Superstition Fire and Medical District

Board of Directors

October 15, 2014

Mr. Todd House, Board Chairman
Mrs. Linda Shank, Board Clerk
Mr. Jeff Cross, Board Director
Ms. Barbara Cobb, Board Director
Mr. Charlie Fox, Board Director
Superstition Fire and 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 and Medical District Governing Board will hold a meeting on Wednesday, October 15, 2014. The meeting will be held at the Superstition Fire and 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 September 2014 financial reports and bank reconciliations. (BOD #2014-10-01)
2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2014-10-02)
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 #2014-10-03)
   a) Board Meeting Minutes from September 17, 2014.
   b) Revised IGA between the SFMD and the town of Florence relating to Fleet Maintenance on Florence Fire Department apparatus.
   c) IGA between SFMD and MFMD relating to CMS Healthcare Innovation grant award (will be provided at the Board Meeting).
   d) IGA between SFMD and other Automatic Aid partners relating to the Automatic Aid Agreement.
   e) Agreement and purchase of FireView Dashboard software with the Omega Group.
5. Presentation and high level overview of the 2013/2014 Operational Plan. (BOD #2014-10-04)
6. Review and possible discussion regarding fire chief pay range. (BOD #2014-10-05)
7. Discussion and overview with the status of the CMS grant. (BOD #2014-10-06)
8. Review, discussion and possible action to enter into an agreement engaging special legal counsel for purposes of pursuing a Certificate of Necessity (CoN). (BOD #2014-10-07)
9. Discussion and possible approval of a Memorandum of Understanding (MOU) with Rural Metro and SFMD regarding the CoN process (to be provided at the board meeting). (BOD #2014-10-08)
10. Discussion and overview of the current status of the application for a Certificate of Necessity (CoN). (BOD #2014-10-09)
11. Chief’s Report (BOD #2014-10-10)
12. Announcements (BOD #2014-10-n/a)
13. Adjourn (BOD# 2014-10-11)

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: October 9, 2014
At: 1800 hours
By: Jasmin Jones
Agenda Item Title:
Review and approval of the September 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.

**Recommended Motion:**
“Motion to approve the September 2014 financial reports and bank reconciliations.”

**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 separate from the board packet.*
Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire and Medical District attests to the review and approval of the following financial report(s) of the Fire District for the month of September 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

_____________________________________   _____________________________
Todd House, Board Chairman      Date
Governing Board Meeting – October 15, 2014
Agenda Item: 2
BOD#: 2014-10-02

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.

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

<table>
<thead>
<tr>
<th>Battalion Safety Officer/Paramedic Jeremy Rocha</th>
<th>15 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain/Paramedic Craig Horvath</td>
<td>15 Years</td>
</tr>
<tr>
<td>Firefighter/Paramedic David Pohlmann</td>
<td>15 Years</td>
</tr>
</tbody>
</table>

October Service Anniversaries:

<table>
<thead>
<tr>
<th>Firefighter Chris Robson</th>
<th>7 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter/Paramedic Sammy Ramirez</td>
<td>7 Years</td>
</tr>
<tr>
<td>Firefighter/Paramedic John Walka</td>
<td>7 Years</td>
</tr>
</tbody>
</table>
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
Governing Board Meeting – October 15, 2014  
Agenda Item: 4  
BOD#: 2014-10-03

Agenda Item Title:  
Consideration and possible approval of all consent agenda items as listed below:  
  a) Board Meeting Minutes from September 17, 2014.  
  b) Revised IGA between the SFMD and the town of Florence relating to Fleet Maintenance on Florence Fire Department apparatus.  
  c) IGA between SFMD and MFMD relating to CMS Healthcare Innovation grant award.  
  d) IGA between SFMD and other Auto-Aid partners relating to the Auto-Aid Agreement.  
  e) Contract for FireView Dashboard software with the Omega Group.

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 October 15, 2014.”
a) Board Meeting Minutes from September 17, 2014.

Submitted By:
Fire Chief Paul Bourgeois

Background / Discussion:
The board meeting minutes of the previous meeting(s) are provided for 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 BOD and kept as the official public record.

Financial Impact/Budget Line Item:
N/A

Staff Recommendation:
Staff recommends approval of September 17, 2014 board minutes.

Enclosure:
September 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  
September 17, 2014

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE AND MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, SEPTEMBER 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 5:31 P.M.

A. Board Chairman Todd House called the meeting to order at 5:31 p.m.

B. The Pledge of Allegiance was led by Chairman House.

C. Roll Call showed Board Chairman Todd House, Board Clerk Linda Shank, Director Barbara Cobb, and Director Jeff Cross. Director Charlie Fox was absent.

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

Legal Counsel Donna Aversa was present via FaceTime. Fire Chief Paul Bourgeois was present via telephonically.

Item 1: Review and approval of the August 2014 financial reports and bank reconciliations. (BOD #2014-09-01)

Motion by Director Cross to approve the August 2014 financial reports and bank reconciliations. Seconded by Clerk Shank.

Vote 4 ayes, 0 nays. Director Fox absent. Motion passed.

Item 2: Recognition of employee performance, achievements and special recognition for community members. (BOD #2014-09-02)

Chairman House read the list of the following September Service Anniversaries:

<table>
<thead>
<tr>
<th>Position</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Chief Mike Farber</td>
<td>29</td>
</tr>
<tr>
<td>Assistant Chief Dave Montgomery</td>
<td>23</td>
</tr>
<tr>
<td>Division Chief Richard Ochs</td>
<td>23</td>
</tr>
<tr>
<td>Captain Mike Paul</td>
<td>22</td>
</tr>
<tr>
<td>Battalion Chief Richard Mooney</td>
<td>16</td>
</tr>
<tr>
<td>Firefighter Kevin Johnston</td>
<td>16</td>
</tr>
<tr>
<td>Engineer Jose Sepulveda</td>
<td>16</td>
</tr>
<tr>
<td>Firefighter Nat Erickson</td>
<td>16</td>
</tr>
<tr>
<td>Engineer John Taylor</td>
<td>14</td>
</tr>
<tr>
<td>Captain Craig Halver</td>
<td>12</td>
</tr>
<tr>
<td>Engineer Aaron McDonald</td>
<td>12</td>
</tr>
<tr>
<td>Engineer Jim Crowley</td>
<td>12</td>
</tr>
</tbody>
</table>
Item 3: Call to the Public. None

Item 4: Consideration and possible approval of all consent agenda items listed below: (BOD #2014-09-03)
   a. Board Meeting Minutes from August 20, 2014
   b. Purchase of five (5) new Motorola APX7000E Dual-Band Portable Radios.

Motion by Director Cobb to approve the consent agenda items for September 17, 2014. Seconded by Director Cross.

Vote 4 ayes, 0 nays. Director Fox absent. Motion passed.

Item 5: Consideration and approval of grandfathering current DROP participants from the change in sick leave payout benefits (ratio and hourly payout rate) upon retirement – approved within the FY 14/15 budget. (BOD #2014-09-04)

Finance Manager Roger Wood explained one of the benefit changes in the FY 14/15 budget was a change to sick leave payout benefits upon retirement. The district’s approach to sick leave payout benefits prior to the change effective July 1, 2014, was 100% of accrued sick leave hours at retirement multiplied by the current hourly rate at the time of retirement.

Within the FY14/15 budget, the district’s approach was changed to 50% (60% if the person’s accrual is at the maximum 1,460 hour cap) of accrued sick leave hours at retirement multiplied by the average of the last five years hourly rate prior to retirement.

There are three 56-hour personnel who had entered into the PSPRS DROP program prior to this benefit change effective July 1, 2014. These three individuals will be financially impacted by this change. For example, at no fault of their own, there is insufficient time for any of these three individuals to reach the maximum sick leave hourly cap of 1,460 hours prior to their retirement dates, costing them 10% of their accrued sick leave hours.

Roger went on to explain Staff recommends grandfathering these three individuals for the sick leave payout benefits (ratio and hourly payout rate) to the levels in the effect prior to July 1, 2014 (100% payout ratio and hourly rate equal to their current hourly rate at retirement).

The estimated cost of this proposal is $38,000 in FY 16/17 and $13,000 in FY 19/20, since these estimated costs are 2-5 years in the future, Staff feels the district has ample time to plan and budget for this expense.
Director Cross provided the board with a handout that included members who have already have 20 + years into the PSPRS. He believes the board should consider adding these members to the grandfathered status. Ms. Aversa reminded the board that at this time they can only consider the item on the agenda, however, the board could direct staff to add the additional members to be grandfathered on a future agenda.

Additional comments from the board were as follows:
Director Cobb stated that the sick leave is a safety net not a benefit and it is being treated as a retirement account. She questioned what the barriers for people to take sick leave are and do they have to have a note from a physician? She continued on by saying that it would take a couple of years to make money available, but could employees use their sick time in a couple of years? Finance Manager Roger Wood answered by stating that Staff isn’t trying to modify how people use their sick time. Staff was simply taking a step back and looking at the whole picture. The changes that were made this FY in a way penalized the three members who are currently in the DROP program.

Chairman House stated that Director Cross brought up a good point, however, because it is not currently on the agenda the board could not discuss the seven additional people who are over 20 years but have not entered the DROP program. He also suggested that the board vote on the current agenda item and direct staff to bring numbers and research to a future meeting.

Director Cobb stated that she did not want to continue with the discussion with the seven additional employees because anything can change at any time. The only thing you can count on in the future is change, at her current employer the benefits are changing and some people like the new ones and others don’t.

Clerk Shank would like to take care of the three individuals that are currently enrolled in DROP and then base her decision on cost, once it is broken down. Chairman House agreed that it is a good idea to clean up the current DROP issue and bring forward the seven additional members at a future meeting. The board can then discuss the issue in an open forum and they will have numbers from accounting.

Chairman House made a note to Staff to please bring the consideration with numbers back to the Board at a future meeting. Director Cross will work with Staff with the items he would like brought forward.

**Motion** by Clerk Shank to approve the grandfathering of sick leave payout benefits for the three full time 56-hour employees who are currently enrolled in the PSPRS DROP program to the levels in effect prior to the July 1, 2014 change. Seconded by Director Cross.

**Vote** 4 ayes, 0 nays. Director Fox absent. Motion passed.

**Item 6:** Discussion and possible approval of the First Amendment to the Deferred Compensation Administration Plan between SFMD and Nationwide Retirement Solutions. (BOD# 2014-09-05)

Finance Manager Roger Wood began the discussion by stating at the April 8, 2014 board meeting, the board approved transitioning to Nationwide Retirement Solutions to become the district’s Deferred Compensation 457 Fund provider. To further clarify and document the fees associated with the Deferred Compensation 457 funds, Nationwide Retirement’s legal department has forwarded the enclosed First Amendment to the original agreement for consideration and approval by the board.
Section 3B documents the process by which Galloway Asset Management and Chuck Sklader, both serving as advisors to the plan’s participants and board, shall receive compensation. In summary, Nationwide will assess an annual asset management charge of 0.15% on each participant’s account balance. Nationwide will remit the proceeds from the asset management fee to the district, who will in turn will pay Galloway Asset Management and Chuck Sklader. While the district may pay the advisor on a quarterly or semi-annual basis, the district is acting solely as an intermediary and will not incur any costs in this process.

