

Superstition Fire and Medical District

Board of Directors

January 21, 2015



Board Chairman Jeff Cross
Board Clerk Gene Gehrt
Board Director Todd House
Board Director Barbara Cobb
Board Director Charlie Fox

**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, January 21, 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 December 2014 financial reports and bank reconciliations. **(BOD #2015-01-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2015-01-02)**
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 #2015-01-03)**
 - a) Board Meeting Minutes from December 17, 2014
 - b) ImageTrend Elite Product Upgrade Software Licensing Agreement – Amendment
 - c) Contract with Arizona Renaissance Limited Partners for Fire and Medical Services
5. Discussion and possible approval for the SFMD's Financial Statements and Independent Auditor's Report for the fiscal year ending June 30, 2014. As required by Arizona Revised Statutes §48-253, submitted by Henry & Horne, LLP. **(BOD #2015-01-04)**
6. Discussion and approval of the Fire Chief's updated contract. **(BOD #2015-01-05)**
7. Presentation, discussion, and possible action regarding out of district responses. **(BOD #2015-01-06)**
8. Discussion and overview of the CMS grant and CoN process. **(BOD #2015-01-07)**
9. Chief's Report **(BOD #2015-01-08)**
10. Announcements **(BOD #2015-01-n/a)**
11. Adjourn **(BOD 2015-01-09)**

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 January 16, 2015

At: 1730 hours

By: Jasmin Jones

Governing Board Meeting – January 21, 2015

Agenda Item: 1

BOD#: 2015-01-01

Agenda Item Title:

Review and approval of the December 2014 financial reports and bank reconciliations.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

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

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

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), 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):

Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.

**Financial Reports and Bank Reconciliations are under separate cover.*

Recommended Motion:

"Motion to approve the December 2014 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 **December 2014**:

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 – January 21, 2015

Agenda Item: 2

BOD#: 2015-01-02

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.

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

N/A

January Service Anniversaries:

| | |
|--|----------|
| Fire Engineer John Christensen | 26 Years |
| Fire Captain / Paramedic Rob Bessee | 14 Years |
| Fire Engineer / Paramedic Chuck Hanson | 12 Years |

January Special Recognition

| |
|-------------------------------|
| Fire Engineer Mark Blackstone |
|-------------------------------|

January Badge Pinning

| |
|----------------------------|
| Fire Captain Jeff Ehrlich |
| Fire Captain Ruben Briones |
| Fire Captain Alex Dupuis |

Employee Performance / Special Recognition for Community Members:

| | |
|-------------------------|---|
| Cardiac Arrest Survivor | <u>SFMD Crew</u> Captain / Paramedic Mark Castaneda Engineer / Paramedic Drew Colby Firefighter Paul Garcia |
| Cardiac Arrest Survivor | <u>SFMD Crew</u> Captain / Paramedic Doug Taylor Firefighter / Paramedic Ken Simkins Firefighter / Paramedic Matthew Perez Firefighter / Paramedic Lance Frawley |
| Cardiac Arrest Survivor | <u>SFMD Crew</u> Captain / Paramedic Craig Halver Engineer / Paramedic Jim Crowley Firefighter Ryan Philips Firefighter David Endres |

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Governing Board Meeting – January 21, 2015

Agenda Item: 3

BOD#: 2015-01-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 – January 21, 2015

Agenda Item: 4

BOD#: 2015-01-03

Agenda Item Title:

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

- a) Board Meeting Minutes from December 17, 2014 – **Appendix A**
- b) ImageTrend Elite Product Upgrade Software Licensing Agreement Amendment – **Appendix B**
- c) Arizona Renaissance Limited Partners Contract for Fire and Medical Services – **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 January 21, 2015.”

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Governing Board Meeting – January 21, 2015

Agenda Item: 5

BOD#: 2015-01-04

Agenda Item Title:

Discussion and possible approval of the SFMD's Financial Statements and Independent Auditor's Report for the fiscal year ending June 30, 2014. As required by Arizona Revised Statutes §48-253, submitted by Henry & Horne, LLP – Certified Public Accountants

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The district's annual audit has been completed as required by ARS §48-253. Marilyn Mayes from Henry & Horne, LLP will be attending the meeting to present information regarding the audit. She will be available to answer questions from the board.

Financial Impact(s)/Budget Line Item:

n/a

Enclosure(s):

**Cover Letter under separate cover*

**Audit Report under separate cover*

**Hard copies of the Audit Report will be provided at the board meeting.*

Recommended Motion:

"Motion to approve the fire district's Financial Statements and Independent Auditor's Report for the fiscal year beginning on July 1, 2013 and ending on June 30, 2014, as submitted by Marilyn Mays, CPS, and to direct staff to submit the auditor's report to Pinal and Maricopa County as required by Arizona Revised Statutes §48-253."

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Governing Board Meeting – January 21, 2015

Agenda Item: 6

BOD#: 2015-01-05

Agenda Item Title:

Review and approval of the Fire Chief's updated contract.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The Fire Chief's contract was updated to reflect current salary information and the district name change both approved by the Board.

Financial Impact/Budget Line Item:

100-10-50000-10 / Fire Chief Wages

Enclosure(s):

Employment Agreement for Fire Chief Paul Bourgeois

Recommended Motion:

"Motion to approve the employment contract for Fire Chief Paul Bourgeois with updated salary information and the district name change."

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Employment Agreement

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the 21st day of January, 2015 (the “Effective Date”) by and between Superstition Fire & Medical District, a duly formed fire district (the “District”) as the Employer and Paul Bourgeois, (the “Chief”) as the Employee.

Recitals

- A. The Chief has been employed by the District as its fire chief since November 1, 2012.
- B. The District desires to continue the Chief’s employment as set forth in this Agreement:
 - 1. to provide inducement for the Chief to remain in the District’s employment for the stated term of this Agreement;
 - 2. to provide an environment promoting productivity, innovation, and professional development mutually beneficial to the District and the Chief; and,
 - 3. to provide the means by which the Agreement may be terminated by either the District or the Chief.
- C. The Chief desires to accept employment as the District’s fire chief upon the terms and conditions set forth in this Agreement.

For valuable consideration and the mutual covenants contained in this Agreement the parties agree as follows.

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Term.
 - a. This Agreement is effective upon the Effective Date as set forth above through December 31, 2020.
 - b. The Board, at its option, upon the anniversary date of this Agreement, may at its option, roll forward the termination date of this Agreement thereby extending the termination date forward by one year increments.
 - c. References to the term of the Agreement include the original term and any successive term.
 - d. Written notice shall be provided to the Chief at least nine months in advance of the expiration date of the term of the Agreement. Failure to renew said Agreement shall constitute termination upon expiration of the term of the Agreement.
 - e. Upon mutual agreement of the District and the Chief, the Chief may continue to function in the role of the District’s fire chief until the District selects a replacement or through the remainder of the term of the Agreement. In the absence of a mutual agreement, the Chief shall be free of all obligations of service to the District and the District shall maintain the Chief on the District payroll as an employee of the District until the expiration of the term of the Agreement (the “Stay On Period”). During any Stay On Period, all salary and benefits shall remain in full force and effect.
 - f. In the event the Chief voluntarily resigns prior to the expiration of the term of this Agreement, then the Chief shall give the District’s governing board sixty days advance notice unless the parties agree otherwise.

- g. The Chief agrees to remain in the exclusive employment of the District during the term of this Agreement. The Chief is expressly permitted to undertake, whether or not compensation is paid to the Chief, teaching, writing, speaking or consulting engagements beneficial to the Chief's personal and career development or to increase the District's profile. These occasional activities are allowed provided they do not interfere with the Chief's duties and responsibilities to the District or a present a conflict of interest with the District. *De minimis* use of District equipment for such purposes is hereby authorized.
3. Fire Chief Powers and Duties. The Chief shall carry out the functions and duties as the District's fire chief as set forth in the District's fire chief job description as it may be amended from time to time and as required or reasonably necessary under Federal, State and local laws, ordinances and regulations. In addition:
- a. The Chief shall enforce the provisions of the District's policies as currently in effect and as may be amended from time to time.
 - b. Neither the District's governing board nor any of its members shall direct or request the appointment of any person to, or removal from, office by the Chief or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the District, except where expressly provided for by District Personnel Policy or state law.
 - c. The District's governing board and its members shall deal with employees of the District solely through the Chief.
 - d. Neither the District's governing board nor shall any individual board member give orders or direction to any District employee other than the Chief, either publicly or privately.
 - e. The Chief is authorized to take instruction from the District only through action of a majority of a quorum at a properly noticed board meeting. The Chief is not authorized to take instruction from one board member who has not been authorized to do so by action of a majority of a quorum at a properly noticed board meeting.
 - f. The Chief shall be the District's chief administrative and operations officer. He may head one or more departments and shall be responsible to the District's governing board for the proper administration of all affairs of the District. To that end, he shall have the power and be required to appoint and, when necessary in his judgment for the good of the District, suspend or remove all officers and employees of the A, except as otherwise provided by the District's Personnel Policy or state law. He may delegate said authority to the head of a department or office regarding their subordinates.
 - g. Prepare the budget annually, including all funds of the District, without exception, and submit it to the District's governing board together with a message describing the important features, and be responsible for its administration after adoption.
 - h. Prepare and submit to the District's governing board, as of the end of the fiscal year, a report on the finances and administrative activities of the District for the preceding year.
 - i. Keep the District's governing board advised of the financial condition and future needs of the District, and make such recommendations as he shall deem advisable.
 - j. Recommend to the District's governing board, adoption of a pay and compensation philosophy and policy, which shall guide his administration of the compensation system.

