

Superstition Fire and Medical District

Board of Directors

September 16, 2015



Board Chairman Jeff Cross
Board Clerk Gene Gehrt
Board Director Todd House
Board Director Charlie Fox
Board Director Jason Moeller

Superstition Fire & Medical District Governing Board Meeting Agenda

PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday September 16, 2015**. 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.

AGENDA:

- 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 August 2015 financial reports and bank reconciliations. **(BOD #2015-09-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2015-09-02)**
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below: **(BOD #2015-09-03)**
 - a) Board Meeting Minutes from August 19, 2015
 - b) Special Board Meeting Minutes from August 31, 2015
 - c) Purchase of 5 new Motorola APX7000E Dual-Band Portable Radios
5. Discussion and possible action to adopt Resolution 2015-05; Using 'The Compliance Engine', an internet based solution for the tracking and enforcement of special systems inspections. **(BOD #2015-09-04)**
6. Discussion and possible action to adopt Resolution 2015-06; Adopting the 2015 Edition of the International Fire Code, through an ordinance process before January 1, 2016. **(BOD #2015-09-05)**
7. Consideration and approval of a capital lease from PNC Equipment Finance, LLC (formerly known as Oshkosh Capital) to finance the purchase of the 2016 Pierce Quantum Pumper ("Pumper") authorized by the Board at the August 19, 2015 Board Meeting and adoption of Resolution 2015-07. **(BOD #2015-09-06)**
8. Consideration and approval of a contract between Superstition Fire & Medical District and Advanced Data Processing, Inc., DBA Intermedix to provide Ambulance Billing Professional Services for the District's upcoming emergency ground transport services. **(BOD #2015-09-07)**
9. Discussion and possible action concerning the Fire Chief Evaluation Template and timeline. **(BOD #2015-09-08)**
10. Presentation and possible discussion of the FY 2014/2015 Annual Report. **(BOD #2015-09-09)**
11. Discussion and possible action of the proposed updated SFMD Governing Board By-Laws. **(BOD #2015-09-10)**
12. Executive Session pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. **(BOD #2015-09-11)**
 - a) Note that Executive Sessions are confidential pursuant to ARS §38-431.03(C)



13. Presentation, discussion, and possible action regarding status and conversion to Tyler Integrated Software System and alternatives. **(BOD #2015-09-12)**
14. Discussion and update of the CCU program and Rescue Operations implementation. **(BOD #2015-09-13)**
15. Chief's Report **(BOD #2015-09-14)**
16. Announcements **(BOD #2015-09-n/a)**
17. Adjourn **(BOD #2015-09-15)**

NOTICE: The governing board may go into executive session for the purpose of obtaining legal advice from the fire district's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the governing board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24 hours before the scheduled meeting date and time):

Posted on September 15, 2015

At: 1430 hours

By: Jasmin Jones

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 twenty-four hours before the board meeting.



Governing Board Meeting – September 16, 2015

Agenda Item: 1

BOD#: 2015-09-01

Agenda Item Title:

Review and approval of the August 2015 financial reports and bank reconciliations.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

**Please note, in order to meet requirements in ARS §48-807(O), the SFMD Fire Board may need to hold a Special Meeting on or before September 30, 2015 to approve August 2015 financial reports.*

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), 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), 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):

*(If available) Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.

**Financial Reports and Bank Reconciliations will be distributed when complete, a special meeting may be necessary*

Recommended Motion (If applicable):

"Motion to approve the August 2015 financial reports and bank reconciliations."



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **August 2015**:

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

Jeff Cross, Board Chairman

Date



Governing Board Meeting – September 16, 2015

Agenda Item: 2

BOD#: 2015-09-02

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

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.

September Milestone Award:

30 Years of Service
Assistant Chief Mike Farber

September Special Recognition:

Fire & Burn Educator of the Year
Fire & Life Safety Specialist Tina Gerola

September Service Awards: *(presented for 5, 10, 15, 20, and 25 year anniversaries):*

15 Years of Service
Fire Engineer John Taylor
10 Years of Service
Fire Captain / Paramedic Ruben Briones
Fire Engineer / Paramedic Tanner Fox
Fire Engineer Rob McMinn
Firefighter / Paramedic Randy VandeKrol

September Service Anniversaries:

24 Years of Service
Assistant Chief Dave Montgomery
Division Chief Richard Ochs
23 Years of Service
Fire Captain / Paramedic Mike Paul
17 Years of Service
Battalion Chief / Paramedic Richard Mooney
Fire Engineer Kevin Johnston
Fire Engineer Jose Sepulveda
Firefighter Nat Erickson
13 Years of Service
Fire Captain / Paramedic Craig Halver



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Fire Engineer / Paramedic Jim Crowley
Fire Engineer Aaron McDonald
Fire Captain / Paramedic Mike Ament
9 Years of Service Cont.
Firefighter / Paramedic Ken Simkins
Firefighter / Paramedic Eric Ellsworth
Firefighter / Paramedic Dustin Farber



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Governing Board Meeting – September 16, 2015

Agenda Item: 3

BOD#: 2015-09-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None



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Governing Board Meeting – September 16, 2015

Agenda Item: 4

BOD#: 2015-09-03

Agenda Item Title:

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

- a) Board Meeting Minutes from August 19, 2015 – **Appendix A**
- b) Special Board Meeting Minutes from August 31, 2015 – **Appendix B**
- c) Purchase of 5 new Motorola APX7000E Dual-Band Portable Radios – **Appendix C**

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for September 16, 2015.”



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Governing Board Meeting – September 16, 2015

Agenda Item: 5

BOD#: 2015-09-04

Agenda Item Title:

Discussion and possible action to adopt Resolution 2015-05; Using 'The Compliance Engine', an internet based solution for the tracking and enforcement of special systems inspections.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The Fire Prevention Bureau is tasked, through the adoption of the International Fire Code and other National Standards and Guidelines such as NFPA codes, to inspect special fire protection systems, including but not limited to; fire sprinkler systems, fire alarm systems, kitchen hood systems, fire pump systems, etc.

The Compliance Engine is a simple, internet based tool for Fire Prevention Bureaus to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third-party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Authority Having Jurisdiction, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems.

Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident.

With The Compliance Engine, our SFMD Fire Prevention Division will be better equipped to do more with less in our mission to achieve 100% code compliance for all special systems within our jurisdiction.

Financial Impact:

N/A

Enclosure(s):

SFMD Resolution 2015-05

The Compliance Engine Executive Summary

Implementation Plan

Service Level Agreement

Recommended Motion:

"Motion to adopt Resolution 2015-05; For the Purpose of Using 'The Compliance Engine' for the tracking and enforcement for special systems inspections."



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Superstition Fire & Medical District



RESOLUTION 2015-05

ADOPTION OF 'THE COMPLIANCE ENGINE', A BRYCER, LLC INTERNET BASED INSPECTION TRACKING SOLUTION

A RESOLUTION OF THE SUPERSTITION FIRE & MEDICAL DISTRICT BOARD TO ADOPT THE REQUIREMENTS FOR ALL THIRD-PARTY FIRE INSPECTIONS, WHICH INCLUDE BUT ARE NOT TO BE LIMITED TO; FIRE SPRINKLER SYSTEMS, FIRE ALARM SYSTEMS, KITCHEN HOOD FIRE SUPPRESSION SYSTEMS, FM-200 SYSTEMS, SPRAY BOOTHS, AND FIRE PUMPS, BE SUBMITTED ELECTRONICALLY TO THE COMPLIANCE ENGINE (TCE).

WHEREAS, the Superstition Fire & Medical District (SFMD) is committed to the preservation of life and property through effective fire prevention measures; *and*

WHEREAS, The Compliance Engine is a web-based system that connects the Authority Having Jurisdiction (AHJ) which is the SFMD, commercial entities, and fire protection contractors delivering fire and life safety inspection reports in a streamlined and efficient manner; *and*

WHEREAS, The Compliance Engine, Brycer LLC, will electronically track installations, annual testing, modifications, or maintenance the special protection systems within the Fire District's jurisdiction for compliance to fire code standards, and electronically report such findings to the AHJ located in the Fire Marshal's office; *and*

WHEREAS, the Superstition Fire & Medical will not incur any costs for this service;

BE IT RESOLVED, to adopt the requirement for all third-party contractors providing special systems inspections, which include but are not limited to fire sprinkler systems, fire alarm systems, kitchen hood fire suppression systems, FM-200 systems, spray booths, and fire pumps, be submitted electronically to The Compliance Engine (TCE).

APPROVED AND ADOPTED this 16th day of September, 2015, at a duly noticed public meeting of the Superstition Fire & Medical District Governing Board.

Jeff Cross, Board Chairman
Fire District Board

Gene Gehrt, Board Clerk
Fire District Board



The Compliance Engine is a simple, internet based tool for Fire Prevention Bureaus to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Authority Having Jurisdiction, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, Fire Prevention Bureaus will be better equipped to do more with less in their mission to drive 100% code compliance with life safety laws.

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety

Revenue Model:

- Free for AHJs
- Zero charge to the building owners
- \$10 fee paid by 3rd party contractors on per system, per premises, per annum basis.
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc.

Learn more at www.thecomplianceengine.com or 855-279-2371

Collect. Connect. Comply.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN



POWERED BY **BR**Y**CER**

Superstition Fire & Medical Dist.

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Implementation Task List

The following is the list of tasks needed to be completed by Superstition Fire & Medical District, in order to complete the implementation. By completing these in a timely manner will allow for the simplest and smoothest transition into the system.

Task	Due Date	Completed
Logo		<input type="checkbox"/>
Signature		<input type="checkbox"/>
Data		<input type="checkbox"/>
Notices		<input type="checkbox"/>
ITM List		<input type="checkbox"/>
Training		<input type="checkbox"/>
Go Live		<input type="checkbox"/>

Notification Templates

Next 6 Pages are the notification templates.

Please note that bold texts are auto populated fields from our system. Whatever information you add to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most Jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel these are good the way they have been created please let us know and these will be loaded as your default templates in our system for notifications. At any time you see the need for changes please contact our office and we will work with you to get the changes completed and reset all notifications so they reflect any needed adjustments

Renewal Notification Template



NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner,

In accordance with local Fire code _____ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

Per state and local regulations, **system type** must be tested within the month of your renewal date which is **Month/Day/Year**.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

Inspection Company

Phone #

Email

ABCITM

###.###.####

info@abcitm.com

It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at www.thecomplianceengine.com. All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

Digital Signature

P.
E.

NID ### IRN #####

Manual Date Renewal Notification Template

NOTICE

Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

In accordance with local fire code _____ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

The system must be tested per state and local regulations. We have not received this report; please have your service contractor forward immediately.

A licensed company is required by law to inspect and test your **system type**. **It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at www.thecomplianceengine.com.**

All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

Digital Signature

P.
E.

NID ### IRN #####

Manual Date Overdue Notification Template

NOTICE



Month/Day/Year

PAST DUE

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at www.thecomplianceengine.com

If this inspection has been completed you must notify your inspection company that they are required to submit on your behalf a copy of this report via the web at www.thecomplianceengine.com.

All questions concerning the above requirements should be directed to the **AHJ Name**

Sincerely Yours in Life & Fire Safety;

Digital Signature

P.
E.

NID ### IRN ####

Overdue Notification Template



NOTICE



Month/Day/Year

PAST DUE

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner,

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at www.thecomplianceengine.com

The **system type** was due to be tested on or before **Month/Day/Year** per State and local regulations.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

Inspection Company

Phone #

Email

ABCITM

###.###.####

info@abcitm.com

If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us via the web at www.thecomplianceengine.com. All questions concerning the above requirements should be directed to the AHJ Name.

Sincerely Yours in Life & Fire Safety;

Digital Signature

P.
E.

NID ### IRN #####

Deficiency Notification Template



NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

SUBJ: Deficiency with regards to fire prevention and life safety code _____

A recent inspection of your **system type**, at **property address** on **month/date/year** by **ITM Company** revealed the violations listed below.

This is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection on (**30 days from date of letter**) may make you liable for the penalties provided for by law for such violation(s) under the city's Building and Fire Codes.

Deficiency found during ITM service:	Deficiency Description
Deficiency found during ITM service:	Deficiency Description
Deficiency found during ITM service:	Deficiency Description
Deficiency found during ITM service:	Deficiency Description

If you have corrected all deficiencies, please have your inspection contractor provide documentation of the repair at www.thecomplianceengine.com.

Sincerely Yours in Life & Fire Safety;

Digital Signature

P.
E.

NID ### IRN #####

AHJ Sample Requirement Letter to Fire Protection Contractors



Dear Service Provider,

Nationally, between 30-50% of all life safety apparatus go without the required inspection, testing and maintenance required by the building and fire codes. **AHJ Name** is on par with the national statistics. After significant due diligence to correct this problem, we have selected The Compliance Engine application to drive our efforts of obtaining 100% compliance with **AHJ Name** adopted fire code, improving our departmental efficiencies and delivering on the goal we all share of improving public safety.

Starting **Month/Date/Year** all compliant & non-compliant fire life safety system inspection and test reports are required to be sent to the **AHJ Name** electronically by your respective organization via The Compliance Engine online system at **www.thecomplianceengine.com**.

Any contractor licensed to inspect fire prevention and life safety systems within the **AHJ Name** are required to submit the reports via The Compliance Engine per **Ord./Res./Code No. XYZ**. We request all reports within 30 days of the inspection or maintenance completion. Systems with impairments should be reported immediately to the fire department.

Benefits to you:

- Increases market opportunity for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires a nominal filing fee be paid by the service provider at the time of submittal. Once registered, pricing is viewable under our AHJ icon in The Compliance Engine. If you are not currently registered with Brycer, please do so at www.thecomplianceengine.com and sign up for any of the scheduled online educational sessions.

We look forward to partnering with you to better protect and serve our community. We are confident this innovation will benefit us ALL.

Sincerely,

Digital Signature

P.
E.

AHJ Sample Requirement Letter to Fire Protection Contractors

Procedure for inspection and testing contractors:

- Enter all inspectors, inspector licenses, and company licenses
- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all inspection reports and type out deficiencies for short form reports
- Attach pdf version of inspection report when using short form
- Check correctly entered reports are submitted for payment
- Update deficiency tracking with completed maintenance work
- Check notifications sent out by AHJ
- Clear out open inspection reports
- Submit a new Premises when necessary (if you cannot locate the Premises in the existing database)
- View your transaction list to confirm correct payment
- Acknowledge new AHJs as they appear
- Create new users when necessary
- Update credit card information

Systems Tracked:

- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression System (Testing and Cleaning)
- Standpipe
- Active Smoke Control System
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Special Suppression System
- Fire Escape

TCE Tracks the Following Systems:

System Type
Automatic Fire sprinkler System
Fire Alarm System
Commercial Hood Cleaning
Commercial Kitchen Hood Suppression System
Standpipe
Active Smoke Control System
Fire Escape
Special Suppression System (e.g. Foam System)
Private Hydrant System
Fire Pump
Spray Booth
Emergency Generator
Elevator

Pricing Model for Fire Protection Contractors

BRYCER PRICING MODEL



System Type	Submittal Frequency	Pricing	Annual Total
Automatic Fire Sprinkler System (Dry, Wet, Preaction/Deluge, Foam can be combined)	Annual, Quarterly, Monthly	\$10.00	\$10.00
Fire Alarm System	Annual, Quarterly, Monthly	\$10.00	\$10.00
Commercial Hood Cleaning	Annual, Quarterly, Monthly	\$10.00	\$10.00
Commercial Kitchen Hood Suppression System	Semi-Annual	\$10.00	\$20.00
Commercial Kitchen Hood Suppression System (cooking only once per week)	Annual	\$10.00	\$10.00
Standpipe	Annual	\$10.00	\$10.00
Active Smoke Control System	Annual	\$10.00	\$10.00
Private Hydrant System	Annual	\$10.00	\$10.00
Fire Pump	Annual, Quarterly, Monthly	\$10.00	\$10.00
Spray Booth	Annual	\$10.00	\$10.00
Emergency Generator	Annual	\$10.00	\$10.00
Special Suppression System	Annual	\$10.00	\$10.00
Fire Escape	Annual	\$10.00	\$10.00
Elevator	Annual	\$10.00	\$10.00

PRICING EXAMPLE:

Building with: main control panel, 500 smoke detectors, 400 heat detectors, 6 sub panels etc.

The ITM company will submit the complete results of their test to the AHJ for a total annual cost of \$10.

Some ITM companies will perform quarterly or monthly tests on the fire alarm and submit 4 quarterly reports vs. 1 annual. Brycer will still charge only \$10 for the submittal of the 4 reports. The charge will be incurred on the first submittal and again 12 months following the original submittal date (repeated annually thereafter).

This process insures that all ITM reports are tracked and all deficiencies are addressed without penalizing a building for having a higher level of compliance.

NOTE:

- ⚡ We do *NOT* charge per floor, riser, or flow switch for sprinklers
- ⚡ TCE Accepts the submittal of monthly, quarterly, semi-annually ITM reports within the same service year at *no additional charge*
- ⚡ Kitchen systems follow NFPA standards of 100% testing which will be charged per system submission
- ⚡ The first submission for a property will be charged (even if it is a quarterly or monthly, as the pricing is every 12 months and depends on the first report submitted)

The Compliance Engine Premises Upload Version 3.0

The Compliance Engine provides for the ability to upload Premises into the system. The Premises Upload function allows for new Premises to be created and existing Premises to be updated utilizing a unique Premises ID (sometimes referred to as a reference number).

When a Premises record is encountered in the upload file, the system first checks to see if a Premises already exists for the specified Premises ID. If the Premises ID exists, the current Premises record in The Compliance Engine is updated with the new information. Existing contacts are replaced with the contacts included in the upload file.

If the Premises ID does not already exist, a new Premises record is created with the associated contacts from the upload file.

Upload File Layout

The upload file must be in a comma separated value file format, or .csv. A comma separated value file is a plain text file consisting of one record per line with each field delimited by a comma. Fields that contain non-numeric data (e.g., strings) should be encapsulated in quotes.

The first row of the upload file may include a comma delimited list of field names. While this is not required, it makes mapping easier within The Compliance Engine. Fields may appear in any order.

"Reference Number", "Building Number", "Record Type", "Premises Name", "Premises Address Line 1", "Premises Address Line 2", "Premises City", "Premises State", "Premises Postal Code", "System Type", "Contact First Name", "Contact Last Name", "Contact Organization", "Contact Address Line 1", "Contact Address Line 2", "Contact City", "Contact State", "Contact Postal Code", "Contact Phone Number", "Contact Fax Number", "Contact Email"

The following table is used to describe the row of data to represent each Premises. The same Premises row may be included multiple times to represent the Building Owner and Responsible Party contacts (see examples).