The annual asset management charge of 0.15% will be adjusted downward as the total assets under management grows.

Chairman House questioned if all of the membership was aware of these fees and they agreed to them. Roger stated that the 457 Committee did look over the agreements and the membership was aware of this new process.

Director Cobb questioned when the employer invoices would be available. Roger specified they will come out quarterly and the district will not incur any expense. The reason this is separate from the previous document is because Nationwide wanted to be specific on the fee structure, this is a legality.

**Motion** by Director Cobb to approve the First Amendment to the Deferred Compensation Administration Plan between SFMD and Nationwide Retirement Solutions. Seconded by Director Cross.

**Vote** 4 ayes, 0 nays. Director Fox absent. Motion passed.

**Item 7:** Discussion and high level overview of the CMS grant process. (BOD# 2014-09-06)

Battalion Chief Brett Broman introduced Tony LoGiudice from Mesa Fire & Medical Department to give a high level overview of the CMS grant process. Tony presented a PowerPoint presentation to the board with the following key points:

**Grant Partners:**
- Mountain Vista Medical Center
- CPR
- ATSU
- SFMD
- MFMD
- QCFD

**Grant Award Information:**
- Notified on July 8, 2014 the grant was approved by the federal government.
- Total Grant Award $12,505,714 (approximately $3.5 million going to SFMD) – No cost match.
- Three year grant – Period performance started on 9/1/2014.
- Grant pays for salaries / benefits for key personnel and related equipment.
- No further programmatic commitment required beyond final reporting.

**Program Goals:**
- Evaluate cost savings through pseudo billing practice
- Improve patient healthcare outcomes
- Improve healthcare system efficiencies
- Test sustainability
- Continue improving service delivery
Community Care Program:
- Community Care Units operating 24/7
- Community Care Special (Behavioral) operating every day at peak-demand time.
- Nurse Triage in Communications Center
- Follow-up Care
- Immunizations
- Medical Service based home inspections
- Centralized Medical Direction

Cooperative Agreement:
City of Mesa responsibilities
- Data collection / sharing
- Financial reporting
- Financial administration
- Programmatic reporting
- Programmatic milestones
- Operations
- Contract compliance
- Assigned a CMS Project Officer for weekly / monthly meetings
- Operationally working in coordination with our grant partners

Questions from the board were as follows:

Director Cobb questioned the Behavioral Health component, stating that she was told by her ED Director that the reason behavioral health patients land in the ER is because there aren’t enough behavioral beds. Especially those people that are suicide risks – they have to have someone watch them at all times. She continued by asking how are we going to be protected from someone committing suicide while they are “on our watch” and where are we going to find those behavioral health beds?

Tony answered Ms. Cobb’s question by stating that currently MFMD is running a pilot program, when paramedics run on behavioral health calls they are able to call a behavioral health facility – skipping the ER. This gets the patient in sooner because the facility takes them as a walk-in, not an inter-facility transfer. Firefighter/Paramedic Dave Pohlmann stated that he also works as an RN and while on shift at the hospital it is harder for the hospital to find behavioral health patients beds at a behavioral health facility. The behavioral health facility sees that the patient is already receiving medical care in the ER and they need to save beds for walk-in patients. Firefighter/Paramedic Pohlmann also stated that counselors will be utilized and will have low risk patients sign safety contracts for follow up services. Tony continued by stating that if a patient needs medical attention (if they have taken drugs, etc.) then they will be able to take their evaluation from the behavioral health specialist with them to the ER saving time and money once their medical need is met.

Chief Bourgeois reminded Ms. Cobb and the board that these are calls our district already runs on. Our paramedics respond to behavioral health calls every day, sometimes multiple times a day. Our new deployment model will save the patient and the medical system money, the patient will not lose any type of care.

Director Cobb also asked if we have gotten any more information about the delay in reimbursements for the expenses. She stated, ”Apparently at the last meeting there were questions about how long it would take CMS to reimburse us for things that we have put
into for the program.” Tony stated that we should have more information on this topic in a couple of weeks, this goes before Mesa City Council on October 6th. Tony continued by saying that he has had conversations with CMS and feels confident that we can look at monthly reimbursements. We will be able to test the program with personnel after the October 6th meeting. He stated he would keep everyone informed as the information comes in. Director Cobb asked if we could get consistent expense reports on the program, Tony agreed.

Chairman House asked if there was going to be special 9-1-1 training for dispatch personnel. Tony explained that there will be special algorithms that dispatchers will follow. They did start the training in August and the algorithms have been followed. Once the dispatcher goes through their algorithms they will be able to decipher what is an emergency and what is a low level call. Dispatchers will be able to spend more time speaking to a low level caller. If it is an emergency, the call immediately gets dispatched as an emergency.

Clerk Shank asked if the RN’s were already hired and working out of dispatch. Tony stated that we would be utilizing contractual companies for the RN, centralized physician, and billing aspects of the grant. Once the RN’s are hired from the contractual company, they will sit next to a dispatcher.

Director Cross stated that the government gave us $12.5 million for a reason – we anticipate saving the system upwards of $40 million. Tony agreed with Director Cross and stated that a part of the grant process was having an actuary come in and look at the numbers to make sure the cost savings was a correct number.

Chief Bourgeois stated it was an honor from the government to receive this money, we received it because they believe in our program and trust what we are doing. We are establishing the system for the rest of the nation. He also thanked Mesa Fire and Medical employees for their time. Chairman House shared in the appreciation of MFMD coming to our board meeting.

**Item 8:** Discussion and possible action for submitting the formal application for a Certificate of Necessity (CoN). (BOD# 2014-09-07)

Firefighter/Paramedic Dave Pohlmann addressed the board and presented a PowerPoint regarding the CoN process, key topics were as follows:

**History**

- Rural Metro filed for Chapter 11 protection. The industry asked what would happen if Rural Metro could no longer provide services to our area. SFMD must have a CoN from Arizona Department of Health Services (AZDHS) to receive cost recovery authority for transportation services.
- Rural Metro’s service struggled as overtime units frequently went out of service extending response times.
- June 2014 – Chief Bourgeois penned a letter to AZDHS to outline concerns about Rural Metro and their financial and service delivery issues.
- Northwest Fire District struggled with Rural Metro on similar issues and began talks to enter a public / private CoN partnership. Northwest Fire has initiated a CoN request with AZDHS, with the support of Rural Metro.
- Chief Bourgeois requested to meet with Rural Metro to ask for their support in applying for a CoN. Rural Metro has agreed to partner with SFMD supporting our own CoN which will increase service stability and sustainability.
SFMD/RM Cooperative Ambulance Response Concept

- SFMD CoN Process – would generally be a lengthy and very expensive process. Approval is granted by AZDHS, applicants are normally required to make their case and defend any appeals through an administrative law process. Legal fees through the appeal process commonly reach in excess of $1 million. In this proposal, RM will support a SFMD CoN application (they will not appeal) greatly streamlining the process.

- RM and subsidiary CoN holders will provide a letter of support to AZDHS for the SFMD’s proposed 9-1-1 ALS ground-service application.

- The SFMD CoN would overlap CoN 86 and CoN 109 within our current boundaries.

Proposed System Design

- SFMD’s 9-1-1 ground ambulances will be the primary ALS transport provider with RM serving as our back-up provider during periods of high demand.

- RM 9-1-1 ground ambulances will be the primary BLS transport provider with SFMD servicing as the back-up provider during periods of high demand.

- In the event RM BLS ambulance is required to respond for an ALS patient, SFMD will provide paramedics and ALS equipment to RM BLS ambulances as needed.

- Under this model, SFMD will seek cost recovery at the currently approved AZDHS rates.

- RM will continue to provide inter-facility transports within the parameters of their current CoN.

- SFMD ALS ground service CoN and RM BLS contract will be coterminous with SFMD boundaries.

- The system will realize the addition of two SFMD transport capable certificated ambulances and one peak-demand unit.

- Opportunity for significant cost recovery and flexibility to meet rising demand.

Service Enhancements

- Sustainability and less vulnerability to our community by implementing a fire district based emergency transportation system.

- Improved response times to a high-acuity medical calls through a dynamic staffing / deployment model = higher survivability rates.

- A dynamic staffing model allows for less stress, less fatigue, higher morale and lower scene times. Proposed minimum staffing – 2 Certified ALS Rescues upon CoN approval, 1 peak demand ALS unit, 3 ALS Engines, 2 ALS Ladder Trucks, 1 or more RM / SWA BLS units to be determined through financial demand analysis.

- Ability to leverage RM’s national purchasing power.

- Improved system oversight that is focused on clinical excellence and patient outcomes.

Goals of a Reciprocal Long Term Agreement

- Establishment of a long-term cooperative relationship focused on enhancing clinical excellence, improving patient outcomes, and increased financial sustainability.

- Improved continuity of care

- Alignment of the district’s emergency transportation system with the inherent interests of the community.
• Reduction of service duplication and the realignment of service delivery better positions the cooperative agencies to appropriately respond to a rapidly changing healthcare environment.

• Provides for a model public / private service delivery collaboration that is scalable based on the needs of the region and State of Arizona.

**Bottom Line**

• SFMD has the infrastructure in place to do this work.

• ALS transports are in-line with our highest priority – life safety.

• Getting a CoN allows us to set up the needed resources to recover costs of transporting.

• A SFMD / RM partnership provides a higher level of service and allows for a stable and sustainable system.

Chief Bourgeois stated as long as we deal with a for profit provider, their main goal is to make money not to provide the best care to our citizens. There have been several states where Rural Metro has closed shop and the citizens are left with no ambulance provider. We are at a point with Rural Metro where they are willing to cooperate and will not attest our CoN application with AZDHS. A natural question might be, why would RM give the ALS transports up if there’s not enough money providing this service? Chief Bourgeois stated that he has had many discussions with RM about ALS transports, they have finally said that there is money in ALS, just not enough money for a for profit company such as RM in ALS transports. As a local government if we simply break even then we are doing a great benefit for our community. The modeling of the collection rates are extremely agreeable for cost recovery with a little bit of a margin to re-invest back into the medic program. This opportunity has never been here before and may never be here gain. We have an opportunity now and Staff recommends that we act on it and pursue this endeavor as soon as it is financially and professionally possible to put a system on the street.

The board briefly discussed the possibility of another company contesting our application process. Firefighter/Paramedic Pohlmann stated that a company cannot contest our application unless they already have a CoN in our area. The only company currently holding a CoN in Pinal County is Rural Metro, they are showing their support and have agreed to not contest our application. This is a narrow window of opportunity for us to submit our application with Rural Metro’s support.

