

VERSION 1.0



BOARD OF DIRECTORS MEETING

FEBRUARY 15, 2017

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

JEFF CROSS, BOARD CHAIRMAN
GENE GEHRT, BOARD CLERK
TODD HOUSE, BOARD DIRECTOR
JASON MOELLER, BOARD DIRECTOR
LARRY STRAND, BOARD DIRECTOR



Superstition Fire & Medical District

Board of Directors Meeting Agenda

February 15, 2017

Mission Statement

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

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, February 15, 2017**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

- 1. Review and approval of the January 2017 financial reports and bank reconciliations. (BOD #2017-02-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-02-02)**
- 3. Call to the Public. (BOD #2017-02-n/a)**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- 4. Consideration and possible approval of all consent agenda items listed below (BOD #2017-02-03):**
 - A. Board Meeting Minutes from January 18, 2017
 - B. Purchase of one (1) Stryker Power Loading System and five (5) XPS Retrofit Kits
 - C. Purchase of two (2) Skid Units
 - D. Purchase of computers and equipment as planned for FY 16/17
 - E. Renewal of contract for property and casualty insurance service
 - F. Renewal of contract with the Phoenix NAP COLO Services
 - G. Contract from Phoenix Technology Solutions (PTS)
 - H. Agreement for Data Contribution with the National Fire Protection Agency (NFPA)
 - I. Disposition of Surplus Property / Approval of Auction Services Agreement
- 5. Discussion of the Fiscal Year 2017/2018 Tax Abstract for Pinal and Maricopa counties, and its impact on the development of the Fiscal Year 2017/2018 Revenue Budget. (BOD #2017-02-04)**

6. **Discussion and possible action of the Fiscal Year 2017/2018 forecast based on fiscal year-to-date information through January 31st, and its implications on the development of the Fiscal Year 2017/2018 Budget. (BOD #2017-02-05)**
7. **Discussion, update, and possible action regarding any contracts or Memorandum of Understandings that pertain to ambulance operations. (BOD #2017-02-06)**
8. **Discussion and possible action discussing the impact of recent 9th Circuit Court ruling on the treatment of overtime pay. (BOD #2017-02-07)**
9. **Senior Leadership Team Reports. (BOD #2017-02-08)**
 - Management Services
 - Emergency Services
 - Administrative Services
 - Community and Financial Services

10. Announcements (BOD #2017-02-NA)

11. Adjourn (BOD #2017-02-09)

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

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

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

Original Posted on February 8, 2017

At: 1700 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 – February 15, 2017

Agenda Item: 1

BOD#: 2017-02-01

Agenda Item Title:

Review and approval of the January 2017 financial reports and bank reconciliations.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

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

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

1. **Cash Flow – All Governmental Funds.**

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the district's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire district maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. **Fund Account Bank Reconciliations.**

The reconciliation of each of the district's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the district.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

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

*Financials provided under separate cover

Recommended Motion:

"Motion to approve the January 2017 financial reports and bank reconciliations."



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **January 2017**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Bond Proceeds (300) Fund
 - e. Special Projects (400) Fund
 - f. Debt Principle (500) Fund
 - g. Debt Interest (600) Fund

Jeff Cross, Board Chairman

Date



January 2017

Governing Board Meeting – February 15, 2017

Agenda Item: 2

BOD#: 2017-02-02

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Brett Broman

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.

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

N/A

February Service Anniversaries:

27 Years of Service
Fire Captain / Paramedic Paul Perkins
17 Years of Service
Fire Captain / Paramedic Carlos Rivera
Planning & Technology Administrator Anna Butel
8 Years of Service
Fleet Supervisor Vaughn Croshaw
4 Years of Service
Firefighter / Paramedic Dave Endres
Firefighter / Paramedic Christopher Furgeson
Firefighter Jackie Anderson
Firefighter Monte Fuller
Firefighter Anthony Martinez
3 Years of Service
Assistant Chief Jerome Schirmer
1 Year of Service
EMS Coordinator Eileen Blackstone
HR Generalist Sherry Mueller



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Governing Board Meeting – February 15, 2017

