffing and planning for anticipated suppression recruitment.

### **Suppression Staffing Overview**

- SAFER Grant; 90 Suppression Positions
- Current Count is 86 Suppression Personnel
- 6 Units @ 4 per unit X 3 shifts = 72 personnel
- Battalion Chief & BSO = 6 personnel
- Leave Pool = 12 personnel (short 4)
  
- Recently, SFMD has been experiencing a decrease in staffing;
  - Suppression; 3 Resignations and 2 Retirements (-5)
  - State Land Deployments (-2)
  - Recruit Training Officer Oct. 2020 – Feb. 2021 (-1)
  - COVID (-3)
  - Light Duty (-1)

*Result: 4 Vacancies Daily – These vacancies do not take into account the Leave Pool Personnel. Originally, Leave Pool Personnel were to cover sick and vacation time usage. The list above does not take that into account.*

### Upcoming & Intermittent

- Technical Rescue Team (TRT) November – December (-2)
- Intermittent
  - FMLA (3 personnel)
  - Military Leave (3 personnel)
  - On the Job Injury
  - Administrative Leave (1 person)
  - Sick and Vacation Usage (averages 3 persons per day)

### Potentials

- Medical Retirement (-2)
- Resignations (-1)
- DROP (-16)



# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

---

- Those who have entered the DROP can leave at any time during the 5 year time frame

## Staffing Summary

- Further analysis is required for appropriate decision making
- Costs related to unforeseen personnel changes will be analyzed
- Overages in overtime for this fiscal year will most likely lower the Financial Reserve in the 100 Fund if offsets are not implemented
- Cancer screenings may lead to an increase in sick and light duty usage
- Consider sending Firefighter Recruits to March Academy at MFMD
- As we work through the numbers, staff will keep the Fire Board informed

## Finance Director Roger Wood

- Preparing schedules and adjusting journal entries to facilitate the FY19/20 financial audit. Fieldwork when the audit team from Henry & Horne will be on-site is the week of November 16<sup>th</sup>.
- The final audit report will be presented to the board at the January 2021 meeting.

## 11. New Business / Future Agenda Items. (BOD #2020-10-10)

None

## 12. Announcements (BOD #2020-10-N/A)

None

## 13. Adjourn (BOD #2020-10-11)

**Motion** by Director Strand at 7:15 p.m. to adjourn the meeting

**Seconded** by Director Cross

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

## Governing Board Approval:

---

Board Clerk Kathleen Chamberlain  
Sherry Mueller

## Appendix B

### B. Work Session Minutes from October 6, 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)

October 6, 2020 Work Session Minutes





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

## Governing Board Work Session Meeting Minutes

### October 6, 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 WORK SESSION ON TUESDAY, OCTOBER 6, 2020. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

**THIS WORK SESSION WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 2:00 PM.**

#### A. Call to Order

Chairman House called the meeting to order at 2:00 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Director Cross.

#### C. Roll Call

Board Members in attendance were Chairman Todd House, Director Jeff Cross, Director and Jason Moeller. Clerk Kathleen Chamberlain and Director Larry Strand attended via the WebEx video conference call. Senior Leadership Team in attendance was Finance Director Roger Wood and Captain John Walka. Administrative Services Director Anna Butel attended via conference call. Board Secretary and HR Generalist Sherry Mueller attended. Heather Renschler from Ralph Andersen & Associates also attended via the WebEx video conferencing.

#### 1. Call to the Public. (BOD #2020-10-N/A)

None.

#### 2. Discussion and possible approval for the Administrative Staff, Labor and the newly elected Board Member (Shawn Kurian) to be involved with the fire chief hiring process. (BOD #2020-10-01)

Director Jeff Cross brought up our newly elected Board Member, Shawn Kurian. The Ad-Hoc Committee would like for Mr. Kurian to be included in the process for selecting the next fire chief. The Board Members would need to vote on this. Mr. Kurian would be able to attend various meetings (to include Executive Sessions) but would not be allowed to vote on anything until he is seated officially at the Board. Director Cross would also like to include Administrative Staff and Labor to continue to be included in this process. Specifically Finance Director Roger Wood, Captain John Walka and Shawn Kurian to be included in the search for the next fire chief.