Clerk Shank stated this has been a dream, she remembers working on the CoN process years ago and Rural Metro was not on our side at that time making it impossible for our district to obtain a CoN. To have Rural Metro cooperating with us is unheard of, we need to take this opportunity.

Director Cross agreed stating this is a unique opportunity and that our district needs to act on this while we can. The continuity of care between any fire department transferring a patient to another agency, is not good for the patient.

Chairman House asked what the cost of submitting an application would be. Battalion Chief Brett Broman stated that there is a $100 application fee paid to AZDHS for a CoN application. He also inquired if the plan was to hire civilian employees to run the ambulances. Firefighter/Paramedic Pohlmann stated that is one scenario, to have civilians run on the ambulances, this would be the least expensive. However, those numbers and decisions would have to be made when we are further in the process. Chairman House asked Finance Manager Roger Wood if he would be able to handle both civilian and suppression personnel easily on the financial side. Roger reminded...
Chairman House that we currently have civilians working for our district and it is his intent to create a new division so the board could see exactly what the costs are, he stated the CMS grant would also be a separate division – the board would then be able to see the division’s performance monthly on financial statements.

Clerk Shank asked what would happen to the CoN’s in Pinal County if Rural-Metro left, would SFMD acquire those CoN’s? Attorney Donna Aversa stated it really would depend on how our CoN application was written, that could potentially be a component that we add into our application.

**Motion** by Director Cross to formally submit an application for a Certificate of Necessity through Arizona Department of Health Services. Seconded by Clerk Shank.

**Vote** 4 ayes, 0 nays. Director Fox absent. Motion passed.

**Item 9:** Discussion and possible action concerning the proposed fire chief evaluation template and procedure. (BOD# 2014-09-08)

Chief Bourgeois introduced the agenda item stating that changes were made to the fire chief evaluation template based on feedback from the last evaluation period. The process has been streamlined for the board and the template can be used for years to come. The board should expect high level performance from the fire chief. However, this is the board’s process and we can make any changes necessary based on what the board would like.

Ms. Donna Aversa stated that during the 2013 evaluation process the board requested to simplify the fire chief evaluation process. Ms. Aversa also explained included in the board packet was a proposed Fire Chief Evaluation template, and a Fire Chief Evaluation Process Policy for adoption. This evening staff is asking the board for approval of the template, the timeline mentioned in the board packet, and the policy.

The board discussed the various items that were changed on the evaluation based on feedback from last year’s evaluation period. It was decided that the letter grading system would be utilized. It was also decided that the 360 evaluations that would be distributed to the following external partners including; Bryant Powell – Assistant City Manager, Tom Kelly – Policy Chief, and Chad Wilson – Superintendent of AJUSD. The internal 360 evaluations distributed would be the Senior Leadership Team. The fire chief will present the 2013/2014 Operational Plan at the October board meeting; this will take place of the “Areas of Significant Achievement” on the evaluation template.

The Timeline that was discussed and unanimously agreed upon is as follows:

**September Meeting**
- Review Fire Chief Evaluation Template and approve a final draft.
- Review and approve the Fire Chief Evaluation Process Policy.

**October Meeting**
- Chief Bourgeois will present the annual report and accomplishments from the 2013/2014 Operational Plan.
- Chief Bourgeois will schedule one-on-one meetings with the BOD to discuss and clarify accomplishments.

**November Meeting**
- The BOD will convene to achieve consensus related to the four key results areas during executive session pursuant to A.R.S. §38-431.01(A)(1).
- The BOD will deliver the results to the fire chief
December Meeting

➢ The fire chief will have the opportunity to respond and comment.

Motion by Clerk Shank to formally adopt the Fire Chief Evaluation Process Policy and to direct staff to distribute the finalized template of the Fire Chief Evaluation to Board of Directors and approve purposed timeline for staff to move forward with the fire chief evaluation process. Seconded by Director Cross.

Vote 4 ayes, 0 nays. Director Fox absent. Motion passed.

Item 10: Chief’s Report (BOD# 2014-09-09)
   • Collaborative training – EOC Exercise with the City and the County.
   • FDSOA Conference in Arizona

Item 11: Announcements (BOD# 2014-09-n/a)
Director Cross stated he went to the ECO Exercise and stated it went amazing, thanks to Chief Bourgeois and all other SFMD members who participated. He stated that he did give feedback and comments to the City Manager.

Chairman House stated that Pinal County declared a state of emergency due to the flooding that may occur in the next few days. He also stated that he also went and participated to the EOC training session and was proud of the performance of the SFMD.

Item 12: Adjourn (BOD# 2014-09-10)

Motion by Director Cross at 8:42 p.m. to adjourn the meeting. Seconded by Clerk Shank.

Vote 4 ayes, 0 nays. Director Fox absent. Motion passed.

Governing Board Approval:

_________________________________________
Linda Shank, Board Clerk

Jasmin Jones
b) Approval of an updated Intergovernmental Agreement (IGA) with the Town of Florence for fleet maintenance on Florence Fire Dept. apparatus.

Submitted by:
Fire Chief Paul Bourgeois

Background/Discussion:
This item is for review and approval of a revised intergovernmental agreement with the Town of Florence for fleet maintenance services on their fire apparatus. This revised agreement has a new and updated fee schedule that is line with current personnel costs. The revisions also clarified and identified specific other costs associated with the services rendered by SFMD Fleet Maintenance personnel.

These changes were prompted by an internal audit last year that identified old per hour costs charged to the Town of Florence did not adequately cover the SFMD personnel costs associated with the services provided. This IGA is a ‘Time and Materials’ arrangement, so material costs are reimbursed at 100%.

Legal for the district and the Town of Florence have reviewed and approved this final version before the board tonight. On September 15, 2014 the Florence Town Council unanimously approved this IGA as part of their regular consent agenda. This updated IGA would be in place until June 30, 2017, with automatic renewal options provided annually thereafter. The IGA is scheduled to be reviewed annually by SFMD staff.

Financial Impact/Budget Line Item:
Approval of this IGA will ensure a positive revenue source for fleet maintenance work done for this outside organization.

Staff Recommendation:
Staff recommends approval of the updated IGA.

Enclosure:
Proposed updated IGA
INTERGOVERNMENTAL AGREEMENT

Repair and Maintenance of Fire Apparatus and Equipment

Between

The TOWN of FLORENCE, ARIZONA,
a municipal corporation of the State of Arizona

And

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

DATE: September 15, 2014
INTERGOVERNMENTAL AGREEMENT
FOR
REPAIR AND MAINTENANCE OF
FIRE APPARATUS AND EQUIPMENT

This Agreement is entered into this 15th day of September, 2014, by and between the Town of Florence, a municipal corporation of the State of Arizona ("Town"), and the Superstition Fire & Medical District, a special taxing district existing pursuant to the authority of Title 48, Chapter 5 of the Arizona State Revised Statutes and a political subdivision of the State of Arizona ("District").

1. EFFECTIVE DATE: This Agreement shall become effective upon execution of the agreement.

2. DESCRIPTION OF AGREEMENT: The District shall furnish the parts, supplies and labor services as listed below when and if requested by the Town or an authorized representative of the Town during the contract period.

3. INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THIS AGREEMENT: The following individuals are authorized to make purchases under this agreement within their dollar limitations:
   - Town of Florence Fire Department Employees with proper identification with $1,000 single purchase limit.
   - Purchasing Agent with $2,000 single purchase limit.

4. PURCHASE LIMITATION: Individual purchases under this Agreement shall not exceed $2,000. Purchases exceeding $2,000 are subject to competition requirement and can only be made by the Contracting Specialists and Purchasing Agents within their delegated procurement authority.

5. PRICING:
   - Labor @ $67.00 per hour per mechanic during the work week hours as follows: 7 a.m. through 6:00 p.m., Monday through Thursday excluding holidays.
   - After hours and/or holidays @ $100.00 per hour per mechanic.
   - Applicable parts, supplies, current sales tax and freight @ 100% reimbursable to the District.
   - Additional travel costs portal-to-portal for District Service Truck; under 30 miles, flat $75; exceeding 30 miles, $2.00 per mile portal-to-portal.

6. TERM / RENEWAL / TERMINATION: This Agreement shall remain in force and effect until June 30, 2017, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, canceling said Agreement. In the event of such notification and upon
expiration of the term during which notice is given, this Agreement shall thereupon become of no further force or effect. It is understood that this Agreement may be amended, or suspended by mutual consent in writing of the parties hereto at any time with all other conditions set forth remaining in effect. Notwithstanding anything above to the contrary, this Agreement shall not be construed so as to require Town to make any purchases hereunder.

7. INVOICES AND BILLING PROCEDURES: A summary invoice shall be submitted monthly on a 30-day billing cycle for all transactions made during the billing period. The summary invoice is to reflect total(s) for each work order and a total for the month’s purchases. Submit invoices to:

Florence Fire Department  
P.O. Box 2670  
72 East 1st Street  
Florence, AZ 85132  
Attn: Fire Chief

8. PAYMENT: Payment is due within 30 days of the invoice date.

9. LIABILITY: The District and the Town agree to mutually hold each other harmless from any and all claims, demands, causes of action or damages, whatsoever, arising out of or in connection with services provided for in this Agreement.

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

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

TO TOWN:  
Town Manager  
Town of Florence  
P.O. Box 2670  
Florence, AZ 85132  
(520) 868-7652

11. MERGER: This Agreement, together with any attachment(s) thereto, shall constitute the entire Agreement between the parties. No services except for those listed herein shall be covered by the terms of this Agreement. No statement, promises or inducements made by either party, or by an agent of either party, that is not contained in this written Agreement shall be valid or binding.
12. CONFLICT OF INTEREST: This Agreement is subject to the cancellation provisions of A.R.S. 38-511.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this 15th day of September, 2014.

TOWN OF FLORENCE

[Signature]
Town Manager
Date

ATTEST:

[Signature]
Town Clerk

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the Town of Florence, Arizona

[Signature]
Attorney for the Town
Date

SUPERSTITION FIRE & MEDICAL DISTRICT

Chair Person of the Board
Date

ATTEST:

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the Superstition Fire & Medical District

[Signature]
Attorney for the Board
Date

Page 4 of 4
c) IGA between SFMD and MFMD relating to CMS Healthcare Innovation grant award.

Submitted by:
Fire Chief Paul Bourgeois

Background/Discussion:
This item is for review and approval for an intergovernmental agreement with the Mesa Fire and Medical Department and the SFMD in regards to the CMS Healthcare Innovation grant that was awarded to both parties.

Financial Impact/Budget Line Item:
N/A

Staff Recommendation:
Staff recommends approval of the updated IGA.

Enclosure:
Proposed IGA will be provided at the board meeting.
d) IGA between SFMD and other Automatic Aid partners relating to the Automatic Aid Agreement.

Submitted by:
Fire Chief Paul Bourgeois

Background/Discussion:
The Automatic Aid system was developed and designed to assure that the closest appropriate fire department / district resource was deployed to emergencies within the participating jurisdictions boundaries. The Superstition Fire and Medical District has been a contributing agency for quite some time. Agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental cooperation.

