

Superstition Fire and Medical District

Board of Directors

November 18, 2015



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

Superstition Fire & Medical District Governing Board Meeting Agenda

PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday November 18, 2015**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

AGENDA:

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. Review and approval of the October 2015 financial reports and bank reconciliations. **(BOD #2015-11-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2015-11-02)**
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below: **(BOD #2015-11-03)**
 - a) Board Meeting Minutes from October 21, 2015
 - b) Purchase of equipment to upgrade and enhance the G2 alerting system at Fire Stations 261 & 264.
 - c) Amended and restated Intergovernmental Agreement with Topaz Regional Wireless Cooperative (TRWC).
5. Discussion and possible approval of the Pinal County Letter Line of Credit – Letter of Declaration. **(BOD #2015-11-04)**
6. Discussion and possible adoption of Resolution 2015-10: Defining Volunteer “Compensation” for Clerical Volunteers for the purpose of establishing worker’s compensation premiums. **(BOD #2015-11-05)**
7. Discussion and possible action regarding state land annexations and adoption of Resolution 2015-11: Annexing State Land. **(BOD #2015-11-06)**
8. Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief’s performance evaluation **(BOD #2015-11-07)**
 - a) Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.
 - b) Note that executive sessions are confidential pursuant to ARS §38-431.03(C).
9. Discussion and possible action concerning an amendment to the Fire Chief’s Evaluation Process Policy. **(BOD #2015-11-08)**
10. Discussion and possible action regarding the fire chief’s annual performance evaluation. **(BOD #2015-11-09)**
11. Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice with the attorney of public body. **(BOD #2015-11-10)**
 - a) Note that executive sessions are confidential pursuant to ARS §38-431.03(C)
12. Discussion, update, and possible action on the lease/purchase agreement with the Apache Junction Unified School District (AJUSD) regarding Thunder Mountain Middle School. **(BOD #2015-11-11)**



13. Discussion and update of the CCU program and Transportation Operations implementation. **(BOD #2015-11-12)**
14. Senior Leadership Team Reports **(BOD #2015-11-13)**
 - a) Fire Chief
 - b) Emergency Services
 - c) Technical & Community Services
 - d) Administrative Services
 - e) Financial Services
15. Announcements **(BOD #2015-11-n/a)**
16. Adjourn **(BOD #2015-11-14)**

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

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

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

Posted on November 12, 2015

At: 1800 hours

By: Jasmin Jones

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



Governing Board Meeting – November 18, 2015

Agenda Item: 1

BOD#: 2015-11-01

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

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

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

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the district's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire district maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the district's Fund Cash Accounts (General (100), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the district.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

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

*Financials provided under separate cover

Recommended Motion:

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



Go To Item 2

Go to Agenda

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

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

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

Jeff Cross, Board Chairman

Date



Governing Board Meeting – November 18, 2015

Agenda Item: 2

BOD#: 2015-11-02

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.

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

15 Years of Service
Firefighter July Ritschel

November Service Anniversaries:

9 Years of Service
Software Administrator & IT Specialist Lauren Daniel
3 Years of Service
Fire Chief Paul Bourgeois
2 Years of Service
Account Clerk Specialist Jennifer Burke



Go to Item 3

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 3

BOD#: 2015-11-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None



Go to Item 4

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 4

BOD#: 2015-11-03

Agenda Item Title:

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

- a) Board Meeting Minutes from October 21, 2015 – **Appendix A**
- b) Purchase of equipment to upgrade and enhance the G2 alerting system for Fire Stations 261 & 264. – **Appendix B**
- c) Amended and restated Intergovernmental Agreement with Topaz Regional Wireless Cooperative (TRWC) – **Appendix C**

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for November 18, 2015.”



Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 5

BOD#: 2015-11-04

Agenda Item Title:

Discussion and possible approval of the Pinal County Letter Line of Credit – Letter of Declaration

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

This Line of Credit – Letter of Declaration is for districts that will be issuing less than \$10 million in tax exempt debt during the calendar year, and is required by Pinal County’s servicing bank and the IRS. If the letter is not returned or a district will be issuing more than \$10 million in tax exempt debt, it will be charged a higher rate of interest when borrowing against the line of credit.

Financial Impact:

N/A

Enclosure(s):

Letter of Declaration Form

Recommended Motion:

“Motion to approve the Pinal County Line of Credit Letter of Declaration for 2016”



Go to Item 6

Go to Agenda

LETTER OF DECLARATION

In compliance with the Tax Reform Act of 1986, the Governing Board (the "Governing Board") of the **SUPERSTITION FIRE & MED** (the "Borrower") hereby requests that Wells Fargo Bank, National Association ("Wells Fargo") to issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. The line of credit is designated as qualified tax-exempt obligations pursuant to Section 265 of the Internal Revenue Code of 1986.

We are reasonably sure that the **SUPERSTITION FIRE & MEDICAL DISTRICT**

Will issue LESS than \$10 million in total debt during the 2016 calendar year.

Will issue MORE than \$10 million in total debt during the 2016 calendar year.

Such debt will include all tax-exempt bonds, lease-purchase agreements, registered warrants, and any other form of tax-exempt debt.

By executing this Letter of Declaration, the Governing Board hereby acknowledges and agrees to annually file I.R.S. Form 8038 G or 8038 GC, as applicable (or any successor form or forms the I.R.S. may require), pertaining to the Credit Line not later than the 15th day of the 2nd calendar month after the close of the calendar quarter in which the first Advance is made to Borrower under the Credit Line, and to forward a copy thereof to Wells Fargo immediately upon request.

Sincerely,

Member

Member

Member

Member

Member

Member

Done at a Legally Convened Board Meeting this ____ day of _____, 2015 or if no such Board Meeting was held, the Governing Board shall attach a copy of the Minutes and Agenda pursuant to which the President and Members signing above were elected or appointed to their respective offices.