Clerk Chamberlain stated that she thinks it is important for Administrative Services Director Anna Butel be included in the continued process as well as Transportation Services Manager, Billy Warren. Clerk Chamberlain stated it is important for them to add their input from their perspectives on the candidates.



## Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

Director Cross said including these people is mainly to give input to the Board during the process for the search for the next fire chief.

Chairman House stated that the Board can receive input from all these people, but when it comes down to the final three candidates, that is when the Board of Directors takes over and makes the final decision on who the next fire chief is going to be.

Director Cross stated the hiring of next chief will be in mid-May, 2021 with no more than a two week overlap.

Finance Director Roger Wood stated that the start date for the next chief would be mid-May, but the offer would go out in March 2021.

**Motion** by Director Cross to approve Administrative Staff to include Roger Wood, Anna Butel and Billy Warren, the newly elected Board Member Shawn Kurian, and Labor, represented by John Walka to be involved with the fire chief hiring process.

**Seconded** by Director Moeller

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

### 3. Discussion, presentation and possible approval of the recruitment brochure for the search for the next fire chief. (BOD #2020-10-02)

Heather Renschler, from Ralph Andersen & Associates provided a draft of the recruitment brochure for the search for the next fire chief. She moved back the application date to be able to provide an update to the Board at the December Board Meeting. The group discussed the brochure page by page. Heather brought a question to the group if they want to do a National search or a State / local search only. The Board discussed the question of relocation fees. Heather stated that a Nation-wide search would provide a broader range of candidates. Their fees do cover a National search since everything is done electronically. The District may decide to pay for in-person interviews for the final candidates. Candidates will be asked to apply by December 7<sup>th</sup>, 2020 giving Heather time to provide the Board with an update on how many responses we received at the December 16, 2020 Board Meeting in an Executive Session. Heather said we may want to schedule interviews during January 2021. Heather said an offer would need to be sent in March 2021 to give the selected candidate time to transition from their current position to the SFMD Fire Chief position.

Director Cross mentioned the SFMD logo's on the last page need to be fixed on the brochure. Roger Wood added that a reference to the 48/96 Suppression schedule and 4/10's schedule for Administration should be added to the brochure.



## Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

---

**Motion** by Director Moeller to approve Ralph Andersen & Associates brochure with the language changes that were discussed .

**Seconded** by Director Cross and Director Strand  
**Vote** 5 ayes, 0 nays, **MOTION PASSED**

#### 4. Adjourn (BOD #2020-10-03)

**Motion** by Director Cross at 2:35 p.m. to adjourn the meeting. **Seconded** by Director Moeller

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

#### **Governing Board Approval:**

---

Board Clerk Kathleen Chamberlain  
*Sherry Mueller*

## Appendix C

### C. Renewal Insurance for 7710/Benchmark for 2021

#### Submitted By

Fire Chief Mike Farber  
Finance Director Roger Wood

#### Background / Discussion

On December 31, 2020, the District's current worker's compensation policy with 7710/Benchmark is set to expire. The 2021 renewal quote of \$146,539 reflects a **13.9% DECREASE** over 2020's premium rates.

The most important aspects of the 2021 workers' compensation renewal quote include:

- The gross rate for ALL rate classes decreased from 2020 levels.
- The District's Experience Modifier (EMOD) has decreased to 0.7500 from 0.7700.

Staff recommends that the Board approve the 2021 renewal insurance quote from 7710/Benchmark for worker's compensation insurance coverage.