- k. Recommend to the District's governing board, adoption of such measures as he may deem necessary for the health, safety, and welfare of the community, as well as the improvement of the administrative services.
- l. Consolidate or combine offices, positions, departments, or units under his jurisdiction.
- m. Attend all meetings of the District's governing board, unless excused, and take part in the discussion of all matters coming before the District's governing board.
- n. Supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget; administer contracts necessary for the operation and maintenance of District services as provided for in the District's Purchasing Policy; receive sealed bids for purchases or contracts and present them to the District's governing board for approval, and advise the District's governing board on the advantages or disadvantages of contract and bid proposals; and issue rules governing purchasing procedures within the administrative organization
- o. See that all laws and ordinances are duly enforced.
- p. Investigate the affairs of the District or any department or division thereof. Investigate all complaints in relation to matters concerning the administration of the government of the District, and concerning service maintained by the public utilities in the District, and see that all franchises, permits, and privileges granted by the District are faithfully observed.
- q. Perform other such duties as may be required by the District's governing board, consistent with the District's Personnel Policy, law or ordinances, or this Agreement.

4. Termination.

- a. The District shall use its best efforts to fund the position of Fire Chief; however, the parties acknowledge that this Agreement shall terminate in the event the funds are unavailable or are not appropriated by the District for payment pursuant to this Agreement.
- b. If breach of contract is declared by either party following written notice specifying a material breach of the terms and conditions of this Agreement and a 30-day cure period for either the District or the Chief to cure the default, this Agreement shall terminate.
 - 1) The District may terminate the Chief's employment prior to the expiration of the original term or any extension of the terms only for cause. Termination for cause shall require a vote of at least four members of the District's governing board at a duly authorized public meeting. For purposes of this Agreement, cause shall be defined as any of the following:
 - i. The Chief's failure to or deficiency in carrying out his obligations and responsibilities under this Agreement,
 - ii. The Chief's failure, refusal, or deficiency in following reasonable policies or directives established by the Board after written notice from the District's governing Board and thirty days opportunity to cure the failure or deficiency.
 - iii. The Chief's conviction of any felony.
- c. If the Chief resigns, following an offer by the District's governing board to accept his resignation in lieu of pursuing termination for cause, the agreement terminates as of the effective date of the resignation.
- d. During the six (6) months immediately following the seating and swearing in of one or more new District governing board members, and during such time as the Chief is willing and able to perform the duties under this agreement, the District may terminate

the Chief's employment subject to the District's obligations as set forth in paragraph 5(b) below.

- e. In the event the Chief should become permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of 180 days beyond any accrued leave, the District's governing board shall have the right to terminate this agreement subject to the District's obligations as set forth in paragraph 5(a) below.

5. Benefits upon Termination.

- a. In the event the Chief's employment is terminated due to death or disability as defined in Section 4(e) above:
 - 1) The District shall provide to the Chief, or payable on the Chief's behalf, an amount for the balance of the current term of this Agreement not to exceed 12 months of salary and deferred compensation at the Chief's then current rate of pay. The contract benefit shall be paid in a lump sum unless agreed upon by the District and the Chief.
 - 2) The District shall continue to provide medical coverage in a plan reasonably similar to the benefits as received immediately prior to such death or disability for a period of twelve months. Further, in the event the Chief's employment is terminated by death or disability, the District will pay to the Chief or on his behalf the accrued and unused balance of sick leave and vacation time at the same rate as provided under the District's policy then in place.
- b. In the event the Chief's employment is terminated by a successor Board as set forth in Section 4(d) above:
 - 1) The District shall pay the Chief an amount representing salary and deferred compensation in an amount equal to the balance of unexpired term of the Agreement not to exceed 12 months.
 - 2) This amount will be deemed liquidated damages as a mutually negotiated and agreed upon amount for a waiver and release of any claims arising from this Agreement.
- c. If the Chief's employment is separated by the Chief's resignation, default, for cause or because of a felony conviction as set forth in Section 4(b) above, the District shall not be obligated beyond any accrued salary and benefits as of the date of termination.
- d. If the Chief's employment is terminated because of the District's default, the District will be obligated to the Chief for liquidated damages as set forth in paragraph 5(b) above.

6. Salary.

- a. Commencing as of January 1, 2015, the Chief's annual base salary shall be \$150,000.
- b. Commencing as of July 1, 2015, the Chief's annual base salary shall be \$155,000.
- c. The District and the Chief acknowledge their mutual desire for the Chief's continued personal and professional development and life-long learning and for the Chief pursuit of continuing development to be an example for the District's personnel. As part of the Chief's annual performance evaluation, the Board will consider the milestones which will be mutually established from time to time by the Board and the Chief.

7. Holidays. The Chief shall have the same paid holidays as administrative personnel including one floating holiday per year.

8. Deferred Compensation.

- a. Employer agrees to pay the Chief annual Deferred Compensation of \$15,000. Deferred Compensation. Fifty percent of the annual amount shall be paid to the District's deferred compensation carrier, on or within seven days following the first pay period after January 1 and the remaining fifty percent on or within seven days following the first pay period after July 1 of each year including the year 2013.
- b. Partial years will be prorated. To the extent permitted by the District's deferred compensation plan as then in effect, the District will transfer ownership of said plan or retirement fund to an appropriate account of the Chief's choice upon termination of the Chief's employment, whether voluntary or involuntary.

9. Vacation and Sick Leave.

- a. The Chief shall be issued 200 hours of vacation per fiscal year. Vacation leave for any partial year shall be prorated effective with the effective date of this Agreement.
 - 1) Other than the annual allotment, the Chief shall not accrue any vacation leave.
 - 2) The Chief shall not carry over any unused vacation hours.
- b. Upon commencement of this Agreement, the Chief shall be issued 120 hours of sick leave.
 - 1) The Chief shall enter the District's accrual schedule at the rate consistent with that of a 20-year employee.
 - 2) The Chief shall use sick leave according to District policy as may be amended from time to time.
- c. In the event of termination by death or disability, as set forth in paragraph 4(e) above, the District will pay the Chief, or on behalf of the Chief, an amount equal to his sick and vacation leave balances at the Chief's then current rate.
- d. In the event of separation for any reason, other than death or disability as set forth above, the Chief shall not be paid for any unused balances of sick or vacation time.

10. Retirement Benefits. The Chief shall be covered and governed by the same retirement system as all of the District's public safety employees.

11. Insurance. To the fullest extent allowed by law, the Chief shall be covered by the same medical and dental plans as all other employees except that District shall pay the Chief's "employee share" of premiums for the Chief and his dependents, and that coverage shall be in full force and effect immediately upon the effective date of this Agreement.

12. Automobile. The District shall provide the Chief with an appropriate take-home vehicle for District business, representing the District at civic and professional events and reasonable ancillary use. The District shall be responsible for all costs associated with the operation and maintenance of the vehicle. In the event the Chief uses his personal vehicle for District related travel, the District will reimburse the Chief at the same rate as employees are reimbursed.

13. Allowances.

- a. The District will reimburse the Chief up to \$700 annually for District uniforms and professional District logo clothing.
- b. District will reimburse the Chief up to \$130 per month for a cell phone/data plan that is on the same carrier as used by the District.

14. Contract Review. The District shall provide a one-time allowance to reimburse the Chief up to \$500.00 for legal and/or financial review of this Agreement by the professionals of his choice.

15. Other Benefits. All provisions of the District's Personnel Policy, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Chief as they would to all other employees of the District, in addition to said benefits enumerated specifically for the benefit of the Chief herein.