When complete please mail original to:

**Pinal County Treasurer
PO Box 729
Florence, AZ 85132**

Governing Board Meeting – November 18, 2015

Agenda Item: 6

BOD#: 2015-11-05

Agenda Item Title:

Discussion and possible approval of Resolution 2015-10: To Define Volunteer “Compensation” – for clerical volunteers for the purpose of establishing worker’s compensation premiums.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

CopperPoint is the District’s provider of worker’s compensation insurance. In order to determine or “define” the compensation for volunteers to be used in calculating the District’s worker’s compensation cost for the clerical volunteers who are helping the District, CopperPoint is requiring the Governing Board pass a resolution defining the volunteers “assume” monthly compensation.

Absent the approval of this resolution, CopperPoint will assume the monthly compensation for the District’s clerical volunteers to be equal to the compensation of a starting firefighter.

Staff is recommending that the Governing Board consider approving Resolution 2015-10 defining the assumed monthly compensation for the District’s clerical volunteers to be equal to \$400 per month.

Staff Recommendation:

Staff recommends approval of Resolution 2015-10

Financial Impact:

Worker’s compensation premium savings of approximately \$477.00 per year per volunteer.

Enclosure(s):

Resolution 2015-10

Recommended Motion:

“Motion to adopt Resolution 2015-10: Defining Volunteer Compensation.”



Go to Item 7

Go to Agenda

**RESOLUTION 2015-10
SUPERSTITION FIRE AND MEDICAL DISTRICT
SFMD VOLUNTEER COMPENSATION**

The Superstition Fire & Medical District adopts the following Resolution for the purpose of determining wages for worker's compensation insurance premium payments and compensation benefits for regular members of the fire district organized pursuant to Arizona Revised Statutes title 48, chapter 5, article 1, or organized pursuant to title 10, chapters 24 through 40, regular members of any private fire protection service organization, volunteer firefighters or volunteer policeman of these departments or organizations.

WHEREAS if there are no salaried full time volunteer firefighter and volunteer policeman of the foregoing departments or organizations, ARS §23-901(6)(d) states that volunteer workers of cities and towns "may be deemed to be employees" and entitled to workers' compensation benefits "upon the passage of a resolution or ordinance by the political subdivision defining the nature and type of volunteer work and workers to be entitled to such benefits." Since volunteers do not have wages upon which to determine indemnity benefits or an appropriate workers' compensation insurance premium, the statute also states that these will both be based on a fictitious salary of \$400 per month. However, cities and towns are allowed to set this fictitious salary at a higher amount, as long as it is clearly stated in their resolution or ordinance concerning volunteer workers.

NOW THEREFORE, the Superstition Fire & Medical District resolves as follows:

1. That the basis for computation of worker's compensation insurance premium payments and benefits for a volunteer clerical worker shall be \$400.00 per month.

That this Resolution is passed, adopted and approved by the Superstition Fire & Medical District on November 18, 2015.

Jeff Cross, Chairperson

Gene Gehrt, Board Clerk

Todd House, Board Director

Charlie Fox, Board Director

Jason Moeller, Board Director

Governing Board Meeting – November 18, 2015

Agenda Item: 7

BOD#: 2015-11-06

Agenda Item Title:

Discussion and possible action regarding state land annexations and adoption of Resolution 2015-11: Annexing State Land.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

In accordance with ARS Title 48-262, the Superstition Fire & Medical District submitted correspondence and annexation maps to the State Land Department requesting the Annexation of nearly 100 (93.5) square miles of uninhabited State Land on Monday, November 2, 2015. The acquisition of the State Land will be advantageous in the following conducts:

1. It provides a contiguous line between the SFMD and Johnson Ranch area.
2. Provides for future growth of the District.
3. Could stimulate economic development by having fire protection in place so developers can realize insurance savings

The steps in annexation:

1. State Land approves annexation request.
2. The SFMD BOD will vote to Annex said property after approval from State Land.
3. SFMD personnel will go to the County Recorder's Office and record the new SFMD boundaries.
4. A letter will be sent with the legal description to the Department of Revenue on the new boundaries.

Staff Recommendation:

Adoption of Resolution 2015-11: Annexing State Land

Financial Impact:

N/A

Enclosure(s):

Resolution 2015-11: Annexing State Land – Available at Board Meeting

Recommended Motion:

"TBD"



Go to Item 8

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 8

BOD#: 2015-11-07

Agenda Item Title:

Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation.

- a. Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.
- b. Note that executive sessions are confidential pursuant to ARS §38-431.03(C).

Submitted By:

Donna Aversa

Background/Discussion:

N/A

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

"Motion to go into Executive Session pursuant to ARS §38-431.03(A)(1) at (time) for personnel matters regarding the fire chief's performance evaluation."



Go to Item 9

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 9

BOD#: 2015-11-08

Agenda Item Title:

Discussion and possible action concerning an amendment to the Fire Chief's Evaluation Process Policy.

Submitted By:

Board Clerk Gene Gehrt

Background/Discussion:

Today our Fire Chief's annual evaluation process is totally subjective. Nothing is quantitative or measurable.

We all know we have a great Fire Chief. He's expected to have great business acumen which he has. He is expected to have great planning skills, which he has as illustrated by SFMD's Strategic Plan and annual Operational Plans. He doesn't have to be nor should he be a Human Resource Manager nor Finance Manager. Our Fire Chief has surrounded himself with great people who are demonstrated experts in those respective fields. We also know our Fire Chief has demonstrated to us that he is a great communicator and leader.