The automatic aid system participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction to ensure that no participant unfairly benefits at the expense of the other participants. Automatic aid system participants agree to dispatch their respective assigned fire department units on an automatic basis. It is assumed that all fire stations within a participating jurisdiction are included in the resource pool for the system. A computer aided dispatch and automatic vehicle locator system automatically determines the closest available, most appropriate unit(s) (whether located in a fire station or operating in the field) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.

The scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments / districts in the automatic aid system.

The automatic aid system used in the valley is a time-tested deployment model that provides the closest most appropriate fire service resource regardless of jurisdictional boundaries. The system provides small and large communities with value added shared resources. Large communities gain by in the numerous single unit incidents that span their vast boundaries, while smaller communities benefit by having additional units capable of responding to large incidents that occur in their community. This sharing of resources and joint purchasing power allows communities to be fiscally responsible while providing excellent service. The automatic aid system is recognized nationally and internationally as the “gold standard” for an emergency service delivery model.

Financial Impact/Budget Line Item:
N/A

Staff Recommendation:
Staff recommends approval of the IGA.

Enclosure:
Automatic Aid IGA
AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT, is made and entered into this 15th day of October, 2014, by and between the Cities, Towns, Fire Districts, and governmental jurisdictions as listed in Appendix "A" Automatic Aid System Participants (hereinafter referred to as Automatic Aid System Participants) through their duly authorized Mayor, City Manager or Board Director, to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

W I T N E S S E T H:

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and;

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of services in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation, and;

WHEREAS, the participating cities, towns and fire districts of the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their communities, and;

WHEREAS, the Automatic Aid System Participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their
jurisdiction to ensure that no participant unfairly benefits at the expense of the other participants, and;

**WHEREAS**, it is the desire of the Automatic Aid System participants joining in this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

**WHEREAS**, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel.

**WHEREAS**, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew an "Automatic Aid Agreement" for fire department services.

**NOW, THEREFORE, IT IS AGREED:**

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes.

2. That the Automatic Aid System participants executing this agreement agree to dispatch their respective assigned fire department units on an automatic basis. The Computer Aided
Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.

3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System.

4. If at any time while this Automatic Aid Agreement is in effect, if a party to the Automatic Aid Agreement closes a fire station, or reduces the level of fire, medical or emergency services provided within its municipal or jurisdictional boundaries, the party closing said fire station or reducing services will give a minimum of 120 days notice to all other parties to this Automatic Aid Agreement.

5. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the fire departments to fulfill their missions.

6. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
7. Each participating municipality or fire district shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees. If at any time it is determined that communications infrastructure is necessary to meet the operational requirements of the automatic aid response system, the jurisdiction’s fire department will assist the Mesa or Phoenix Fire Department in facilitating all necessary steps to implement sufficient communications infrastructure, including the authorizations, agreements, access, etc.

8. Each Automatic Aid System participant shall be a member of the Central Arizona Life Safety Response System Council. The Fire Chief or his principle assistant, will be his department’s representative on the Council. The Council shall meet regularly to discuss issues of mutual concern and to develop policy positions on these issues.

9. Participants in this automatic aid agreement do further agree to the following standard service criteria as the primary response system elements of this automatic aid agreement:

A. The Automatic Aid System will use a Computer Aided Dispatch system that automatically selects the closest, most appropriate unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.

B. The Automatic Aid System allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically - regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The dispatch system utilizes Automatic Vehicle Location (AVL) equipment to discern the location of emergency response units and a computerized Geographic Information
System (GIS) to discern the location of the emergency call. The AVL and GIS systems allow the dispatch system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. All Automatic Aid system participants shall insure its engines, ladders and ladder tenders are equipped with AVL's.

C. The automatic aid system utilizes a preplanned system of communications. Communications support for participants includes the provision of a main dispatch and multiple tactical radio frequencies, a Mobile Computer Terminal (MCT) system, a station alerting system, direct communication lines between each participating fire station and the Dispatch Center, and a paging system. These systems are in place and supported by the Dispatch Center.

D. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The Incident Management System and associated standard operating procedures adopted for use by all Automatic Aid participants is the Phoenix Fire Department's Standard Operating Procedures as outlined in Phoenix Volume II Manual.

E. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards (basic evolutions used by the fire service). Battalion Chiefs and other designated command officers will attend at least 75% of joint command officer training for responders. Participants shall explore other
opportunities for joint training. Participants that do not attend joint training opportunities on a regular basis, as determined by the Central Arizona Life Safety Council, will be automatically removed from this agreement.

F. To ensure compatibility of equipment, participants shall maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA Standards).

G. Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations.

H. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The dispatch system can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.

I. System participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for engines and ladders shall be four members. Henceforth this will be referred to as full staffing. Engine and ladder staffing may be reduced to three trained personnel for short periods of time as established by the Life Safety Council throughout a 24 hour shift. Departments that enter the system with a staffing level of three members on each engine and/or ladder
shall have an active plan to accomplish full staffing within one year of entry.

J. To ensure safety, all participants agree that their standard operating procedures and command procedures shall match those adopted by the Automatic Aid System participants. Departments shall use safety officers that will follow standardized procedures as recommended by NFPA. Staff filling the role of safety officer shall participate in joint training.

K. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders.

L. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid System will be comparable.

M. Participants shall define "time of dispatch" as the point in time at which the Dispatch and Deployment Center has notified the station or (responding unit if out of station) of the call through the station alert system, radio, or MCT.
N. Participants shall measure "response time" from the time of dispatch to time of arrival on-scene.

O. Calls outside the response boundaries of the Automatic Aid Response System will be considered mutual aid where such written agreements exist. Requests for and responses to mutual aid will be at the sole discretion of the departments involved.

P. System participants agree that full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to public. Staffing engines and ladders with less than full staffing has financial implications to neighboring jurisdictions, the system as a whole, and the public. Before June 30, 2016, participants that reduce daily staffing below full staffing shall be subject to financial considerations intended to make the system whole. After June 30, 2016, participants that reduce daily staffing below full staffing shall no longer be members of the automatic aid system.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursements from County, State and Federal agencies.

11. The parties further understand that this agreement supersedes any previous Automatic Aid Agreement between any of the parties hereto.
12. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

13. The parties hereto understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

14. This Automatic Aid Agreement shall commence upon filing with the Maricopa County Recorder's Office and shall continue in force until terminated by formal act of the parties to this agreement. If one party wishes to terminate this agreement, one hundred twenty (120) days notice in writing of intention to terminate shall be given to all parties involved.

15. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

16. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
17. The parties to this agreement hereby agree that other departments dispatched by the Phoenix Dispatch Center and added to the Automatic Aid Response System may be added to this Automatic Aid Agreement upon approval of their governing body and the filing of its signature page with this agreement at the Maricopa County Recorder's Office.

18. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.

IN WITNESS WHEREOF, this Agreement is executed on the year and date first above written. 15001
APPENDIX A

PARTICIPATING FIRE DEPARTMENTS AND FIRE DISTRICTS WITH REQUIRED SIGNATORY YEAR

Signers during FY 2012-2013
Chandler Fire Department
Daisy Mountain Fire District
Glendale Fire Department
Mesa Fire Department
Phoenix Fire Department
Scottsdale Fire Department
Tempe Fire Department

Signers during FY 2013-2014
Avondale Fire - Rescue
Gilbert Fire Department
Guadalupe Fire Department
Peoria Fire Department
Tolleson Fire Department

Signers during FY 2014-2015
El Mirage Fire Department
Goodyear Fire Department
Queen Creek Fire Department
Sun City Fire District

Signers during FY 2015-2016
Superstition Fire and Medical District
Buckeye Fire Department
Buckeye Valley Fire District
Maricopa Fire Department
Sun City West Fire District
Sun Lakes Fire District
Surprise Fire Department
SIGNATURE PAGE

JURISDICTION: SUPERSTITION FIRE AND MEDICAL DISTRICT

The Superstition Fire and Medical District is authorized by the Governing Board of Directors to join with other governmental entities by contract for the exercise of its powers to organize and maintain the fire district and provide for the management and control of the same.

Authority to enter into this Agreement has been given by the Governing Board of Directors of the Superstition Fire and Medical District on __________________________, 2014.

SUPERSTITION FIRE AND MEDICAL DISTRICT,
a special taxing district

________________________________
Chairman of the Board

ATTEST:

By: ___________________________
Clerk of the Board of Directors
Superstition Fire and Medical District

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledge: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM:

By: ___________________________
Board of Directors Attorney
Superstition Fire and Medical District
e) Agreement and purchase of FireView Dashboard software with the Omega Group.

Submitted by:
Fire Chief Paul Bourgeois

Background/Discussion:
This item comes before the governing board for the approval to expend capital project funds for the purchase of the The Omega Group’s FireView Dashboard.

Omega FireView Dashboard is a cloud-hosted application that interfaces with our records management system. FireView provides multiple types of analysis, including:
- Briefing Book style dashboard based on user level
- Automatic reporting
- Custom geographic areas, notes, and markers for special events/planning
- Pin, Hotspot/Density, and Response Time Maps based on the district’s fire and EMS records
- Temporal Grid Reporting
- Ad Hoc Charts and Tabular Reports

The approval of this project includes the signing of a Hosting Agreement (enclosed) that will allow The Omega Group to build a bridge to our ImageTrend RescueBridge records management system.

Financial Impact/Budget Line Item:
$24,235 / Line Item 200-70-73520-15

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

Enclosure(s):
Purchase Order # 009924 (for signature after approval)
Omega Group FireView Dashboard Proposal and Hosting Agreement (for signature after approval)
### Superstition Fire & Medical District

#### Purchase Order

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

**Date:** October 02, 2014  
**Vendor ID:** OMEGI  
**Purchase Order #:** 009924

**Requisition #:** 9,973  
**Buyer:** GIS  
**Created by:** LMD  
**Created Date:** 10/2/2014  
**Updated by:** LMD  
**Updated Date:** 10/2/2014

**Ship To:**  
Administration Building  
565 N. Idaho Road  
Apache Junction, AZ  85219

**TO:**  
The Omega Group Inc  
5160 Carroll Canyon Rd  
1st Floor  
San Diego, CA  92121-4014

---

**Order Description:** Omega FireView Dashboard

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**Includes Configuration, RMS Interface, and Annual Subscription Fee**

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**Important Conditions**

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

---

**TOTAL**  
$24,235.00

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**Purchasing Manager**

**Fire Chief**
FireView Dashboard (Hosted)

August 11, 2014

To: Lauren Daniel, GIS Specialist/Analyst
Organization: Superstition Fire & Medical District
Address: 565 N. Idaho Rd. Apache Junction, AZ 85119
Phone: (480) 982-4440 x234

From: Chris Baldwin
Phone: (858) 450-2590 x115
Email: chris@theomegagroup.com
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NON-DISCLOSURE
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FireView Dashboard Deployment for the Superstition Fire & Medical District

Establishing an Incident Based Dashboard Capability for Executive and Command

TARGET: To deploy the FireView Enterprise Solution to provide decision support, performance management and electronic briefing capabilities

- Deploy a hosted configuration of Omega’s FireView Dashboard
- Logins to create and monitor activity via the Executive and District Briefing Books
  - Two (2) Administrator logins for purposes of creating new content and managing user logins
  - Unlimited Designer logins for purposes of creating new content
  - Unlimited Standard User logins for purposes of viewing content and creating Queries on Demand
- Configure FireView Dashboard to interface with ImageTrend RMS database
- Data sets include Incident Reports, Apparatus Reports and Patient Care Reports
- Training for Administrators, Designers, and Standard Users
- Three (3) years of data history
- Omega Cloud Services

Executive Summary

FireView Dashboard combines big data, analysis, mapping and knowledge management into a full operational performance support environment that mirrors the organization of the department. This environment enables departments to better see and manage their daily operations and translate agency knowledge into action via “Measures, Maps and Missions Driving Priorities, Actions and Outcomes.”