#### Financial Impact/Budget Line Item

2021 Worker's Compensation Policy \$146,539

#### Enclosure(s)

Benchmark/7710 Insurance Renewal Quote– For Signature





---

## Workers' Compensation Quote Proposal

Print Date: 11/06/2020  
Quote Number: 7245

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

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

### Quote Terms:

Carrier: Benchmark Insurance Company  
Coverage Type: Workers' Compensation  
Transaction Type: Renewal  
Basis: Estimated Payroll (\$10,556,375)  
Estimated Premium: \$ 146,539  
Coverage Dates: 12/31/2020 - 12/31/2021  
Payment Plan: Quarterly Installment

### Coverage Information:

Workers' Compensation Coverage AZ

### Employers Liability:

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

### Required Information to Bind Coverage:

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

### Prior to Binding, Please Confirm the Following:

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

---

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

**Quote is only valid through the effective date noted above.**

Superstition Fire & Medical  
12/31/2020-12/31/2021  
Carrier: Benchmark Insurance Company

Premium Summary

State	Premium
AZ	\$146,539
<b>Total Estimated Annual Premium</b>	<b>\$146,539</b>

Superstition Fire & Medical  
12/31/2020-12/31/2021

Carrier: Benchmark Insurance Company

State	Code	Loc.	Description	Payroll	Base Rate	Premium	Net Rate
AZ	7710	1	Firefighters	\$6,234,300	3.79	\$236,280	1.87
AZ	8380	1	Automobile Service Or Repair Center & Drivers	\$145,922	1.81	\$2,641	0.89
AZ	8411	1	Voluntary Personnel	\$24,000	1.34	\$322	0.66
AZ	8810	1	Clerical Office Employees Noc	\$2,139,200	0.12	\$2,567	0.06
AZ	8868	1	College: Professional Employees & Clerical	\$189,883	0.33	\$627	0.16
AZ	9410	1	Municipal, Township, County Or State Employee Noc	\$1,823,070	2.71	\$49,405	1.34

**Total Payroll** \$10,556,375

**Total Manual Premium:** \$291,842

Policy Limits	1.011	3,210
Experience Modification	0.750	(73,763)
Schedule Modification	0.750	(55,322)
Alcohol and Drug Free Workplace	0.950	(8,298)
<b>Total Modified Premium</b>		<b>165,967</b>
Premium Discount	0.915	(13,402)
Expense Constant	160	160
Terrorism	0.010	1,056
Catastrophe	0.010	1,056

**AZ Premium: \$146,539**

Superstition Fire & Medical  
12/31/2020-12/31/2021

Carrier: Benchmark Insurance Company

**Policy Minimum Premium:** \$750

**Deposit Requirement (see Deposit Invoice)**

Deposit: \$ 45,553

**Proposed Billing Schedule:**

<b>Description</b>	<b>Amount</b>	<b>Due Date</b>
Deposit Requirement	\$45,553	12/31/2020
Installment Bill	\$33,662	04/15/2021
Installment Bill	\$33,662	07/15/2021
Installment Bill	\$33,662	10/15/2021

**Waiver Charges:**

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

**Notes:**

**General Conditions:**

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

Print Date 11/06/2020  
Quote Number 7245

Broker/Agency:  
JW & Associates Insurance Services Inc  
8772758347

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

**Quote Terms**

Carrier Benchmark Insurance Company  
Coverage Type Workers' Compensation  
Transaction Type Renewal  
Basis Estimated Payroll (10,556,375)  
Estimated Premium \$ 146,539.00  
Coverage Dates 12/31/2020 - 12/31/2021  
Payment Plan Quarterly Installment

**REQUEST TO BIND COVERAGE**

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

Broker/Agent Initials: \_\_\_\_\_

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

Applicant's Company Name: \_\_\_\_\_

Primary Contact (First & Last Name): \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Applicant's Initials: \_\_\_\_\_

(I hereby consent to allow my policy to be electronically transmitted - email/website portal - and I understand that I can request a hard copy at any time)  
Each policyholder will be able to access all the tools and information available on the Online Service Center. This is a free online service that can be accessed through [www.bicten.chsitech.com](http://www.bicten.chsitech.com).