But all of this is our opinion as Board members. In business, opinions are just that, opinions formed on differing views and criteria. CEOs of corporations are not evaluated on traits and skills like those we are using. At that level those are expected. CEOs are evaluated on RESULTS!

Consider that as Board members, we are comparable to the board of a corporation with a 20 million dollar (mostly tax generated) annual budget. Our Fire Chief is Our CEO and our taxpayers are our investors, shareholders and owners.

My suggestion is:

- 1. Utilize SFMD's Strategic Plan with a primary focus on SFMD's Annual Operational Plan as a true measuring stick.**

The Operational Plan is results (desired outcome) driven. Currently we do not acknowledge, recognize or report any progress or accomplishment of the Desired Outcomes of the plan. The Board as the responsible governing party should annually adopt both the updated Strategic Plan and the Operational Plan establishing the Desired Outcomes as the Measurements on which Our Chief is to be evaluated.

All SFMD's Strategic initiatives with their sub initiatives have defined **Desired Outcomes, 2015-16 has 35.**

- 2. Revise the Board's Fire Chief Evaluation Process Policy to utilize SFMD's Annual Operations Plan as the MEASURING STICK for Our Chief's performance beginning with fiscal year 2015-16.**

Everything in the District is driven by the FISCAL YEAR (July 1 thru June 30) with the exception of hiring anniversary dates. The Fire Chief's annual evaluation is also based on his calendar year anniversary of Nov. 1.



Go to Item 10

Go to Agenda

3. **Move his annual evaluation date to Sept. 1 so that his evaluation can be based on the prior fiscal year (July 1 thru June 30) results, making his annual evaluation results driven rather than subjective like it is today.**

His annual evaluation would be based on his accomplishments of the last fiscal year operational plan strategic initiatives by comparing the plans Desired Outcomes to the Actual Outcomes (Tangible Measurements). His annual evaluation should also include previous year-end budget results which are also measurable and an area for Unplanned Achievements and Accomplishments.

If we truly want to accomplish our vision of being the Premier Fire District in the state of Arizona we must think out of the box and start treating our Fire Chief as the CEO he is. His job is not to fight fires. His job is to run a Public Service Organization with a 20 million dollar mostly tax generated annual budget whose mission is to Preserve Life, Protect Property and to Add Value to the Community we serve in a Responsive, Innovative and Professional way.

Staff Recommendation:

With this in mind, I have enclosed the Board's Fire Chief Evaluation Process Policy (adopted September 2014) and consider possible amendments to the policy

Financial Impact:

N/A

Enclosure(s):

Fire Chief Evaluation Process Policy


Recommended Motion:

"TBD"



Go to Item 10

Go to Agenda

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

Purpose

Establishes policy and procedure for the fire chief evaluation process.

Policy

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

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

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

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

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

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

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

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

Governing Board Meeting – November 18, 2015

Agenda Item: 10

BOD#: 2015-11-09

Agenda Item Title:

Discussion and possible action regarding the fire chief's annual performance evaluation.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The fire chief's three year performance evaluation is due for period November 1, 2014 through October 31, 2015. The Board of Directors will discuss the fire chief's performance.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



Go to Item 11

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 11

BOD#: 2015-11-10

Agenda Item Title:

Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice with the attorney of the public body.

- a. Note that executive sessions are confidential pursuant to ARS §38-431.03(C)

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

“Motion to go into Executive Session pursuant to ARS §38-431.03(A)(3) at (time) for legal advice from the attorney of the public body.”



Go to Item 12

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 12

BOD#: 2015-11-11

Agenda Item Title:

Discussion, update and possible action on the lease/purchase agreement with the Apache Junction Unified School District (AJUSD) regarding Thunder Mountain Middle School.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

The Fire Chief is charged to take the proposal forward to make amicable arrangement AJUSD.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

"TBD"



Go to Item 13

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 13

BOD#: 2015-11-12

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

“N/A”



Go to Item 14

Go to Agenda

Governing Board Meeting – November 18, 2015

Agenda Item: 14

BOD#: 2015-11-13

Agenda Item Title:

Senior Leadership Team Reports

- a. Fire Chief
- b. Emergency Services
- c. Technical & Community Services
- d. Administrative Services
- e. Financial Services

Background / Discussion:

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

- Statistical Reports for October 2015

Governing Board Meeting – November 18, 2015

Agenda Item: 15

BOD#: 2015-11-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – November 18, 2015