16. Professional Development.

a. The District agrees to budget for the Chief's reasonable professional development mutually beneficial to the Chief and the District including but not limited to the following:

- 1) Technology, including a laptop computer with data access, for District use and reasonably ancillary use including for educational and professional development purposes.
- 2) Tuition, dues, subscriptions, travel and related expenses of the Chief for professional education, participation, meetings and occasions to continue his professional development.
- 3) Participation on District time may include, but is not to be limited to the International Association of Fire Chiefs, Arizona Fire District Association, International City/County Management Association, Arizona Fire Chief's Association, Fire Department Safety Organization and other national, regional, state and local fire service, emergency medical service, public safety or governmental groups and committees thereof which the Chief serves as a member or in which his participation is beneficial to the District, as well as associated short courses, institutes, and seminars.
- 4) Participation, including membership, in civic organizations which may promote the District's mission by raising the District's profile in community matters.
- 5) In addition to participation, the District encourages the Chief to attain positions of leadership in the organizations described in this Paragraph 16.

17. Performance Evaluation.

- a. The Governing Board will evaluate the Chief's performance at least annually.
- b. The HR Manager or designee will coordinate with the Governing Board and the Chief the timing and process of bringing the Chief's performance evaluation before the Governing Board.
- c. The Chief's performance review:
 - 1) Shall be in accordance with specific criteria, format and process developed and mutually agreed upon, from time to time, by the District's governing board and the Chief.
 - 2) Shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results and shall encourage dialogue between the Board and the Chief.
 - 3) Shall result in the Board and the Chief's joint definition of such goals and performance objectives that they determine necessary for the efficient and effective operation of the District, and in the attainment of the District's policy

objectives and shall further establish a relative priority among those various goals and objectives; the goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified, and the annual operation budget and capital budget and appropriations provided.

- d. In determining the Chief's salary and benefits, the Board and the Chief shall give consideration on an annual basis, prior to adoption of a tentative budget, to adjust the Chief's compensation following an annual performance evaluation and the acceptable performance of duties.

18. Hours of Work.

- a. The Chief's duties and responsibilities on behalf of the District require time outside the office environment and outside the normal business hours. The Chief shall develop and establish an appropriate work schedule to reasonably accommodate his duties and responsibilities on behalf of the District. The Chief shall keep the District's office advised to his schedule.
- b. As both parties mutually agree, maintaining physical fitness is imperative to success and performance as a Fire Chief. Therefore the District governing board encourages the Chief to exercise regularly and to maintain a reasonable level of fitness setting an example for personnel. The District recognizes reasonable physical fitness activities may account for part of the Chief's "work day" provided it does not interfere with the Chief's other duties and responsibilities.

19. Suspension.

- a. Employer may suspend the Chief.
- b. In the event the Board places the Chief on administrative leave pending an investigation, the suspension shall not be considered disciplinary; and shall be for a time reasonably determined by the Board; and, shall be paid.
- c. In the event the Board places the Chief on disciplinary suspension, the suspension shall be without pay for a period of up to one week.
 - 1) A disciplinary suspension may occur upon:
 - i. A determination of cause by a vote of 4 of the District's governing Board, or.
 - ii. Consent by the Chief.
 - 2) For purposes of this Paragraph 19, cause shall be determined following an opportunity for the Chief to be heard by the District's governing board following at least 10 calendar days written notice to the Chief.
 - i. The Board's determination of cause shall be guided by District policy, as may be amended from time to time, and is not limited to but includes any the following:
 - a) willful neglect of duty,
 - b) felony or misdemeanor that reflects negatively on the ability to perform his duties,
 - c) violation of honesty or sobriety; or
 - d) any other act of similar nature, or of the same or greater seriousness.

20. Indemnification.

- a. The District shall defend, hold harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or

otherwise, arising out of an alleged act or omission occurring in the performance of his duties as the Chief.

- b. Employer will compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to the Chief by the District, as described herein, for any acts undertaken or committed in his capacity as the District's fire chief regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following his employment with Employer.
 - c. The District will reimburse the Chief, as reasonably necessary, up to \$1,000 in any fiscal year for reasonably attorney's fees and associated legal expenses for consultation with the attorney of his choice when regarding potential personal liability arising from District matters.
 - d. The District's obligation to indemnify and hold harmless survives the termination of this Agreement.
21. Conflict of Interest Prohibition. It is further understood and agreed that because of the duties of the Chief within and on behalf of the Superstition Fire & Medical District and its citizenry, the Chief shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Superstition Fire & Medical District, without prior approval of the District's governing board.
22. General Provisions. The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at Jaw and executors of the Chief.
- a. This Agreement shall become effective upon adoption and approval by the District's governing board.
 - b. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
23. Beneficiaries. This Agreement shall inure solely to the benefit of the Chief and District, and shall create no rights in any other person or entity.
24. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. §38-511.
25. Choice of Forum. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies.
26. Choice of Law. The parties hereby agree that the laws of the State of Arizona shall be applied to all provisions under this Agreement.
27. Claims Limitation of Action. No action shall be maintained by the Chief, his successors or assigns, against District on any claim based upon or arising out of this Agreement or out of

anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement.

28. Further Assurances. The District and the Chief will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement and for the better assuring and confirm benefits provided herein.
29. Headings. The Heading for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.
30. Preparation of Agreement. This Agreement has been prepared by the combined efforts of the Chief and the District, and is not to be construed against either party.
31. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Agreement or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this contract shall not be held to be a waiver of any other or subsequent breach of the Agreement.

IN WITNESS THEREOF, the Superstition Fire & Medical District has caused this Agreement to be signed and executed on its behalf by its Chairman and duly attested by its Clerk and the Chief has signed and executed this Agreement, both in duplicate, the day and date first written above.

Superstition Fire & Medical District

Fire Chief

BY:

Chairman of the Fire Board

Paul Bourgeois

ATTEST:

Clerk of the Fire Board

Governing Board Meeting – January 21, 2015

Agenda Item: 7

BOD#: 2015-01-06

Agenda Item Title:

Presentation, discussion, and possible action regarding out of district responses.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The fire district responds on a regular basis outside of its recognized jurisdictional boundaries on emergency calls that are not part of our Auto-Aid System. With few exceptions, the district has not historically collected any revenue off of these calls. Current economic conditions are persistently hampering the fire district's ability to increase revenue. The real and potential losses to our taxpayers are in the form of slower response times, resources obligated outside the fire district, and other major compromises to the Auto-Aid System financially impacts the organization and the taxpayers.

This discussion will look at the overall problem and allow the board to direct staff in direction that will be beneficial to the citizens we serve.

Financial Impact(s)/Budget Line Item:

TBD

Enclosure(s):

N/A

Recommended Motion:

"Motion to move forward with the out of district response research initiative."

Go to Items 8

Go to Agenda

Governing Board Meeting – January 21, 2015

Agenda Item: 8

BOD#: 2015-01-07

Agenda Item Title:

Discussion and overview of the status of the CMS grant and the CoN application process.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Firefighter/Paramedic Dave Pohlmann will give an update on both the CMS grant and the CoN application process.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A

Governing Board Meeting – January 21, 2015

Agenda Item: 9

BOD#: 2015-01-08

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 December

Governing Board Meeting – January 21, 2015

Agenda Item: 10

BOD#: 2015-01-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – January 15, 2015

Agenda Item: 11

BOD#: 2015-01-09

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”