Field	Type	Required/Optional	Description
Reference Number	String	Required	Unique identifier for a Premises address.
Building Number	String	Optional	Identifier of a Premises to be used as the parent Premises.
Record Type	String	Required	Indicator of the type of record. (see record type chart below)
Premises Name	String	Required	Name of the Premises. Use "VACANT" for addresses without a current occupant.
Premises Address Line 1	String	Required	Complete physical address of the Premises.
Premises Address Line 2	String	Optional	Secondary address information (e.g., Suite, Floor, etc.)
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type "Fire Alarm"

Upload File Layout

Field	Type	Required/Optional	Description
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type “Fire Alarm”
Contact Last Name	String	Conditional (see record type chart below)	Last name of contact person.
Contact First Name	String	Conditional (see record type chart below)	First name of contact person.
Contact Organization Name	String	Conditional (see record type chart below)	Name of organization for contact person.
Contact Address Line 1	String	Conditional (see record type chart below)	Address of contact person/organization.
Contact Address Line 2	String	Conditional (see record type chart below)	Secondary address information of contact person/organization.
Contact City	String	Conditional (see record type chart below)	City of contact person/organization.
Contact State	String	Conditional (see record type chart below)	State of contact person/organization.
Contact Postal Code	String	Conditional (see record type chart below)	Postal/Zip Code of contact person/organization.
Contact Phone Number¹	String	Optional	Telephone number of contact person.
Contact Fax Number¹	String	Optional	Fax number of contact person
Contact Email Address	String	Optional	E-mail address of contact person.

¹Phone numbers should be in the format of AAAPPPNNNNXXXX, where AAA is the area code, PPP is the prefix, NNNN is the number and XXXX is the extension. The Compliance Engine will attempt to format the telephone number by removing any punctuation from the strong.

Use the following table to determine the record type to be assigned to each

Record Type	Description
OCC	Premises address for the current occupant
OWNER	Property owner contact (can only be one)
RESP	Responsible party (can only be one)

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

August 4, 2015

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

Attn: Assistant Chief Dave Montgomery:

Re: “The Compliance Engine”

Dear Assistant Chief Montgomery:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Superstition Fire & Medical District (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution plus any additional fees which Client charges in connection with the activities relating to the subject premises (the “Certification Fees”). Upon receipt of a Certification Fee, Brycer will remit to Client the amount by which such Certification Fee exceeds the amount of fees due and payable to Brycer in connection with such third party inspector’s use of the Solution, which may be amended from time to time upon the written agreement of Brycer and Client. The Certification Fee shall be determined by Client. Brycer will charge Client a processing fee of ____ for collecting Certification Fees for life safety systems on behalf of Client. Brycer will remit payment to Client on a quarterly basis.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.

- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 7.0, Firefox version 3, Chrome 2 or Safari 4 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require in writing (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of _____, 20___:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. Proprietary Rights. All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.
7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and

Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Each party (the "Indemnifying Party") will defend and indemnify the non-indemnifying party against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction
12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally

recognized overnight courier service, one business day after delivery.

17. Assignment. The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.
18. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
19. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
20. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
21. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
22. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Governing Board Meeting – September 16, 2015

Agenda Item: 6

BOD#: 2015-09-05

Agenda Item Title:

Discussion and possible to adopt Resolution 2015-06; Adopting the 2015 Edition of the International Fire Code, through an ordinance process before January 1, 2016.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The Fire Prevention Bureau is preparing to begin a comprehensive review of the 2015 International Fire Code (IFC) and, as part of the planning and preparation for this requested adoption, has prepared SFMD Resolution 2015-06. Normally, all components of the adoption process would come forward at one time, however because of the unique opportunity to enhance our position in the upcoming ISO testing and grading process, it was determined that the timing of a resolution intending to adopt the newer version of the IFC should happen immediately with the ordinance to follow up before January 1, 2016.

SFMD currently follows the International Fire Code – 2006 Edition, adopted in early January 2007 with amendments. Prior to this we had utilized the 1997 and 1991 Uniform Fire Codes. Intergovernmental Agreements with the City and County allow us to enforce the fire code within the jurisdictional boundaries of the fire district. The City of Apache Junction is preparing to adopt the 2015 Edition of the International Code Series, which includes the 2015 IFC. The fire district has always maintained an unofficial policy of adopting the same code and edition that the City of Apache Junction has adopted.

The Arizona Revised Statutes (ARS) mandates fire districts to adopt nationally and internationally recognized model codes such as the IFC.

In the effort to provide clear and consistent review of new construction documents and interpret ongoing code related issues with the most comprehensive options, it is critical that we are working with the same set of codes as the City, and be at the same or newer version adopted by Pinal County and the State of Arizona.

Pinal County has adopted the 2012 International Code (I-Code) series, including the IFC. The differences between the 2012 and the 2015 edition of the IFC are minimal.

The State of Arizona is currently working with the 2003 International Code, with plans to adopt the 2012 IFC as funding allows. By utilizing the same or newer codes as adopted by the City and County, the 2015 IFC will encourage a greater degree of consistency in the application of provisions across our jurisdiction.

The 2015 IFC provides new provisions and changes that directly benefit the community and the health and safety of firefighters. Builders can now benefit in several ways by voluntarily adding automatic fire sprinkler systems and other fire and life safety systems into building designs. The new code also benefits firefighters through requirements for 'Air Replenishment Systems' in certain commercial buildings.



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It has always been the primary objective of our organization to maintain the highest possible standards of fire and life safety for the citizens we serve. The adoption of this new code with local amendments will continue that legacy and provide a modern, up-to-date fire code that addresses all hazards to life and property using both prescriptive and performance-based design provisions.

Staff Recommendation:

Staff recommends approval of Resolution 2015-06, adopting the 2015 International Fire Code through ordinance before January 1, 2016.

Financial Impact:

New code books and associated in-house training aids, approx. \$1000

This is a planned expenditure for the 2015/2016 budget cycle from line item 100-5-55160-50

Enclosure(s):

Resolution 2015-06

Recommended Motion:

"Motion to adopt Resolution 2015-06; adopting the 2015 Edition of the International Fire Code, through an ordinance before January 1, 2016."



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Superstition Fire & Medical District



RESOLUTION 2015-06

STATEMENT OF INTENT TO AMEND THE EXISTING FIRE CODE AND REPLACE WITH THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE

A RESOLUTION OF THE CHAIRPERSON AND BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT APPROVING THE AMENDMENT OF THE EXISTING FIRE CODE AND REPLACING IT WITH THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE WITH AMENDMENTS, PRIOR TO JANUARY 1, 2016.

WHEREAS, the Superstition Fire & Medical District is interested in providing the maximum safety from fire and hazards to life and property for the citizens we serve; *and*

WHEREAS, the Superstition Fire & Medical District is committed to the concept of a safe home and work environment through modern code enforcement; *and*

WHEREAS, there have been significant technology advances in the field of fire protection, life safety and code enforcement during the last several years; *and*

WHEREAS, Arizona statutes permit the amendment, revision, and replacement of an adopted fire code with an alternative nationally recognized fire code; *and*

WHEREAS, the 2015 Edition of the International Fire Code, with amendments is a nationally recognized fire code; *and*

WHEREAS, there are certain posting and notice requirements that must occur prior to the Superstition Fire & Medical District conducting a public hearing for amending the existing fire code of the Superstition Fire & Medical District, in addition to other preparations; *and*

WHEREAS, it is the intent of the Superstition Fire & Medical District to amend its existing fire code by an ordinance to be adopted prior to January 1, 2016;

NOW, THEREFORE, the board of directors for the Superstition Fire & Medical District hereby adopts this resolution 2015-06, to state its intent to adopt an ordinance to amend, revise and replace the existing adopted fire code with the 2015 Edition of the International Fire Code, with amendments, and adopt a schedule of penalties for violations of the 2015 Edition of the International Fire Code, with amendments, before January 1, 2016.

PASSED AND ADOPTED this 16th day of September, 2015, at a duly noticed public meeting of the Superstition Fire & Medical District Governing Board.

Jeff Cross, Board Chairman
Fire District Board

Gene Gehrt, Board Clerk
Fire District Board

Governing Board Meeting – September 16, 2015

Agenda Item: 7

BOD#: 2015-09-06

Agenda Item Title:

Consideration and approval of a capital lease from PNC Equipment Finance, LLC (formerly known as Oshkosh Capital) to finance the purchase of the 2016 Pierce Quantum Pumper (“Pumper”) authorized by the Board at the August 19, 2015 Board Meeting and the adoption of Resolution 2015-07.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

At the August 19, 2015 Board Meeting, the Governing Board authorized Staff to purchase a 2016 Pierce Quantum Pumper at a price not to exceed \$736,047.11. The total bid price reflects \$56,322.00 in discounts.

Staff has negotiated a 10-year / 3.50% / \$1.00 buy-out capital lease with PNC Equipment Finance, LLC. to finance the purchase of the Pumper. The annual payment for the lease is \$86,098.48, with the first payment due September 21, 2016.

Staff recommends that the Board approve the financing of the purchase of the 2016 Pumper through the negotiated 10-year capital lease from PNC Equipment Finance, LLC.

This item was budgeted for in the FY15/16 budget.

Financial Impact:

FY 15/16 – \$0

Enclosure(s):

PNC Equipment Finance, LLC Capital 10-Year Capital Lease for Pierce Quantum Pumper
Resolution 2015-07

Recommended Motion:

“Motion to approve the financing of the purchase of the 2016 Pierce Quantum Pumper through the negotiated 10-year Capital Lease Schedule Number 192659000 from PNC Equipment Finance, LLC and adoption of Resolution 2015-07.”



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Master Lease-Purchase Agreement
Between
SUPERSTITION FIRE & MEDICAL DISTRICT AND PNC EQUIPMENT FINANCE, LLC

DOCUMENT INDEX

- ☐ Master Lease-Purchase Agreement – Provided for your reference.
- ☐ Master Lease-Purchase Addendum – Provided for your reference.
- ☐ Lease Schedule with Schedule A-1 – Sign and title
- ☐ Vehicle Schedule Addendum –Sign and title
- ☐ Incumbency Certificate and Resolution– List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- ☐ Title - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. In addition, we will need a copy of the front and back of the MSO listing Oshkosh Capital, 995 Dalton Ave, Cincinnati, OH 45203 as first lien holder.
- ☐ Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- ☐ Three Party Agreement – Sign and title.
- ☐ Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- ☐ IRS FORM 8038-G – Sign, date, and title
- ☐ Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- ☐ ***Sales Contract or Purchase Order - please provide a copy of the Sales Contract enter into with Pierce Manufacturing or a copy of the Purchase Order issued to Pierce Manufacturing Inc.***

LEASE SCHEDULE NO. 192659000

Dated As Of September 21, 2015

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated November 25, 2014

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

Superstition Fire & Medical District
("Lessee")

PNC Equipment Finance, LLC ("Lessor")
F/k/a Oshkosh Capital

By: _____

By: _____

Title: _____

Title: _____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

Superstition Fire & Medical District

3955 E. Superstition Blvd
Apache Junction, AZ 85119

Pinal County

2016 Pierce Quantum Pumper

VIN #

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date:

September 21, 2015

(b) Amount Financed:

i.	Equipment Purchase Price	<u>\$696,594.00</u>
i.	Sales Tax	<u>\$54,877.11</u>
ii.	Purchase Price Deduction	<u>\$0.00</u>
	Prepay Discounts	<u>\$35,424.00</u>
	Trade In	<u>\$0.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	<u>\$716,047.11</u>

(c) Payment Schedule:

Accrual Date: September 21, 2015

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	9/21/2016	86,098.48	25,061.65	61,036.83	674,660.59
2	9/21/2017	86,098.48	22,925.36	63,173.12	609,592.27
3	9/21/2018	86,098.48	20,714.30	65,384.18	542,246.57
4	9/21/2019	86,098.48	18,425.85	67,672.63	472,543.76
5	9/21/2020	86,098.48	16,057.31	70,041.17	400,401.36
6	9/21/2021	86,098.48	13,605.87	72,492.61	325,733.97
7	9/21/2022	86,098.48	11,068.63	75,029.85	248,453.22
8	9/21/2023	86,098.48	8,442.59	77,655.89	168,467.65
9	9/21/2024	86,098.48	5,724.63	80,373.85	85,682.59
10	9/21/2025	86,098.48	2,911.50	83,186.98	1.00

Superstition Fire & Medical District
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC
("Lessor") F/k/a Oshkosh Capital

By: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated As Of September 21, 2015

Lease Schedule No. 192659000 Dated September 21, 2015

Lessee: Superstition Fire & Medical District

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above

Superstition Fire & Medical District
("Lessee")

PNC Equipment Finance, LLC
("Lessor") F/k/a Oshkosh Capital

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION

Municipality/Lessee: Superstition Fire & Medical District

Principal Amount Expected To Be Financed: \$716,047.11

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 2015.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Superstition Fire & Medical District

[SEAL]

Signature of Secretary/Clerk of Municipality

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: Superstition Fire & Medical District

Lease Schedule No.: 192659000

Dated: September 21, 2015

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature

Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: Superstition Fire & Medical District

Lessor: PNC Equipment Finance, LLC

Re: Lease Schedule No. 192659000 dated September 21, 2015, together with its Master Lease-Purchase Agreement dated November 25, 2014, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Arizona (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

Superstition Fire & Medical District, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue: (check to indicate coverage)

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 155 East Broad Street, B4-B230-05-7, Columbus, OH 43215, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: Superstition Fire & Medical District

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please send a FAX copy of certificate to Cheryl Kennedy at 1-800-678-0602.

The original should be mailed to the same at:

PNC Equipment Finance, LLC
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please call Cheryl Kennedy at 1-800-820-9041, ext. 4, if you have any questions.

THREE PARTY AGREEMENT

Dated as of September 21, 2015

"Lessee" means Superstition Fire & Medical District

"Schedule" means Lease Schedule No. 192659000 Dated September 21, 2015, together with its Schedule A-1.

Reference is made to the Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule attached therein ("Equipment") to be supplied by Pierce Manufacturing Inc. ("Supplier"). For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$696,594.00</u>
Sales Tax	<u>\$54,877.11</u>
Vendor Discounts:	<u>\$35,424.00</u>
Advance Payment Date:	<u>September 21, 2015</u>

3. Upon execution of the Lease Schedule and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	<u>\$0.00</u>
Trade In:	<u>\$0.00</u>
Amount Financed:	<u>\$716,047.11</u>

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date:	<u>July 21, 2016</u>
----------------------------	----------------------

(b) Supplier hereby agrees that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date:	<u>September 21, 2016</u>
------------------------	---------------------------

5. If for any reason whatsoever Supplier fails to comply with its agreements set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed

Equipment”), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Supplier hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Supplier shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) “Prime Rate” means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Supplier makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee’s obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement.

7. Supplier agrees that a Performance Bond will be issued which names the Supplier as Principal, the Lessee as Oblige and the Lessor as Additional Oblige. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the lessee and accepted by the Supplier. The “Contract Date” referred to in the Performance Bond shall be the date of the Three Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

Superstition Fire & Medical District
 (“Lessee”)

PNC Equipment Finance, LLC
 (“Lessor”) F/k/a Oshkosh Capital

By: _____

By: _____

Title: _____

Title: _____

Pierce Manufacturing Inc.
 (“Supplier”)

By: _____

Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 192659000

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

Superstition Fire & Medical District
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC
INFORMATION REQUEST

LESSEE NAME: Superstition Fire & Medical District

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes _____ No

Please list any special instructions below:



Superstition Fire & Medical District



RESOLUTION 2015-07

District/Lessee: Superstition Fire & Medical District

Principal Amount Expected To Be Financed: \$716,047.11

WHEREAS, the District is a political subdivision of the State in which District is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the District ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the District.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the District.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the District:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the District, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the District. Each Authorized Representative acting on behalf of the District is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the District to execute and deliver agreements and documents relating to the Leases on behalf of the District.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the District as set forth therein.

Section 4. The District's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the District's obligations under the Leases shall not constitute general obligations of the District or indebtedness under the Constitution or laws of the State.

Superstition Fire & Medical District

Section 5. As to each Lease, the District reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”) during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this September 16, 2015.

The undersigned Secretary/Clerk of the above-named District hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the District, that the foregoing resolutions were duly adopted by said Governing Body of the District at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Superstition Fire & Medical District

Signature of Secretary/Clerk of District

Print Name: _____

Official Title: _____

Date: _____

Governing Board Meeting – September 16, 2015

Agenda Item: 8

BOD#: 2015-09-07

Agenda Item Title:

Consideration and approval of a contract between Superstition Fire & Medical District and Advanced Data Processing, Inc., DBA Intermedix to provide Ambulance Billing Professional Services for the District's upcoming emergency ground transport services.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

To support the launch of the District's emergency ground transport services projected to begin January 1, 2016, Staff has evaluated numerous EMS billing service alternatives to identify the best cost / quality / service provider solution, including an inter-district alternative with North County Fire & Medical District. After extensive analysis and research, Staff has determined that Intermedix will provide the best solution for the District.

SFMD is leveraging an existing contract between the City of Yuma and Intermedix to receive the most favorable terms and conditions in the industry. (Other fire agencies and cities including Northwest, Surprise, and Mesa have all recently exercised the same ability to leverage the City of Yuma / Intermedix contract.) To do so, Staff is relying on:

- A. The District's Procurement Policy, Section 3 – Waiver of Competition which allow for the waiver of competition if an existing Government, State Contract and Inter-Governmental Agency Agreement exists.
- B. The City of Yuma's Contract with Intermedix – Section 7.0 which states "In addition to the City of Yuma and with approval of the contracted vendor, this Agreement may be extended for use by other municipalities, school districts and governmental agencies of the state. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity."

At a high level, the District will receive the following services from Intermedix (not meant to be all inclusive):

- ICD-10 code compliant EMS billing services at a cost of 5.30% of all monies collected by the District, less refunds, for emergency transport services.
- Initial application support for Medicare and private insurance billing certifications.
- Training on billing codes for our Paramedics and EMTs to maximize billing revenue.
- Support and advice on setting up the District's Bank Lockbox for electronic and/or remote payments.
- 24/7/365 IT support in establishing initial ePCR and ImageTrend system linkages between the District, medical providers, and insurance providers, as well as on-going issue resolution.
- Access to Intermedix' Masterbank database containing over 30 million patient accounts to maximize billings.
- The ability to monitor patients' insurance information to determine when a patient's deductible has been met to determine the best time to bill for a transport for the purpose of maximizing payment from the insurance company (high deductible policy monitoring).