Agenda Item: 16

BOD#: 2015-11-14

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



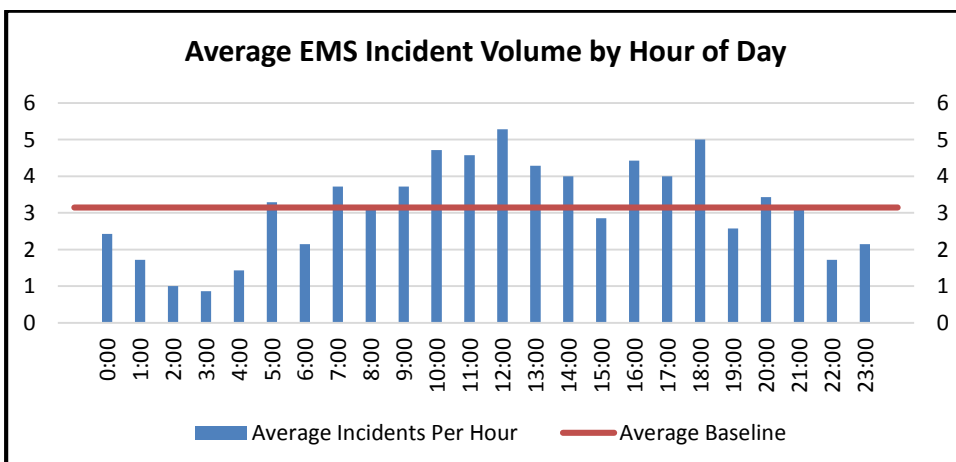
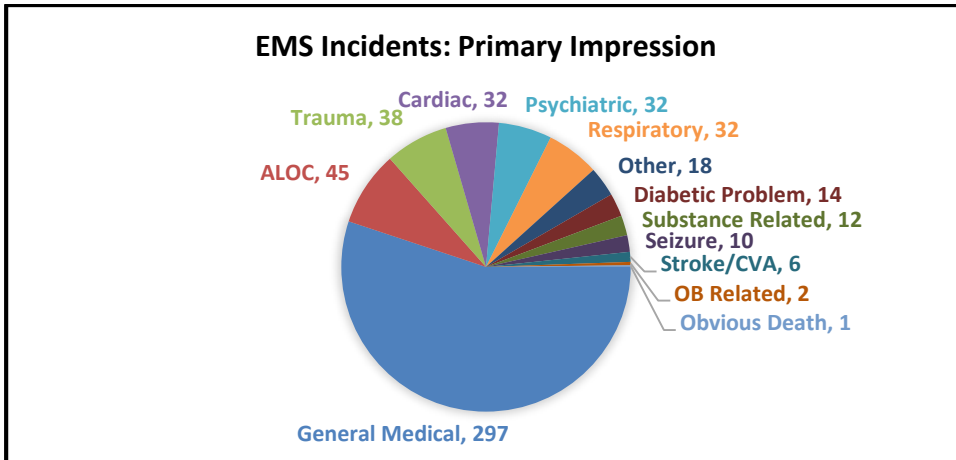
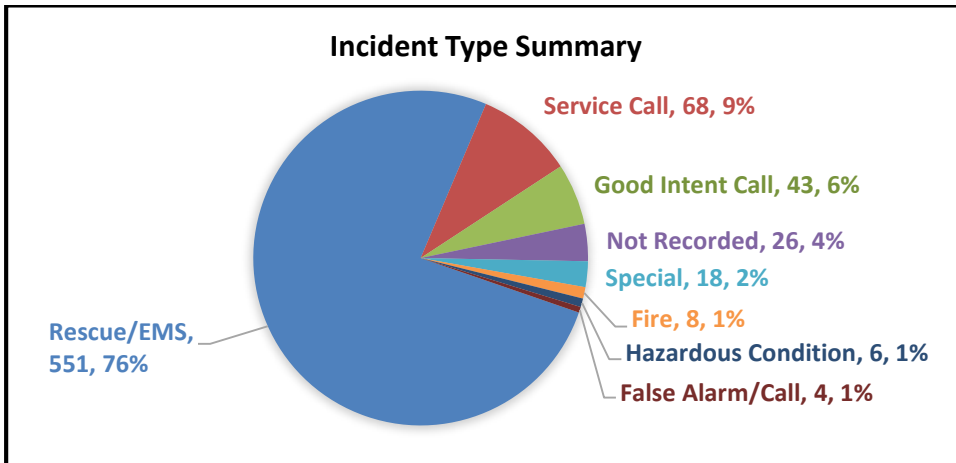
Go to Agenda

Go To Statistical Reports

Superstition Fire & Medical District October 2015 - Monthly Report

Average Travel Time				
	Metro	Urban	Suburban	Rural
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	4:43	4:50	5:16	6:12
Average Travel Time District Wide	5:03			

Dispatches by Unit		
Unit	Dispatches	Fiscal YTD
B261	23	76
E261	227	924
E262	92	338
L263	279	1102
L264	83	324
E265	46	148
CCU263	79	393
TRV263	0	2
U262	0	9
BR262	8	18
BR263	3	9
BR265	4	16
RH264	5	19



Population Density Definitions

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

Superstition Fire & Medical District October 2015 - Operational Report

Community Services & Activities

Description	Oct 2015	Fiscal YTD
Blood Pressure Check Events	10	33
Car Seats Installed/Placed	10	33
CCR Demonstrations	4	15
CCR Demo Students	193	369
Community Events/Festivals	10	19
Community PSAs Produced	0	2
CPR & 1st Aid Classes	1	5
CPR & 1st Aid Students	8	28
CPR & AED Classes	6	23
CPR & AED Students	28	101
Fire Investigations	0	3
Fire Station Tours	2	4
Inspections - Business	10	44
Inspections - Specialty/Complaint	20	56
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	0	0
Neighborhood Canvass - Post-Fire	0	1
Plan Reviews	28	68
Safety Classes - Fire & Water	1	8
School - Fire Drills	0	3
School - Pub Ed Classes	0	0
Smoke Alarms Placed	23	48

Injury Report

	Oct 2015	Fiscal YTD
Injuries	0	3
Exposures	0	0
Sharps	0	0

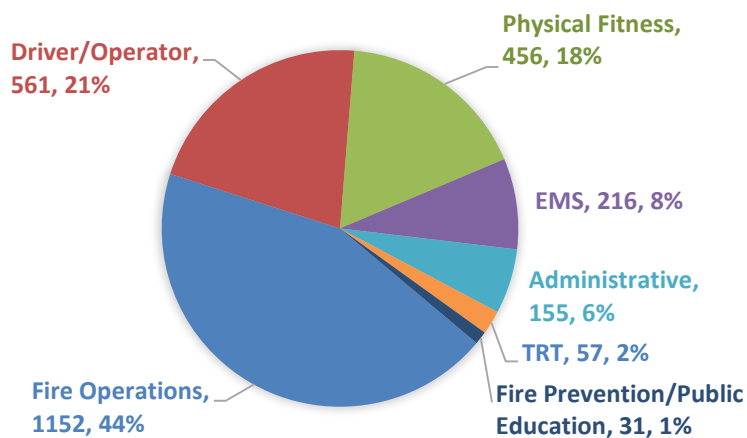


L264 C Shift working with the recruits at the Regional Training Academy.