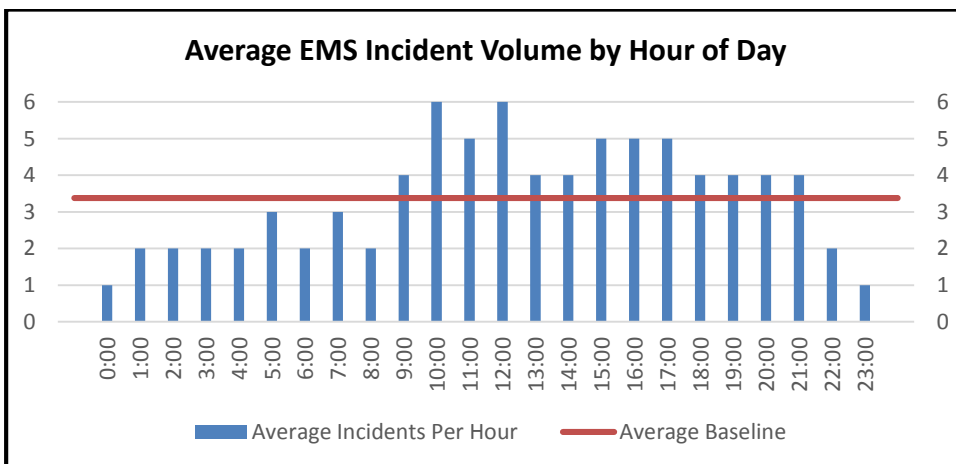
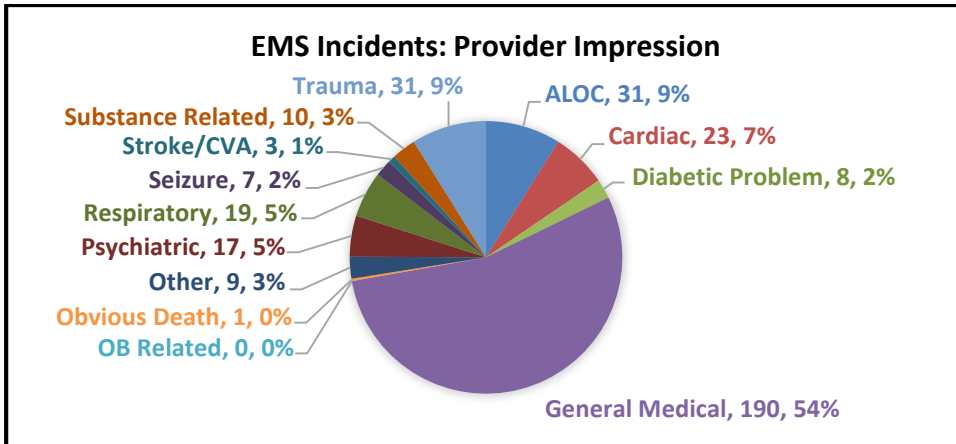
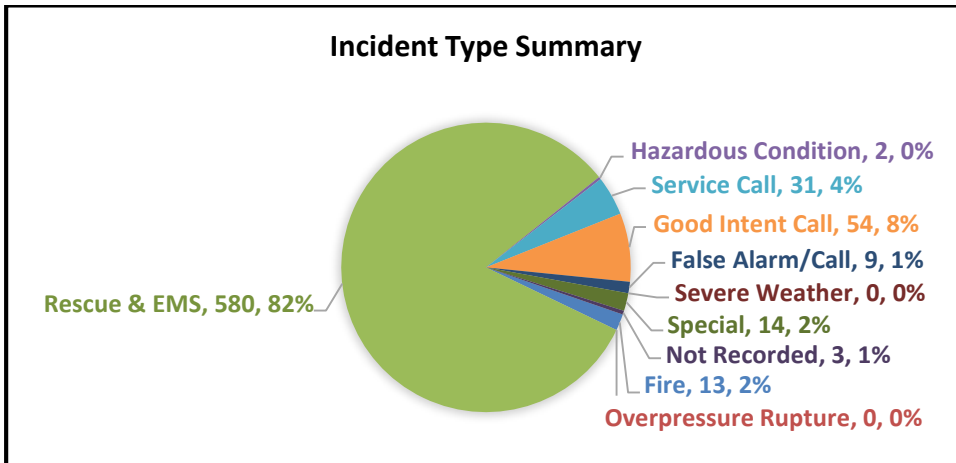
[Go to Agenda](#)

[Go to Monthly Reports](#)

Superstition Fire & Medical District December 2014 - 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 | 4:16 | 4:58 | 4:47 | 5:53 |
| Average Travel Time District Wide | 4:38 | | | |

| Dispatches by Unit | | |
|--------------------|-------------------|-------------------|
| <u>Unit</u> | <u>Dispatches</u> | <u>Fiscal YTD</u> |
| B261 | 24 | 134 |
| E261 | 264 | 1520 |
| E262 | 88 | 507 |
| L263 | 276 | 1549 |
| L264 | 94 | 521 |
| E265 | 36 | 249 |
| TRV263 | 15 | 28 |
| U262 | 24 | 46 |
| R264 | 2 | 6 |
| BR262 | 1 | 9 |
| BR263 | 3 | 14 |
| BR265 | 1 | 18 |
| RH264 | 10 | 40 |



Population Density Definitions

| |
|--|
| Metropolitan |
| An area with a population density of 3,000 or more people per square mile. <i>15%</i> |
| Urban |
| An area with a population density of 2,000-2,999 people per square mile. <i>8%</i> |
| Suburban |
| An area with a population density of 1,000-1,999 people per square mile. <i>10%</i> |
| Rural |
| An area with a population density of 0-1,000 people per square mile. <i>67%</i> |

Superstition Fire & Medical District December 2014 - Operational Report

Community Services & Activities

| Description | Dec 2014 | Fiscal YTD |
|--------------------------------------|----------|------------|
| Blood Pressure Check Events | 12 | 63 |
| Car Seats Installed/Placed | 3 | 47 |
| CCR Demonstrations | 1 | 4 |
| CCR Demo Students | 15 | 60 |
| Community Events/Festivals | 9 | 39 |
| Community PSAs Produced | 1 | 2 |
| CPR & 1st Aid Classes | 0 | 7 |
| CPR & 1st Aid Students | 0 | 45 |
| CPR & AED Classes | 0 | 8 |
| CPR & AED Students | 0 | 51 |
| Fire Investigations | 2 | 14 |
| Fire Station Tours | 1 | 5 |
| Inspections - Business | 5 | 45 |
| Inspections - Specialty/Complaint | 4 | 41 |
| Juvenile Fire Setter Program | 0 | 2 |
| Neighborhood Canvass - Post-Drowning | 0 | 5 |
| Neighborhood Canvass - Post-Fire | 1 | 5 |
| Plan Reviews | 11 | 71 |
| Safety Classes - Fire & Water | 0 | 11 |
| School - Fire Drills | 0 | 10 |
| School - Pub Ed Classes | 2 | 16 |
| Smoke Alarms Placed | 30 | 179 |

Injury Report

| | Dec 2014 | Fiscal YTD |
|-----------|----------|------------|
| Injuries | 2 | 11 |
| Exposures | 0 | 9 |
| Sharps | 0 | 2 |

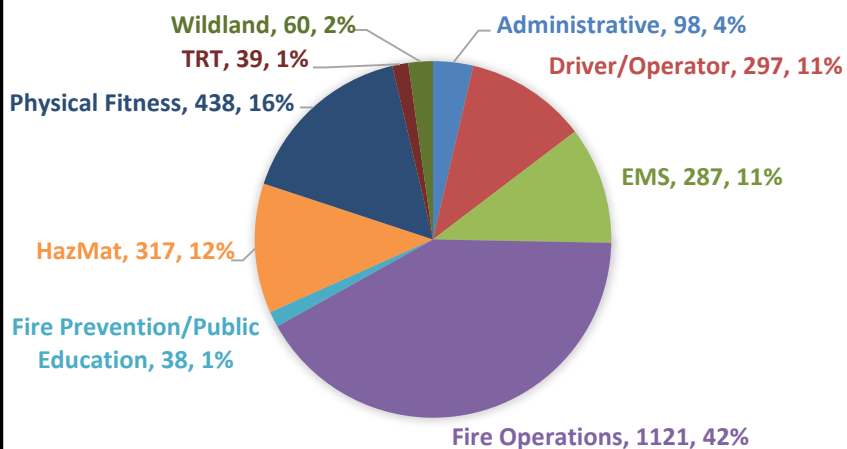


*2014 Hose Testing at the
SFMD Regional Training Center*



*SFMD Firefighter Recruits continue their
training at the 2014-2 Academy.*

Training Hours Categories



*Chief Bourgeois swearing in new Board
Member Gene Gehrt and re-elected
Board Member Todd House*

Appendix A

a) Board Meeting Minutes from December 17, 2014.

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 December 17, 2014 board minutes.

Enclosure(s):

December 17, 2014 Board Meeting Minutes



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



Governing Board Meeting Minutes December 17, 2014

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, DECEMBER 17, 2014. 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. Board Member Todd House called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Board Member Todd House.
- C. Roll Call showed Board Member Todd House, Board Member Gene Gehrt, Board Member Barbara Cobb, Board Member Charlie Fox and Board Member Jeff Cross as present.

Senior Leadership in attendance: Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Finance Manager Roger Wood, Legal Counsel Donna Aversa, and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

Fire Chief Paul Bourgeois conferenced telephonically.

Item 1: *Discussion and possible action regarding the election of Superstition Fire & Medical District Governing Board Officers: Board Chairperson and Board Clerk. (BOD #2014-12-01)*

Motion by Board Member House to elect Board Member Jeff Cross to serve as Board Chairperson of the Superstition Fire & Medical District Governing Board for a two-year term, December 2014 through November 2016. Seconded by Board Member Cobb.

Vote 5 ayes, 0 nays. Motion passed.