Go to Item 9

Go to Agenda

- On-going 7-day a week customer service support (8:30 am – 5:00 pm Pacific Time), including 24 hour response in writing or via returned phone call for inquiries during off hours.
- Six claims processing centers and three data centers to ensure timely processing of claims and disaster recovery.
- On-line training, reports, and data on each medic along with advice on how to coach and counsel our Paramedics to maximize billing potential (Quality Assurance).
- On-going compliance, audit, and regulatory support.
- Statistical reporting to support the District's annual application for rate increases, if applicable.
- One-year contract, with four additional one-year terms renewable one year at a time; 90-day written non-renewal notice from either party.

NOTE: Intermedix does not provide collections services due to the position that this would be a conflict of interest. However, Intermedix will advise the District on the selection of a collection agency if requested.

Staff is recommending the Board approve the Professional Services Agreement between the District and Intermedix for ambulance billing professional services.

This item was budgeted for in the FY15/16 budget within the 150 Transport Services Fund. The District budget and ACRC application both assumed a billing cost of 7.0%, so this agreement is 1.3% less which will result in a cost savings for the District over the next 5 years.

Financial Impact:

FY15/16 cost: 5.3% of net emergency ground transport billing collections, less refunds

Enclosure(s):

Advanced Data Processing, Inc. DBA Intermedix Ambulance Billing Professional Services contract

Recommended Motion:

"Motion to approve the contract between the District and Advanced Data Processing, Inc. DBA Intermedix for the provision of Ambulance Billing Professional Services."



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**PROFESSIONAL SERVICES AGREEMENT
AMBULANCE BILLING
SUPERSTITION FIRE AND MEDICAL DISTRICT**

This Agreement ("Agreement") is made this 16th day of September, 2015 ("Effective Date"), by and between the Superstition Fire & Medical District (the "**DISTRICT**"), and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, a Delaware Corporation (the "**PROVIDER**") for Ambulance Billing Professional Services.

WHEREAS, the DISTRICT provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services;

WHEREAS, PROVIDER provides billing, collection and related consulting services and equipment for localities and other providers of EMS and represents that it has the background and expertise necessary to provide the automated ambulance billing, insurance services and collection system required by DISTRICT;

WHEREAS; PROVIDER provides services substantially similar to those required by DISTRICT to the City of Yuma, AZ ("Yuma City"), pursuant to an Agreement entitled City of Yuma Professional Services Contract Ambulance Billing Service ("Yuma City Agreement"), resulting from a Request for Proposals dated October 11, 2010 ("Yuma City Agreement");

WHEREAS; Yuma City and PROVIDER have consented to extend the terms of its Yuma City Agreement with PROVIDER to DISTRICT and DISTRICT has elected to purchase off the Yuma City Agreement attached hereto and incorporated in this Agreement as Exhibit B (City of Yuma Professional Services Contract Ambulance Billing Service), subject to modifications herein to address local needs and requirements, to help DISTRICT meet its procurement requirements; and

WHEREAS, the DISTRICT and PROVIDER wish to document their agreement concerning the respective obligations of the parties.

NOW THEREFORE, the parties to this Agreement agree to the following terms and conditions:

1. **Incorporation by Reference.** Yuma City's Request for Proposals, dated October 11, 2010 ("RFP") and PROVIDER'S proposal response ("PROVIDER's Commitments") are incorporated herein by reference and as if fully set forth.

2. **Scope of Services.** PROVIDER shall perform and carry out Services as specifically described in City of Yuma Agreement as specifically described in Exhibit B.

3. **Duration of Agreement.** The term of this Agreement shall follow the Yuma City term, which shall begin on the Effective Date first set forth above and continue with the option of four (4) additional one (1) year terms, renewable at one (1) year at a time. If either party determines that this Agreement will not be renewed for any subsequent year that party shall provide ninety (90) days' written notice of the non-renewal to the other party. Any changes in terms and conditions of this Agreement will be reduced to writing as an amendment and such amendment will not become effective until fully executed by both parties,

4. **Payments.** DISTRICT will pay PROVIDER an amount equal to five and thirty hundredths percent (5.30%) of all monies collected by PROVIDER or paid to the DISTRICT directly, less refunds, as fees for performance of Services during the term of this Agreement. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of invoice with appropriate and complete documentation of the amount billed, the amount collected and the amount refunded during the billing period. Invoices shall be submitted by PROVIDER to DISTRICT no more than monthly for the Services rendered during the preceding month.

5. **Notifications.** Notifications required or permitted under this Agreement must be in writing and are deemed effective upon delivery if by electronic mail (e-mail), facsimile or delivery by a courier service or overnight delivery service or three (3) days after posting with the U.S. Mail Service. Notice of change of address must be provided thirty (30) days prior to the effective date. All notices to a party will be sent to the address set

forth below, or to such other address as may be designated by that party by notice to the other party in according with this Section:

To DISTRICT: Superstition Fire and Medical District
565 N. Idaho Road
Apache Junction, AZ 85119
Attn: Mike Farber, Assistant Chief, Finance Services

To PROVIDER: Intermedix Corporation
6451 N. Federal Hwy., Suite 1000
Fort Lauderdale, FL 33308
Attn: Brad Williams, VP & CAO

6. Access to Billing System.

6.01 Right to Use. During the Term of this Agreement PROVIDER grants to DISTRICT, access to PROVIDER billing systems solely to view DISTRICT's accounts, run various reports, and access all data associated with the billing and collection process which is wholly owned by DISTRICT ("Billing Service"). During the Term of this Agreement, PROVIDER will not in any way transfer to any third party or use in direct or indirect competition with DISTRICT any information or data posted by or for the benefit of DISTRICT on PROVIDER's website and acknowledges that all such information is confidential ("Confidential Information"). PROVIDER further acknowledges that its handling of information on behalf of DISTRICT is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. PROVIDER agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

6.02 User Restrictions. DISTRICT shall not, and shall not permit others to, without the express written consent of PROVIDER: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing Service or in any way attempt to discover or reproduce source code for the Billing Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing Service. DISTRICT agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing Service, any other Service or the Documentation.

6.03 Internet Access. DISTRICT shall be responsible for providing its own Internet access necessary to provide the Billing Service, and in no event shall DISTRICT be provided with direct access (by modem or otherwise) to the Billing Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, PROVIDER makes no guarantee that any given user will be able to access the Billing Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and PROVIDER shall not be liable to DISTRICT for its inability to access the Billing Service, however PROVIDER shall notify the DISTRICT regarding unavailability of the Billing Service as provided below.

6.04 Reporting. Operational and financial data reports for DISTRICT will be available on the Billing Services when the Billing Service is available. If PROVIDER is aware that the Billing Service will be unavailable longer than four hours, it shall promptly notify DISTRICT. The format and content of the data will be established and defined by PROVIDER in consultation with the DISTRICT and such reports may be added, modified or deleted after notice to DISTRICT. Notwithstanding the foregoing, DISTRICT may request that specific, custom reports be made available to it at an additional charge to be negotiated between PROVIDER and DISTRICT.

6.05 Acknowledgement with Respect to Reports. With respect to each report generated for DISTRICT as part of the Billing Service, DISTRICT acknowledges and agrees: (i) such report represents a "snapshot" of a

moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding DISTRICT's business. Accordingly, any particular report may not accurately represent the DISTRICT's future financial condition.

6.06 Intellectual Property. DISTRICT agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment are the property and trade secrets of PROVIDER, and that DISTRICT will not release any information regarding such Confidential Information (as such term is defined in Section 9.1) and/or trade secrets of PROVIDER to any third party without the prior written consent of PROVIDER. DISTRICT further agrees that, in connection with the use of certain data entry devices, DISTRICT may gain access to the intellectual property of third parties. DISTRICT understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. DISTRICT agrees to enter into such arrangements at PROVIDER's request.

6.07 Audit Rights. From time to time and upon reasonable prior written notice, PROVIDER may audit DISTRICT's use of the Services to help ensure that DISTRICT is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of DISTRICT. DISTRICT will identify and cooperate with PROVIDER (or its representatives) to provide PROVIDER (or its representatives) with reasonable access to all relevant equipment, personnel and records.

7. DISTRICT Responsibility.

7.01 Generally. DISTRICT is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing Service. DISTRICT will immediately (and in no greater than twenty four (24) hours from DISTRICT's knowledge of the following) notify PROVIDER and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of PROVIDER related to the Services that is known or suspected by DISTRICT or its Users; (iii) any use of false identity information to gain access to or use the Billing Service or (iv) any loss or theft of a hardware device on which a User has access to the Billing Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves a violation of Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), the Parties shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the DISTRICT has performed EMS.

7.02 Rights Following Notification. Upon PROVIDER's receipt of notification given by the DISTRICT of a Security Breach Event, PROVIDER shall have the right to immediately, without notice to DISTRICT, suspend DISTRICT's access to the Billing Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing Services, (ii) any other intellectual property rights of PROVIDER or its affiliates or (iii) the personal data or Protected Health Information gathered by DISTRICT in the performance of EMS by the DISTRICT. To the extent that a Security Breach Event requires DISTRICT to provide HIPAA Notifications, any such notifications shall not include a reference to PROVIDER or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if DISTRICT intends to reference PROVIDER in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, DISTRICT shall provide PROVIDER written notice of its intent to do so no later than three (3) days prior to DISTRICT's provision of each required HIPAA Notification (i.e. no later than three (3) days prior to DISTRICT's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

7.03 Security. DISTRICT acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. DISTRICT is responsible for requiring its Users to use a password to access the Billing Services in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. PROVIDER shall use commercially reasonable efforts to maintain the security of the Billing Services, but shall not be responsible for the DISTRICT's loss or dissemination of passwords or other breaches beyond PROVIDER's reasonable control.

8. Collection Efforts.

8.01 Alternative Collection Arrangements. With the District's prior approval, PROVIDER will have the right, on DISTRICT's behalf, to enter into an alternative collection arrangement with respect to any patient encounter performed by the DISTRICT if: (i) the total payments are for at least eighty percent (80%) of the amount of the bill; (ii) an insurance company offers at least seventy percent (70%) of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) PROVIDER is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to DISTRICT.

8.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of DISTRICT and such efforts have not been successful, PROVIDER shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts after the first bill has been issued to the patient in the ordinary course of business, but in all cases as that term has meaning under Medicare regulations. In addition, PROVIDER may terminate or suspend collection efforts in the event that DISTRICT has knowingly supplied PROVIDER with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from DISTRICT with respect to any patient encounter, the accounts that PROVIDER has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

8.03 Administrative Fee/Third Party Collection Costs. DISTRICT will be responsible for engaging any third party collection service for uncollectible accounts after PROVIDER has exhausted its collection efforts. DISTRICT will be directly liable for all fees of third party collection agency.

8.04 Excluded Persons. If any refunds of patient accounts of DISTRICT are required to be refunded to or offset by any government and commercial payor as a result of DISTRICT's violation of its obligations set forth in Exhibit A (Scope of Services), Section II.I. (an "Excluded Person Refund"), PROVIDER shall not be required to refund to DISTRICT any commissions or fees earned or previously paid to PROVIDER as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

8.05 Payment on Patient Accounts. The PROVIDER shall allow patients to pay the account through check, e-check, automatic withdrawal, credit card, debit card, and cash.

9. Confidentiality and HIPAA Business Associate Obligations

9.1 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall not include the terms of this Agreement, or the existence and general nature of this Agreement. In addition, Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. DISTRICT shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

9.2 Use and Disclosure. Except as expressly permitted by this Agreement or the Business Associate-BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(i) not disclose Discloser's Confidential Information except: (i) to the employees or PROVIDERS of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 9.2; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify Discloser of such obligation;

(ii) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(iii) use all reasonable care in data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(iv) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit A (the "BA Agreement").

10.3 Return of Confidential Information. Subject to PROVIDER's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so, unless retention of such records is otherwise required by law.

10.4 HIPAA Business Associate Exhibit/Changes in HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to PROVIDER's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then PROVIDER and DISTRICT shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, DISTRICT and PROVIDER by their duly authorized officers, has caused these documents to be properly executed the day and year first above written.

PROVIDER:

DISTRICT:

ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, a DELAWARE CORPORATION	SUPERSTITION FIRE AND MEDICAL DISTRICT
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By:

Name: _____
Title: _____
Date: _____

By:

Name: _____
Title: _____
Date: _____

Exhibit A

Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between **Superstition Fire and Medical District** (“Covered Entity”) and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation** (“Business Associate”), effective as of the Effective Date of the Underlying Agreement.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this BA Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this BA Agreement, the parties agree as follows:

1. **Definitions.**

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. **Obligations of Business Associate.**

a. **Permitted Uses and Disclosures.** Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate’s obligations under the Underlying Agreement and as permitted by this BA Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this BA Agreement. Business Associates shall not Use or further Disclose PHI other than as permitted or required by this BA Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that

with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this BA Agreement.

c. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.

f. Encryption. To facilitate Business Associate’s compliance with this BA Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach triggering notification obligations under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this BA Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity’s PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate

Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this BA Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the

Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this BA Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (i) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501; and (ii) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this BA Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this BA Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this BA Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this BA Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BA Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this BA Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this BA Agreement and the Underlying Agreement, the terms of this BA Agreement shall control.

14. Survival. The provisions of this BA Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This BA Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. To the extent this BA Agreement is not governed by federal law, this BA Agreement shall be governed by and construed in accordance with the laws of the State and County in which Covered Entity is located, exclusive of its rules governing choice of law and conflict of laws.

17. Notices. All notices required or permitted under this BA Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

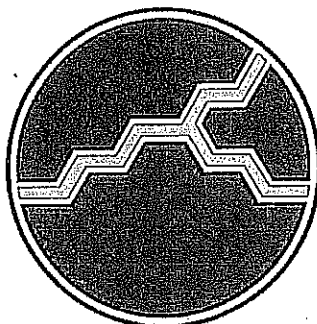
Superstition Fire and Medical District
565 N. Idaho Road
Apache Junction, AZ 85119
Attn: Mike Farber, Assistant Chief, Administrative Services
Telephone no: 480-982-4440 ext. 121
Facsimile no: _____
Email Address: mike.farber@sfmd.az.gov

If to Business Associate:

Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Chief Compliance Officer
Telephone no: 954-308-8700
Facsimile no: 954-308-8725

EXHIBIT B
CITY OF YUMA PROFESSIONAL SERVICES CONTRACT
AMBULANCE BILLING SERVICE

CONTRACT: **AMBULANCE BILLING SERVICE**
CITY OF YUMA REQUEST FOR PROPOSAL #2010000398



City of YUMA

PROFESSIONAL SERVICES CONTRACT

PROJECT: AMBULANCE BILLING SERVICE

THIS AGREEMENT is between the CITY OF YUMA, ARIZONA, a municipal corporation of the State of Arizona ("CITY") and Advanced Data Processing, Inc., DBA Intermedix ("PROVIDER").

RECITALS

The CITY desires professional services for **AMBULANCE BILLING SERVICES** for billing, collection, financial reporting and analytical services.

The PROVIDER is qualified and able to provide services indicated. The parties therefore agree as follows:

AGREEMENT

1.0 AGREEMENT DOCUMENTS

- 1.1 The Agreement consists of this document and all other exhibits, specifications, supplementary conditions, request for proposals, addenda, PROVIDER's responsive proposal, and other documents attached or referenced. It may also include amendments added in the future.
- 1.2 In the event of a conflict between the request for proposals and the PROVIDER's responsive proposal, the request for proposals will control unless a written amendment has been agreed upon, in which event the written amendment will be controlling.

2.0 PROVIDER'S OBLIGATIONS

- 2.1 **SERVICE DESCRIPTION:** The PROVIDER will conduct **AMBULANCE BILLING SERVICES** as described in the Request for Proposals, the PROVIDER's proposal dated October 11 2010, and the fee proposal dated October 11, 2010. All work must be completed to the CITY's satisfaction
- 2.2 The PROVIDER must obtain prior written approval from the CITY's representative or his/her designee for any change in the scope of work that materially increases or decreases the cost of performance. In addition, the PROVIDER must perform all modified work according to the terms of this Agreement.

- 2.3 The CITY will not accept any claim for extra work or materials furnished unless the PROVIDER receives prior written authorization from the CITY. All work or materials furnished without prior written authorization are at the PROVIDER's own risk and expense. The CITY will not accept or pay claims for unauthorized work or materials. If any errors or omissions are disclosed, the PROVIDER must correct them at its own expense.

2.4 **Federal Immigration Laws**

The PROVIDER understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The PROVIDER must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, PROVIDER hereby warrants to the City that the PROVIDER and each of its subPROVIDERS ("SubPROVIDERS") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "PROVIDER Immigration Warranty").

A breach of the PROVIDER Immigration Warranty shall constitute a material breach of this Contract and shall subject the PROVIDER to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any PROVIDER or SubPROVIDER employee who works on this Contract to ensure that the PROVIDER or SubPROVIDER is complying with the PROVIDER Immigration Warranty. PROVIDER agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the PROVIDER and any of its subPROVIDERS to ensure compliance with PROVIDER's Immigration Warranty. PROVIDER agrees to assist the City in regard to any random verifications performed.

Neither the PROVIDER nor any SubPROVIDER shall be deemed to have materially breached the PROVIDER Immigration Warranty if the PROVIDER or SubPROVIDER establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the PROVIDER enters into with any and all of its subPROVIDERS who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a PROVIDER or subPROVIDER. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.5 **Sudan and Iran**

Pursuant to A.R.S. § 35-391.06 and § 35-393.06, Provider represents and warrants that it does not have, and will not have during the term of this contract, scrutinized business operations in Sudan and/or Iran.

3.0 CITY'S OBLIGATIONS

- 3.1 The CITY will furnish one copy of data in its possession pertinent to completion of the project. The PROVIDER must search the records and request any additional specific information needed to complete the project. The PROVIDER is liable for any errors, omissions or inconsistencies that result from PROVIDER's failure to obtain information or assess site conditions necessary to complete the project.
- 3.2 The CITY will make information and data concerning policies, standards, criteria, and studies available for reproduction.
- 3.3 City represents and warrants that all information provided to Provider shall be accurate and complete. Provider shall have no obligation to verify the accuracy of such information.
- 3.4 City represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for City: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

4.0 PAYMENTS

- 4.1 The CITY will pay the PROVIDER an amount equal to five and three tenths percent (5.3%) of all monies collected by PROVIDER or paid to the CITY directly, less refunds, as fees for performance of services during the term of this Agreement. Price increases may only be requested by the PROVIDER within 30-days prior to the annual anniversary date of the Agreement.
- 4.2 The CITY shall pay PROVIDER within 30 days of receipt of an invoice with appropriate and complete documentation of the amount billed, the amount collected and the amount refunded during the billing period. Invoices may be submitted by PROVIDER to the CITY no more often than monthly for the services rendered during the preceding month.
- 4.3 The PROVIDER may not make any charge or claim for damages that result from delays or hindrances beyond the CITY's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the parties. An extension is not a waiver of any of the CITY's legal rights.
- 4.4 All documents the PROVIDER presents to the CITY under this agreement are the CITY's permanent property. The PROVIDER must deliver all required reports before the CITY will make final payment.