Cardiac Screening event with the Anthony Bates Foundation on Oct. 24.

Training Hours Categories



2015 Fire Prevention Festival at Gold Canyon Bashas'.

Appendix A

a) Board Meeting Minutes from October 21, 2015

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of October 21, 2015 board meeting minutes.

Enclosure(s):

October 21, 2015 Board Meeting Minutes



Go to Appendix B

Go to Agenda



**Governing Board Meeting Minutes
 October 21, 2015**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, OCTOBER 21, 2015. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

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

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

Executive Assistant acting as Board Secretary Jasmin Jones was also present for the meeting. Legal Counsel Donna Aversa was absent from the meeting.

Item 1: *Review and approval of the September 2015 financial reports and bank reconciliations. (BOD #2015-10-01)*

Motion by Director House to approve the September 2015 financial reports and reconciliations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2015-10-02)*

Fire Chief Paul Bourgeois recognized Acting Assistant Chief Brett Broman for being accepted into the prestigious Executive Fire Officer Program.

The Senior Leadership Team recognized Randy VandeKrol, Mark Blackstone, and Rob VandeKrol for their participation in the Large Animal Rescue Regional Training.

Chairman Cross read the list of the following October Service Anniversaries

Battalion Safety Officer / Medic Jeremy Rocha	16 Years
Fire Captain / Medic Craig Horvath	16 Years
Firefighter / Medic Dave Pohlmann	16 Years
Firefighter / Medic Sammy Ramirez	8 Years
Firefighter / Medic John Walka	8 Years
Firefighter Chris Robson	8 Years
Firefighter Jason Chapman	1 Year
Firefighter Sean Matuszewski	1 Year
Firefighter Jay Nelson	1 Year

Firefighter Casey Schreiner	1 Year
Firefighter Josiah Stiglitz	1 Year
Firefighter Andrew Tryon	1 Year
Firefighter Colt Weddell	1 Year
Firefighter Travis Yates	1 Year

Item 3: *Call to the Public. (BOD #2015-10-n/a)*
None

Item 4: *Consideration and possible approval of all consent agenda items listed below: (BOD #2015-10-03)*

- a) *Board Meeting Minutes from September 16, 2015*
- b) *Executive Session Board Meeting Minutes from September 16, 2015*
- c) *Special Board Meeting Minutes from September 30, 2015*
- d) *Grant Pass through Agreement between the City of Apache Junction and SFMD*

Motion by Clerk Gehrt to approve consent agenda items for October 21, 2015. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Discussion and update on the lease/purchase agreement with the Apache Junction Unified School District (AJUSD) regarding Thunder Mountain Middle School. (BOD #2015-10-04)*

Fire Chief Paul Bourgeois gave a brief update on the status of the lease/purchase agreement with AJUSD.

- Purchase will include the structures only, the property is owned by BLM and will need to be leased to our district once we take possession of the facility.
- Our approach is to purchase the facility over a 20 year period.
- Accepting the structure “as is” or requiring AJUSD to bring all components to “working order” is still being negotiated.
- Donna Aversa is working to review and finalize the Lease/Purchase document.

Clerk Gehrt asked Staff to look at how long our current lease has been extended for.

Item 6: *Discussion and possible approval of changes to signature authority regarding the District’s Wells Fargo bank accounts. (BOD #2015-10-05)*

Finance Director Roger Wood explained to the board that a new account needed to be set up for the Transportation Lockbox, to receive check payments and correspondence related to the district’s upcoming ground transport activity. Mr. Wood also stated the signature cards needed to be updated showing Mr. Jason Moeller as an authorized signature.

Motion by Director House to approve the changes to the authorized signatories on the District’s Wells Fargo bank accounts including adding Director Jason Moeller, removing former Director Barbara Cobb, and adding Finance Director Roger Wood for emergency check signing purposes. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Discussion and possible approval of a new Pinal County Treasurer’s bank (G/L) account for Transport Services activity and adoption of Resolution 2015-08: Establishing of New Fund – Ground Transport Fund. (BOD #2015-10-06)*

Finance Director Roger Wood explained that in order to support the Transport Services operations, Staff recommends that a new Pinal County Treasurer’s Office (PCT) bank account be established. This will allow the segregation of Transport Services revenues and expense in a

stand-alone bank account which will provide greater transparency of monthly and fiscal year results.

Motion by Clerk Gehrt to approve a new Pinal County Treasurer's Office bank account for Transport Services activity and adoption of Resolution 2015-08 to establish the account. Seconded by Director Moeller.

Vote 5 ayes, 0 nays. Motion passed.

Item 8: *Discussion and possible approval of the removal of accounts receivable on record in the District's general ledger due to significant aging and being deemed uncollectible. (BOD #2015-10-07)*

Finance Director Roger Wood explained to the board all reasonable collection efforts have been exhausted related to the four receivable balances:

- \$91.07 January 4, 2010
- \$38.45 July 1, 2012
- \$43.18 October 1, 2012
- \$132.54 August 21, 2014

Mr. Wood went on to explain that while uncollectible accounts may be written off the District's financial records and are no longer recognized as collectible receivables for financial reporting purposes, the legal obligation to pay the debt remains valid until collected or the statute of limitations expires. The District will recognize the income should these receivables be paid in future months.

Director House requested to have uncollectible items removed from the GL sooner in the future.