**Please return with the signed Acord 130, copy of deposit check (if applicable) to  
[marcy.turnquist@7710insurance.com](mailto:marcy.turnquist@7710insurance.com)**

## DEPOSIT INVOICE

Invoice #: 77D2012102958

Invoice Date: 11/06/2020

**DUE: 12/31/2020**

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

### Quote Terms

Carrier Benchmark Insurance Company  
Coverage Type Workers' Compensation  
Transaction Type Renewal  
Coverage Dates 12/31/2020 - 12/31/2021  
Payment Plan Quarterly Installment

Please make all payments payable to:  
**Benchmark Insurance Company**  
**3250 Lacey Road Suite 140**  
**Downers Grove, IL 60515**

Description	
Policy Deposit	\$43,281
Policy Expenses & Fees:	\$2,272
<b>TOTAL DUE TO BIND COVERAGE:</b>	<b>\$45,553</b>

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

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

Broker/Agency: JW & Associates Insurance Services Inc.

8772758347



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

## Electronic Funds Transfer (ACH) Authorization

\_\_\_\_\_(Company Name) authorizes Benchmark Insurance Company to initiate electronic entries for the purpose of workers' compensation policy premium payments. These payments will follow the payment plan as outlined on my quote or renewal documents. Debit entries and adjustments for any credit entries will be initiated to:

### Type of Bank Account

- Checking Account
- Savings Account
- Business/Commercial Account

### Banking Information

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank City, State & Zip Code: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

This authorization is to remain in full force and effect for the duration of the policy; I understand that I may cancel this authorization at any time in writing to Benchmark Insurance Company.

I understand there may be a fee assessed for unsuccessful ACH attempts.

I acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law.

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix D

### D. Bound Tree Medical Supplies, Operative IQ Licensing Agreement, Customer Rebate Agreement

#### Submitted By

Assistant Chief Rick Ochs

#### Background / Discussion

BoundTree is a medical supply company that we currently purchase most of our disposable medical supplies from. Operative IQ, is a Mobile Inventory Management System (Software) that the fire district utilizes for inventory control and data collection of disposable EMS supplies. This agreement will pertain to nine licenses that are currently utilized by the fire district, and will be in effect for a period of three years. In general, the agreement states that if we purchase a minimum of \$150,000 of goods from BoundTree annually, the fire district will not be charged for the use of Operative IQ or its licenses. We currently purchase about \$180,000 of goods annually from BoundTree and do not foresee a reduction in this amount in the near future.

#### Financial Impact/Budget Line Item

None

#### Enclosure(s)

Agreement







## Operative IQ Licensing Agreement

---

### Customer

Name: Superstition Fire & Medical District  
Address: 3700 16<sup>th</sup> Ave  
Apache Junction, AZ 85119  
Attention: Rick Ochs  
E-mail: rick.ochs@sfmd.az.gov

### Company

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016

---

This Licensing Agreement (the "Agreement") is hereby entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL,

CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of



Operative IQ Licensing

the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

- 14. Notices. All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
15. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
16. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another

jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

- 17. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
18. Waiver of Jury Trial. CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
19. Miscellaneous. Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2020

Customer

Bound Tree Medical, LLC

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_

By: \_\_\_\_\_
Name: Alisha Enrico
Title: Director of Product Management

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



# Customer Rebate Agreement

## Customer

Name: Superstition Fire & Medical District  
Address: 3700 16<sup>th</sup> Ave  
Apache Junction, AZ 85119  
Attention: Rick Ochs  
Email: Rick.Ochs@sfmd.az.gov

## Company

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016

*This Rebate Agreement* (the "Agreement") is hereby entered this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

- Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
- Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
- Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
- Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
- Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
- Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
- Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE..
- Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND

SOFTWARE ACCESSORIES.

- Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
- Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
- Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio
- Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE

AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

- 14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

***Customer***

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***Bound Tree Medical, LLC***

By: \_\_\_\_\_  
Name: Alisha Enrico  
Title: Director of Product Management



**Exhibit A\***

**Customer Name:** Superstition Fire & Medical Dist  
**BTM Customer Number:** 104987  
**BTM Account Manager:** Annie Bryant  
**Number of Inventory Management Licenses:** 9  
**Rebate Period:** 3 Years

<b>Bound Tree Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Inventory Management Licenses	\$3,564	\$3,564	\$3,564	\$10,692
<b>Total Fees Before Rebate</b>	<b>\$3,564</b>	<b>\$3,564</b>	<b>\$3,564</b>	<b>\$10,692</b>