5.0 DURATION OF AGREEMENT

- 5.1 This Agreement is for a term of one year from the effective date identified herein or until the required services are completed to the satisfaction of the CITY as further provided in 5.3 below.
- 5.2 This Agreement may renew for up to four additional one-year terms, renewable one year at a time. If either party, determines that this Agreement will not be renewed for any subsequent year that party shall provide 30 days written notice of the non-renewal to the other party. Any changes in the terms or conditions of this Agreement will be reduced

to writing as an amendment and such amendment will not become effective until fully executed by both parties.

- 5.3 In the event this Agreement is not renewed under 5.2 above or the CITY and PROVIDER are unable to renegotiate rates under 4.1 above for another year, the CITY reserves the right to extend this Agreement at the current rates for a period not to exceed six months total for the purpose of completion of services started prior to current agreement expiration.

6.0 LIABILITY, DAMAGES AND REMEDIES

- 6.1 TERMINATION: This Agreement may be terminated by the following:

- A. The mutual consent of both parties.
- B. The CITY terminates the project, or any portion of it.
- C. The City of Yuma reserves the right to terminate any part of or the entirety of this contract without cause at any time with thirty (30) calendar days notice.
- D. The PROVIDER breaches or defaults on any provisions of this Agreement. PROVIDER shall be given written notice specifying the nature and extent of the default and 30 days to cure provided, however, that if the default takes longer than 30 days to cure, PROVIDER will not be deemed to be in default if PROVIDER has begun the cure and diligently prosecutes to completion. In no event shall the cure period be longer than 90 days. The CITY in its sole discretion shall determine whether PROVIDER adequately addresses any default.
- E. The CITY breaches or defaults on any provisions of this Agreement. CITY shall be given written notice specifying the nature and extent of the default and 30 days to cure provided, however, that if the default takes longer than 30 days to cure, CITY will not be deemed to be in default if CITY has begun the cure and diligently prosecutes to completion. In no event shall the cure period be longer than 90 days.
- F. If CITY or PROVIDER shall: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

- 6.2 TERMINATION PROCEDURES: The CITY and the PROVIDER have the following obligations upon termination:

- A. The terminating party must notify the other party in writing. The CITY shall make no new assignments and the PROVIDER shall complete all work assigned prior to notice of termination and proceed to close all operations.
- B. The PROVIDER must deliver all reports entirely or partially completed and all unused materials supplied by the CITY. The PROVIDER does not warrant incomplete materials. The CITY's reuse of incomplete materials is entirely at the CITY's own risk.
- C. The PROVIDER must submit a final invoice with documentation of services rendered through the date of completion of all services to CITY. Prior to submission of the final invoice, CITY will continue to pay PROVIDER for post-termination wind-down services in the same manner as payment was made before termination.

D. The CITY will pay PROVIDER for the work actually completed as payment in full for services rendered to the date of completion of all services. The CITY will make final payment within 60 days of PROVIDER's final remittance of all monies collected for the CITY and PROVIDER's invoice for services performed for the City.

6.3 ENVIRONMENTAL CONDITIONS: The PROVIDER must comply with all applicable federal, state, and local environmental laws, regulations and ordinances. The PROVIDER must defend and indemnify the CITY for any required remediation and for all liabilities, losses, claims, judgments, fines, or environmental damage arising out of violations of applicable laws, regulations and ordinances.

6.4 INSURANCE

Before the commencement of any services, the PROVIDER must provide the CITY with certificates of insurance and endorsements identifying this Agreement by number or name. All required insurance policies, except Workers' Compensation and Professional Liability shall be endorsed to name the CITY, and its employees, as Additional Insured. Policies shall be endorsed to provide that any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the PROVIDER. Provider shall waive subrogation against the City and all policies shall be endorsed to waive subrogation against the City. All insurance policies are subject to approval by the CITY. ~~The PROVIDER must give the CITY thirty days written notice before canceling any policy.~~ The PROVIDER's failure to furnish evidence of insurance may be considered a breach.

All certificates are to be sent to:

City of Yuma
Purchasing
One City Plaza
Yuma, AZ 85364-1436

A. The PROVIDER must carry **Commercial General Liability** insurance with an unimpaired limit of not less than *\$1 million* for each occurrence with a *\$2 million* General Aggregate Limit. The policy must be primary and not contributory to any insurance provided by CITY or its employees. Coverage must extend for two years past completion and acceptance of the project, and the PROVIDER must provide annual Certificates of Insurance and endorsements as evidence of continued coverage. The insurance policy must not exclude:

1. bodily injury
2. property damage

B. The PROVIDER must carry **Professional Liability** coverage for errors and omissions arising out of the work or services performed by the PROVIDER, its agents and employees, with an unimpaired limit of \$1 million each claim and \$1 million all claims.

C. The PROVIDER must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than \$1 million per occurrence combined limit bodily injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

D. In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

E. Certificates of Insurance naming the CITY and its employees as Additional Insured and designating the insurance as primary and not contributory to any insurance provided by the CITY and its employees shall be provided with the following ISO endorsements: CG 20 10 10 01 and CG 20 37 10 01.

- 6.5 INDEMNIFICATION: PROVIDER must indemnify and defend the CITY, and its employees, against all claims, damages, losses, and expenses resulting from, caused by, or arising out of the PROVIDER's intentional or negligent acts, mistakes, or omissions in performance of this Agreement except to the extent that such claims, damages, losses or expenses result from inaccurate information provided by CITY or CITY's noncompliance with any applicable laws. This includes any intentional or negligent acts, mistakes, or omissions of the PROVIDER's subPROVIDERs.

The amount and types of insurance coverage required above does not limit the scope of indemnity in this paragraph.

7.0 COOPERATIVE USE OF CONTRACT

In addition to the City of Yuma and with approval of the contracted vendor, this Agreement may be extended for use by other municipalities, school districts and governmental agencies of the state. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

8.0 GENERAL PROVISIONS

- 8.1 SUCCESSOR AND ASSIGNS: This Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.
- 8.2 GOVERNING LAW: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 8.3 WAIVER: If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
- 8.4 SEVERABILITY: If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 8.5 INTEGRATION: This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.
- 8.6 NO PARTNERSHIP: Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.
- 8.7 JURISDICTION / ATTORNEYS' FEES. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought exclusively in the Superior Court, Yuma County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of such Court. The parties also expressly waive their right to remove any such action to federal court. If an action or proceeding is brought for failure to observe any of the provisions of this Agreement, the prevailing party is entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including but not limited to expert witness fees, court costs, reasonable attorney fees and, without limitation, all copying,

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CITY OF YUMA REQUEST FOR PROPOSAL #2010000398

duplication, scanning, imaging, and/or related expenses related to document management, reproduction, and/or recovery.

- 8.8 COMPLIANCE WITH LAW: The PROVIDER must comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. The PROVIDER will comply with the Americans with Disabilities Act (ADA) and will indemnify the CITY for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The PROVIDER will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Contract, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). The PROVIDER agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the PROVIDER must include similar requirements of all subPROVIDERs in contracts entered for performance of the PROVIDER's obligations under this Agreement.
- 8.9 TIME OF THE ESSENCE: Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in the PROVIDER's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
-
- 8.10 CONFLICT OF INTEREST: This Agreement is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511 as amended.
- 8.11 NOTIFICATIONS: Notifications required or permitted under this Agreement must be in writing and are deemed effective upon delivery if by electronic mail (e-mail), facsimile or delivery by a courier service or overnight delivery service or three days after posting with the U.S. Mail Service. Notice of change of address must be provided 30 days prior to the effective date. . All notices to a party will be sent to the address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To CITY:

With copy to:

Greg Wilkinson
City Administrator
One City Plaza
Yuma, AZ 8536
(928) 373-5011 (Office)
(928) 373-5012 (Fax)

City of Yuma Fire Department
ATTN: Fire Chief
One City Plaza
Yuma, AZ 85364
(928) 373-4853 Office
(928) 373-4851 Fax

To Intermedix:

Brad Williams
Vice President, Finance
Intermedix Corporation
6451 North Federal Highway, Suite 1002
Fort Lauderdale, Florida 33308
brad.williams@intermedix.com
(954) 308-8707 Office

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CITY OF YUMA REQUEST FOR PROPOSAL #2010000398

8.12 FORCE MAJEURE: PROVIDER shall not be liable for failure to perform PROVIDER's duties if such failure is caused by catastrophe, act of war, civil disturbance, act of God or similar contingency beyond the reasonable control of the PROVIDER. PROVIDER shall take all such measures as may be necessary to resume service as quickly as possible.

9.0 ATTACHMENTS.

The following named attachment is made an integral part of this Agreement:

Business Associate Agreement (Exhibit A attached hereto and made a part hereof).

This Agreement is effective on MARCH 29TH, 2012.

CITY OF YUMA

Advanced Data Processing, Inc.
dba Intermedix

By [Signature]
Gregory K. Wilkinson, CITY ADMINISTRATOR

by [Signature]

Print Name Doug Shamon

Title President & CEO

ATTEST:

[Signature]
Lynda L. Bushong, CITY CLERK

APPROVED AS TO FORM:

[Signature]
Steven W. Moore, CITY ATTORNEY

March 19, 2012
DATE SIGNED

Exhibit A

Business Associate Addendum

This Business Associate Agreement ("Agreement") is entered into between The City of Yuma ("Covered Entity") and Advanced Data Processing, Inc. dba Intermedix ("Business Associate"), effective as of MARCH 29th, 2012 (the "Effective Date").

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a

business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when required by law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS Web site. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach triggering notification obligations under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i)

in the event that any individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (i) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501; and (ii) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate or, if termination is not feasible, report Business Associate's breach or violation to the Secretary.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity or, if termination is not feasible, report Covered Entity's breach or violation to the Secretary.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business

Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. To the extent this Agreement is not governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Arizona.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

City of Yuma
One City Plaza
Yuma, AZ 85364-1436
Attn: City Administrator
Telephone no: (928) 373-5011, Facsimile no: (928) 373-5012
Email Address: Greg.Wilkinson@YumaAz.gov

If to Business Associate: C/O Intermedix Corporation

6451 N. Federal Highway, Suite 1002
Ft. Lauderdale, FL 33308
Attn: Joe McCloskey, Vice President, Compliance Officer
Telephone no: 954-308-8714, Facsimile no: 305-521-0785
Email Address: joe.mccloskey@intermedix.com

March 29th, 2012

City of Yuma Fire Department
ATTN: Fire Chief
One City Plaza
Yuma, AZ 85364-1436

RE: City of Yuma Professional Services Contract for Ambulance Billing Service

Dear Sir:

City of Yuma Fire Department ("City") and Intermedix ("Provider") are parties to the above contract dated March 29th, 2012 (the "Contract"). This letter is intended to provide further detail around the scope of services set out in the Contract. It does not replace any requirements in the request for proposal, but rather provides more specificity around the specific obligations of both parties to the Contract.

Provider shall provide revenue cycle management services for City as described below. Provider shall, during the Term:

1. Prepare and submit initial claims and bills for City promptly upon receipt of all required information, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
2. Assist City in identifying necessary documentation in order to process and bill the accounts.
3. Assign billing patient account numbers providing cross-reference to City's assigned transport numbers.
4. Work with the City to establish arrangements with hospitals to obtain/verify patient insurance and contact information. Maintain responsibility for obtaining missing or incomplete insurance information.
5. Provide accurate coding of medical claims based on information provided by City and utilizing up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
6. Provide a toll free telephone number for patients and other Payors to be answered as designated by City and otherwise follow up with, and respond to messages or inquiries from, Payors.
7. Direct payments to a lockbox or bank account designated by City, to which City alone will have signature authority.
8. Process refund requests and provide City with documentation substantiating each refund requested.
9. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Provider.
10. Negotiate and arrange modified payment schedules for individuals unable to pay full amount all at once when billed.
11. Provide any City-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
12. Permit real-time read only electronic look-up access by City to obtain patient data and billing information.

13. Maintain records in an electronic format that is readily accessible by City personnel and that meets federal and state requirements for maintaining patient medical records.
14. Provide appropriate storage and data back-up for records pertaining to City's bills and collections hereunder, accessible to City at reasonable times.
15. Provide a designated liaison for City to meet, as needed, with representatives of City to discuss results, problems and recommendations.
16. Support the providers in filing and maintaining required documentation and agreements with Payors (e.g., Medicare, Medicaid, Champus, etc.). However, City shall remain responsible for all required documentation.
17. Provide reasonably necessary periodic training, as requested by City, to City's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.
18. Facilitate proper security of confidential information and proper shredding of discarded materials containing such information.
19. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
20. Provide reasonable access to City to enable City to perform appropriate and periodic audits. Any such audit will be: (a) upon reasonable notice to Provider; (b) conducted during normal business hours of Provider; and (c) at City's expense.
21. Provide timely reports facilitating monitoring, evaluating, auditing and managing the Services provided.
22. Provide coding of medical claims based on information provided by CITY.
23. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG)

City's responsibilities and obligations shall be as follows:

1. From each person who receives EMS from City ("Patient"), City shall use its best efforts to obtain and forward the following information ("Patient Information") to Provider:
 - (i) Patient's full name and date of birth;
 - (ii) mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
 - (iii) Patient's social security number;
 - (iv) name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
 - (v) auto insurance carrier address and/or agent's name and phone number, if an automobile is involved;
 - (vi) employer's name, address and Workers Compensation Insurance information, if the incident is work related;
 - (vii) Patient's Medicare or Medicaid HIC numbers if applicable;
 - (viii) Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
 - (ix) call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
 - (x) odometer readings such that loaded miles may be calculated;

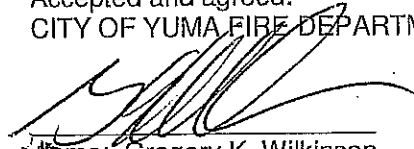
- (xi) physician certification statements (PCS) or equivalent documentation for non-emergency transports that are to be billed to Medicare, Medicaid pursuant to CMS regulations;
 - (xii) pre-authorization required for transports by any Payor; and
 - (xiii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.
2. City will provide Provider with necessary documents required by third parties to allow for the electronic filing of claims by Provider on City's behalf.
 3. City will provide Provider with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. City will be responsible for engaging any third party collection service for uncollectible accounts after Provider has exhausted its collection efforts.
 4. City will timely process refunds identified by Provider for account overpayments.
 5. City will provide a lock-box or bank account address to Provider and will instruct the lock-box or bank custodian agency to forward all documents to Provider for processing. City agrees that it will be solely responsible for the cost and maintenance of any and all of City's bank accounts, lock-box and/or remote deposit services. City, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.
 6. City will provide Provider with daily bank balance reporting capabilities via the bank's designated web site.
 7. City will cooperate with Provider in all matters to ensure proper compliance with laws and regulations.
 8. City agrees that it will forward to Provider copies of checks, or other payment documentation requested by Provider relating to the services provided under the Contract, within 10 days of the date of receipt of those payments.
 9. City agrees to notify Provider in the event that their ePCR vendor, if not Intermedix, performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

We look forward to working with you.

INTERMEDIX


Doug Shamou, CEO

Accepted and agreed:
CITY OF YUMA FIRE DEPARTMENT


Name: Gregory K. Wilkinson
Title: City Administrator

Governing Board Meeting – September 16, 2015

Agenda Item: 9

BOD#: 2015-09-08

Agenda Item Title:

Discussion and possible action concerning the Fire Chief Evaluation Template and timeline.

Submitted By:

Ms. Donna M. Aversa

Background/Discussion:

November 2015 marks the yearly fire chief evaluation process. During the 2014 evaluation process the Board of Directors (BOD) simplified the fire chief evaluation process and approved the Fire Chief Evaluation Policy. Included in the board packet is the Fire Chief Evaluation Template and a copy of the approved Fire Chief Evaluation Process Policy and a sample of the transmittal to be used for internal/external evaluators.

Internal Evaluators – Last year, the BOD requested evaluations from members of the Senior Leadership Team (Montgomery, Schirmer, Farber, and Wood).

External Evaluators – Last year, the BOD requested evaluations from Dr. Wilson, Superintendent of the Apache Junction Unified School District, Chief Kelly, Apache Junction Police Chief, Mr. Powell, City Manager.

Staff recommends the following timeline for the fire chief's evaluation process:

Month	Process
September	<ul style="list-style-type: none">➤ The BOD will review Fire Chief Evaluation Template and direct any modifications.➤ Donna (with HR shadowing the process) will facilitate the process and will distribute the Fire Chief Evaluation Template to internal and external evaluators.➤ Chief Bourgeois will present the 2015 Annual Report with accomplishments to the Board (BOD #2015-09-09)
October	<ul style="list-style-type: none">➤ Chief Bourgeois will schedule one-on-one meetings with the BOD to discuss and clarify accomplishments.➤ The BOD will coordinate with Donna (with HR shadowing) to complete their individual Fire Chief Evaluation forms.
November	<ul style="list-style-type: none">➤ The BOD will convene to achieve consensus related to the key results areas, during an executive session pursuant to A.R.S. §38-431.01(A)(1).
December	<ul style="list-style-type: none">➤ The Fire Chief may present any response/feedback to the BOD Evaluation.

Financial Impact:

N/A

Enclosure(s):

SFMD Fire Chief Evaluation Template

SFMD Fire Chief Evaluation Process Policy

Sample Transmittal Form for Internal/External Evaluations



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Recommended Motion:

“Motion to direct staff to distribute the template of the Fire Chief Evaluation to Board of Directors, Senior Leadership Team, and External Evaluators and further approve proposed timeline for staff to move forward with the fire chief evaluation process.”



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SUPERSTITION FIRE/MEDICAL FIRE DISTRICT
2015 FIRE CHIEF EVALUATION FORM

Fire Chief: Hire Date:	Paul Bourgeois	Review Date:
Governing Board of Directors: Chairman: Jeff Cross Clerk: Gene Gehrt Director: Todd House Director: Charlie Fox Director: Jason Moeller		Current Evaluation Period: Fall 2015

Business Environment, Grading Criteria, Key Results Areas

Business Environment

The Superstition Fire/Medical District covers nearly 62 square miles and serves a year round population of approximately 85,000 people, with the potential to double in geography and customers with planned growth. The current operating budget is nearing \$20 million dollars which includes land, facilities, personnel and infrastructure for 5 state of the art firefighting/paramedic units 24 hours per day.

Grading Criteria

The following grading scale and criteria will be utilized by the Superstition Fire/Medical Board of Directors (BOD) for the purpose of evaluating the fire chief's performance.