Motion by Director Moeller to approve the write-off of four (4) account receivable balances totaling \$305.24 from the District's general ledger. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 9: *Consideration and approval of assigned authorized and delegated authority to the District's Fire Chief and other members of Staff for the purpose of signing Medicare related documents and adoption of Resolution 2015-09: Recognizing Authorized Signatures for Medicare. (BOD #2015-10-08)*

Assistant Chief Mike Farber stated in order to facilitate the District's Medicare application, the Board must officially designate an authorized individual as well as delegated individuals who have the authority to act on behalf of the District in matters between Medicare and the District. He went on to say that Staff recommends the authorized individual be Fire Chief Paul Bourgeois and the delegated individuals be Assistant Chief Mike Farber and Finance Director Roger Wood.

Motion by Director House to authorize Fire Chief Paul Bourgeois as the Authorized Individual, and Assistant Chief Mike Farber and Finance Director Roger Wood the delegated individuals for the District in all matters related to the District's Medicare application and on-going matters and to adopt Resolution 2015-09: Recognizing Authorized Signatures for Medicare. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 10: *Discussion and update concerning the Fire Chief Evaluation process and timeline. (BOD #2015-10-09)*

Human Resource Generalist Donny Le gave a brief update to the Board regarding the timeline on the Fire Chief Evaluation process. He asked that if members of the board would like to meet with Chief Bourgeois before the next board meeting to please make an appointment with Executive Assistant Jasmin Jones.

Item 11: *Discussion and update of the CCU program and Rescue Operations implementation. (BOD #2015-10-10)*

Assistant Chief Jerome Schirmer provided the Board a handout that included numbers and corresponding information regarding CCU transports.

Chief Schirmer gave a brief update on the Medic Operations (formerly the Rescue Operations) implementation. He stated the FF Dave Pohlmann and Transportation Services Manager Billy Warren are hard at work and on schedule to have the operation on the road January 1, 2016.

Item 12: *Chief's Report. (BOD# 2015-10-11)*

➤ **Legislation**

- Seven out of ten fire districts statewide have less than \$50,000 in available property tax capacity under the maximum allowable levy limit.
- 70 districts have tax rates of \$3.00 or above.
- 48 districts are at the tax cap, with no additional tax levy available.
- Study Committee meets on October 22, 2015

➤ **Wildland Billing**

- Grizzly Complex Fire - \$65,848.88
- Bendire Complex Fire - \$54,931.86
- Kearny Fire - \$41,662.38
- Mad River Complex Fire - \$166,150.86
- Rough Complex Fire - \$147,313.08
- Fork Complex Fire - \$22,692.91
- Bear Lake Complex Fire - \$13,682.91

➤ **ISO Audit**

- ISO was on-site October 8, 2015
- Will receive our updated rate on or before February 2016
- Areas that have improved since the last audit in 2004
 - Water Supply
 - Painting Hydrants
 - Training Records
 - Manpower
 - Station 265
 - Tender Shuttle
 - 2015 Fire Code Adoption
 - Fire Prevention Practices
 - New Apparatus

➤ **HR – Hiring**

- 3 Firefighters
- 1 Fire Mechanic
- 12 FT EMTs/Paramedics
- 30 PT EMTs/Paramedics

➤ **2015 Fire Prevention Festival**

- 500 attendees
- 87 people learned Hands Only CPR

Item 13: *Announcements (BOD# 2015-10-n/a)*

N/A

Item 13: *Adjourn (BOD# 2015-10-12)*

Motion by Director House at 6:27 p.m. to adjourn the meeting. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Purchase of equipment to upgrade and enhance the G2 alerting system at Fire Stations 261 & 264.

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

This item is for the purchase of new equipment to upgrade the current G2 Fire Station Alerting System for Fire Stations 261 and 264. The G2 Fire Station Alerting System's notify the crews that they have an emergency call through audio tones and visual lighting and messages. Our contract dispatch service provider, the City of Mesa Fire and Medical Department has chosen the Phoenix G2 Fire Station Alerting System as the system of choice for consistency within the East Valley Auto Aid Consortium. In order to be compliant with the Mesa Regional Dispatch Center (MRDC) all agencies dispatched by the MRDC changed to this system in 2011.

This purchase will allow these stations to be upgraded with new equipment to allow for multiple units to be toned out independent of one-another with the greatest amount of facility flexibility available. Currently, only a difference of tones in certain rooms exists. With the new equipment, there will be dynamic flexibility in every room to determine what unit tones will be received and the new equipment will enhance the 'Heart Saver' effect that is desirable for firefighter health and wellness. This new equipment will be critical to the deployment of additional units related to the CMS grant, and the SFMD Medic units soon to be assigned to these stations.

The Mesa Communications Division will be the installing party on SFMD's behalf.

Financial Impact/Budget Line Item:

\$35,358 + tax / 200-70-72510-15

Staff Recommendation:

Staff recommends the approval of the planned expenditure in an amount not to exceed **\$35,358.00 plus tax**. The Phoenix G2 fire station alerting system is a proprietary system and is only available through US Digital Designs, Inc. (USDD)

This expenditure is considered a 'sole-source' purchase from USDD.