Motion by Chairman Cross to elect Board Member Gene Gehrt to serve as Board Clerk of the Superstition Fire & Medical District Governing Board for a two-year term, December 2014 through November 2016. Seconded by Board Member Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Review and approval of the November 2014 financial reports and bank reconciliations. (BOD #2014-12-02)*

Motion by Director House to approve the November 2014 financial reports and bank reconciliations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 3: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2014-12-03)*

Chairman Cross read the list of the following December Service Anniversaries

| | |
|---|----------|
| Fire Captain Jack Hafer | 23 Years |
| Deputy Fire Marshal / Paramedic John Suniga | 22 Years |
| Fire Captain / Paramedic Doug Taylor | 22 Years |
| Fire Mechanic George Nasello | 2 Years |

Item 4: *Call to the Public. (BOD #2014-12-n/a)*
None

Item 5: *Consideration and possible approval of all consent agenda items listed below:
(BOD #2014-12-04)*

- a) *Board Meeting Minutes from November 19, 2014*
- b) *Executive Session Board Meeting Minutes from November 19, 2014*
- c) *Amendment to Administrative Direction Agreement – Medical Director*
- d) *Amendment to EMS Base Station Hospital Contract*

Clerk Gehrt asked to remove items a) and b) from the consent agenda for approval.

Motion by Director House to approve the consent agenda items c) and d) for December 17, 2014.
Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Motion by Director House to approve consent agenda items a) and b) for December 17, 2014.
Seconded by Director Fox.

Vote 4 ayes, 0 nays. Motion passed. (Clerk Gehrt recused himself from vote)

Item 6: *Discussion and possible approval of changes to signature authority regarding the District's Wells Fargo Bank Payroll Clearing and Electronic Payment bank accounts and adoption of Resolution 2014-09, naming authorized persons to sign fire district warrants for fiscal year 2014/2015. (BOD #2014-12-05)*

Finance Manager Roger Wood discussed the changes that need to occur on the Wells Fargo bank accounts.

- Addition of Gene Gehrt
- Removal of Linda Shank
- Addition of Roger Wood (for emergency check signing only)

Motion by Director Cobb to approve the addition of Gene Gehrt and Roger Wood, and the removal of Linda Shank as authorized signatories on the District's Wells Fargo bank accounts and to adopt Resolution 2014-09, naming authorized persons to sign fire district warrants for fiscal year 2014/2015. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Discussion and possible approval of Pinal County Line of Credit – Letter of Declaration. (BOD #2014-12-06)*

Finance Manager Roger Wood introduced to the board the Line of Credit – Letter of Declaration. He explained that districts that will be issuing less than \$10 million in tax exempt debt during the calendar year are required by Pinal County's servicing bank to submit the letter. If the letter is not returned or a district will be issuing more than \$10 million in tax exempt debt, it will be charged at a higher rate of interest when borrowing against the line of credit.

Motion by Director House to approve the Pinal County Line of Credit Letter of Declaration.
Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 8: *Discussion and possible action regarding conflict of interest or potential conflict of interest of Governing Board Members. (BOD# 2014-12-07)*

Legal Counsel Donna Avers explained to the board in accordance with ARS §38-503 and in conjunction with Governing By-Laws, the disclosure form should be completed each December as a *house-keeping* item. The disclosure forms will be kept for public inspection in a special file per ARS §38-509.

Clerk Gehrt, Director Cobb, and Director Fox had nothing to disclose.

Director House disclosed that he is the Pinal County Supervisor for District 5.

Chairman Cross disclosed that he is employed with Mesa Fire & Medical Department and he is the co-founder / co-owner of White Helmet Technology.

Item 9: *Discussion and possible action regarding the approval and adoption of a planning calendar and process for the Fiscal Year 2015/2016 Revenue and Expenditure Budget. (BOD# 2014-12-08)*

Finance Manager Roger Wood explained the proposed calendar for next fiscal year provides an outline for staff to follow for planning purposes. He pointed out important meetings dates:

- February 18, 2015 the board will review the preliminary property tax abstracts from Pinal County and the preliminary Revenue Budget will be presented.
- March 18, 2015 staff will present the summary base expenditure estimates, the summary of program funding proposals, labor proposals, and annual CFAI Standards of Coverage.
- April 15, 2015 the preliminary detailed line-item budget will be presented and Staff will ask the board to set the Planning Tax Rate.
- May 20, 2015 Tentative Budget Adoption
- June 17, 2015 Public Comment
- July 8, 2015 Public Hearing and Adoption of the FY 2015/2016 Budget.

Motion by Director House to adopt the Fiscal Year 2015/2016 Budget Planning Calendar as presented, and to schedule the July Governing Board Meeting for Wednesday, July 8, 2015 at 5:30 pm. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 10: *Approval of the disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board meetings and Local Pension Board Meetings for 2015. (BOD# 2014-12-09)*

Legal Counsel Donna Aversa stated this is a *house-keeping* item in accordance with ARS §38-431.02(A)(3) the district is required to execute a disclosure statement identifying locations where the district will post notices of its public meetings; including the governing board and local pension board meetings. In addition to the locations, the district will continue to post the notices on our website as well. The statement also includes the 2015 SFMD regularly scheduled board meeting dates and times.

Motion by Director Cobb to approve filing the disclosure statement with board meeting dates and times for 2015 with the Pinal County Board of Supervisors and for posting meeting notices and agendas on the district website. Seconded by both Director Fox & Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 11: *Discussion and possible action regarding transferring funds for January 1, 2015 Debt Service Interest Payment. (BOD# 2014-12-10)*

Finance Manager Roger Wood stated the district has a debt service interest payment of \$174,688.75 due on January 1, 2015 to US Bank.

Motion by Director House to authorize payment by executing the letter of direction to Pinal County Treasurer's Office to wire transfer funds for the GADA debt service payment on December 31, 2014 due to US Bank on January 1, 2015. Seconded by Director Cobb.

Vote 5 ayes, 0 nays. Motion passed.

Item 12: *Discussion and possible approval of a Memorandum of Understanding (MOU) with Rural Metro and SFMD regarding the CoN application process. (BOD #2014-12-11)*

Firefighter/Paramedic Dave Pohlmann went over the MOU that is now complete, signed by Rural Metro, and ready for the board's approval and signatures. Director House asked if this passed through our legal. Legal Counsel Donna Aversa assured the board the MOU was ready for the board's signature. Chief Bourgeois expressed how important this MOU is to our district and our community. The CoN process is one step closer to providing better service for our citizens.

Motion by Director House to approve the Memorandum of Understanding with Rural Metro in regards to support of Superstition Fire & Medical District's pursuit of a Certificate of Necessity for ground ambulance transport. The agreement shall remain in effect for a 24 month period and may be extended. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 13: *Discussion and overview of the status of the CMS grant and the CoN application process. (BOD# 2014-12-12)*

Firefighter/Paramedic Dave Pohlmann briefly summarized the progress on the CMS grant, we are on target to go live on January 19, 2015. Our CCU Captains are currently training with Mesa Fire & Medical Department and will receive the equipment in January.

He went on to say that the CoN application has passed the administration phase of the application process. The next step is the financial review, which is expected to go through without fault. Director House asked if AMR going through the CoN application process was going to be a problem. Firefighter Pohlmann stated that AMR application is for Maricopa County only. When our CoN hearing is scheduled Rural Metro is the only department that could contest it, however, with the approved MOU they have agreed not to contest our application.

Item 14: *Discussion and response from the fire chief regarding his performance evaluation. (BOD# 2014-12-13)*

Assistant Chief Dave Montgomery read a letter to the board penned by Chief Bourgeois regarding his recent evaluation. The letter acknowledged the receipt of his most recent performance evaluation and his gratitude for the high marks and kind comments the board brought forth. He also expressed his appreciation for the entire senior leadership team and membership that have supported the vision in becoming the premier fire district in Arizona. He truly feels it is a team effort and his time at the SFMD has been the highlight of his career.

Item 15: *Discussion and presentation of the ISO Public Protection Classification Program (PPC). (BOD# 2014-12-14)*

Assistant Chief Mike Farber gave a brief history of the ISO PPC and how it relates to the modern fire service. The presentation covered the areas of the fire district, what ISO evaluates, and how they determine a Public Protection Classification score for the district. He also covered how receiving a lower score will help with home owners home insurance pricing.

Chairman Cross asked if there is a plan to expand hydrants in the areas that are lacking, Chief Farber explained that the water companies are making plans to expand the hydrant system. Chief Montgomery added that this requires system upgrades for the water companies which may be dependent on rate changes.

Director House asked if bringing the score down to a 1 or 2 would be for the entire district. Chief Farber briefly explained the outer areas of the district would be considered a 1y or 2y, however, our water shuttle system with our water tenders would assist our district to obtain a low score.