<b>Bound Tree Discount Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Rebate Percentage for Licenses</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	
Inventory Management Licenses	\$0	\$0	\$0	\$0
<b>Total Fees After Rebate</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Rebate Calculation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL SAVINGS</b>
<b>Rebate Percentage</b>	100%	100%	100%	
<b>Minimum Purchase Commitment for Rebate</b>	\$150,000	\$150,000	\$150,000	
Rebate Amount	<b>\$3,564</b>	<b>\$3,564</b>	<b>\$3,564</b>	<b>\$10,692</b>

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

# Appendix E

## E. Renaissance Limited Contract

### Submitted By

Assistant Chief Rick Ochs

### Background / Discussion

This is a one year contract with Renaissance Limited that will begin on January 1, 2021 and continue through December 31, 2021. The contract provides for year-around fire suppression services as well as Emergency Medical Services on all scheduled festival days. Fire suppression services are billable, and based upon established rates for each crew and apparatus utilized. EMS services during scheduled festival dates are based upon average (fully loaded) overtime cost of personnel plus a fee for use of equipment and disposable supplies. The 2021 charge for these costs are \$50,343.81.

### Financial Impact/Budget Line Item

None

### Enclosure(s)

2021 Contract for Services





## *Superstition Fire & Medical District*

565 North Idaho Road, Apache Junction, AZ 85119

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

[www.afjire.org](http://www.afjire.org)



---

### CONTRACT FOR FIRE AND MEDICAL SERVICES

**THIS AGREEMENT** ("Agreement") is entered and made effective as of the 1st day of January, 2021, by and between the **SUPERSTITION FIRE & MEDICAL DISTRICT** ("FIRE DISTRICT"), a political subdivision of the State of Arizona, and **ARIZONA RENAISSANCE LIMITED PARTNERS**, hereinafter "**RENAISSANCE LIMITED.**"

#### RECITALS

1. The **FIRE DISTRICT** is a political subdivision of the State of Arizona, charged with the responsibility of providing fire protection and emergency medical services within its boundaries; and,
2. The **FIRE DISTRICT** possesses fire fighting and emergency medical equipment and has trained personnel to provide firefighting and emergency medical services; and,
3. The **FIRE DISTRICT** provides both Basic Life Support and Advanced Life Support, emergency medical services (E.M.S.); and,
4. **RENAISSANCE LIMITED** owns certain property located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 (the "RENAISSANCE PROPERTY"), which is located outside the jurisdictional boundaries of the **FIRE DISTRICT** where **RENAISSANCE LIMITED** operates a RENAISSANCE FESTIVAL on certain dates annually each February and March; and
5. **RENAISSANCE LIMITED** is not located within the jurisdictional boundaries of any city, town or fire district, and has no fire protection or emergency medical services at this time; and,
6. **RENAISSANCE LIMITED** is familiar with the fire suppression and EMS services provided by the **FIRE DISTRICT** and has contracted with the **FIRE DISTRICT** for EMS services for the duration of the RENAISSANCE FESTIVAL over the course of several years; and,
7. **RENAISSANCE LIMITED** desires a contract with the **FIRE DISTRICT** for:
  - A. RENAISSANCE FESTIVAL SERVICES: Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2021.
  - B. YEAR-ROUND FIRE SUPPRESSION SERVICES: Fire Suppression services at the RENAISSANCE PROPERTY for the period of January 1, 2021 through December 31, 2021. Services under this subparagraph B are separate from the services described in subparagraph A above.
8. The **FIRE DISTRICT** desires to contract with **RENAISSANCE LIMITED** to provide Fire Suppression and Emergency Medical services upon the terms and conditions as set forth in the Agreement.
9. **RENAISSANCE LIMITED** and the **FIRE DISTRICT** each acknowledge that this contract excludes ambulance transport services.