Enclosure(s):

USDD Quote



Go to Appendix C

Go to Agenda

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Superstition Fire & Medical District
(formerly Apache Junction)

Project:

Fire Station Alerting System

Component Order

Proposal number:

SFMD023

Revision #

1

Quote Date:

19-Oct-2015

Quote Expires:

16-Apr-2016

FOR FINAL INSTALLATION CONTACT:

NOT INCLUDED

By Others

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

This Proposal is subject to corrections due to Errors or Omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 10/19/2015
Expires: 4/16/2016

Quote SUBMITTED TO:

Superstition Fire & Medical District
Fire Station Alerting System

REF PROPOSAL

SFMD023 v1

Station-Level Equipment/Services

Fire Station

Component Order

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
------	------	-----	-----	-------------	----------	------	-----

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	0	G2 ATX STATION CONTROLLER	ATX	\$ -	\$ -
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	1	ATX EXPANSION KIT	ATX-EXP	\$ 5,994.00	\$ 5,994.00
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	0	G2 VOICEALERT - Single Station License	VA	\$ -	\$ -

PERIPHERAL OPTIONS

9	Ea	USDD	12	G2 ROOM REMOTE Module	RR	\$ 1,650.00	\$ 19,800.00
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	0	G2 MESSAGE REMOTE Module	MR	\$ -	\$ -
13	Ea	USDD	2	G2 SIGN REMOTE Module	SR	\$ 525.00	\$ 1,050.00
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN , Digital LED (GammaSign)	MS-G	\$ -	\$ -
16	Ea	USDD	2	MESSAGE SIGN , Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 648.00
17	Ea	USDD	0	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ -	\$ -
18	Ea	USDD	0	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ -	\$ -
19	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
20	Ea	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ -	\$ -
21	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
22	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
23	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ -	\$ -
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	0	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ -	\$ -
30	Ea	Bogn	0	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ -	\$ -
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	27	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ 270.00	\$ 7,290.00
33	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ -	\$ -
34	Ea	TIC	12	Transformer, 8ohm to 70V, External	XFMR	\$ 48.00	\$ 576.00
35	Ea	TBD	0	ATX UPS, Standard	UPS-STD	\$ -	\$ -

36	Ea	USDD	0	Fan, ATX Chassis - Standard, 80x25mm, 24V	ATX-FAN-S	\$	-	\$	-
----	----	------	---	---	-----------	----	---	----	---

STATION-LEVEL SERVICES

37	Ea	USDD	0	Station Installation (TBD/Pending)	ST-INST	\$	-	\$	-
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$	-	\$	-
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$	-	\$	-
40	Ea	USDD	0	Station Configuration & Start-Up	ST-SU	\$	-	\$	-
41	Ea	USDD	0	Station Project Management	ST-PM	\$	-	\$	-
42	Ea	USDD	0	Station Engineering / Design Services	ST-ES	\$	-	\$	-
43	Ea	USDD	0	Station Documentation	ST-DM	\$	-	\$	-
44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$	-	\$	-
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$	-	\$	-
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$	-	\$	-
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$	-	\$	-

Fire Station	Individual Station Equipment & Services Subtotal	\$	35,358.00
	Individual Station Shipping	\$	1,142.00
	INDIVIDUAL STATION GRAND TOTAL	\$	36,500.00

Ship Charges can be disregarded if customer is picking up (24+ hour notice)

<p>ALL STATIONS / System & Services / Running Total : \$35,358.00 All Stations / Shipping / Running Total : \$0.00 (CUSTOMER PICKING UP) Grand Total / Station-Level : \$35,358.00</p>
--

Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 10/19/2015

Expires: 4/16/2016

Quote SUBMITTED TO:

**Superstition Fire & Medical District
Fire Station Alerting System**

REF PROPOSAL

SFMD023 v1

Section Totals

Station-Level FSAS Subtotal \$ 35,358.00

US Digital Designs System Total \$ 35,358.00

TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

Appendix C

c) Amended and restated Intergovernmental Agreement with the Topaz Regional Wireless Cooperative (TRWC)

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

This item is for review and approval of an amended and restated intergovernmental agreement to participate in the Topaz Regional Wireless Cooperative (TRWC).

In 2008 the fire district entered into an original agreement with the TRWC (BOD #2008-06-10) establishing an organizational and management structure for ongoing network administration, operation, and maintenance; and established a budget, accounting, and cost allocation process for the various members.

This communications cooperative was originally made up of the following agencies participating on the City of Mesa (Topaz) 800MHz radio system (City of Mesa, Town of Gilbert, City of Apache Junction PD, Town of Queen Creek, and the Superstition Fire & Medical District [formerly Apache Junction Fire District]).

In 2012 an amended IGA was approved to add the Rio Verde Fire District to the TRWC.

This current proposed amendment will add the Fort McDowell Yavapai Nation as the newest member of the TRWC.

This new addition to the participating entities will have a neutral to slightly negative cost effect for SFMD, however; for the TRWC system as a whole, this addition will add valued equipment to the TRWC resources at no-cost.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of this agreement as revised. Legal has reviewed said amended IGA with no comments.

Enclosure(s):

Amended and Restated Agreement



Go to Item 5

Go to Agenda

When Recorded Return To:

William H. Anger
Engelman Berger, P.C.
3636 N. Central Ave., Suite 700
Phoenix, AZ 85012

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

1. Parties. This First Amendment to Amended and Restated Intergovernmental Agreement ("First Amendment") is entered into by and between the City of Mesa, the City of Apache Junction, Apache Junction Fire District, the Town of Gilbert, the Town of Queen Creek, the Rio Verde Fire District and the Fort McDowell Yavapai Nation ("Parties").

2. Recitals.

2.1. The City of Mesa, the City of Apache Junction, Apache Junction Fire District, the Town of Gilbert and the Town of Queen Creek entered into an Intergovernmental Agreement to Plan, Construct, Operate, Maintain and Finance the TRWC Network Contract Number 2008-3002-0359 and dated August 7, 2008 ("August 7, 2008 Agreement").

2.2. The City of Mesa, the City of Apache Junction, the Apache Junction Fire District, the Town of Gilbert, the Town of Queen Creek and the Rio Verde Fire District entered into an Amended and Restated Intergovernmental Agreement to Intergovernmental Agreement to Plan, Construct, Operate, Maintain and Finance the TRWC Network Contract Number 2008-3002-0359 with an Effective Date of May 1, 2012 ("Amended and Restated Agreement") that superceded and replaced in its entirety the August 7, 2008 Agreement.