Item 16: *Chief's Report (BOD# 2014-12-15)*

- AFDA Conference January 15th – 17th 2015 – reminder that registration needs to be turned ASAP.
- Chief Bourgeois CFO Designation – this designation has only been bestowed on 1000 fire professionals throughout the world.
- Notable Events
 - SFMD hosted the Citizen Leadership Institute for the City of Apache Junction on December 3rd at our Regional Training Center.
 - Crews and Fire Prevention handed out and installed Smoke Alarms (provided by a grant we received) November 22nd and November 23rd
 - 108 homes were visited
 - 65 smoke alarms were installed
 - 15 batteries installed
 - 31 homes were in the high risk fire area

Item 17: *Announcements (BOD# 2014-12-n/a)*

Director House thanked the fire district for their donations, he stated that almost 5,000 diapers and supplies were donated during the Pinal County Diaper Drive.

Item 18: *Adjourn (BOD# 2014-12-16)*

Motion by Director House at 6:32 p.m. to adjourn the meeting. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) ImageTrend Elite Product Upgrade Software Licensing Agreement – Amendment

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

The fire district currently utilizes ImageTrend as our records management system (RMS) for both fire and EMS records. Recently, the National EMS Information System (NEMSIS) has created a new national database that will contain data from local and state agencies from across the nation. This database is the new platform EMS patient care reports are written, and otherwise known as NEMSIS III.

To stay current with technology and the added features it offers moving to the ImageTrend Elite Platform is in our best interest. Not only is the software improved, but it will also allow us to drop fields into the MFMD data warehouse because they are utilizing the Zoi product which is NEMSIS III. This will be necessary during the CMS grant performance period.

Additionally, rather than maintaining a server at the Phoenix NAP it is recommended that we move to cloud hosted services. By moving to cloud hosted we will not have to purchase another server, a larger cabinet at the Phoenix NAP, or schedule software updates as they will be pushed out automatically.

Financial Impact/Budget Line Item:

100-40-62105-41 / Annual cost increase is \$9,400 for cloud hosting services.

Staff Recommendation:

Staff recommends approval for the purchase of the ImageTrend Elite Product Upgrade Software Licensing Agreement Amendment.

Enclosure(s):

ImageTrend Elite Product Upgrade Software Licensing Agreement Amendment

Contract #: 187

Amendment: 003

IMAGETREND ELITE PRODUCT UPGRADE SOFTWARE LICENSING AGREEMENT AMENDMENT

CONTRACT No.: 1870

AMENDMENT: 003

BETWEEN

**SUPERSTITION FIRE DISTRICT
565 N. IDAHO RD.
APACHE JUNCTION, AZ 85119**

AND

**IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044**



OVERVIEW

ImageTrend is excited to release its new product platform, ImageTrend Elite. This platform will support the NEMESIS version 3 standard.

As part of this release to the new product platform, ImageTrend has renamed its product offerings as detailed below.

| Existing Product Name | New Product Name |
|-------------------------|-------------------------|
| Rescue Bridge | ImageTrend Elite Rescue |
| Field Bridge | ImageTrend Elite Field |
| Mobile Fire Inspections | Inspections Module |

The recurring fees that each Client pays today will continue forward, however they will be established under the new product names.

ELITE PRODUCT UPGRADE AGREEMENT

PERPETUAL USE LICENSE, CLIENT HOSTED SOLUTION

This AGREEMENT (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: **IMAGETREND, INC.**, a Minnesota corporation (hereinafter "IMAGETREND")

AND: **Superstition Fire District** (formerly Apache Junction Fire District and hereinafter "CLIENT").

The CLIENT and IMAGETREND mutually agree to the following changes to the original Contract between Superstition Fire District and ImageTrend, Inc. for Software Licensing Agreement.

1. The purpose of this Amendment is for CLIENT to upgrade to ImageTrend's Elite Platform, move to ImageTrend's hosting environment and receive the product(s) and module(s) as outlined in Exhibit B Pricing Agreement below.
2. This Amendment also includes updates and/or additions to the original Agreement as detailed in Exhibit A - Amended Language to Original Contract, Exhibit C – ImageTrend Elite Upgrade Transition Process and Exhibit D – Service Level Agreement..
3. The Amendment does not change any previously-agreed-to ending date for the original Contract itself.
4. All other terms and conditions remain the same.
5. Product functionality has been reviewed and no customization is anticipated. Out of Scope customization is \$125.00/hour and performed only under mutually agreed upon Statement of Work.
6. *IMAGETREND strongly advises against live data entry by CLIENT until your ImageTrend Representative authorizes you to do so.*

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"

"IMAGETREND"

By: _____

By: _____

Name: _____

Name: Michael J. McBrady

Title: _____

Title: President

Dated: _____

Dated: _____

EXHIBIT A – AMENDED LANGUAGE TO ORIGINAL CONTRACT

REVISIONS TO ORIGINAL CONTRACT

SECTION 1. DEFINITIONS.

“**ImageTrend Elite Reporting Tools**“ means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“**ImageTrend Elite Data Marts**” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, including reasonable attorney's fees arising out of:

- (i) any personal injuries, property damage, or death that IMAGETREND may sustain while using CLIENT's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat IMAGETREND, including its agents, employees and subcontractors; or
- (iii) any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this Agreement,

but not including consequential or diminution of value damages.

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this Agreement.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY,

EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

ADDITIONS TO ORIGINAL CONTRACT

SECTION 24. SOFTWARE ABSTRACT.

- A. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database.

- B. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by ImageTrend for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 25. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

EXHIBIT B – PRICING AGREEMENT

Each client will get an included number of Project Management hours as identified below. Any additional hours may be purchased at the rates listed below.

IMAGETREND will utilize a multi-faceted implementation process to best fit the needs of the CLIENT and availability of system functionality. This process will include one-on-one phone/virtual correspondences with implementation staff, live webinar trainings and supplemental educational curriculum such as training documents, quick guides and pre-recorded trainings.

RECURRING FEES PRICING AGREEMENT

| Description | Units | Price | Extended |
|---|----------|-----------------|-----------------|
| Elite Rescue | | | |
| ImageTrend Elite Rescue Upgrade | 1 | Included | Included |
| ImageTrend Elite Rescue Upgrade Implementation Package | 1 | Included | Included |
| <i>1-10,000 annual EMS runs: Project Management hours include 4 hours with an Implementation staff member</i> | 1 | Included | Included |
| Move to ImageTrend Hosting | 1 | Included | Included |
| ImageTrend Elite Rescue Annual Support Fee (previously known as Rescue Bridge. Also includes Auto-Post Annual Support - invoiced annually in June of each year as contracted) | 1 | \$3,600.00 | \$3,600.00 |
| ImageTrend Elite Rescue Annual Hosting Fee (previously known as Rescue Bridge. To be invoiced annually in June of each year as contracted) | 1 | \$5,000.00 | \$5,000.00 |
| ImageTrend Elite Field Upgrade | 1 | Included | Included |
| ImageTrend Elite Field Annual Support Fee (previously known as Field Bridge – provided by State as contracted in State contract) | 1 | Included | included |
| Other Previously Contracted Annual Support | | | |
| Inspections Module Annual Support and Hosting Fee (<i>Web-based and Mobile - when available</i>) (previously known as Mobile Fire Inspections - invoiced annually in June of each year as contracted) | 1 | \$3,000.00 | \$3,000.00 |
| CAD Integration: Intergraph Annual Support and Hosting Fee (Also includes Auto-CAD and Automatic Transfer Notifications. Invoiced annually in June of each year as contracted) | 1 | \$2,500.00 | \$2,500.00 |
| Telestaff Integration Annual Support and Hosting Fee (invoiced annually in June of each year as contracted) | 1 | \$2,500.00 | \$2,500.00 |
| Scheduler Annual Support Fee (invoiced annually in June of each year as contracted) | 1 | \$800.00 | \$800.00 |
| Visual Informatics: EMS Cube Annual Support and Hosting Fee (invoiced annually in June of each year as contracted) | 1 | \$3,000.00 | \$3,000.00 |
| Visual Informatics: Fire Cube Annual Support and Hosting Fee (invoiced annually in June of each year as contracted) | 1 | \$2,100.00 | \$2,100.00 |
| MARS (Mapping) Annual Transaction Fee (invoiced annually in June of each year as contracted) | 1 | \$1,600.00 | \$1,600.00 |
| ImageTrend Hospital Hub Upgrade | 1 | Included | Included |
| Hospital Hub Setup and Access (previously known as Hospital Dashboard) | 1 | Included | included |
| ImageTrend Hospital Hub Annual Support and Hosting Fee (previously known as Hospital Dashboard – invoiced annually in | 1 | \$1,500.00 | \$1,500.00 |

| | | | |
|---|---|----------|----------|
| June of each year as contracted) | | | |
| Investigations Module Annual Support (invoiced annually in June of each year as contracted) | 1 | \$200.00 | \$200.00 |

| Initial | Description | Units | Price | Extended |
|---------|--|-------|-------|----------|
| | Additional Items | | | |
| | Project Management hours - block of 2 hours (Billed at IMAGETREND's standard rate of \$125.00/hour) | | | |
| | Onsite Training Sessions (Billed at IMAGETREND's standard rate of \$1,000/day, 1 Trainer) | | | |
| | Onsite Training Travel per Trainer (Billed at IMAGETREND's standard rate of \$1,500/day, 1 Trainer) | | | |
| | Custom Development requires separate Statement of Work – (Billed at IMAGETREND's standard rate of \$125.00/hour) | | | |

*The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to IMAGETREND.