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

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

1. The **FIRE DISTRICT** will provide on site emergency medical services to the property of **RENAISSANCE LIMITED**, located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118.
2. For the purposes of this contract **On Site** emergency medical services is defined as follows:
  - A. Two state certified Emergency Paramedic's on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) each of the following days; February 6, 7, 13, 14, 15, 20, 21, 27, 28, March 6, 7, 13, 14, 20, 21, 27, 28 and April 3 and 4, 2021.
  - B. Two state certified Emergency Medical Technician's on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) hours each of the following days; February 6, 7, 13, 14, 15, 20, 21, 27, 28, March 6, 7, 13, 14, 20, 21, 27, 28 and April 3 and 4, 2021.
  - C. All emergency medical equipment required by the State of Arizona in order to allow personnel to function as Advanced Life Support providers.
  - D. Radio communications, equipment consisting of two VHF hand held portable radios capable of transmitting and receiving on designated **FIRE DISTRICT** frequencies.
  - E. One motorized cart type vehicle capable of transporting personnel, equipment and a patient throughout **RENAISSANCE LIMITED** properties.
  - F. Certificates of Insurance for Professional Health Care, Good Samaritan Liability coverage and statutory Worker's Compensation for the State of Arizona.
  - G. Copies of Daily Report Log for all activity conducted by **FIRE DISTRICT** personnel while on site. The Daily Report Log contains the Date, general Complaint and Aid rendered to each person treated.
  - H. On site supervision and management of emergency medical service personnel as the **FIRE DISTRICT** deems required fulfilling its contractual obligations.
  - I. When **FIRE DISTRICT** employees are directed to remain on site beyond the contractual hours, an hourly rate of \$288.90 will be paid to the **FIRE DISTRICT**, and will be billed in fifteen minute increments.
  - J. High Volume Demands: High Volume Demands are defined as; Two (2) or more patients simultaneously requiring advanced life support care. When a High Volume of Incidents strain the Paramedic providers ability to provide adequate care for all patients in his/her charge the **FIRE DISTRICT** may request the response of a *Fire and Medical* crew for support.

The **Fire and Medical** crew (*One of the Fire District's On-Duty crew's with additional paramedic providers*) will assist with patient care until such time that "High Volume Demands" have been transported to a hospital or have refused further treatments. When a Fire and Medical crew is utilized a rate of \$288.90 per hour will be paid to the **FIRE DISTRICT**. This cost includes the crew and the apparatus, and will be billed in 15 minute increments.

**II. ON SITE FACILITIES**

1. **RENAISSANCE LIMITED** agrees to provide facility and amenities on site for use by the **FIRE DISTRICT** personnel during the term of this contract.



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

III. **YEAR-ROUND FIRE SUPPRESSION**

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

IV. **PAYMENT - EMS**

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

- A) **RENAISSANCE LIMITED** agrees to pay: Fifty Thousand, Three Hundred and Forty Three Dollars, and Eighty one Cents (\$50,343.81) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Festival for the year 2021. This includes Two (2) Paramedic level providers and Two (2) EMT Basic level provider each scheduled day. Payments will be provided in three (3) installments of \$16,781.27 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2021.
- B) Any additional charges, as per **section I. 2. I. and I. 2. J.** will be billed to **RENAISSANCE LIMITED** within sixty days of the occurrence and are due and payable within 30 days of receipt at the **FIRE DISTRICT** offices.

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

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

- C) Fire Suppression Services for **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 for the period of January 1, 2021 through December 31, 2021. **Excluded is Medical Services provided on site at the Renaissance Festival for the dates and times identified in section I. 2. A through B** for year 2021. **RENAISSANCE LIMITED** agrees to pay: A Crew Rate of Two Hundred and Eighty Eight Dollars and Ninety Cents (\$288.90) per four person crew, per hour (billed in fifteen minute increments) for incidents on Renaissance Property when the **FIRE DISTRICT** is summoned. An additional Apparatus Rate will be billed per hour (billed in fifteen minute increments) for the apparatus assigned to each crew. The billable Apparatus Rate is based on apparatus type as per **Schedule A** below. A crew of less than four persons will be prorated.