2.3. The Parties enter into this First Amendment to add the Fort McDowell Yavapai Nation as a Party to the Amended and Restated Agreement and the Fort McDowell Yavapai Nation agrees to be bound by all terms and conditions of the Amended and Restated Agreement as amended by this First Amendment.

2.4. The Parties are authorized to enter into this First Amendment by the joint exercise of powers provisions of Title 11, Chapter 7, Article 3 (§§ 11-951 et seq.), Arizona Revised Statutes and the authorization of their legislative or other governing bodies.

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

3. Date and Duration of First Amendment.

3.1. The “Effective Date” of this First Amendment is _____, 2015. All Parties shall execute this First Amendment and comply with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of this First Amendment, determination by the Party's attorney that the First Amendment is within the powers and authority of the Party, and the proper filing of the First Amendment.

3.2. The Parties agree to modify and amend the Amended and Restated Agreement under the same terms and conditions as originally agreed subject to the additional terms and modifications set forth in this First Amendment. The Parties reaffirm their respective rights and obligations under the Amended and Restated Agreement except as modified by this First Amendment.

4. TRWC Network Definition.

4.1 When used in the Amended and Restated Agreement and this First Amendment the “TRWC Network” shall mean the public safety and general government communications system originally procured and built by the City of Mesa and commonly referred to as “TOPAZ” or the “Trunked Open Arizona Network” that is planned, designed, constructed, operated, maintained, and financed by the TRWC and its Members, including all real estate, real property and personal property that is purchased, leased or licensed by the TRWC or owned or licensed by a Member and allowed to be used by TRWC in connection with the TRWC Network. Unless the context clearly requires otherwise, capitalized terms used herein shall have the same meaning as in the Amended and Restated Agreement.

5. A New Section 25 is added to the Amended and Restated Agreement that states as follows:

“Waiver of Sovereign Immunity. The Fort McDowell Yavapai Nation agrees to waive its sovereign immunity solely and exclusively for the strictly limited purpose of resolving a claim or dispute that may arise with respect to the interpretation or enforcement of the Amended and Restated Agreement as amended by the First Amendment or the Fort McDowell Yavapai Nation’s use of or participation in the TRWC Network. In addition, the First Amendment shall not become effective until and unless the Fort McDowell Yavapai Nation 1) waives its sovereign immunity solely and exclusively for the strictly limited purpose of resolving a claim or dispute that may arise with respect to the interpretation or enforcement of the First Amendment and 2) consents to the jurisdiction of the federal or state courts authorized in Section 22 of the Amended and Restated Agreement solely and exclusively for the strictly limited purpose of resolving a claim or dispute that may arise with respect to the interpretation or enforcement of the Amended and Restated Agreement as amended by the First Amendment or the Fort McDowell Yavapai Nation’s use of or participation in the TRWC Network.”

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

6. Conflict of Interest. The Parties understand and acknowledge that this First Amendment and the Amended and Restated Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this First Amendment.

7. Entire Agreement. The Amended and Restated Agreement as amended by this First Amendment, including the Governance Agreement attached as Exhibit A to the Amended and Restated Agreement, contains the entire agreement and understanding among the parties regarding the formation, governance and operations of the TRWC, and supersedes and replaces all related prior negotiations, agreements and proposed agreements, written or oral. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in the Amended and Restated Agreement as amended by this First Amendment and acknowledges that the Amended and Restated Agreement and this First Amendment have not been executed in reliance on any promise, representation or warranty not contained in the Amended or Restated Agreement or this First Amendment. The Amended and Restated Agreement as amended by this First Amendment shall not be amended, modified or supplemented at any time unless in writing.

8. Governing Law. This First Amendment and the Amended and Restated Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of the Amended and Restated Agreement as amended by this First Amendment or any provision therefore shall be instituted only in the courts of Maricopa County, Arizona.

9. Counterparts. This First Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Amended and Restated Agreement Still Effective . All provisions of the Amended and Restated Agreement shall remain in full force and effect except as amended by this First Amendment.

[Signatures on following pages]

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers.

TOWN OF GILBERT

Date: _____

By _____
Town Manager

Printed Name

ATTEST:

Town Clerk

Printed Name

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

Town Attorney

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers.

CITY OF MESA

Date: _____

By _____
City Manager

Printed Name

ATTEST:

City Clerk

Printed Name

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the City of Mesa

City Attorney

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers.

TOWN OF QUEEN CREEK

Date: _____

By _____
Town Manager

Printed Name

ATTEST:

Town Clerk

Printed Name

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

Town Attorney

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers.

SUPERSTITION FIRE & MEDICAL
DISTRICT (FORMERLY KNOWN AS THE
APACHE JUNCTION FIRE DISTRICT

Date:_____

By_____

Board Chair

Printed Name

ATTEST:

Board Clerk

Printed Name

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the County of _____

Attorney for the Board

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers.

CITY OF APACHE JUNCTION

Date: _____

By _____
City Manager

Printed Name

ATTEST:

City Clerk

Printed Name

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the City of Apache Junction

City Attorney

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers.

RIO VERDE FIRE DISTRICT

Date: _____

By _____

Its: _____

Printed Name

ATTEST:

Board of Directors, Clerk

Printed Name

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the County of Maricopa

County Attorney

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

FORT MCDOWELL YAVAPAI
NATION

Date: _____

By _____

Printed Name

ATTEST:

Printed Name

APPROVED AS TO FORM and within the
powers and authority granted under the laws
of Arizona to the Fort McDowell Yavapai Nation

Fort McDowell Yavapai Nation Attorney

Printed Name

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO
PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK**

EXHIBIT A

Governance Agreement