Measures and Maps Turn Data into Priorities and Decisions

FireView Dashboard provides integration avenues through which command staff, station captains and analysts can collaborate to scrutinize, analyze, and author map-centric digital media content or “Measures” for use by all levels of the organization. Measures can be created within the Designer Mode of FireView Dashboard which provides a set of analytical and mapping tools for command staff and station captains to work in partnership with analysts to create content reflecting emergency response priorities and decisions of focus.

Measures become ‘living’ documents that are automatically updated with the latest data from the agency’s source systems or outside data sources. Measures are packaged as “widgets” which can be grouped on “pages” within “Briefing Books”. Briefing Books provide user-specific operational views of the organization that can be organized around the agency’s mission, objectives, priorities, organizational units.
and unit deployment strategies. The FireView electronic Briefing Book replaces the time-honored three-ring binders that have faithfully supported the fire department for decades.

The fire department has complete control over the content that is created and its organization/distribution through the electronic briefing environment provided by FireView Dashboard. As priorities change, as context in the community changes, Briefing Books can be re-authored. In this manner FireView Dashboard is constantly ‘change aligned’ and organized to ensure necessary tasks are performed to achieve desired results.

- Unit response, reported incidents, calls for service, inspection, patient care reports\(^1\), unit and community data are integrated from disparate systems for interactive access and analysis in your agency’s area. It’s your data, supporting your decisions for both spontaneous and planned activities enabling success from your strategies.
- FireView Dashboard solutions support multi-jurisdictional and regional views – local departments on different systems, as well as county and state systems from different sources. Our largest regional deployment has over 80 participating agencies.
- Analysts take on an expanded digital content creation and collaboration role working with agency leadership, command staff and station captains to continually analyze the environment and its effects, examine and analyze response times and performance standards. Call processing, turnout, travel, and total reflex times are evaluated in regard to averages, percentiles, and compliance percentages.

**Maps and Missions turn Priorities and Decisions into Plans**

FireView Dashboard provides unprecedented mission planning tools for command staff, station captains and analysts to define, assign and communicate the department’s priorities and strategies.

- Create “Missions” that indicate priority areas and actions to be taken.
- Allows capture of mission comments as ongoing communications tool for sharing information at all levels of the department about activity and actions taken.
- With NEARme Mobile, “Mission Packages” can be easily published to field personnel for view on their mobile devices\(^2\) (SmartPhones, tablets, or MDC/laptops). Missions are managed in the

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\(^1\) Data sets listed under features section are examples only and do not necessarily reflect what is included in the proposal

\(^2\) Requires NEARme mobile subscription
“Mission Playbook”. The Mission Playbook provides a central facility for the coordination of plans and activities across the organization.

- Mission plans ensure that resources are allocated to the right place at the right time focused on “Doing” the right activities!
- The resulting combination of measures, maps and missions - always current and interactive - enables operational performance support at a level unparalleled in your organization.
Cost Summary

FireView Dashboard Hosted Deployment

Professional Service Package $ 17,450.00

- Configuration for three (3) data connections
- Application configuration and deployment
- Briefing Book configuration
- Login configuration
- Training
  - Web-based training for Administrators and Designers
  - On-site training for Standard Users

Annual Subscription\(^3\) $ 5,855.00

- Briefing Books
  - Executive Briefing Book
  - Battalion or District Briefing Book
- Logins:
  - Two (2) Administrator User logins
  - Unlimited Designer User logins
  - Unlimited Standard User logins
- Data Connection/Storage
  - Three (3) data connections
    - Incident Reports
    - Apparatus Reports
    - Patient Care Reports
  - Three (3) years of data

Travel $ 930.00

**Total Professional Services/Travel:** $18,380.00  
**Total Subscription:** $5,855.00  
**Total Initial Investment:** $24,235.00

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**Subscription Fees**

Subscription fees represent the cost of hosting and maintaining the enterprise solution module. Subscription services will commence upon completion of Task 4, Application Deployment. First annual subscription payment will be due on the date that the system is live and available for use by the client.

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\(^3\) Annual reoccurring cost, may be subject to annual 3% increase.
Software and Services Catalog

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Rate</td>
<td>$1,200.00 per day</td>
</tr>
<tr>
<td>Data Connections⁴</td>
<td>Service Fee</td>
</tr>
<tr>
<td></td>
<td>Subscription Fee</td>
</tr>
<tr>
<td></td>
<td>Maintenance Fee</td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
</tr>
</tbody>
</table>

Login Description

This FireView Dashboard deployment includes three (3) types of user logins with the following permissions:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Standard</th>
<th>Designer</th>
<th>Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared User Name and Login</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>View Assigned Briefing Books</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>View Queries on Demand</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>View Alerts</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Access to Analysis Mode</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Create Queries-On-Demand</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Create Alerts</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Create Briefing Books, Dashboard Widgets</td>
<td>x</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Create User Roles and Account Login</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The login types above may not be included in the proposal.

⁴ Data connections to RMS, CAD or other for FireView Dashboard
Scope of Work

1. **Project Planning/Management**
   1.1. Software and database requirements
      1.1.1. Review deliverables for client
         1.1.1.1. Omega client software: Omega Import Wizard, Omega Extractor
         1.1.1.2. Omega server application: FireView Dashboard
      1.1.2. Review deliverables by Client
         1.1.2.1. ESRI ArcGIS 10
   1.2. System Architecture
      1.2.1. Identify hardware components and configuration.
         1.2.1.1. Import Server
   1.3. GIS map layers and design preferences
      1.3.1. Identify base map GIS data layers for geographic querying
      1.3.2. Identify reference data for geocoding
   1.4. CAD/RMS/other source data
      1.4.1. Review import process and automation
      1.4.2. Identify fields to be imported
      1.4.3. Review database schema and tabular relationships
   1.5. Dashboard Design
      1.5.1. Review design options for baseline deployment
   1.6. Determine remote connection method
   1.7. Review roles and responsibilities

2. **Omega Import Wizard Configuration**
   2.1. Client will install/license ArcGIS on import server or workstation
   2.2. Client will install/license Import Wizard on import server or workstation
   2.3. Omega will create import profiles for CAD/RMS data extraction
      2.3.1. Omega will create SQL statement
      2.3.2. Omega will configure data processing steps
      2.3.3. Omega will work with the client to group incident types into one of the available standard Omega fire type categories (where applicable)
      2.3.4. Omega will configure geocoding process, review the sample data’s geocoding rates and provide recommendations
      2.3.5. Omega will configure output dataset

3. **FireView Dashboard Application Configuration**
   3.1. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset
   3.2. Omega will configure each dataset to display up to twenty (20) fields
   3.3. Omega will configure ESRI geocoding services
   3.4. Omega will configure up to ten (10) geographic query layers
   3.5. Omega will configure up to five (5) operational layers
   3.6. Omega will create up to five hundred (500) total saved query pick list items per query layer
   3.7. Omega will use ESRI map caches for the application’s background layers, or possibly integrate with a client’s existing map caches (hosted on a server at the client’s site), or use Bing Maps if the client procures and provides a license key from Microsoft.
   3.8. Configure FireView Dashboard design
3.8.1. Briefing Books
  3.8.1.1. Omega will configure two (2) Briefing Books which will include RMS-NFIRS data
  3.8.1.1.1. One (1) Executive Briefing Book with approximately forty-eight (48) Widgets
  3.8.1.1.2. One (1) Fire Battalion or District Briefing Book with approximately forty-five (45) Widgets

3.8.2. Pages
  3.8.2.1. Incident trends
  3.8.2.2. Recent activity

3.8.3. Widgets
  3.8.3.1. Filter/Pin Map/Heat Map
  3.8.3.2. Density Map
  3.8.3.3. Trend Chart

3.8.4. Hot Sheet; Omega will configure up to five (5) Alerts

3.8.5. The Dashboard content listed above will be configured according to the Dashboard Briefing Books document. Client should review those documents and identify any changes during the sales process. An additional cost may be incurred with changes.

4. FireView Dashboard Deployment
  4.1. Omega will deploy the FireView Dashboard application
  4.2. Omega will import up to three (3) months of historical data for each dataset; the client will be responsible for importing beyond three (3) months
  4.3. Omega will configure the Omega Extractor and configure the profile import automation with the client’s assistance
  4.4. Dashboard Widgets will refresh at least one (1) time per day and up to four (4) times per day if the resources and configuration will allow for that

5. FireView Dashboard Application Training
  5.1. Omega will provide up to six (6) hours of remote Administrator/Designer training for up to two (2) trainees
  5.1.1. The FireView Dashboard Admin Designer Tutorial PDF document will be e-mailed to the Administrator/Designer trainees following training
  5.2. Omega will provide up to two (2) sessions of up to four (4) hours of training on functionality features for up to ten (10) trainees per session (on-premise training)
  5.2.1. The FireView Dashboard End User Tutorial PDF document will be e-mailed to the End User trainees following training

6. Final Application Review
  6.1. Following End User training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:
  6.1.1. Saved queries are working properly and the correct pick list values are included
  6.1.2. Data shown in the report grid and identify box matches source data
6.1.3. Geographic query layers and selection fields are correct
6.1.4. Operational layers are working properly and are labeled with the correct field
6.1.5. Geocoding process is configured properly
6.1.6. Dashboard queries return anticipated results (records)
6.1.7. Dashboard is functioning properly

6.2. The application content is configurable around your data; the application interface is not customizable

6.3. Omega will send the client a project completion sign-off form; the client will sign/date the form and e-mail/fax back to Omega within 10 days and the project will be marked as complete. If no response is received, the client is communicating the approval of project completion.
Project Requirements

Software Specifications
For FireView Dashboard the following software will be required for the deployment:

<table>
<thead>
<tr>
<th>Omega Software</th>
<th>ESRI Software</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Omega Import Wizard</td>
<td>ArcGIS (ArcView), v10</td>
<td></td>
</tr>
<tr>
<td>Omega Extractor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Specifications
FireView Dashboard automates the import of source data via an application called the Import Wizard. Each FireView Dashboard dataset (layer) is imported daily via Import Wizard profiles (licensed individually). The profile license contains configuration information for extracting data from a source database (via a SQL Statement), geocoding, data processing, & subsequently outputs/appends the result into a GIS feature class format. It is important to consider that source data originating from a relational database will be transposed into a de-normalized (flat file) format. As a result, there will be one “dot” on the map per record in the FireView Dashboard dataset. The maximum number of records returned on a Dashboard Widget or query is 5,000 records.