Grade (A) indicates outstanding performance. The fire chief is very proficient in his/her skills and strong performance is consistently observed.

Grade (B) indicates performance is admirable and above the level expected. Proficiency is developing and very good performance is frequently observed.

Grade (C) indicates performance is satisfactory and meeting reasonable expectations of a qualified fire chief. The chief is beginning to grasp concepts/skills.

Grade (D) means the fire chief does not yet understand concepts/skills that have been introduced and performance is well below what is reasonably expected of a qualified and fully functioning fire chief. An action plan should be mutually developed to identify performance deficiencies and where practical, a reasonable opportunity to improve should be provided.

Grade (F) indicates that performance is unacceptable and potentially places the fire district at risk and that a lack of performance may be grounds for dismissal as outlined in the chief's contract. An action plan may also be considered if the BOD believes such an endeavor may help in correcting serious performance deficiencies.

*Please note a Grade of B or below, please provide an explanation with clearly stated objective(s) and expectation(s) for improvement on next performance evaluation.

Key Results Areas

Business Acumen, Planning and Administration

- Prepares, submits, and maintains professional reports, analysis and recommendations about the financial condition of the fire district.
- Prepares and administers budgets; manages a comprehensive capital expenditure plan; manages labor costs (compensation and benefits) and other financial control systems.
- Oversees the purchase processes for expenditures within the approved budget.
- Manages and insures compliance with all contractual obligations; adheres to required financial practices, labor laws, and state/local regulations relative to the management of a fire district; and investigates complaints relative to the business and financial administration of the district.
- Plans for growth; presents cost effective initiatives to manage the future of the fire district and the community.
- Facilitates the accurate and timely reporting of district business and presents matters in a transparent and straightforward manner.

Human Resource Management

- Promotes a professional work environment that is both positive and productive and that is free of discrimination, prejudice, and unprofessional conduct.
- Takes effective personnel action with respect to hiring, promotions, compensation & benefits, discipline, and/or termination of SFMD employees.
- Establishes policy and Standard Operating Guidelines in accordance with the Board, senior leadership team, labor and other stakeholders as necessary.
- Insures district policy and practices are administered in a fair, consistent, and equitable manner and that investigation of employee complaints and any action(s) brought by Federal, State and local regulatory agencies are administered accordingly.
- Builds trust and motivates others.
- Is sensitive to the concerns of employees and other stakeholders.

Communications

- Is easy to talk to; is a good listener; is thoughtful, positive and articulate.
- Takes the initiative to communicate important and timely information to employees, the Board and the community.
- Facilitates the accurate and timely reporting of district business and presents matters in a transparent and straightforward manner.
- Keeps employees and the Board informed of changes within the organization and in the fire service environment.
- Sets clear direction for the organization and communicates his/her vision.
- Utilizes innovative approaches to enhance communications including the use of technology and social media.
- Is open to new ideas and suggestions for change.
- Communicates with stakeholders and works with them to further district initiatives.

Leadership

- Encourages "service excellence" and the delivery of high quality service.
- Promotes teamwork and inspires others with his/her vision.
- Is innovative and implements strategies that add value to the organization.
- Demonstrates a high degree of integrity and personal commitment to organizational improvement.
- Sets goals; motivates others to improve service delivery; and through others, achieves objectives that help move the organization forward.
- Makes good decisions that are in the best interest of all stakeholders.
- Is honest, builds trust, and motivates others.
- Is respected and commands top performance from staff.
- Shows initiative and creativity in dealing with issues, problems and unusual situations.
- Promotes a professional work environment that is both positive and productive and that is free of discrimination, prejudice, and unprofessional conduct.

AREAS OF SIGNIFICANT ACHIEVEMENT AND/OR KEY BARRIERS TO SUCCESS

(completed by fire chief)

BUSINESS ACUMEN, PLANNING AND ADMINISTRATION:

HUMAN RESOURCES MANAGEMENT:

COMMUNICATIONS:

LEADERSHIP:

PERFORMANCE EVALUATION *(completed and approved by the Board)*

The ratings below indicate a consensus opinion of the Superstition Fire/Medical District Governing Board regarding the Fire Chief’s performance in the following 4 Key Results Areas:

Key Results Area		Rating
<i>Business Acumen, Planning and Administration</i>		
<i>Human Resources Management</i>		
<i>Communications</i>		
<i>Leadership</i>		
Overall Grade: <input type="text"/>		

COMMENTS FROM THE BOARD:

(OPTIONAL) Goals And Objectives For Next Evaluation Period:

Fire Chief Signature

Name: Paul Bourgeois, Fire Chief
Date:

Signature:

Governing Board Signatures

Chairman: Jeff Cross
Date:

Signature:

Clerk: Gene Gehrt
Date:

Signature:

Director: Todd House
Date:

Signature:

Director: Charlie Fox
Date:


Signature:

Director: Jason Moeller
Date:

Signature:

Next Review: November 2016

NOTHING FOLLOWS ON THIS PAGE

 Board of Directors	Policy: TBD	Volume X Board of Directors	
	Fire Chief Evaluation Process		
	Effective Date: September 2014	Revision Date:	September 2014
	Approved by: Board of Directors		

Purpose

Establishes policy and procedure for the fire chief evaluation process.

Policy

An annual performance evaluation is a process by which job performance of an employee is appraised on yearly basis for the purpose of individual (and organizational) development and career advancement. As your employee, it is important to provide the Fire Chief with formal feedback based upon your observations and evaluation of his/her performance. When completing the evaluation:

1. Please take into consideration information contained in the fire district's Annual Report, Operational Plan, Strategic Plan and Fire Chief's Self Evaluation (if requested) as a resource when completing your evaluation.
2. Please select the letter grade that best corresponds with your evaluation of the objectives listed within the "Key Results Areas" (KRA's) section.
3. Please plan to substantiate your rating for each KRA and provide supporting comments or specific examples - this detail is vital to the process.

***Please Note:** If you feel that you are unable to adequately evaluate one of the KRA's based on limited observations please indicate "unable to evaluate" and do not provide a letter grade. If necessary, these areas can be discussed further in executive session.*

4. Please prepare to make note of specific areas in which he/she is doing well and any elements that may require improvement. Be prepared to articulate the board's collective performance expectations related to any identified shortcomings.
5. For a Grade of "C" or below, a formal detailed performance improvement plan should be considered.
6. Identify and establish any goals that you would like for him/her to achieve during the next evaluation year.

In completing this evaluation you are asked to provide your **individual input** regarding the Fire Chief's performance year-to-date; however since this is a **joint evaluation** your assessments will need to be consolidated into one evaluation for the Chief's personnel record. The Human Resources Manager (or a designee) will gather your individually completed evaluations and compile your comments into one form. It is proposed that the Board Members meet in Executive Session with the Human Resources Manager, review the collected comments, discuss, and then "fine tune" the final evaluation into a clear, concise message to be presented to your Fire Chief.

Board members will be provided an electronic form so you can enter your comments, save your changes, and e-mail to the Human Resources Manager (or designee). This is the preferred method to receive your feedback because your comments can easily be "cut and pasted" into the final form. If, however, you prefer to write your comments, you may complete a paper copy and either drop it off or mail it to the attention of the District's Human Resources Manager marked "confidential."

In Executive Session, the compiled document will be projected on a screen for the Board to view and edit as necessary. Once the Board is satisfied with the result, a final copy of the evaluation will be printed and signed by each board member, the Fire Chief will then be called to join the executive session where the Board Chairperson will administer the evaluation.

This procedure outlines an annual evaluation process however either the board or the fire chief may request more frequent evaluations as needed at predetermined intervals. This customized procedure should be discussed and approved at a regularly scheduled monthly board meeting.

Donna Aversa

From: Donna Aversa
Sent: Tuesday, September 30, 2014 5:16 PM
To: Donna Aversa
Subject: Fire Chief Paul Bourgeois Community Partner 360 Review

From: Jasmin Jones [mailto:jasmin.jones@sfmd.az.gov]
Sent: Thursday, September 18, 2014 5:06 PM
To:
Cc: Donna Aversa
Subject: Fire Chief Paul Bourgeois Community Partner 360 Review

From the Desk of Ms. Donna M. Aversa ~

The Governing Board of the Superstition Fire & Medical District requests your assistance as it conducts its annual evaluation of Fire Chief Paul Bourgeois.

Attached is the *Fire Chief Evaluation Form* which the Board is utilizing in its evaluation process. Please review the form, including the grading criteria and key results areas. The Board encourages you to be candid in your rating as well as in submitting comments. Your response will be helpful in providing the Board and Chief Bourgeois with a comprehensive review of his performance.

Your response will be handled with discretion. All responses received will be incorporated into a summary for each of the key results area. The summaries will be presented to the Board for use in its evaluation of the Chief's performance. The summaries will be included in the evaluation provided by the Board to Chief Bourgeois.

Because the Board has asked that I facilitate the process, please return your comments directly to me by **Wednesday, October 1, 2014**. The Board is scheduled to finalize and deliver its evaluation to the Fire Chief at the November Board meeting.

On behalf of the Governing Board of the Superstition Fire & Medical District, thank you for taking the time with this important process. Please let me know if you have any questions.

Donna Aversa
Attorney for Superstition Fire & Medical District

Donna M. Aversa
Leonard & Felker, PLC
7440 N. Oracle Road, #2
Tucson, AZ 85704
520-742-0440

dmaversa@slfpc.com

"Apache Junction Fire District is **now** [Superstition Fire & Medical District](#)"



The Superstition Fire & Medical District is community owned and operated for the sole benefit of the citizens that we serve. We encourage and value citizen input and participation.

The information contained in this email message is legally privileged and confidential information only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this email is strictly prohibited. If you have received this email in error, please immediately notify us by telephone or email.

The Superstition Fire and Medical District formerly the Apache Junction Fire District has changed email addresses. The email address format is now [firstname.lastname@sfmd.az.gov](#) please make this change in your address book.

Governing Board Meeting – September 16, 2015

Agenda Item: 10

BOD#: 2015-09-09

Agenda Item Title:

Presentation and possible discussion of the FY 2014/2015 Annual Report.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

This item is brought before the Board as part of the Fire Chief Evaluation Timeline (BOD #2015-09-08). Fire Chief Paul Bourgeois will present the Fiscal Year 2014/2015 Annual Report which includes district accomplishments and dashboard.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



Go to Item 11

Go to Agenda

Governing Board Meeting – September 16, 2015

Agenda Item: 11

BOD#: 2015-09-10

Agenda Item Title:

Discussion and possible action of the proposed updated SFMD Governing Board By-Laws

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

This item is brought before the Board by request of Clerk Gene Gehrt at the August 19, 2015 Board Meeting. Staff is asking for the proposed updates to be approved or for direction on further updates.

Items that were updated include:

- Name Change
- Board Member's Names
- URL links added for items pertaining to Arizona Revised Statutes
- Updated to show approved 2015 Fire Code (if approved by the board this evening)
- Statutory Board & Fire Chief Training
- Board Member attendance regulations
- Formatting

Financial Impact:

N/A

Enclosure(s):

AJFD Governing Board By-Laws – *Older Version*

SFMD Governing Board By-Laws – *Updated Version*

Recommended Motion:

"Motion to approve and adopt the updated SFMD Governing Board By-Laws, Version 2, as presented."



Go to Item 12

Go to Agenda

GOVERNING BOARD BY-LAWS



APACHE JUNCTION FIRE DISTRICT

Adopted April 17, 2013

**Chair Todd House
Clerk Linda Shank
Director Barbara Cobb
Director Jeff Cross
Director Charlie Fox**

ARTICLE I: GENERAL

1. Purpose: These By-Laws set forth the general rules and guidelines of conduct for the Apache Junction Fire District Governing Board.
2. Conflict with Applicable Law: In the event of any conflict in the laws governing the conduct of the Board, then such conflict shall be resolved by applying the regulating authority in the following order of priority: (a.) Arizona Revised Statutes Annotated; (b.) the By-Laws for the Apache Junction Fire District; (c.) the Standing Rules of the Board; and (d.) Robert's Rules of Order.
3. Reference to Applicable Law: Any reference made in the By-Laws to controlling or applicable law, rules or regulations shall include all pertinent amendments thereto.
4. Definitions: The following definitions shall apply to these By-Laws:
 - a. "Board" shall mean the governing body of the Apache Junction Fire District.
 - b. "District" shall refer to the Apache Junction Fire District.
 - c. "Standing Rule" shall mean the rules and regulations adopted by the Board from time to time as they are needed in the form of resolutions establishing guidelines for a Fire District meeting which have been adopted by a majority vote of the Board with or without previous notice. Standing Rule may be amended by a majority vote of the Board.

ARTICLE II: THE BOARD

1. Members: There shall be five members of the Board.
2. Qualifications: A member of the Board must be a resident of the Apache Junction Fire District at the time of his or her election, and must remain so during his or her incumbency. Employees of the Apache Junction Fire District shall not be members of the Fire District Board and conversely, a member of the Fire District Board shall not be an employee of the Fire District (A.R.S. §48-805.B.1).
3. Election: Board Members will be elected in accordance with the laws of the State of Arizona.
4. Term: Board members are elected for a term of four years. Each member shall be installed at the December meeting following his or her election. Each newly elected member shall be installed and shall take the oath of office following the date that the results of balloting are canvassed by the County Board of Supervisors. The term of each member shall begin on the first day of the month following that member's election.
5. Duties and Responsibilities: The members of the Board are vested with the authority for managing the affairs of the Apache Junction Fire District, pursuant to the laws of the State of Arizona governing the management of fire districts.
6. Authority of the Board: The authority of the Board is governed by the laws of the State of Arizona.

7. Compensation: The Board shall serve without compensation and will only be reimbursed for any actual and reasonable expenses incurred on behalf of the District.
8. Vacancies: In the event that there is a vacancy on the Board caused by the death, resignation, or any other reason, of a Board member, then this vacancy may be filled by an individual selected by a majority of the remaining Board members in a manner determined by the remaining Board members. An individual selected by the Board shall serve until the expiration of the term of the Board member whose position he or she replaced.
9. Role of the Fire Board: The Board shall act through a majority of a quorum, by action taken at public meetings.
 - a. The Board shall be responsible for setting the District's budget and setting the District's policy.
 - b. The Board shall not engage in District operations and defers these duties to the Fire Chief to carry out in furtherance of the District's policies.
 - c. The Board shall instruct the Fire Chief to notify the Board regarding events that develop between Board meetings. The Board shall instruct the Fire Chief as to the manner of notification and the timing of notification. For incidents that involve the arrest, termination, suspension, demotion or other reason for employee separation from employment, the Fire Chief shall provide written notice to the Board within a time that is reasonable under the circumstances.
10. Role of Individual Board Members: Board members individually have no authority to act on behalf of the District and individual Board members have no more power or authority than any other resident of the District. Board members shall use their best efforts to be sure they make decisions based on the best information available and shall use their best efforts to be sure each of the Board members has the same information available upon which decisions in the best interest of the District are made.
11. Disclosure: Within a reasonable time following election or appointment, each Board member shall disclose any conflicts of interest or potential conflicts of interest that each Board member has or may have regarding the District. The Board shall update its Disclosure each December.
12. Fire District Chain of Command: Board Members shall respect the District's Chain of Command. To that end:
 - a. Board Members will become familiar with the District's Meet and Confer, and that it may be amended from time to time.
 - b. Board Members should defer Operations issues to the Fire Chief.
 - c. Any Board Member approached by an employee regarding a personal or personnel matter involving the District shall refer the employee to the employee's direct supervisor, or other officer as may be set forth in the Personnel Policy Guidelines.
 - d. Each Board Member shall communicate, during a public meeting, all information relevant to the District that the Board member obtained from sources apart from the Board meetings and correspondence addressed to all Board members.

ARTICLE III: OFFICERS

1. Officers: The Board shall be administered by a Chairperson and a Clerk.
2. Qualifications: All officers must be members of the Board.
3. Election: All officers must be nominated by at least one Board member and must be elected by a majority vote of the Board.
4. Term: All officers shall serve for a term of two years. Officers may be reelected at the end of any term. The term of office shall be calculated from the date of the first meeting held in December of each year.
5. The Chairperson: The Chairperson is primarily responsible for ensuring that the business of the public meetings is transacted in a proper order and is reasonably expedited. The Chairperson must ensure that all members observe appropriate procedure and that order and decorum are observed at the meetings.
6. The Clerk: The Clerk is the official custodian of all the records of the District. The Clerk, in the event of the Chairperson's absence or inability to act, shall have all the authority of the Chairperson.
7. Removal of Officers: An officer may be removed for valid and just cause in the following manner: at least two (2) members must propose the removal of any one officer. In order for an officer to be successfully removed from office, at least three members of the Board must vote for such removal.
8. Death or Resignation of Officers: An officer may resign at any time by giving the Board written notice of his or her resignation. Upon the death of an officer, the office shall be deemed to be vacant as of the date of death.
9. Vacancies: In the event that an office of the Board becomes vacant, the Board shall elect a replacement at the next meeting after the occurrence of the vacancy to fill the vacant position or as soon thereafter as practical under the circumstances. The newly elected officer shall then serve until the expiration of the term of the officer whom he or she replaced.

ARTICLE IV: BOARD COMMITTEES

1. Formation: Any member of the Board who is present at a meeting may propose the establishment of a committee. A motion to establish a committee must be approved by a majority vote of the Board. A committee may be appointed for one of the following purposes or any other purpose deemed reasonable by the Board:
 - a. To consider and recommend suitable action on a resolution, action or other matter referred to it;
 - b. To investigate a certain issue and report facts with its opinions thereon;
 - c. To execute an order of the District; or
 - d. To represent or act for the District in a certain matter.

2. Term: The committee may serve for a reasonable term, as designated by the Board, and, should the committee fail to make its recommendations or file its report within the designated term, the Board may extend such term or discharge the committee, as it sees fit.
3. Membership Qualifications: Any individual residing within or without the District may be appointed as a committee member. Nominations for membership to the committee may be made by the Board or made by appointment from the Chairperson. In the event that nomination is made from the Board, then the member may only qualify if he or she receives a majority vote of those Board members present at the meeting. No more than two (2) members of the Board may be appointed as committee members.
4. Authority of the Committee: A committee is authorized to perform only such acts as are within the reasonable scope of the objective of the committee. Expenses incurred by the committee must receive prior approval of the Board and must be reasonable in scope.
5. Records of Committee Action: The committee is required to keep minutes of its meetings and abide by applicable Open Meeting laws.
6. Reports to the Board: The committee shall present its written report or recommendations to the Board at a public meeting designated by the Board.
7. Discharge: The committee is discharged at the time of making its report or recommendations to the Board, unless:
 - a. The committee is requested by the Board to review the report or recommendations and make modifications;
 - b. The decision of the Board is to discharge the committee prior to the making of the report; or
 - c. The committee is a standing committee.
8. Structure: The Chairperson of the Board will appoint a Chairperson of the committee. The Chairperson is the member who reports to the Board. The committee may also select a secretary.
9. Committees Formed by Fire Chief: From time to time, the Board may direct the Fire Chief to form a committee to study any issue and report to the Board. Any such committee may be formed and shall conduct its business under the direction of the Fire Chief or his designee and shall not be governed by these By-Laws.