**Schedule A:** Apparatus Rate by type

○ Fire Engine:	\$139.00 per hour	Crew of 4 persons
○ Ladder Truck:	\$160.00 per hour	Crew of 4 persons
○ Water Tender:	\$125.00 per hour	Crew of 1 person
○ Brush Truck:	\$ 85.00 per hour	Crew of 2 persons
○ Command Vehicle:	\$ 74.00 per hour	Crew of 2 persons
○ Utility Truck:	\$ 85.00 per hour	Crew of 1 person
○ Rehab Truck:	\$ 78.00 per hour	Crew of 1 person

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

VI. **CODE ENFORCEMENT**

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

VII. **INDEMNIFICATION**

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

VIII. **CANCELLATION**

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

IX. **NOTICES**

- ❖ Notices to the **FIRE DISTRICT** will be delivered to:  
**SUPERSTITION FIRE & MEDICAL DISTRICT**  
Attn: Fire Chief  
565 North Idaho Road  
Apache Junction, Arizona 85219
- ❖ Notices to **RENAISSANCE LIMITED** will be delivered to:  
**RENAISSANCE LIMITED**  
Attn: Jeff Siegel  
12601 E. Highway 60  
Gold Canyon, Arizona 85218
- ❖ Notices to **RENAISSANCE LIMITED** will be delivered to:  
**RENAISSANCE LIMITED**  
12601 E. Highway 60  
Gold Canyon, Arizona 85218

- X. **INTEGRATION**  
**THIS INSTRUMENT** contains the entire agreement between the parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.
- XI. **CHOICE OF LAW**  
**THE PARTIES HEREBY AGREE** that the laws of the state of Arizona shall be applied to any provisions under this Contract and venue will be in Pinal County.
- XII. **INSPECTION**  
**RENAISSANCE LIMITED** will provide the **FIRE DISTRICT** with reasonable access to the premises for inspection or drills.
- XIII. **EMERGENCIES**  
**RENAISSANCE LIMITED** authorizes the **FIRE DISTRICT** to take all measures it deems necessary to treat any medical emergency to which the **FIRE DISTRICT** may respond, and agrees to comply with the **FIRE DISTRICT'S** directions during any such emergency.
- XIV. **EFFECTIVE DATE**  
**THIS CONTRACT** shall be effective from January 1, 2021, to December 31, 2021.
- XV. **INDEPENDENT CONTRACTOR**  
**RENAISSANCE LIMITED** acknowledges: that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it as well as any persons or agents as it may employ are not employees of the **FIRE DISTRICT**; and that neither this agreement, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- XIV. **LIMITATION OF BENEFICIARIES.** This Agreement shall not operate to make any person or entity not a party hereto a beneficiary hereof.
- XVI. **INSURANCE.** **RENAISSANCE LIMITED** shall provide and maintain and/or cause its subcontractors to provide and maintain reasonable and appropriate insurance. In no event shall the total coverage provided by **RENAISSANCE LIMITED** be less than the minimum insurance coverage specified in, and in accord with, the following:
1. Comprehensive general liability insurance written on an occurrence basis with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence.
  2. Automobile liability insurance written on an occurrence basis with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to vehicles (whether owned, hired or non-owned) assigned to or utilized hereunder.
  3. Professional errors and omissions liability insurance is not required
  4. Worker's compensation coverage, in at least the minimum statutory amounts.
  5. Prior to **FIRE DISTRICT** commencing any act in performance of this agreement, **RENAISSANCE LIMITED** shall furnish, to the **FIRE DISTRICT**, certificates of insurance evidencing the foregoing coverage.

XVII. **TERMINATION OF AGREEMENT**

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

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

**ARIZONA RENAISSANCE LIMITED PARTNERS**, an Arizona Limited Partnership,

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeff Siegel, General Partner

Chairman of the Fire Board

ATTEST:

\_\_\_\_\_

Clerk of the Fire Board

**ADDENDUM TO AGREEMENT**

**(PROFESSIONAL SERVICES)**

This Addendum, made and entered into effective this \_\_\_ day of \_\_\_\_\_, 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 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 \_\_\_\_\_, 20\_\_.

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

By: \_\_\_\_\_  
Board Chair

ATTEST:

\_\_\_\_\_  
Board Clerk

VENDOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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