<table>
<thead>
<tr>
<th>Dataset</th>
<th>Data Source</th>
<th>Dataset</th>
<th>Data Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident Reports</td>
<td>ImageTrend RMS</td>
<td>Apparatus Reports</td>
<td>ImageTrend RMS</td>
</tr>
<tr>
<td>Patient Care Reports</td>
<td>ImageTrend RMS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please see the Data Schema Addendum for descriptions of proposed datasets.

GIS Data Specifications
Boundary and Landmark Features: The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- Boundaries and jurisdictions such as beats and reporting districts
- Landmark information such as schools, parks, and other locations of interest

Geocoding Reference Data
The client is responsible for providing accurate reference data that will be used to generate a geocoding service. Reference data may include the following geography: street centerline file, address points or a parcel layer.

Background Layers
The FireView Dashboard supports the use of one or more background layers (or map caches). These background layers are used to display a base map as a backdrop to the geoprocessing results. ESRI’s ArcGIS Online maps are the default map caches for the application’s background layers. The following alternatives for map caches are available:

1) ESRI ArcGIS Online maps5
   a. Both “Streets” and “Air Photos” are included

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5 At its sole discretion, The Omega Group may replace one third party map cache source for another third party map cache
2) Client map caches
The following criteria must be met if the client wishes to use their own maps caches:
   a. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection
   b. If multiple caches will be used in the Dashboard, the zoom levels must match between caches
   c. The caches must be accessible by URL to all intended end-users
   d. The client is responsible for maintaining the map cache(s) and assuring its’ availability and accessibility.

3) Bing Maps
   a. Bing Maps are licensed through Microsoft with a Bing Maps Enterprise license key.
   b. Clients wishing to use Bing Maps in their application must procure a license key from Microsoft and provide it to Omega for use in the project.

Application Specifications
Report Specifications
Reporting is designed in Microsoft Silverlight. Capabilities include sorting and grouping of records, dynamic mapping and charting.

Symbology
All applications include standard Omega symbology for each data source.

Operational Layers
An operational layer represents a set of geographic features, typically boundaries or landmarks that can be displayed on top of the base geography.

Saved Queries
Saved queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another.

Geographic Queries
Geographic queries filter your data query by location, a known boundary, point of interest, address or intersection. This will limit your search results to those records occurring within the selected boundary, or within the specified radius of the point of interest, address or intersection.

Windows Specifications
A local administrator account is required for Omega use on all servers involved in the project. This account must be the same across all servers and must use the same, non-expiring password.

Remote Access Requirement
- Establishing remote connection to the server(s)
  - Data collection, installation and technical support will be performed through remote connection
  - Omega recommends Citrix’s GoToMyPC, GoToAssist or a VPN for remote connections
    - Client must provide the necessary remote access details
Hardware Specifications

**Import Server**
- Intel® Xeon® 5400-series (or later) Quad-core processor (2.0 GHz or faster)
- 8 GB RAM
- RAID 1 disk configuration using two (2) 146GB 15K RPM SAS disk drives
- 1000Mb Network Card
- Windows Server 2008 or 2008 R2 Standard (upon compatibility with ESRI’s ArcGIS software)

**End-User Workstations**
Minimum user machine specifications for workstations accessing FireView Dashboard:
- Windows
  - Intel Core Duo or Intel i-Series processor (1.8 GHz or faster)
  - 2 GB RAM
  - Minimum monitor resolution of 1,280 x 1,024 px
  - 100/1000Mb Network card
  - Supported Operating Systems/Browsers:
    - Windows XP SP3 (IE 8, IE 7, FireFox 3.6+, Chrome 12+)
    - Windows Vista (IE 9, IE 8, IE 7, FireFox 3.6+, Chrome 12+)
    - Windows 7 (IE 9, IE 8, FireFox 3.6+, Chrome 12+)
    - Windows 8 (IE 10, FireFox 3.6+, Chrome 12+)
  - Microsoft Silverlight 5
  - Adobe Flash Player 10
  - High-speed Internet connection
- Macintosh (Intel-based)
  - Intel Core Duo or Intel i-Series processor (1.83 GHz or faster)
  - 2 GB RAM
  - Minimum monitor resolution of 1,280 x 1,024 px
  - 100/1000Mb Network card
  - Supported Operating Systems/Browsers:
    - Mac OS X 10.5.7+ (Safari 4+, FireFox 3.6+)
  - Microsoft Silverlight 5
  - Adobe Flash Player 10
  - High-speed Internet connection
Configuration Diagram
The diagram below depicts the data flow from the client Databases to the Omega Dashboard application.
Training
An Omega instructor-led course provides students with the knowledge and skills that are needed to operate, manage, and support the Omega modules. Each course offers a significant amount of hands-on practices, discussions, and assessments that assist students in becoming proficient in the skills that are needed to manage and execute the functions of each Omega module successfully.

Omega Dashboard Training
We believe there’s more to training than following a scripted slide show. Our FireView Dashboard training session is highly personalized and interactive covering capabilities under each of the three (3) types of user groups including system administrators, designers, and standard users as well as a complete review of all features and functionalities of the FireView Dashboard. This comprehensive training package is broken down into the following components:

Administrator Training
The Administrator training introduces the Dashboard and provides guidance on how to manage the Dashboard’s users, roles and content. The Administrator training package includes:

- Reviewing the data collection process
- Adding and deleting users
- Setting Up and configuring security and permissions
- Creating FireView Dashboard widgets, pages, and Briefing Books
- Navigating/using the FireView Dashboard

Designer Training
The Designer training introduces the Dashboard and provides guidance on how to manage the Dashboard’s content. The Designer training package includes:

- Creating FireView Dashboard widgets, pages, and Briefing Books
- Navigating/using the FireView Dashboard

End User Training
The End User training package trains your end users on the FireView Dashboard web-based user interface. The topics covered range from simple user interaction to more advanced ad hoc reporting and interactive data analysis, etc. The End User training package includes:

- Navigating/using the FireView Dashboard
- Performing on-the-fly query creation and report generation (data analysis)
- Using Queries on Demand and Alerts
Roles and Responsibilities

Client Roles and Responsibilities
Critical to the success of every implementation is having the appropriate client staff prepared to be active participants and to understand what is expected from them for the duration of the implementation.

Client Project Manager
The client project manager is responsible for the timely coordination of assigned project tasks.

Database Administrator
The client database administrator is responsible for providing information about the CAD/RMS database and assisting with the collection of source data, including provision of an ODBC database connection when necessary.

IT Specialist
The client IT specialist is responsible for installing/licensing the Esri/Omega software, providing a method of remote access, and creating a sub-domain host header.

GIS Analyst
The client GIS analyst is responsible for providing and maintaining base map data in an ESRI compatible format.

Public Safety Analyst
The public safety analyst should have experience working with CAD/RMS data. The public safety analyst should provide input during the project’s development.

Dashboard Administrator
The Dashboard Administrator is responsible for adding/maintaining user accounts. The Dashboard Administrator can also be the Dashboard Designer.

Dashboard Designer
The Dashboard Designer is responsible for creating/maintaining Dashboard content (Widgets, Pages, Alerts, Queries on Demand, etc).

Omega Roles and Responsibilities

Omega Project Manager/Lead
The Omega project manager/lead is responsible for the coordination, development and implementation of a project. A project manager/lead has both the technical proficiency and management skills to carry out all project tasks from inception to completion. Project managers will prioritize project tasks in accordance with project schedules and delegate work to project staff as necessary. Responsibilities include:

- Leading internal and/or external meetings on project kickoff, implementation, scheduling, project status and project evaluation
- Planning, executing, tracking and measuring all project activities required for the successful delivery of Omega application(s)
- Identifying priorities and managing the resources required to meet the project objectives
• Performing and/or managing the technical tasks involved in the GIS application development process to include, but not limited to: data collection, geocoding, queries, report writing, and map production
• Delivering project in compliance with both client and internal quality control standards and guidelines
• Conducting training

**Deployment Specialist**
The Omega Deployment Specialist is responsible for remotely installing each server-based Omega application within the client’s environment or at Omega’s hosting facility. This takes place once the project build has been completed and the application has been fully tested at Omega. Responsibilities include:
  • Verifying that the required hardware and software is in place to run the application
  • Installing all ESRI software required by the application (as well as SQL Server, where necessary)
  • Installing all FireView Dashboard software
  • Configuring the application to function within the specified environment
  • Troubleshooting any environmental issues that may arise during deployment
Customer Support Program
The Customer Support Program is covered under the annual subscription fee. The customer support program is defined by the policies below

**Definitions**

**Customer Support Program:** The software and application maintenance package.

**Support Activation Date:** The date support begins. This occurs on the installation date of the software application.

**Term Date:** The due date for annual payment of the Customer Support Program will be referred to as the Term Date. The Term Date is established as the day and month that the software is installed on.

**Payment Guidelines**

1. The cost of the Customer Support Program is calculated to be 20% the cost of software and data connections.

2. Payment for the Customer Support Program is collected annually on the Term Date. The first annual payment is due one (1) year after the installation of software.

3. Approximately 45 days prior to the annual Term Date, The Omega Group will send notice of payment in the form of an invoice to the client by email.

4. After the first annual payment, all future payments for the Customer Support Program are subject to a 3% increase, annually.

5. The Software Maintenance for additional software licenses that are purchased after the Support Activation Date will be paid on the Customer Support Program’s Term Date.
   a. The first annual payment for the additional Software Maintenance will be prorated based on the number of days during the term that preceded the licensing of the additional software.
   b. Following the first annual (prorated) payment, annual payments for additional Software Maintenance will be paid in full on the Customer Support Program’s Term Date.

**General Terms**
To be eligible for Omega support services, users should be aware of, and adhere to the following terms:

1. The software license will be registered with The Omega Group. An Omega staff member may assist with software registration.

2. The Omega Group provides technical support for Omega software and the Omega Import Wizard interface(s) only. Specific items not included under technical support are provided below (Section: Limitations).
3. The initial Omega software application implementation and installation must be performed by an Omega staff member. This requirement assures that telephone support, future software service packs, and major version upgrades can be administered effectively.

4. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.

5. The Customer Support Program will automatically renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to ar@theomegagroup.com.

6. Should there be a lapse in payment, all past due fees must be paid to restart service. Limited to three years of past due payments.