Payment Terms:

- a. Payment Terms are net 30 days and based upon the existing invoice arrangement.
- b. The recurring Annual Fees will be billed annually in advance.

Pricing escalation factors:

1. Adjustments to Prices. IMAGETREND will perform price adjustment(s), in whole or in part.
2. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3 from Amendment signature. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
3. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
4. All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/Mb/month for Bandwidth and \$15/10GB/month for Storage.
5. At least 120 days prior to the end of each contracted term IMAGETREND will establish and communicate to CLIENT any of the anticipated increases allowed above.

EXHIBIT C – IMAGETREND ELITE UPGRADE TRANSITION PROCESS

This document outlines the Elite Upgrade Transition Process for IMAGETREND and the CLIENT.

INCLUDED IMPLEMENTATION SERVICES

The scope of this migration is to provide a seamless multi-faceted experience for the CLIENT. The CLIENT will receive all necessary documentation to support both the migration process with respective timelines and educational materials. This project is dependent on active collaboration and clear communications between both CLIENT and IMAGETREND.

Implementation Services include:

- a) IMAGETREND will collaborate with the CLIENT to facilitate an effective implementation process including system usage, data migration, and training. A gap analysis will be conducted between CLIENT's existing NEMSIS v2.2.1 database and IMAGETREND's Elite development roadmap to best assess feasibility of migration, timeline expectations, risk management and fostering transparency of communication between IMAGETREND and the CLIENT.
- b) IMAGETREND will utilize a multi-faceted implementation process to best fit the needs of the CLIENT and availability of system functionality. This process will include one-on-one phone/virtual correspondences with implementation staff, live webinar trainings and supplemental educational curriculum such as training documents, quick guides and pre-recorded trainings.
- c) IMAGETREND will provide migration of select demographic and resource data from NEMSIS v2.2.1 to the NEMSIS v3 product platform.
- d) IMAGETREND will provide reporting capabilities for NEMSIS v2.2.1 and NEMSIS v3, including canned reports that will be available for NEMSIS v3
- e) Any existing Ad Hoc Reports will need to be recreated by the CLIENT for NEMSIS v3.
- f) Standard integrations which have annual support fees will be covered under the support agreement. IMAGETREND will work with the CLIENT to determine the schedule and timeline of each integration.
- g) Any additional training for the Elite upgrade can be contracted separately.

ADDITIONAL IMPLEMENTATION SERVICES TO BE PERFORMED BY CLIENT

IMAGETREND will provide migration of select demographic and resource data from NEMSIS v2.2.1 to the NEMSIS v3 product platform. The following list provides a sample of key set up items needed to be performed by the CLIENT:

- Run Form templates
- Data Element Manager
- Data Element mappings (i.e. billing integrations)
- Validation Rules
- PDF Reports
- Power Tools
- Report Writer – Adhoc Reports
- Active Protocols
- Auto-Narrative
- CMS Billing Calculation Rules
- Medications/Procedures By Certification Level

PROJECT COMPLETION

The Elite Upgrade Transition Process is considered complete once CLIENT is collecting live NEMSIS v3 data and IMAGETREND provides the Acceptance Form for CLIENT signature. Upon completion, the CLIENT will be transferred to IMAGETREND's Support Team for any additional needs and will receive communications of newly released functionalities as they are available.

EXHIBIT D – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

This agreement exists for the purpose of creating an understanding between ImageTrend and CLIENT who elect to host the application on ImageTrend's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed ImageTrend Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

1. Hosting at the ImageTrend's Datacenter

ImageTrend's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

Hardware

ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2012
 - Microsoft Windows Server 2008R2
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The ImageTrend hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Data Integrity

ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

2. Application and Hosting Support

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support

Email: support@imgatrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

ImageTrend's support team is available to clients during ImageTrend's normal business hours (7:00 a.m. to 6:00 p.m. Central Standard Time, Monday through Friday, excluding holidays). Non-emergency support requests made after business hours will be addressed the next business day.

Online Support

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should clients wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

| Severity Level | Examples of each Severity Level: | Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error | Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement of an error. |
|-----------------------|---|--|--|
| High/Site Down | <ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted | Within one (1) hour of initial notification during business hours or via support.imagetrend.com | Six hours |
| Medium | <ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords | Within four (4) hours of initial notification | 24 Business hours |
| Low | <ul style="list-style-type: none"> - System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon. | Same day or next business day of initial notification | Future Release |

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend’s standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client’s responsibility to accept all offered updates and upgrades to the system. If the Client does not accept these, Client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend’s implementation staff or the client’s administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an

answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

Appendix C

b) Contract with Arizona Renaissance Limited Partners for Fire and Medical Services

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

The SFMD (formerly AJFD) has provided contract EMS coverage for the Renaissance Festival since 1997. The proposed contract, already approved by Arizona Renaissance Partners, covers both Medical (during the festival) and Fire Services (year round), the contract runs from January 21, 2015 through December 31, 2016.

The terms of the contract that are new from previous years are as follows:

- Year-Round Fire Protection (fee schedule included)
- The “hold-over” rate for a paramedic has increased to \$128.71 (to reflect the wage adjustment this fiscal year)
- “High Volume Demands” has been added to allow for additional crew(s) to be dispatched to the Festival. This would be during peak hours or when patients need advanced care. The hourly rate of \$259.09 (which includes a crew and apparatus) will be billed, anything over an hour will be billed in 15 minute increments.
- The Yearly Fee has increased from \$22,083 in 2013 and 2014 to \$26,405.40 in both 2015 and 2016. This is a 19.57% increase, which reflects wage adjustments, cost of equipment and disposables, and use of a vehicle for crew transportation to and from the festival each day.
- Code Enforcement language has been added to protect both parties, Renaissance properties fall under the authority of Pinal County Department of Building and Safety.

The terms of this contract are fair to both the Arizona Renaissance Limited Partners and our tax payers. The fees associated with the contract captures costs associated with providing medical and fire services for the health, safety, and welfare of our community. The fees are strictly to recoup costs, not for a large profit.

Financial Impact/Budget Line Item:

Expenditure Account:

100-40-52800-10 / EMS Contracts (Overtime)

Revenue Account(s):

100-10-42075-41 / EMS Contracts

100-10-42078-40 / Fire Contracts

Staff Recommendation:

Staff recommends approval of the Arizona Renaissance Limited Partners Contract for Fire and Medical Services.

Enclosure(s):

Contract with Arizona Renaissance Limited Partners



Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

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

www.afjire.org



CONTRACT FOR FIRE AND MEDICAL SERVICES

THIS AGREEMENT ("Agreement") is entered and made effective as of the 9th day of January, 2015, by and between the **SUPERSTITION FIRE & MEDICAL DISTRICT** ("FIRE DISTRICT"), a political subdivision of the State of Arizona, and **ARIZONA RENAISSANCE LIMITED PARTNERS**, hereinafter "**RENAISSANCE LIMITED.**"

RECITALS

1. The **FIRE DISTRICT** is a political subdivision of the State of Arizona, charged with the responsibility of providing fire protection and emergency medical services within its boundaries; and,
2. The **FIRE DISTRICT** possesses fire fighting and emergency medical equipment and has trained personnel to provide firefighting and emergency medical services; and,
3. The **FIRE DISTRICT** provides both Basic Life Support and Advanced Life Support, emergency medical services (E.M.S.); and,
4. **RENAISSANCE LIMITED** owns certain property located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 (the "RENAISSANCE PROPERTY"), which is located outside the jurisdictional boundaries of the **FIRE DISTRICT** where **RENAISSANCE LIMITED** operates a RENAISSANCE FESTIVAL on certain dates annually each February and March; and
5. **RENAISSANCE LIMITED** is not located within the jurisdictional boundaries of any city, town or fire district, and has no fire protection or emergency medical services at this time; and,
6. **RENAISSANCE LIMITED** is familiar with the fire suppression and EMS services provided by the **FIRE DISTRICT** and has contracted with the **FIRE DISTRICT** for EMS services for the duration of the RENAISSANCE FESTIVAL over the course of several years; and,
7. **RENAISSANCE LIMITED** desires a contract with the **FIRE DISTRICT** for:
 - A. RENAISSANCE FESTIVAL SERVICES: Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2015 and 2016. Dates and times for year 2015 are identified in **section I. 2. A through D**. Dates and times for year 2016 are yet to be determined but must equate to the same total number of days and hours of operation as the year 2015 to avoid additional charges.
 - B. YEAR-ROUND FIRE SUPPRESSION SERVICES: Fire Suppression services at the RENAISSANCE PROPERTY for the period of January 21, 2015 through December 31, 2016. Services under this subparagraph B are separate from the services described in subparagraph A above.