ARTICLE V: MEETINGS

1. Meetings: The Board will follow the Open Meeting Law per A.R.S. §38-431 and all public meeting requirements under Arizona law.
2. Notice: Notice will be given per A.R.S. §38-431.02(A)3.a and shall include an agenda of the matters to be discussed or decided at the meetings.
3. Quorum: Three (3) members of the Board shall constitute a quorum. Board members must be present in person or in the manner authorized in Article V, Section 13c during the meeting. Should the Board membership present at the meeting fall below the required number for a quorum, then the meeting may be reconvened at a designated later time or date when a quorum is present.

4. Agenda: The agenda must be available at least twenty-four (24) hours in advance of the meeting, unless (a.) an actual emergency exists, or (b.) a meeting has been recessed and resumed as provided in Article V Section 9. Except for an emergency situation, only matters listed on the agenda and other matters related thereto may be discussed, considered or decided at the meeting.
5. Regular Meetings: Regular public meetings shall be held monthly, on such a day and such time as the Board may from time to time determine.
6. Special Meetings:
 - a. The Chairperson may call a special meeting at any time, by giving the notice required by law and providing an agenda for the special meeting, as required by Arizona law.
 - b. At the written request of two Board Members, the Chairperson shall call a Special Meeting by giving the notice required by law and providing an agenda for the special meeting as required by Arizona law. In the event the Chairperson fails to call a Special Meeting, at the written request of two board members, the Clerk shall call the Special Meeting.
7. Ratification of a Prior Act: The notice requirement for ratification of a prior act taken in violation of Arizona law is seventy-two (72) hours. Ratification must take place within thirty (30) days after the discovery of the violation or after such discovery should have been made by the exercise of reasonable diligence.
8. Emergency Meetings: In the case of an actual emergency, less than 24 hours notice of a meeting may be given and the notice that is actually given shall be appropriate to the circumstances generating the emergency; however, there are three (3) requirements which must be met which are as follows:
 - a. An announcement must be made at the meeting of the reasons necessitating the emergency meeting;
 - b. A statement must be made in the minutes of the meeting setting forth the reasons for the emergency meeting; and
 - c. Within 24 hours after the meeting, a public notice must be posted declaring that an emergency session has been held and setting forth the information required under Article V, Section 2.
9. Meeting Recessed: Less than twenty-four (24) hours notice may be given when a properly noticed meeting is recessed to a later date. Prior to the recessing, notice must be publicly given as to the time and place of the resumption of the meeting or the method by which notice shall be publicly given. This notice must also comply with the agenda requirements respecting matters to be addressed when resumed.
10. Order of Business: The order of business at a Board meeting is generally as follows; however, the order of business may be changed by the Chairperson:
 - a. Call to Order and Pledge of Allegiance.
 - b. Roll Call and a determination that a quorum exists.
 - c. Financial Reports.
 - d. Recognition and Special Awards.
 - e. A call to the public, for comments about the District (subject to any time limitation).
 - f. Consent agenda items, including the minutes of the previous meeting(s).

- g. Old business/New Business Items/Future Agenda Items.
- h. Chief's Report.
- i. Announcements.
- j. Adjournment.

11. Minutes: The written minutes record any and all official acts of the District taken by the Board. If any conflict exists between the minutes and any other record of a meeting of the District, then the minutes, as approved by the Board, shall prevail.

12. The Approval, Ratification and Amendments to the Minutes: The Board Meeting minutes shall be approved, amended or modified at the next regular or special meeting or as soon thereafter as is reasonable. Upon review and approval of the minutes, those minutes shall be signed by the Clerk. After the minutes have been approved, amended or modified, subsequent amendments or modifications may only be made in accordance with the following requirements:

- a. An amendment of modification of grammatical, typographical, or other non-substantive error in the minutes may be proposed at any time; and
- b. A substantive amendment or modification to the minutes may be proposed, discussed, and adopted only at a regularly scheduled public meeting. A substantive amendment or modification to the minutes may only be voted if a majority of the Board members who originally approved the minutes are present and can vote on the subsequent amendment or modification as Board members.

13. Conduct of the Meeting: The Chairperson will preside at all regular, special or emergency meetings. In the event that the Chairperson is not present, then the Clerk will preside. In the absence of both the Chairperson and Clerk, the Board member with the most seniority will preside. The meeting shall also be conducted pursuant to the following requirements:

- a. Voting will be done by voice vote or a show of hands in a manner sufficient to give the Chairperson notice of each member's vote. In the event that a roll call count is requested by any Board member, then the Chairperson shall require a roll call vote.
- b. The public shall have access to all meetings except for Executive Session.
- c. The Board may arrange for participation by telephone or video conference for a Board member otherwise unable to attend. In the event that a telephone or video conference is made available, then the following procedure must be followed:
 - 1) the notice or the agenda should state that one or more members of the board will participate by such method to the extent this information is available at the time of posting the agenda;
 - 2) facilities must be set up in order to permit observation of telephone or video communications by those in attendance at the meeting;
 - 3) there should be a clear identification of all members participating by such method; and
 - 4) the minutes of the meeting should identify members participating by telephonic or video communications and should describe the procedures followed.
- d. The Consent Agenda is intended to streamline the purchase of items or services which are included in the District's budget. Any Board member may request that an item be removed from the Consent Agenda and considered separately. If such a request is made, the Chairperson may alter the order of business to consider the separate item either before or after the remainder, if any, of the Consent Agenda.

ARTICLE VI: EXECUTIVE SESSIONS

1. Requirements: Upon, and only upon, a public majority vote of sufficient members to constitute a quorum, an Executive Session may be held only for the purposes specified by Arizona law per A.R.S. §38-431.03(A).
2. Procedures: Before the Board goes into Executive Session, a majority of the members constituting a quorum must vote at a public meeting to hold such an Executive Session. The vote may permit the holding of an Executive Session during or immediately following the public meeting or at some later date whether specified or to be scheduled.
3. Notice: If an Executive Session is to be held, notice shall be given to the general public stating the specific provision of law authorizing the Executive Session.
4. Agenda: The agenda for an Executive Session shall include only a general description of the matters to be considered and shall not contain information that would defeat the purpose of the Executive Session.
5. Confidentiality: The Chairperson, or other person conducting the Executive Session in the absence of the Chairperson, shall advise all persons present of the confidential nature of executive sessions.
6. Limitation on Conduct in Executive Session: The Board may not take an informal or preliminary vote or a final vote or make a final decision in the Executive Session; such action must be taken at a public meeting convened for that purpose. At the public meeting after the Executive Session, sufficient information must be given to the public to apprise the public of the basic subject matter of the action to be taken.

ARTICLE VII: MAINTENANCE OF RECORDS

1. Records Retention: The Board follows all Arizona Revised Statutes Annotated and Arizona State Library, Archives and Public Records retention schedule for all records, including minutes and agendas.
2. Minutes: The minutes must be taken of all public meetings and executive sessions, and contents follow Arizona Revised Statutes Annotated.

ARTICLE VIII: FINANCES

1. Annual Report to Pinal County: The Board shall submit an annual report to Pinal County pursuant to the requirements of the law of Arizona, as amended from time to time.
2. Annual Budget: The Board shall prepare an annual budget containing detailed estimated expenditures for each fiscal year. The budget must clearly show the salaries payable to the employees of the District, including the Fire Chief. Notice of the budget must be given as required by the law of Arizona and must be adopted by the Board pursuant to those laws. Copies of the

budget must be available to members of the public upon written request. Beginning in Fiscal Year 2013-2014, a complete copy of the adopted budget shall be posted in a prominent location on the District's official website per A.R.S. §48-807.G.

3. Annual estimate: No later than August 1 of each year, the Chairperson must submit to the Board of Supervisors of Pinal County an estimate, certified by items, of the amount of money required for the equipment and maintenance of the District for the ensuing year, less the amount due from the county Fire District Assistance Tax. The annual estimate must in all other ways comply with the requirements of the laws of the State of Arizona.
4. Authorized Expenditures: The Board is authorized to make expenditures as is permitted by Arizona laws, as amended from time to time. The Board may, by resolution of a majority of the members constituting a quorum, adopt a purchasing policy which may, among other things, include specific authority for officers, appointees, or employees of the District to make expenditures and have signature authority pursuant to the purchasing policy. The purchasing policy may be amended from time to time by a majority vote of the members constituting a quorum.

ARTICLE IX: EXECUTION OF DOCUMENTS

1. General: All documents, instruments or any written material whatsoever binding upon the District, shall be executed by the Chairperson of the Board for the District, or in the Chairperson's absence, by the Clerk, provided, however, that the Board may authorize other Board members, officers, employees, or appointees of the District to execute documents, instruments, or other written material on behalf of the District.
2. Finance Documents: All documents, instruments, and any written material whatsoever which evidence money owed by, or money owed to, the District should be executed by a minimum of two (2) Board members. Notwithstanding the foregoing, the Board may authorize officers, appointees, or employees to sign checks pursuant to a purchasing policy adopted under Article VIII, Section 4.

ARTICLE X: FIRE CODE

1. Adoption: The Board has previously adopted the 2006 International Fire Code with amendments, in accordance with Arizona statutes. The District must keep three (3) copies of the code, including amendments and revisions, on file for public inspection.
2. Amendments or Revisions: Amendments or revisions to the code may be adopted after a hearing. The proposed revisions and/or amendments shall be posted in three (3) public places and published in a newspaper of general circulation in the District thirty (30) days prior to a public hearing to adopt the amendments and/or revisions.
3. Fire Protection Standards: The Board must assist the State Fire Marshal in the enforcement of fire protection standards within the Fire District.
4. Professional Standards: The Board may adopt, amend, or revise such professional standards as it deems appropriate for administration of the District services, including but not limited to the International Fire Code and the National Fire Protection Association (NFPA) Codes and standards.

ARTICLE XI: PENSION BOARD

1. Participation in the Public Safety Personnel Retirement System (PSPRS) and Pension Fund: The Board shall have the authority to direct the District to participate in and conform to the state standards for the PSPRS. Nothing in this Article shall be construed in a manner contrary to PSPRS standards or requirements. The Local Pension Board shall be organized under, and follow procedures as set forth under A.R.S. 38, Chapter 5, Article 4: Public Safety Personnel Retirement System.

ARTICLE XII: CONSTRUCTION

1. Construction of By-Laws: These By-Laws shall at all times be construed in a manner consistent with Arizona law and any applicable statutes, regulations, ordinances, or standards.
2. Enforcement: These By-Laws may be enforced by an action with the Pinal County Superior Court upon a vote of majority of a quorum of the Board.

ARTICLE XIII: AMENDMENT

1. Interpretation: These By-Laws will be interpreted, to the fullest extent possible, in accordance with Arizona law. In the event any portion of these By-Laws is contrary to a provision of Arizona law, that portion shall be of no further force or effect; however, the remaining provisions of these By-Laws shall remain in full force and effect.
2. Amendment of By-Laws: Amendments to these By-Laws may be proposed in writing at any regular or special public meeting of the Board. Such proposed amendments shall be acted upon at the next regular public meeting of the Board or at a special public meeting called for that purpose, and shall be adopted by an affirmative vote of a majority of the Board members present. Notice of intention to present amendment to these By-Laws for adoption shall be contained in the notice of the meeting.

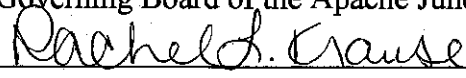
APPROVED AND ADOPTED by the Apache Junction Fire District Governing Board at a public meeting on April 17, 2013.

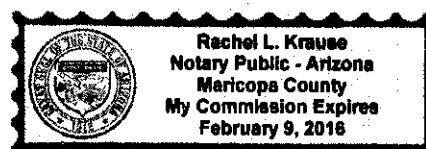
IN WITNESS WHEREOF, the Clerk of the Apache Junction Fire District Board has hereunto set her hand this 17th day of April, 2013.


Clerk of the Apache Junction Fire District

STATE OF ARIZONA)
) ss
COUNTY OF PINAL)

This instrument was acknowledged before me this 15th day of May, 2013 by Linda Shank, Clerk of the Governing Board of the Apache Junction Fire District.


Notary Public





**SUPERSTITION FIRE & MEDICAL DISTRICT
GOVERNING BOARD BY-LAWS**

GOVERNING BOARD MEMBERS

Board Chairman Jeff Cross

Board Clerk Gene Gehrt

Board Director Todd House

Board Director Charlie Fox

Board Director Jason Moeller

Adoption Dates

September 16, 2015

April 17, 2013

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ARTICLE I: GENERAL

1. Purpose: These By-Laws set forth the general rules and guidelines of conduct for the Superstition Fire & Medical District Governing Board.
2. Conflict with Applicable Law: In the event of any conflict in the laws governing the conduct of the Board, then such conflict shall be resolved by applying the regulating authority in the following order of priority: (a.) Arizona Revised Statutes Annotated; (b.) the By-Laws for the Superstition Fire & Medical District; (c.) the Standing Rules of the Board; and (d.) Robert's Rules of Order.
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 - a. "Board" shall mean the governing body of the Superstition Fire & Medical District.
 - b. "District" shall refer to the Superstition Fire & Medical District.
 - c. "Standing Rule" shall mean the rules and regulations adopted by the Board from time to time as they are needed in the form of resolutions establishing guidelines for a District meeting which have been adopted by a majority vote of the Board with or without previous notice. Standing Rule may be amended by a majority vote of the Board.

ARTICLE II: THE BOARD

1. Members: There shall be five (5) members of the Board.
2. Qualifications: A member of the Board must be a resident of the District at the time of their election, and must remain so during their incumbency. Employees of the District shall not be members of the Board and conversely, a member of the Board shall not be an employee of the District ([A.R.S. §48-805.B.1](#)).
3. Election: Board Members will be elected in accordance with the laws of the State of Arizona.
4. Term: Board members are elected for a term of four (4) years. Each member shall be installed at the December meeting following their election. Each newly elected member shall be installed and shall take the Oath of Office ([A.R.S. §38-231](#)) following the date that the results of balloting are canvassed by the County Board of Supervisors. The term of each member shall begin on the first day of the month following that member's election.
5. Duties and Responsibilities: The members of the Board are vested with the authority for managing the affairs of the District, pursuant to the laws of the State of Arizona governing the management of fire districts.
6. Statutory Training: Beginning with the 2014 general election, Board members who are elected or appointed to the Board and a fire chief that is hired or appointed after November 5, 2014 shall attend six (6) hours of professional development training within 12 months of election or appointment. The training is provided by the Arizona Fire District Association (AFDA) per [A.R.S. §48-803\(G\)](#).

7. Authority of the Board: The authority of the Board is governed by the laws of the State of Arizona.
8. Compensation: The Board shall serve without compensation and will only be reimbursed for any actual and reasonable expenses incurred on behalf of the District.
9. Vacancies: In the event that there is a vacancy on the Board caused by the death, resignation, or any other reason, of a Board member, then this vacancy may be filled by an individual selected by a majority of the remaining Board members in a manner determined by the remaining Board members. An individual selected by the Board shall serve until the expiration of the term of the Board member whose position they replaced. Board members term will be deemed vacant of the person holding the office ceases to discharge the duties of office for the period of three (3) consecutive months per [A.R.S. §38-291\(6\),\(7\)](#).
10. Role of the Fire Board: The Board shall act through a majority of a quorum, by action taken at public meetings.
 - a. The Board shall be responsible for setting the District's budget and setting the District's policy.
 - b. The Board shall not engage in District operations and defers these duties to the Fire Chief to carry out in furtherance of the District's policies and standard operating guidelines.
 - c. The Board shall instruct the Fire Chief to notify the Board regarding events that develop between Board meetings. The Board shall instruct the Fire Chief as to the manner of notification and the timing of notification. For incidents that involve the arrest, termination, suspension, demotion or other reason for employee separation from employment, the Fire Chief shall provide written notice to the Board within a time that is reasonable under the circumstances.
11. Role of Individual Board Members: Board members individually have no authority to act on behalf of the District and individual Board members have no more power or authority than any other resident of the District. Board members shall use their best efforts to be sure they make decisions based on the best information available and shall use their best efforts to be sure each of the Board members has the same information available upon which decisions in the best interest of the District are made.
12. Disclosure: Within a reasonable time following election or appointment, each Board member shall disclose any conflicts of interest or potential conflicts of interest that each Board member has or may have regarding the District. The Board shall update its Disclosure each December.
13. Fire District Chain of Command: Board members shall respect the District's Chain of Command. To that end:
 - a. Board members will become familiar with the District's Meet and Confer, and that it may be amended from time to time.
 - b. Board members should defer Operations issues to the Fire Chief.
 - c. Any Board member approached by an employee regarding a personal or personnel matter involving the District shall refer the employee to the employee's direct supervisor, or other officer as may be set forth in Administrative Policy.

- d. Each Board member shall communicate, during a public meeting, all information relevant to the District that the Board member obtained from sources apart from the Board meetings and correspondence addressed to all Board members.

ARTICLE III: OFFICERS

1. Officers: The Board shall be administered by a Chairperson and a Clerk.
2. Qualifications: All officers must be members of the Board.
3. Election: All officers must be nominated by at least one Board member and must be elected by a majority vote of the Board.
4. Term: All officers shall serve for a term of two (2) years. Officers may be reelected at the end of any term. The term of office shall be calculated from the date of the first meeting held in December of each year.
5. The Chairperson: The Chairperson is primarily responsible for ensuring that the business of the public meetings is transacted in a proper order and is reasonably expedited. The Chairperson must ensure that all members observe appropriate procedure and that order and decorum are observed at the meetings.
6. The Clerk: The Clerk is the official custodian of all the records of the District. The Clerk, in the event of the Chairperson's absence or inability to act, shall have all the authority of the Chairperson.
7. Removal of Officers: An officer may be removed for valid and just cause in the following manner: at least two (2) members must propose the removal of any one officer. In order for an officer to be successfully removed from office, at least three (3) members of the Board must vote for such removal.
8. Death or Resignation of Officers: An officer may resign at any time by giving the Board written notice of his or her resignation. Upon the death of an officer, the office shall be deemed to be vacant as of the date of death.
9. Vacancies: In the event that an office of the Board becomes vacant, the Board shall elect a replacement at the next meeting after the occurrence of the vacancy to fill the vacant position or as soon thereafter as practical under the circumstances. The newly elected officer shall then serve until the expiration of the term of the officer whom he or she replaced.