Limitations

Users should be aware of the following limitations regarding support services:

1. Omega’s technical support is limited to unmodified, “off-the-shelf” Omega software technology. Any issues that arise from the client modifying the application’s files, configuration, or environment without Omega approval will not be covered under this agreement. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.

2. Technical support is not a replacement for training. Additional application training is available from Omega at an additional cost.

3. Technical support does not cover configuration changes to existing applications and/or additional development to the Omega application (i.e. building new profiles, reports, saved queries, etc.). These professional services can be provided for an additional cost.

4. Technical Support only covers issues with Omega software and excludes any issues with 3rd party applications that interface with Omega software.

5. Technical support does not cover issues that arise from changes/upgrades in the client’s hardware, operating system, source databases (RMS, CAD and other Databases), source data (geographic layers: including streets, boundaries, points or any reference data) or network environment. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.

6. The Omega Group is not responsible for maintaining back-up files of the client’s software application. The Omega Group may have copies of the client’s application files stored at our offices (acquired during the application building and testing process), however, this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.

7. In the event of complete data loss due to a client’s server crashing or other circumstances unrelated to the Omega software, The Omega Group can assist as resources permit, but will not
be held financially responsible for reinstalling and reconfiguring the application. The Omega Group will provide these services at an additional charge for time, materials, and travel.

8. The Omega Group’s Customer Support Program is not a replacement for ESRI’s software Customer Support Program and does not include costs for ESRI’s suite of software products, including costs to install/uninstall ESRI software components.

9. The Omega Group’s Customer Support Program includes software bug fixes and software enhancements for existing, unmodified applications. The Omega Group will contact the client to schedule updates to the application as they become available.

10. Omega software is dependent upon specific versions of 3rd party software applications. Upgrades to 3rd party software used to run Omega software will require a new version of Omega software to be installed to remain compatible. Upgrades to Omega software are only provided for products that have not reached the “mature” or “retired” phase of the product lifecycle. Full-version upgrades of Omega software in support of upgrading 3rd party applications are not covered under support and will require additional charges for time and materials. Please contact The Omega Group before planning any upgrade to supporting 3rd party software applications.

Remote Connectivity

1. Technical Support will be performed through a remote connection.
2. Omega recommends a VPN or Citrix’s GoToMyPC or GoToAssist for remote connections. Client must provide the necessary remote access details if a VPN is used.
3. If the client is unable to provide a high speed remote connection, a fee will be incurred based on the additional time required for troubleshooting the support request.

Support Hours

Technical support hours are Monday through Friday, from 7:00 AM to 5:30 PM Pacific. Technical support can be reached by calling (800) 228-1059 or by sending email to Support@theomegagroup.com. It is Omega’s intent to respond to all technical support inquiries within twenty-four (24) hours of receiving the request, during normal business hours.

Addendum to Omega Maintenance Program

The FireView Dashboard Application Support Plan is intended to provide product enhancements, bug fixes, and on-going software support for the original, unmodified configuration of any FireView Dashboard application.

This support plan includes the following:

- Diagnosis of Omega (Dashboard application) software issues
- Resolution of Omega (Dashboard application) software issues
- Diagnosis of configuration issues
- Resolution of configuration issues
- Omega Software Updates
  - Updates to Omega software functionality (as new product releases become available)
FIREVIEW® Dashboard

- Bug fixes to Omega software for known issues
- Version-compatibility upgrades to Omega software
- Limited Dashboard Designer & Administrator assistance
- Access to help & tutorial documentation
- Geography Layer Updates
  - Clients are entitled to two (2) geographic query (filter) layer updates annually
  - Clients are entitled to two (2) Operational Layer (geography only) updates annually
  - Geography layer updates are by client request when new data is made available
- Saved Query Updates
  - Clients are entitled to two (2) saved query updates annually
  - Saved Query updates are by client request when new query values are made available

This support plan is NOT intended to provide the following Omega Professional Services:
Upon completion of any FireView Dashboard application project, the following requests for service will incur an additional cost for time and materials:
- Changes to data fields, data schema, or import profiles required as a result of a change to or switch of source RMS/CAD database systems
- Lookup table updates that result in changes to the original FireView Dashboard application configuration
- Identify/Report Grid field changes
- Symbology legend changes
- Query layer changes or the addition of new query layers
- Re-import of historical data
- End-user support
- Dashboard Designer tasks (create, edit, & manage Dashboard content, Briefing Books, Pages, Widgets, Alerts, Queries on Demand, etc.)
- Administrator tasks (create, edit, & manage Dashboard logins & permissions)
- Training (End-User, Designer, or Administrator)
- Moving of a FireView Dashboard application (or single component of a FireView Dashboard application) to a new physical server (On-Premise Deployments Only)
- Restoring of a FireView Dashboard application (or single component of a FireView Dashboard application) after a catastrophic event (On-Premise Deployments Only)

1 “Software issues” include technical questions that are directly related to the Omega software application including error messages, unexpected behaviors, etc. “Software issues” do not include training-related questions.
2 Omega will troubleshoot and fix “software issues” that are completely diagnosed to be an issue with the FireView Dashboard application under this agreement. Issues that result from conflicts with any other software applications being installed alongside of a FireView Dashboard application on the same computer hardware are not covered under this support agreement. The Omega Group will not provide support unless the FireView Dashboard application remains in a dedicated environment. This support agreement does not cover the resolution of any issues that may arise with a FireView Dashboard application as a result of non-Omega personnel interfering with the configuration and/or operation of the application. Resolution of these issues is billable to the client for time and materials.
3 “Configuration issues” include questions that are directly related to the settings and configuration of the FireView Dashboard application. “Configuration issues” do not include training-related questions.
4 Omega will troubleshoot and fix any mis-configuration of the original FireView Dashboard application if it is shown to differ from the client’s original requirements for the application. The original requirements for the application must be shown in writing by the client to have preceded the completion date of the FireView Dashboard application project.
5 The Omega Group will develop upgrades to the FireView Dashboard application to remain compatible with the latest version of any supporting ESRI software applications. Until a supporting release of the FireView Dashboard application is completed by the Omega Group, the version of ESRI software must not be changed from the originally deployed version. If requested by the client, upgrades will be performed by The Omega Group for an additional charge for time and materials. Migrations to a newer Omega software product are not covered. Newer Omega software products may be purchased from The Omega Group.

6 Dashboard Designer, Administrator & End-User training can be purchased for an additional cost.

7 Geography layer updates are required to have an identical field schema to the original layer’s format. Changes to the schema require changing the application’s configuration and will incur an additional cost.

8 Saved query updates are limited to the saved queries groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.

9 The client’s Dashboard Designer and/or Administrator will serve as the first point of contact for all end-user support requests. For requests that cannot be resolved by the appointed client Dashboard Designer and/or Administrator, it is the responsibility of the client Dashboard Designer or Administrator to contact The Omega Group for technical support where appropriate.
Hosting Agreement

This Hosting Agreement ("Agreement") is entered into this _____ day of ____, 2014, to be ("Effective Date"), by and between Superstition Fire & Medical District ("Client"), with its principal place of business located at 565 N. Idaho Rd. Apache Junction, AZ 85119, and The Omega Group, Inc. ("Omega"), a California Corporation, with its principal place of business located at 5160 Carroll Canyon Road, San Diego, CA 92121.

1. **Services**

   1.1 Purpose. Omega agrees to host FireView Dashboard software and provide data import and export, monitoring, support, backup, technology upgrades, and training necessary for the Client’s productive use of such software in addition to all the services described in the FireView Dashboard Proposal ("Proposal"). Omega retains the right to perform work for others during the terms of this Agreement.

   1.2 Backup and Recovery of Client Data. Omega is responsible for storing a backup of the Client’s data no less than daily and for an orderly and timely recovery of its data in the event that the Services may be interrupted. Omega will not be responsible for the Client’s data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the Client’s data; (ii) protects against any anticipated threats or hazards to the security or integrity of the Client’s data; (iii) protects against unauthorized access to or use of the Client’s data; and (iv) ensures the proper disposal of the Client’s data.

   1.3 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of the Client.

   1.4 Change Order Procedure. The Client may make written requests for changes in the scope of the Services, and Omega shall notify the Client whether or not the change is feasible and any associated costs for the change. With written approval from the Client, Omega shall issue a change order for execution by both parties.

2. **Term and Termination.**

   2.1 Term. The term (the “Initial Term”) shall commence on the Effective Date and continue for 12 months thereafter. Following the Initial Term, the Service shall automatically renew for successive one year terms (each, a “Renewal Term”) until such time as Client provides Omega with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. “Term” shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.
2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party’s sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

2.3 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Client shall pay to Omega all undisputed amounts due and payable hereunder.

2.4 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party’s premises. In the case of Client Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Client Data within the possession of Omega. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. Non-Disclosure of Confidential Information
The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

3.1 Meaning of Confidential Information. For the purposes of this Agreement, the term “Confidential Information” shall mean all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked “confidential” or with words of similar meaning.


4.1 Pre-existing Materials. The Client acknowledges that, in the course of performing the Services, Omega may use software and related processes, instructions, methods, and techniques that have been previously developed by Omega and that same shall remain the sole and exclusive property of Omega.

4.2 The provisions of this Section shall survive the termination of this Agreement.
5. **Fees and Expenses.**

Client shall be responsible for and shall pay to Omega the fees as further described in the proposal, subject to the terms and conditions contained therein. Any sum due Omega for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days from Invoice Date by Client of an invoice from Omega.

5.1 **Billing Procedures.** Unless otherwise provided for under the quote, Omega shall bill to Client the sums due pursuant to the proposal by Omega’s invoice, which shall contain: (a) Client purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; and, (d) total amount due. Omega shall forward invoices in electronic copy format to: ________________________________.

5.2 **Late Payments.** Payments made by Client later than thirty (30) days from Invoice Date are subject to five (5%) interest on such payment.

5.3 **Fees.** In consideration of the services to be performed and delivered, Omega shall be entitled to compensation in the total amount of $24,235.00. The payment schedule consists of two (2) payments and is due as follows:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Fee</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Set up/ Training/ Travel</td>
<td>$18,380.00</td>
<td>Payment due upon project kick-off meeting</td>
</tr>
<tr>
<td>Subscription Fee for Year 1</td>
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<td>Payment due upon completion of Task 4, FireView Dashboard Application Deployment</td>
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</table>

5.4 **Additional Work.** The fees and charges for any follow-on or additional work not described in the proposal shall be performed at Omega’s current rates.

6. **Relationship between Omega and Client**

6.1 **Independent Contractor Status.** The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Omega or any employee or agent of Omega.

6.2 **Non-solicitation.** During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement, for any reason whatsoever, the parties covenant and agree not to hire or engage or attempt to hire or engage employees of the other party, except through advertisements directed to the general public or as expressly pre-approved by the other party.
6.3 Confidentiality. The parties agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior written consent of such disclosing party. The parties further agree to take the same care with the proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation of the parties shall survive beyond the effective termination date of this Agreement. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction.