8. The **FIRE DISTRICT** desires to contract with **RENAISSANCE LIMITED** to provide Fire Suppression and Emergency Medical services upon the terms and conditions as set forth in the Agreement.
9. **RENAISSANCE LIMITED** and the **FIRE DISTRICT** each acknowledge that this contract excludes ambulance transport services.

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

I. EMERGENCY MEDICAL SERVICES during RENAISSANCE FESTIVAL

1. The **FIRE DISTRICT** will provide on site emergency medical services to the property of **RENAISSANCE LIMITED**, located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118.
2. For the purposes of this contract **On Site** emergency medical services is defined as follows:
 - A. One state certified emergency paramedic on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) each contract day, February 7, 8, 14, 15, 16, 21, 22, and 28. March 1, 7, 8, 14, 15, 21, 22, 28, 29 excepting "School Days" March 3 and March 5, 2015. (See: I. 2. C).
 - B. One state certified emergency medical technician on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) hours each contract day, February 7, 8, 14, 15, 16, 21, 22, and 28. March 1, 7, 8, 14, 15, 21, 22, 28, 29 excepting "School Days" March 3 and March 5, 2015. (See: I. 2. D).
 - C. One state certified emergency paramedic on site from 08:30 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days" March 3 and March 5, 2015.
 - D. One state certified emergency medical technician on site from 0830 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days" March 3 and March 5, 2015.
 - E. All emergency medical equipment required by the State of Arizona in order to allow personnel to function as Advanced Life Support providers.
 - F. Radio communications, equipment consisting of two VHF hand held portable radios capable of transmitting and receiving on designated **FIRE DISTRICT** frequencies.
 - G. One motorized cart type vehicle capable of transporting personnel, equipment and a patient throughout **RENAISSANCE LIMITED** properties.
 - H. Certificates of Insurance for Professional Health Care, Good Samaritan Liability coverage and statutory Worker's Compensation for the State of Arizona.
 - I. Copies of Daily Report Log for all activity conducted by **FIRE DISTRICT** personnel while on site. The Daily Report Log contains the Date, general Complaint and Aid rendered to each person treated.
 - J. On site supervision and management of emergency medical service personnel as the **FIRE DISTRICT** deems required fulfilling its contractual obligations.
 - K. When **FIRE DISTRICT** employees are directed to remain on site beyond the contractual hours, an hourly rate of \$128.71 will be paid to the **FIRE DISTRICT**, and will be billed in fifteen minute increments.

- L. High Volume Demands: High Volume Demands are defined as; Two (2) or more patients simultaneously requiring advanced life support care. When a High Volume of Incidents strain the Paramedic providers ability to provide adequate care for all patients in his/her charge the **FIRE DISTRICT** may request the response of a *Fire and Medical* crew for support.

The **Fire and Medical** crew (*One of the Fire District's On-Duty crew's with additional paramedic providers*) will assist with patient care until such time that "High Volume Demands" have been transported to a hospital or have refused further treatments. When a Fire and Medical crew is utilized a rate of \$258.09 per hour will be paid to the **FIRE DISTRICT**. This cost includes the crew and the apparatus, and will be billed in 15 minute increments.

II. ON SITE FACILITIES

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

III. YEAR-ROUND FIRE SUPPRESSION

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

IV. PAYMENT - EMS

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

- A) **RENAISSANCE LIMITED** agrees to pay: Twenty Six Thousand, Four Hundred and Five Dollars, and Forty Cents (\$26,405.40) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2015. Payments will be provided in three (3) installments of \$8,801.80 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2015.
- B) **RENAISSANCE LIMITED** agrees to pay: Twenty Six Thousand, Four Hundred and Five Dollars, and Forty Cents (\$26,405.40) for Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival the year 2016. Payments will be provided in three (3) installments of \$8,801.80 which shall be received at the **FIRE DISTRICT** offices on or before February 1, March 1 and April 1, 2016.

- C) Any additional charges, as per **section I. 2. K. and I. 2. L.** will be billed to **RENAISSANCE LIMITED** within sixty days of the occurrence and are due and payable within 30 days of receipt at the **FIRE DISTRICT** offices.

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

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

- D) Fire Suppression Services for **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 for the period of January 21, 2015 through December 31, 2016. **Excluded is Medical Services provided on site at the Renaissance Festival for the dates and times identified in section I. 2. A through D** for year 2015 and 2016. **RENAISSANCE LIMITED** agrees to pay: A Crew Rate of One Hundred and Eighty Nine Dollars (\$189.00) per crew, per hour (billed in fifteen minute increments) for incidents on Renaissance Property when the **FIRE DISTRICT** is summoned. An additional Apparatus Rate will be billed per hour (billed in fifteen minute increments) for the apparatus assigned to each crew. The billable Apparatus Rate is based on apparatus type as per **Schedule A** below.

Schedule A: Apparatus Rate by type

- Fire Engine: \$139.00 per hour
- Ladder Truck: \$159.00 per hour
- Water Tender: \$125.00 per hour
- Brush Truck: \$ 85.00 per hour
- Command Vehicle: \$ 65.00 per hour
- Utility Truck: \$ 85.00 per hour
- Rehab Truck: \$ 75.00 per hour

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

VI. **CODE ENFORCEMENT**

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

VII. **INDEMNIFICATION**

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

VIII. **CANCELLATION**

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

IX. **NOTICES**

- ❖ Notices to the **FIRE DISTRICT** will be delivered to:
SUPERSTITION FIRE & MEDICAL DISTRICT
Attn: Fire Chief
565 North Idaho Road
Apache Junction, Arizona 85119
- ❖ Notices to **RENAISSANCE LIMITED** will be delivered to:
RENAISSANCE LIMITED
Attn: Jeff Siegel
12601 E. Highway 60
Gold Canyon, Arizona 85118
- ❖ Notices to **RENAISSANCE LIMITED** will be delivered to:
RENAISSANCE LIMITED
12601 E. Highway 60
Gold Canyon, Arizona 85118

X. **INTEGRATION**

THIS INSTRUMENT contains the entire agreement between the parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

XI. **CHOICE OF LAW**

THE PARTIES HEREBY AGREE that the laws of the state of Arizona shall be applied to any provisions under this Contract and venue will be in Pinal County.

XII. **INSPECTION**

RENAISSANCE LIMITED will provide the **FIRE DISTRICT** with reasonable access to the premises for inspection or drills.

XIII. **EMERGENCIES**

RENAISSANCE LIMITED authorizes the **FIRE DISTRICT** to take all measures it deems necessary to treat any medical emergency to which the **FIRE DISTRICT** may respond, and agrees to comply with the **FIRE DISTRICT'S** directions during any such emergency.

XIV. **EFFECTIVE DATE**

THIS CONTRACT shall be effective from January 21, 2015, to December 31, 2016.

XV. **INDEPENDENT CONTRACTOR**

RENAISSANCE LIMITED acknowledges: that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it as well as any persons or agents as it may employ are not employees of the **FIRE DISTRICT**; and that neither this agreement, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

XIV. **LIMITATION OF BENEFICIARIES.** This Agreement shall not operate to make any person or entity not a party hereto a beneficiary hereof.

XVI. **INSURANCE. RENAISSANCE LIMITED** shall provide and maintain and/or cause its subcontractors to provide and maintain reasonable and appropriate insurance. In no event shall the total coverage provided by **RENAISSANCE LIMITED** be less than the minimum insurance coverage specified in, and in accord with, the following:

1. Comprehensive general liability insurance written on an occurrence basis with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence.
2. Automobile liability insurance written on an occurrence basis with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to vehicles (whether owned, hired or non-owned) assigned to or utilized hereunder.
3. Professional errors and omissions liability insurance is not required
4. Worker's compensation coverage, in at least the minimum statutory amounts.
5. Prior to **FIRE DISTRICT** commencing any act in performance of this agreement, **RENAISSANCE LIMITED** shall furnish, to the **FIRE DISTRICT**, certificates of insurance evidencing the foregoing coverage.

XVII. **TERMINATION OF AGREEMENT**

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

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

ARIZONA RENAISSANCE LIMITED PARTNERS, an Arizona Limited Partnership,

By: 
Jeff Siegel, General Partner

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

By: _____
Chairman of the Fire Board

ATTEST:

Clerk of the Fire Board