ARTICLE IV: BOARD COMMITTEES

1. Formation: Any member of the Board who is present at a meeting may propose the establishment of a committee. A motion to establish a committee must be approved by a majority vote of the Board. A committee may be appointed for one of the following purposes or any other purpose deemed reasonable by the Board:
 - a. To consider and recommend suitable action on a resolution, action or other matter referred to it;
 - b. To investigate a certain issue and report facts with its opinions thereon;

- c. To execute an order of the District; or
 - d. To represent or act for the District in a certain matter.
2. Term: The committee may serve for a reasonable term, as designated by the Board, and, should the committee fail to make its recommendations or file its report within the designated term, the Board may extend such term or discharge the committee, as it sees fit.
 3. Membership Qualifications: Any individual residing within or out of the District may be appointed as a committee member. Nominations for membership to the committee may be made by the Board or made by appointment from the Chairperson. In the event that nomination is made from the Board, then the member may only qualify if he or she receives a majority vote of those Board members present at the meeting. No more than two (2) members of the Board may be appointed as committee members.
 4. Authority of the Committee: A committee is authorized to perform only such acts as are within the reasonable scope of the objective of the committee. Expenses incurred by the committee must receive prior approval of the Board and must be reasonable in scope.
 5. Records of Committee Action: The committee is required to keep minutes of its meetings and abide by applicable Open Meeting Laws.
 6. Reports to the Board: The committee shall present its written report or recommendations to the Board at a public meeting designated by the Board.
 7. Discharge: The committee is discharged at the time of making its report or recommendations to the Board, unless:
 - a. The committee is requested by the Board to review the report or recommendations and make modifications;
 - b. The decision of the Board is to discharge the committee prior to the making of the report; or
 - c. The committee is a standing committee.
 8. Structure: The Chairperson of the Board will appoint a Chairperson of the committee. The Chairperson is the member who reports to the Board. The committee may also select a secretary.
 9. Committees Formed by Fire Chief: From time to time, the Board may direct the Fire Chief to form a committee to study any issue and report to the Board. Any such committee may be formed and shall conduct its business under the direction of the Fire Chief or his designee and shall not be governed by these By-Laws.

ARTICLE V: MEETINGS

1. Meetings: The Board will follow the [Open Meeting Law per A.R.S. §38-431](#) and all public meeting requirements under Arizona law.
2. Notice: Notice will be given per [A.R.S. §38-431.02\(A\)\(3\)\(a\)](#) and shall include an agenda of the matters to be discussed or decided at the meetings.

3. Quorum: Three (3) members of the Board shall constitute a quorum. Board members must be present in person or in the manner authorized in Article V, Section 13c during the meeting. Should the Board membership present at the meeting fall below the required number for a quorum, then the meeting may be reconvened at a designated later time or date when a quorum is present.
4. Agenda: The agenda must be available at 24 hours in advance of the meeting, unless (a.) an actual emergency exists, or (b.) a meeting has been recessed and resumed as provided in Article V Section 9. Except for an emergency situation, only matters listed on the agenda and other matters related thereto may be discussed, considered or decided at the meeting.
5. Regular Meetings: Regular public meetings shall be held monthly, on such a day and such time as the Board may from time to time determine.
6. Special Meetings:
 - a. The Chairperson may call a special meeting at any time, by giving the notice required by law and providing an agenda for the special meeting, as required by Arizona law.
 - b. At the written request of two (2) Board members, the Chairperson shall call a Special Meeting by giving the notice required by law and providing an agenda for the special meeting as required by Arizona law. In the event the Chairperson fails to call a Special Meeting, at the written request of two (2) board members, the Clerk shall call the Special Meeting.
7. Ratification of a Prior Act: The notice requirement for ratification of a prior act taken in violation of Arizona law is 72 hours. Ratification must take place within 30 days after the discovery of the violation or after such discovery should have been made by the exercise of reasonable diligence.
8. Emergency Meetings: In the case of an actual emergency, less than 24 hours notice of a meeting may be given and the notice that is actually given shall be appropriate to the circumstances generating the emergency; however, there are three (3) requirements which must be met which are as follows:
 - a. An announcement must be made at the meeting of the reasons necessitating the emergency meeting;
 - b. A statement must be made in the minutes of the meeting setting forth the reasons for the emergency meeting; and
 - c. Within 24 hours after the meeting, a public notice must be posted declaring that an emergency session has been held and setting forth the information required under Article V, Section 2.
9. Meeting Recessed: Less than 24 hours notice may be given when a properly noticed meeting is recessed to a later date. Prior to the recessing, notice must be publicly given as to the time and place of the resumption of the meeting or the method by which notice shall be publicly given. This notice must also comply with the agenda requirements respecting matters to be addressed when resumed.
10. Order of Business: The order of business at a Board meeting is generally as follows; however, the order of business may be changed by the Chairperson:
 - a. Call to Order and Pledge of Allegiance.
 - b. Roll Call and a determination that a quorum exists.
 - c. Financial Reports.

- d. Recognition and Special Awards.
 - e. A call to the public, for comments about the District (subject to any time limitation).
 - f. Consent agenda items, including the minutes of the previous meeting(s).
 - g. Old business/New Business Items/Future Agenda Items.
 - h. Chief's Report.
 - i. Announcements.
 - j. Adjournment.
11. Minutes: The written minutes record any and all official acts of the District taken by the Board. If any conflict exists between the minutes and any other record of a meeting of the District, then the minutes, as approved by the Board, shall prevail.
12. The Approval, Ratification and Amendments to the Minutes: The Board Meeting minutes shall be approved, amended or modified at the next regular or special meeting or as soon thereafter as is reasonable. Upon review and approval of the minutes, those minutes shall be signed by the Clerk. After the minutes have been approved, amended or modified, subsequent amendments or modifications may only be made in accordance with the following requirements:
- a. An amendment or modification of grammatical, typographical, or other non-substantive error in the minutes may be proposed at any time; and
 - b. A substantive amendment or modification to the minutes may be proposed, discussed, and adopted only at a regularly scheduled public meeting. A substantive amendment or modification to the minutes may only be voted if a majority of the Board members who originally approved the minutes are present and can vote on the subsequent amendment or modification as Board members.
13. Conduct of the Meeting: The Chairperson will preside at all regular, special or emergency meetings. In the event that the Chairperson is not present, then the Clerk will preside. In the absence of both the Chairperson and Clerk, the Board member with the most seniority will preside. The meeting shall also be conducted pursuant to the following requirements:
- a. Voting will be done by voice vote or a show of hands in a manner sufficient to give the Chairperson notice of each member's vote. In the event that a roll call count is requested by any Board member, then the Chairperson shall require a roll call vote.
 - b. The public shall have access to all meetings except for Executive Session.
 - c. The Board may arrange for participation by telephone or video conference for a Board member otherwise unable to attend. In the event that a telephone or video conference is made available, then the following procedure must be followed:
 - 1) the notice or the agenda should state that one or more members of the board will participate by such method to the extent this information is available at the time of posting the agenda;
 - 2) facilities must be set up in order to permit observation of telephone or video communications by those in attendance at the meeting;
 - 3) there should be a clear identification of all members participating by such method; and
 - 4) the minutes of the meeting should identify members participating by telephonic or video communications and should describe the procedures followed.

- d. The Consent Agenda is intended to streamline the purchase of items or services which are included in the District's budget. Any Board member may request that an item be removed from the Consent Agenda and considered separately. If such a request is made, the Chairperson may alter the order of business to consider the separate item either before or after the remainder, if any, of the Consent Agenda.

ARTICLE VI: EXECUTIVE SESSIONS

1. Requirements: Upon, and only upon, a public majority vote of sufficient members to constitute a quorum, an Executive Session may be held only for the purposes specified by Arizona law per [A.R.S. §38-431.03\(A\)](#).
2. Procedures: Before the Board goes into Executive Session, a majority of the members constituting a quorum must vote at a public meeting to hold such an Executive Session. The vote may permit the holding of an Executive Session during or immediately following the public meeting or at some later date whether specified or to be scheduled.
3. Notice: If an Executive Session is to be held, notice shall be given to the general public stating the specific provision of law authorizing the Executive Session.
4. Agenda: The agenda for an Executive Session shall include only a general description of the matters to be considered and shall not contain information that would defeat the purpose of the Executive Session.
5. Confidentiality: The Chairperson, or other person conducting the Executive Session in the absence of the Chairperson, shall advise all persons present of the confidential nature of Executive Sessions.
6. Limitation on Conduct in Executive Session: The Board may not take an informal or preliminary vote or a final vote or make a final decision in the Executive Session; such action must be taken at a public meeting convened for that purpose. At the public meeting after the Executive Session, sufficient information must be given to the public to apprise the public of the basic subject matter of the action to be taken.

ARTICLE VII: MAINTENANCE OF RECORDS

1. Records Retention: The Board follows all Arizona Revised Statutes Annotated and Arizona State Library, Archives and Public Records retention schedule for all records, including minutes and agendas.
2. Minutes: The minutes must be taken of all public meetings and executive sessions, and contents follow Arizona Revised Statutes Annotated.

ARTICLE VIII: FINANCES

1. Annual Report to Pinal County: The Board shall submit an annual report to Pinal County pursuant to the requirements of the law of Arizona, as amended from time to time.

2. Annual Budget: The Board shall prepare an annual budget containing detailed estimated expenditures for each fiscal year. The budget must clearly show the salaries payable to the employees of the District, including the Fire Chief. Notice of the budget must be given as required by the law of Arizona and must be adopted by the Board pursuant to those laws. Copies of the budget must be available to members of the public upon written request. Beginning in Fiscal Year 2013-2014, a complete copy of the adopted budget shall be posted in a prominent location on the District's official website per [A.R.S. §48-807\(G\)](#).
3. Annual estimate: No later than August 1 of each year, the Chairperson must submit to the Board of Supervisors of Pinal County an estimate, certified by items, of the amount of money required for the equipment and maintenance of the District for the ensuing year, less the amount due from the county Fire District Assistance Tax. The annual estimate must in all other ways comply with the requirements of the laws of the State of Arizona.
4. Authorized Expenditures: The Board is authorized to make expenditures as is permitted by Arizona laws, as amended from time to time. The Board may, by resolution of a majority of the members constituting a quorum, adopt a purchasing policy which may, among other things, include specific authority for officers, appointees, or employees of the District to make expenditures and have signature authority pursuant to the purchasing policy. The purchasing policy may be amended from time to time by a majority vote of the members constituting a quorum.

ARTICLE IX: EXECUTION OF DOCUMENTS

1. General: All documents, instruments or any written material whatsoever binding upon the District, shall be executed by the Chairperson of the Board for the District, or in the Chairperson's absence, by the Clerk, provided, however, that the Board may authorize other Board members, officers, employees, or appointees of the District to execute documents, instruments, or other written material on behalf of the District.
2. Finance Documents: All documents, instruments, and any written material whatsoever which evidence money owed by, or money owed to, the District should be executed by a minimum of two (2) Board members. Notwithstanding the foregoing, the Board may authorize officers, appointees, or employees to sign checks pursuant to a purchasing policy adopted under Article VIII, Section 4.

ARTICLE X: FIRE CODE

1. Adoption: The Board currently operates under the 2006 Edition of the International Fire Code and is in the process of transitioning to the 2015 International Fire Code and expects this transition to be achieved on or before January 1, 2016, with amendments in accordance with Arizona statutes. The District must keep three (3) copies of the code, including amendments and revisions, on file for public inspection.
2. Amendments or Revisions: Amendments or revisions to the code may be adopted after a hearing. The proposed revisions and/or amendments shall be posted in three (3) public places and published in a newspaper of general circulation in the District 30 days prior to a public hearing to adopt the amendments and/or revisions.
3. Fire Protection Standards: The Board must assist the State Fire Marshal in the enforcement of fire protection standards within the District.

4. Professional Standards: The Board may adopt, amend, or revise such professional standards as it deems appropriate for administration of the District services, including but not limited to the International Fire Code and the National Fire Protection Association (NFPA) Codes and standards.

ARTICLE XI: PENSION BOARD

1. Participation in the Public Safety Personnel Retirement System (PSPRS) and Pension Fund: The Board shall have the authority to direct the District to participate in and conform to the state standards for the PSPRS. Nothing in this Article shall be construed in a manner contrary to PSPRS standards or requirements. The Local Pension Board shall be organized under, and follow procedures as set forth under [A.R.S. 38, Chapter 5, Article 4: Public Safety Personnel Retirement System](#).

ARTICLE XII: CONSTRUCTION

1. Construction of By-Laws: These By-Laws shall at all times be construed in a manner consistent with Arizona law and any applicable statutes, regulations, ordinances, or standards.
2. Enforcement: These By-Laws may be enforced by an action with the Pinal County Superior Court upon a vote of majority of a quorum of the Board.

ARTICLE XIII: AMENDMENT

1. Interpretation: These By-Laws will be interpreted, to the fullest extent possible, in accordance with Arizona law. In the event any portion of these By-Laws is contrary to a provision of Arizona law, that portion shall be of no further force or effect; however, the remaining provisions of these By-Laws shall remain in full force and effect.
2. Amendment of By-Laws: Amendments to these By-Laws may be proposed in writing at any regular or special public meeting of the Board. Such proposed amendments shall be acted upon at the next regular public meeting of the Board or at a special public meeting called for that purpose, and shall be adopted by an affirmative vote of a majority of the Board members present. Notice of intention to present amendment to these By-Laws for adoption shall be contained in the notice of the meeting.

APPROVED AND ADOPTED by the Superstition Fire & Medical District Governing Board at a public meeting on September 16, 2015.

IN WITNESS WHEREOF, the Clerk of the Superstition Fire & Medical District Board has hereunto set his hand this 16th day of September, 2015.

Gene Gehrt, Board Clerk

STATE OF ARIZONA)
COUNTY OF PINAL) ss

This instrument was acknowledged before me this 16th day of September, 2015 by Gene Gehrt, Clerk of the Governing Board of the Superstition Fire & Medical District.

Notary Public

Governing Board Meeting – September 16, 2015

Agenda Item: 12

BOD#: 2015-09-11

Agenda Item Title:

Executive Session pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

Submitted By:

Fire Chief Paul Bourgeois / Finance Director Roger Wood

Background/Discussion:

Executive Session pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

- a) Note that Executive Sessions are confidential pursuant to ARS §38-431.03(C)

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

"Motion to go into Executive Session at (time) pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorney of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation."



Go to Item 13

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Governing Board Meeting – September 16, 2015

Agenda Item: 13

BOD#: 2015-09-12

Agenda Item Title:

Presentation, discussion, and possible action regarding status conversion to Tyler Integrated Software System and alternatives.

Submitted By:

Fire Chief Paul Bourgeois / Finance Director Roger Wood

Background/Discussion:

TBD

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



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Governing Board Meeting – September 16, 2015

Agenda Item: 14

BOD#: 2015-09-13

Agenda Item Title:

Discussion and update of the CCU program and Rescue Operations implementation.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Assistant Chief Jerome Schirmer or his designee will give an update on both the CCU program and the Rescue Operations implementation planning process.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – September 16, 2015

Agenda Item: 15

BOD#: 2015-09-14

Agenda Item Title:

Chief's Report

Background / Discussion:

This item is for the fire chief 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.

- Statistical Reports for August 2015

Governing Board Meeting – September 16, 2015

Agenda Item: 16

BOD#: 2015-09-n/a

Agenda Item Title:

Announcements

Background / Discussion:

The BOD and/or staff may share information at this time.

Governing Board Meeting – September 16, 2015

Agenda Item: 17

BOD#: 2015-09-15

Agenda Item Title:

Adjournment

Recommended Motion:

"Motion to adjourn the board meeting."



Go to Agenda

Superstition Fire & Medical District

August 2015 - Monthly Report

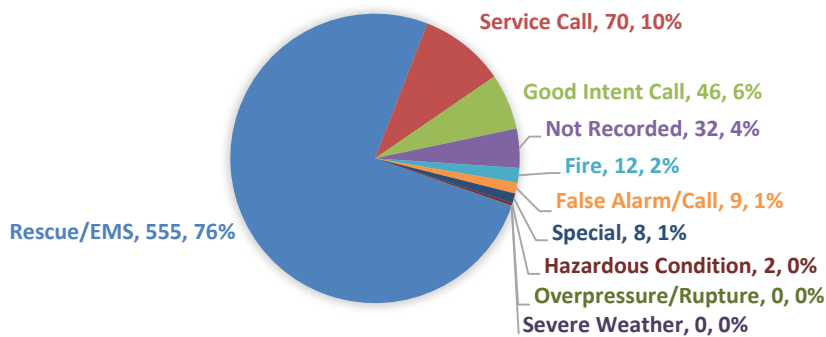
Average Travel Time

	<u>Metro</u>	<u>Urban</u>	<u>Suburban</u>	<u>Rural</u>
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	4:22	5:29	5:07	5:55
Average Travel Time District Wide	4:48			

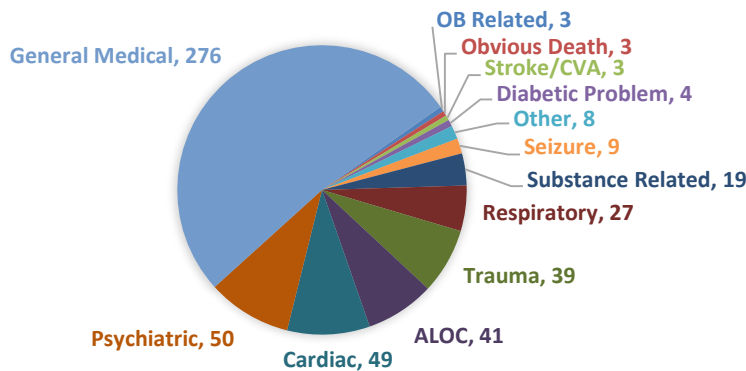
Dispatches by Unit

<u>Unit</u>	<u>Dispatches</u>	<u>Fiscal YTD</u>
B261	18	38
E261	248	472
E262	76	165
L263	298	557
L264	81	159
E265	23	61
CCU263	930	211
TRV263	0	2
U262	0	7
BR262	4	6
BR263	2	5
BR265	3	9
RH264	4	12