6.4 Indemnification. Omega shall defend, indemnify and hold Client harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys’ fees and costs) arising out of or relating to personal injury or death to persons, including Omega’s employees, contractors, and agents or damage to personal or real property, including Client’s property, arising out of or in connection with Omega’s grossly negligent performance of this Agreement. Client agrees to give Omega prompt notice of any such claim, demand, or action and shall, to the extent Client is not adversely affected, cooperate fully with Omega in defense and settlement of said claim, demand, or action. However, Client agrees that Omega's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this Agreement.

6.5 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OMEGA DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.6 LIMITATION OF LIABILITY. OMEGA'S CUMULATIVE LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO OMEGA. OMEGA SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CLIENT IS RESPONSIBLE FOR BACKUP PRECAUTIONS. IN NO EVENT SHALL OMEGA BE LIABLE FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF OMEGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. OMEGA SHALL NOT BE LIABLE TO CLIENT FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND OMEGA'S CONTROL, INCLUDING, WITHOUT LIMITATION, CLIENT'S FAILURE TO FURNISH NECESSARY INFORMATION; SABOTAGE; FAILURE OR DELAYS IN TRANSPORTATION OR COMMUNICATION; FAILURES OR SUBSTITUTIONS OF EQUIPMENT; LABOR DISPUTES; ACCIDENTS; SHORTAGES OF LABOR, FUEL, RAW MATERIALS OR EQUIPMENT; OR TECHNICAL FAILURES. THIS LIMITATION UPON
7. **Miscellaneous**

7.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract executed, delivered, and performed solely in such State.

7.2 Insurance. To the extent that Omega's personnel may perform work at Client's premises, Omega shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least $1 million combined single limit for personal injury and property damage for each occurrence. Upon the request of Client, Omega shall provide Client with evidence satisfactory to Client of such insurance.

7.3 Remedies. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

7.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Superstition Fire & Medical District  
565 N. Idaho Rd.  
Apache Junction, AZ 85119  
Attn: Accounts Payable

The Omega Group  
5160 Carroll Canyon Road, Suite 100  
San Diego, CA 92121  
Attn: Accounts Receivable

7.5 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

7.6 Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of
this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7.7 Headings. The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

The Omega Group, Inc.,
San Diego, CA

Superstition Fire & Medical District,
Apache Junction, AZ

________________________________________
Name

________________________________________
Date

Title
Data Schema Addendum

The following data fields will be included within the standard offering of the FireView Dashboard. If these fields are not readily available within the RMS/CAD database, this information will not be included in the Dashboard. No substitutions will be made for other available fields unless identified in the sales process.

Incident Reports

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<th>FIELD NAME</th>
<th>REPORT GRID</th>
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GEO STATUS  30  Status  YES
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*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.
** Part of "Response Times" query group
*** If possible, created by using a formula to combine RMS/CAD fields into single Dashboard field

### Apparatus Reports

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<th>FIELD NAME</th>
<th>REPORT GRID</th>
<th>SAVED QUERY</th>
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*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.
** Part of "Response Times" query group

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Agenda Item Title:
Presentation and high level overview of the 2013/2014 Operational Plan.

Submitted By:
Fire Chief Paul Bourgeois

Background/Discussion:
At the September 17, 2014 Board Meeting (BOD #2014-09-08), the Board of Directors approved the timeline to complete the fire chief’s performance evaluation. This timeline included the presentation and high level overview of the 2013/2014 Operational Plan and achievements.

Recommended Motion:
N/A

Financial Impact/Budget Line Item:
N/A

Enclosure(s):
PowerPoint slides handout will be available at the board meeting.
Agenda Item: 6
BOD#: 2014-10-05

**Agenda Item Title:**
Review and possible discussion regarding fire chief pay range.

**Submitted By:**
Donna Aversa, Attorney for the SFMD

**Background/Discussion:**
This item is informational only.

Attached is a spreadsheet prepared by Assistant Chief Farber setting forth the current salary information for the fire chiefs from a combination of ten municipalities and fire districts. An average of the ten salaries is $152,026.88. Chief Bourgeois’ current salary is $140,000.00 which is approximately 8.59% below the average of the salaries in the survey.

Please let me know what additional information, and in what format, would be helpful to you as you prepare to evaluate the fire chief and later consider any adjustment to his contract.

**Financial Impact/Budget Line Item:**
N/A

**Recommended Motion:**
Informational only. No action requested.

**Enclosure(s):**
Spreadsheet – Fire Chief Market Survey
### Fire Chief Market Survey

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<td><strong>Superstition Fire &amp; Medical District</strong></td>
<td><strong>$140,000.00</strong></td>
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**Average Current Pay** $152,026.88

**Percent Below Average Current Pay** 8.59%

**Adjustment Needed to Reach Average Current Salary** $12,026.88
Governing Board Meeting – October 15, 2014
Agenda Item: 7
BOD#: 2014-10-06

Agenda Item Title:
Discussion and overview with the status of the CMS grant.

Submitted By:
Fire Chief Paul Bourgeois

Background/Discussion:
Firefighter/Paramedic Dave Pohlmann will give an overview of the progress of the CMS grant process.

Recommended Motion:
N/A

Financial Impact/Budget Line Item:
N/A

Enclosure(s):
N/A
Governing Board Meeting – October 15, 2014
Agenda Item: 8
BOD#: 2014-10-07

**Agenda Item Title:**
Review, discussion and possible action to enter into an agreement engaging special legal counsel for purposes of pursuing a Certificate of Necessity (CoN).

**Submitted By:**
Fire Chief Paul Bourgeois

**Background/Discussion:**
Recall at the September Board Meeting, staff asked for the board’s continued support in the Certificate of Necessity (CoN) process and the board directed the fire chief and staff to pursue a CoN. In continuing this process, staff is asking the board to determine it is in the district’s best interest to engage special legal counsel with appropriate experience in this area to represent the district in the CoN process.

Since the September Board Meeting, Chief Bourgeois and staff coordinated with the district’s attorney to identify attorneys with relevant experience. Chief Bourgeois and staff interviewed attorneys from two different firms and consulted with the district’s attorney regarding staff’s recommendation to the board. One of the attorneys interviewed is Kathy Steadman who the board previously approved to represent the district regarding a social security related issue.

Following extensive discussions of a variety of factors including experience, availability, cost, and billing practices among others, Chief Bourgeois, staff and the district’s attorney recommend the board engage Kathy Steadman, Coppersmith Brockelman PLC as special counsel for purposes of pursing a CoN.

**Recommended Motion:**
“Move that it is in the District’s best interests to engage special legal counsel to represent the District in pursuit of a CON;
Further move to engage Kathy Steadman of Hennelly & Steadman, PLC as special counsel for purposes of pursing a CON; and,
Further authorize the Chairperson to execute that firm’s representation agreement.”

**Financial Impact/Budget Line Item:**
The total cost is not known at this time, and is dependent on level of effort.
Mitigating circumstances that will keep the total cost at a minimum for the district include:

- SFMD internal resources will be performing as much of the compilation of data and schedules as possible.
- SFMD will be leveraging other organizations’ CoN applications for examples of content and format.
- Hiring of Kathy Steadman and the firm of Coppersmith Brockelman PLC who are recognized experts in the field.
- The fact that SFMD’s CoN application process is a “cooperative” effort rather than adversarial.

The budget in the following accounts will be used to pay for the legal fees associated with this effort as incurred:

100-10-61860-1/Legal Services (SFMD)
100-10-63120-10/General Contingency Account

**Enclosure(s):**
Representation letter will be provided upon receipt and review by the district’s attorney.
Agenda Item Title:
Discussion and possible approval of a Memorandum of Understanding (MOU) with Rural Metro and SFMD regarding the CoN process (to be provided at the board meeting).

Submitted By:
Fire Chief Paul Bourgeois

Background/Discussion:
Recall at the September Board Meeting, Firefighter/Paramedic Dave Pohlmann discussed Rural Metro’s/SFMD cooperative ambulance response concept. Included in the discussion were several key points including Rural Metro’s support for our district obtaining a CoN.

The MOU includes topics that both parties have agreed upon and will uphold.

Recommended Motion:
“Move to enter into a Memorandum of Understanding with the Rural Metro Cooperation in regards to obtaining a CoN and the cooperative ambulance response model.”

Financial Impact/Budget Line Item:
N/A

Enclosure(s):
Will be available at the Board Meeting.
Governing Board Meeting – October 15, 2014  
Agenda Item: 10  
BOD#: 2014-10-09

**Agenda Item Title:**  
Discussion and overview of the current status of the application for a Certificate of Necessity (CoN).

**Submitted By:**  
Fire Chief Paul Bourgeois

**Background/Discussion:**  
Firefighter/Paramedic Dave Pohlmann will discuss the current status of the application for a Certificate of Necessity (CoN).

**Recommended Motion:**  
N/A

**Financial Impact/Budget Line Item:**  
N/A

**Enclosure(s):**  
N/A
**Governing Board Meeting – October 15, 2014**

**Agenda Item: 11**  
**BOD#: 2014-10-10**

**Agenda Item Title:**  
Chief’s Report

**Background / Discussion:**  
This item is for the fire chief to share information with the board of any variety 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 September.

**Governing Board Meeting – October 15, 2014**

**Agenda Item: 12**  
**BOD#: 2014-10-n/a**

**Agenda Item Title:**  
Announcements

**Background / Discussion:**  
The BOD and/or staff may share information at this time.

**Governing Board Meeting – October 15, 2014**

**Agenda Item: 13**  
**BOD#: 2014-10-11**

**Agenda Item Title:**  
Adjournment

**Recommended Motion:**  
"Motion to adjourn the board meeting."
Superstition Fire & Medical District
September 2014 - Monthly Report

Average Travel Time

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<th>Urban</th>
<th>Suburban</th>
<th>Rural</th>
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Dispatches by Unit

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Population Density Definitions

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

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

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

**Rural**
An area with a population density of 0-1,000 people per square mile. 67%
### Community Services & Activities

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<td>School - Pub Ed Classes</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Smoke Alarms Placed</td>
<td>14</td>
<td>46</td>
</tr>
</tbody>
</table>

### Injury Report

<table>
<thead>
<tr>
<th>Description</th>
<th>Sept 2014</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Injuries</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Exposures</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sharps</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

### Training Hours Categories

- **Fire Operations**, 741, 46.9%
- **EMS**, 150, 9.5%
- **Driver/Operator**, 92, 5.8%
- **Administrative**, 112, 7.1%
- **Wildland**, 36, 2.3%
- **Physical Fitness**, 373, 23.6%
- **Fire Prevention/Public Education**, 44, 2.8%
- **TRT**, 33, 2.1%

### Notes

- Structure Fire in Dolce Vita at Goldfield Rd. and US-60 with SFMD and MFMD units
- Wall Fire near Geronimo Rd. and Broadway Ave. with SFMD and MFMD units