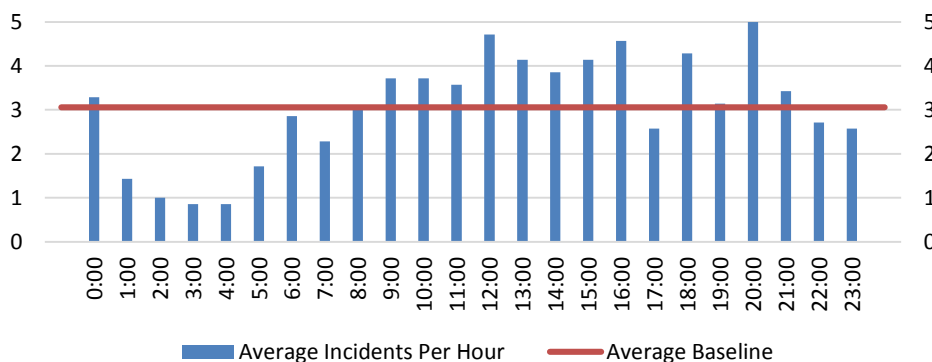
Incident Type Summary



EMS Incidents: Primary Impression



Average EMS Incident Volume by Hour of Day



Population Density Definitions

Metropolitan

An area with a population density of 3,000 or more people per square mile.
15%

Urban

An area with a population density of 2,000-2,999 people per square mile.
8%

Suburban

An area with a population density of 1,000-1,999 people per square mile.
10%

Rural

An area with a population density of 0-1,000 people per square mile.
67%

Superstition Fire & Medical District August 2015 - Operational Report

Community Services & Activities

Description	Aug 2015	Fiscal YTD
Blood Pressure Check Events	7	14
Car Seats Installed/Placed	7	17
CCR Demonstrations	3	7
CCR Demo Students	44	129
Community Events/Festivals	1	3
Community PSAs Produced	0	2
CPR & 1st Aid Classes	2	3
CPR & 1st Aid Students	8	15
CPR & AED Classes	4	12
CPR & AED Students	19	41
Fire Investigations	0	3
Fire Station Tours	0	1
Inspections - Business	7	19
Inspections - Specialty/Complaint	17	26
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	0	0
Neighborhood Canvass - Post-Fire	0	1
Plan Reviews	14	24
Safety Classes - Fire & Water	1	6
School - Fire Drills	0	0
School - Pub Ed Classes	0	0
Smoke Alarms Placed	8	17

Injury Report

	Aug 2015	Fiscal YTD
Injuries	1	3
Exposures	0	0
Sharps	0	0

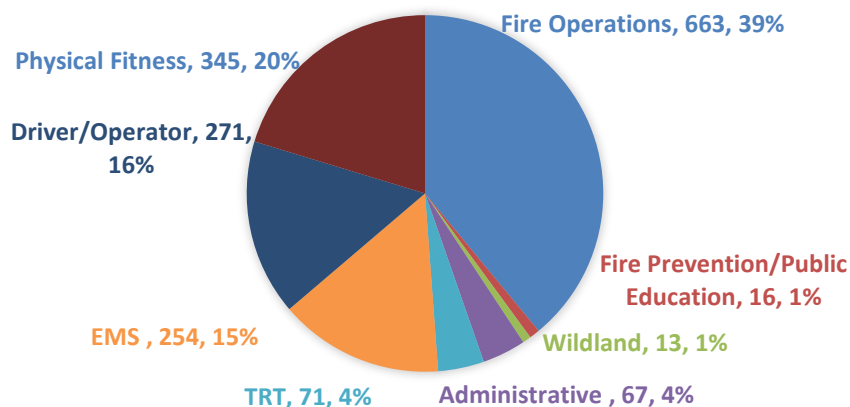


Our crew in Oregon was reassigned to the Grizzly Bear Complex Fire in Northern Oregon.



L264, E265, E262, & B261 ran on an early morning rollover on US 60 just east of Peralta Road. Crews utilized extrication tools to remove the roof of the vehicle to access the patient.

Training Hours Categories



Appendix A

a) Board Meeting Minutes from August 19, 2015

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

The board meeting minutes of the previous meeting(s) are provided for the BOD approval. 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

Staff Recommendation:

Staff recommends approval of August 19, 2015 board minutes.

Enclosure(s):

August 19, 2015 Board Meeting Minutes



Go to Appendix B

Go to Agenda



**Governing Board Meeting Minutes
August 19, 2015**

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, AUGUST 19, 2015. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

- A. Chairman Cross called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Director House
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Jason Moeller as present.

Senior Leadership in attendance: Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Finance Director Roger Wood, and Battalion Chief Jeff Cranmer were present. Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer were absent from the meeting.

Legal Counsel Donna Aversa (telephonically), and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

Item 1: *Review and approval of the July 2015 financial reports and bank reconciliations.*
(BOD #2015—08-01)

Finance Director Roger Wood, explained to the Board of Directors (BOD), that because of the integration of the Tyler Software, the Financial Reports were not complete. He explained to the BOD that we would hold a Special Board Meeting to approve the Financials Statements on or before August 31, 2015.

Item 2: *Recognition of employee performance, achievements and special recognition for community members.* (BOD #2015-08-02)

Chairman Cross read the list of the following August Service Anniversaries

Fire Captain / Paramedic Andy Kuhn	26 Years
Firefighter Paul Gruetzmacher	14 Years
Firefighter Mark Widick	14 Years
Fire Captain / Paramedic Jon Williamson	11 Years
Administrative Assistant I Kelly Bartz	8 Years

Assistant Fire Chief Dave Montgomery presented the following members with a Service Award:

Mechanic II David Shrock	10 Years
--------------------------	----------

Fire Captain Jeff Ehrlich recognized Doris Collier who helped save Glen Niedermeyer while swimming. Captain Ehrlich explained when his crew arrived, Doris was holding Glen above the water and he was not responsive. He went on to explain how exceptional Doris is, she not only assisted the crew in the water, she lifted Glen above her head to help the crew get him on dry land. Captain Ehrlich also recognized Mr. Niedermeyer for recognizing that he should not swim

alone, he had the foresight to call Ms. Collier to see if she was going to be at the pool when he was there.

Mr. Niedmyer recognized the crew, Captain Jeff Ehlich, Engineer John Christensen (not in attendance), Firefighter Ryan Ledbetter, and Firefighter Andrew Tryon for going above and beyond. They not only assisted Mr. Niedmyer by bringing his blood sugar back up, they drove his car to his home and offered to make him dinner.

Item 3: *Call to the Public. (BOD #2015-08-n/a)*
None

Item 4: *Consideration and possible approval of all consent agenda items listed below: (BOD #2015-08-03)*

- a) *Board Meeting Minutes from July 8, 2015*
- b) *Purchase of two (2) F-150 trucks*
- c) *Purchase of a 2016 Quantum Pierce Pumper*
- d) *Disposition of surplus property to Tri-City Fire*

Motion by Director House to approve consent agenda items for August 19, 2015. Seconded by both Clerk Gehrt and Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Discussion and approval to purchase related items to equip five (5) ambulances. (BOD #2015-08-04)*

Finance Director Roger Wood explained to the BOD at the March 26, 2015 Special Board meeting, the Board approved the purchase of five (5) Horton ambulances at an estimated price of \$1,024,696.00 (BOD #2015-03-11). At this same special board meeting, the BOD approved the purchase of these ambulances through a 10-year capital lease from the financing firm Leasing2. The total amount financed through the capital lease was \$1,491,000.00; the additional \$466,304.00 over the estimated cost of the ambulances was designated for "big ticket" medical equipment needed to fully equip the 5 ambulances.

Roger went on to say since the March Board Meeting, the true cost of the ambulances and big ticket medical equipment has been more clearly determined. To ensure compliance with the District's Procurement Policy, Staff is provided the Board with a total view of the cost of all elements of the 5 fully equipped ambulances. Roger reminded the board that the District has received a grant totaling \$200,539.35 to offset costs.

Fleet Supervisor Vaughn Croshaw answered general questions from the BOD regarding the equipment that would be purchased.

Motion by Clerk Gehrt to approve the purchase of all related items to fully equip five (5) Horton Ambulances not to exceed \$1,556,807.58, with the understanding that the grant totaling \$200,539.35 will offset costs and to purchase the big ticket items totaling \$65,807.58 from the 200 fund. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 6: *Discussion and possible action concerning a request to extend the current TMMS building and lease with the Apache Junction Unified School District (AJUSD). (BOD #2015-08-05)*

Assistant Chief Dave Montgomery stated this item is for review and approval of a request to extend the lease and shared-use agreement with the Apache Junction Unified School District for a period of 60 days, until October 31, 2015, for the purpose of establishing a more comprehensive lease-purchase agreement for submittal to the AJUSD Superintendent, Dr. Chad Wilson on or before October 31, 2015.

In 2012, the SFMD began working with the AJUSD to accommodate use of certain areas of the vacant Thunder Mountain Middle School for the purpose of establishing a dedicated location for training needs. SFMD personnel worked with the school district and with their current renter at the time, Center-Stage Church, to find areas available for long term lease that could be renovated to house the training and EMS division.

In 2014, a nearly million dollar renovation was completed to approx. 20,000 square feet of the facility, and the SFMD Regional Training Center was established. Discussions have continued with the AJUSD about the long-term plan for the entire campus and how SFMD might expand to meet our future training needs.

During recent discussions about the renewal of SFMD and the Center-Stage Church leases for another three year period, an opportunity was presented to the fire district to consider a lease-purchase arrangement with the AJUSD.

The 60-day extension being requested will allow a comprehensive lease purchase offer to be presented to the AJUSD for consideration of taking over full-tenancy of the campus and allow SFMD to pursue options for future expansion while preserving and protecting the investments already made to the facility.

If the AJUSD accepts this 60-Day extension request, they would also notify the Center-Stage Church of the cancellation of their lease. The Church would then begin to move their operations to another site. Currently the church and the AJUSD are in discussions about the church acquiring the newly vacated Superstition Mountain Elementary School buildings.

To accommodate this lease extension the AJUSD has asked SFMD to make whole the church's lease payment until such time as a new lease-purchase agreement could be approved. This payment would be an additional \$750 per month to our current payment of \$750 per month.

Motion by Director House to approve the 60-day-day extension to our current lease with the Apache Junction Unified School District (AJUSD) and to direct staff to initiate the MOU letter addressed to the AJUSD requesting a 60 day extension and to pay the additional \$750 per month in rent after the church vacates the property. Seconded by Director Moeller.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Discussion and update of the CCU program and Rescue Operations implementation. (BOD #2015-08-06)*

Assistant Chief Dave Montgomery stated the CCU Program is operating daily and continues to be successful. The statistics that show the savings have not yet been released by CMS, however, the mock billing is progressing and showing a savings. He went on to say that we are proud to say the hiring of new Transportation Services Manager, Billy Warren is a tremendous help to assist with the Rescue Operations implementation. Chief Bourgeois, Chief Schirmer, Dave Pohlmann, and Billy Warren are currently attending the Arizona Ambulance Association Conference in Prescott.

Item 8: *Chief's Report. (BOD# 2015-08-07)*

Assistant Chief Dave Montgomery reported on the following:

- **Drowning Impact Awareness Month**
 - August is Drowning Impact Awareness Month
 - Members attended the annual kick-off at Phoenix Children's Hospital.
 - SFMD has had the largest contingency at this event for the past 3 years.
 - Members will wear purple ribbons to show support during the month of August.
- **SFMD.AZ.GOV**
 - Staff is continuing to work on the new SFMD website
 - A demo will be provided at the September Board Meeting

- **Accreditation**
 - Our Annual Compliance Report was unanimously accepted by the Accreditation Peer Review Board.
- **Dates to Remember**
 - Annual Fire Prevention Celebration – Sunday, October 4, 2015
- **Public Education**
 - July 11, 2015 – Car Seat Installation at Kiddy Korner Preschool
 - July 25, 2015 – Water Safety & CPR demonstration with Parents as Teachers
 - August 1, 2015 – CCR & AED Demonstration at Superstition Harley Davidson
- **New SFMD Members**
 - Billy Warren, Transportation Services Manager
 - Lori Hlavin, Account Clerk (Payroll)

Item 9: *Announcements (BOD# 2015-08-n/a)*

Director House commented on the new technology in the Board Room that was part of the 2015/2016 budget planning process.

Clerk Gehrt asked for the BOD By-Laws be placed on the September agenda for updating.

Item 10: *Adjourn (BOD# 2015-08-08)*

Motion by Director House at 6:16 p.m. to adjourn the meeting. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Special Board Meeting Minutes from August 31, 2015

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

The special board meeting minutes of the previous special board meeting are provided for the BOD approval. 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

Staff Recommendation:

Staff recommends approval of August 31, 2015 special board meeting minutes.

Enclosure(s):

August 31, 2015 Special Board Meeting Minutes



Go to Appendix C

Go to Agenda



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



Special Governing Board Meeting Minutes August 31, 2015

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 SPECIAL MEETING ON MONDAY, AUGUST 31, 2015. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

- A. Chairman Cross called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Director Moeller
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director House, Director Charlie Fox, and Director Jason Moeller as present.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Finance Director Roger Wood, and Battalion Chief Jeff Cranmer were present.

Executive Assistant acting as Board Secretary Jasmin Jones was also present for the meeting.

Item 1: *Review and approval of the July 2015 financial reports and bank reconciliations.
(BOD #2015-08-09)*

Motion by Director House to approve the July 2015 financial reports and bank reconciliations.
Seconded by both Clerk Gehrt and Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 3: *Adjournment. (BOD #2015-08-10)*

Motion by Clerk Gehrt to adjourn the meeting at 5:31 p.m. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix C

c) Purchase of 5 new Motorola APX7000E Dual Band Portable Radios for emergency operations.

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

This item comes before the governing board for the approval to purchase 5 new Motorola APX7000E Dual-Band Portable Radios for use in Emergency Operations.

This is a planned capital expenditure funded for in the 2015/2016 capital projects budget.

This is part of a long-term effort to replace our older Motorola XTS5000R Portable Radios with the dual-band capable portables.

We currently have 19 APX7000E radios in service, and continue to fund for 5 additional radios per year to maintain a managed replacement schedule.

Life-expectancy for these radios is 10-15 years.

These radios are the same as used by Mesa Fire & Medical Department and we are able to regularly take advantage of discount buying power through negotiated contracts between MFMD and Motorola.

The purchase will be made through Creative Communications, the only authorized dealer for Motorola radio products for our area of the state.

The total cost for the 5 radios with all associated ancillary support equipment and a stock of extra batteries is \$38,904.03 with tax included estimated at 8.5%.

Financial Impact/Budget Line Item:

\$38,904.03 / 200-70-72240-20

Staff Recommendation:

Staff recommends approval of this expenditure as a planned and funded capital project item.

Enclosure(s):

Quote from Creative Communications
Procurement Form





Quote Number: QU0000333675

Effective: 10 SEP 2015

Effective To: 09 NOV 2015

Bill-To:

SUPERSTITION FIRE AND MEDICAL
DISTRICT
565 N IDAHO RD
APACHE JUNCTION, AZ 85219
United States

Ultimate Destination:

SUPERSTITION FIRE AND MEDICAL
DISTRICT
565 N IDAHO RD
APACHE JUNCTION, AZ 85219
United States

Attention:

Name: Dave Montgomery
Email: dave.montgomery@sfmd.az.gov
Phone: (480) 982-4440

Sales Contact:

Name: Nick Spino / Mike Sumnicht
Email: nick.spino@creativecom.com
Phone: (602) 955-8405

Request For Quote: Superstition Fire (5) APX7000XE
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	% Discount Price	Extended Price
1	5	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RAD	\$3,836.00	\$2,877.00	25.00	\$14,385.00
1a	5	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$750.00	25.00	\$3,750.00
1b	5	Q806BP	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	25.00	\$1,931.25
1c	5	Q498AZ	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$555.00	25.00	\$2,775.00
1d	5	Q629AL	ENH: AES ENCRYPTION	\$475.00	\$356.25	25.00	\$1,781.25
1e	5	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-		-
1f	5	QA00574AC	ADD: VHF SECONDARY BAND	-	-		-
1g	5	H301CM	DEL: DELETE BELT CLIP	\$-10.00	\$-7.50	25.00	\$-37.50
1h	5	HA00025AB	ADD: 3 YR ENCRYPT RSA COMPREHENSIVE	\$275.00	\$275.00	-	\$1,375.00
1i	5	QA01427AC	ALT: IMPACT GREEN HOUSING	\$25.00	\$18.75	25.00	\$93.75
1j	5	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	25.00	\$5,625.00
1k	5	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	25.00	\$1,125.00
1l	5	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.75	25.00	\$18.75
1m	5	QA01843AD	ADD: MANDOWN OPERATION	\$150.00	\$112.50	25.00	\$562.50
2	5	NTN8266B	BELT CLIP KIT	\$12.00	\$9.00	25.00	\$45.00
3	5	NNTN8203A	IMPRES XE RSM, GREEN	\$335.00	\$251.25	25.00	\$1,256.25
4	5	NNTN7687A	IMPRES SUC ADAPTER	\$45.00	\$33.75	25.00	\$168.75
5	5	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	25.00	\$468.75
6	5	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$106.50	25.00	\$532.50

Estimated Tax Amount

\$3,047.78

Total Quote in USD

\$38,904.03

Pricing per Motorola's Arizona State Contract: ADSP013-036880, with taxes estimated at 8.5% and shipping FedEx ground is included.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # _____

PO # _____

LIMITS	REQUIREMENTS	APPROVALS
\$0.00 - \$2,999.00	FORM Not Required	Budget Manager, BC, Executive Assist., Facilities Specialist
\$3,000.00 - \$4,999.99	FORM Not Required	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager
\$5,000.00 - \$24,999.99	3 Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager
\$25,000 or MORE	3 Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager AND Governing Board

Quote # 1

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote \$ _____

Quote # 2

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote \$ _____

Quote # 3

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote \$ _____

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

- ☐ STATE CONTRACT /INTERGOVERNMENTAL
☐ SOLE SOURCE PROCUREMENT
☐ EMERGENCY ACTION
☐ COMPETITION SOLICITED WITH NO OFFERS
☐ STANDARDIZATION / COMPATABILITY REQUIREMENTS for EQUIPMENT
☐ TRAVELING EXPENSES with GOVERNMENTAL RATE
☐ PRODUCT / SERVICE / AGENCY for EDUCATIONAL, TRAINING, EXPERIMENTAL, DEVELOPMENTAL or RESEARCH WORK
☐ EQUIPMENT ALREADY INSTALLED, CONNECTED, IN SERVICE AND IT IS DETERMINED ADVANTAGEOUS TO PURCHASE SAME
☐ ITEMS ARE SUBJECT TO RAPID PRICE FLUCTUATION OR IMMEDIATE ACCEPTANCE

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

(Standard Rate Must be Specified on PO)

(Attach Supporting Documents to PO)

APPROVAL:

DATE	DEPT. HEAD SIGNATURE
DATE	FINANCE MANAGER
DATE	ASSISTANT CHIEF SIGNATURE
DATE	FIRE CHIEF SIGNATURE