Agenda Item: 3

BOD#: 2017-02-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None



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Governing Board Meeting – February 15, 2017

Agenda Item: 4

BOD#: 2017-02-03

Agenda Item Title:

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

- A. Board Meeting Minutes from January 18, 2017 – **Appendix A**
- B. Purchase of one (1) Stryker Power Loading System and five (5) XPS Retrofit Kits – **Appendix B**
- C. Purchase of two (2) Skid Units – **Appendix C**
- D. Purchase of computers and equipment as planned for FY 16/17 – **Appendix D**
- E. Renewal of contract for property and casualty insurance – **Appendix E**
- F. Renewal of contract with Phoenix NAP COLO Services – **Appendix F**
- G. Approval of contract from Phoenix Technology Solutions (PTS) – **Appendix G**
- H. Agreement for Data Contribution with the National Fire Protection Agency (NFPA) – **Appendix H**
- I. Disposition of Surplus Property / Approval of Auction Services Agreement – **Appendix I**

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 February 15, 2017.”



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Governing Board Meeting – February 15, 2017

Agenda Item: 5

BOD#: 2017-02-04

Agenda Item Title:

Discussion of the Fiscal Year 2017/2018 Tax Abstract for Pinal and Maricopa counties, and its impact on the development of the Fiscal Year 2017/2018 Revenue Budget.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

Review of Fiscal Year 2017 / 2018 Tax Abstract and Tax Levy.

The combined Pinal County & Maricopa County Fire District Levy Limit Worksheet (Tax Abstract) for FY 2017 / 2018 is expected on or before February 10th. A summary of the District's NAV and its impact on the property tax revenues for FY 2017 / 2018 will be provided at the Board meeting.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – February 15, 2017

Agenda Item: 6

BOD#: 2017-02-05

Agenda Item Title:

Discussion and possible action of the Fiscal Year 2017/2018 forecast based on fiscal year-to-date information through January 31st, and its implications on the development of the Fiscal Year 2017/2018 Budget.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

The starting point of developing a budget for the new fiscal year is an estimate of beginning cash balance, which is the ending cash balance of the current fiscal year. Based on information current through January 31, 2017, a forecast of Fiscal Year 2016 / 2017 revenue and expense levels will be provided, and an early view of the possible challenges to be addressed in developing the Fiscal Year 2017 /2018 budget will be provided for discussion.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – February 15, 2017

Agenda Item: 7

BOD#: 2017-02-06

Agenda Item Title:

Discussion, update, and possible action regarding any contracts or Memorandum of Understandings that pertain to ambulance operations.

Submitted By:

Fire Chief Paul Bourgeois

Fire Captain Dave Pohlmann

Background/Discussion:

This item is a placeholder for the purpose of providing the BOD with any up to date information pertaining to ambulance operations.

Staff Recommendation:

TBD

Financial Impact:

TBD

Enclosure(s):

N/A

Recommended Motion:

TBD



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Governing Board Meeting – February 15, 2017

Agenda Item: 8

BOD#: 2017-02-07

Agenda Item Title:

Discussion and possible action discussing the impact of the recent 9th Circuit Court ruling on the treatment of overtime pay.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

Last July, 2016, the District became aware of a ruling by the 9th Circuit Court regarding the treatment of overtime pay for firefighters whose responsibilities included only emergency medical services. (The Fair Labor Standards Act (“FLSA”), Section 7(k) provides that employees engaged in fire protection may be paid overtime on a “work period” bases. A work period may be from 7 to 28 consecutive days in length. SFMD has an 18-day work period.) The 9th District Court ruled that firefighters performing only non-fire duties (e.g., only emergency medical services) where not covered by Section 7(k) and must be paid overtime for any hours over 40 worked in each workweek.

The impact of this ruling to the District was limited to only those firefighters who were assigned to the Community Medicine (“CM”) Grant program. To limit the degree of exposure to the ruling, as of July 25, 2016 the District revamped the duties of those CM firefighters to include responding to fires as well as their emergency services duties.

The District asked Donna Aversa, the District legal advisor, to research the impact to the District, and to coordinate any decision of impact with Mesa Fire who is also involved in the CM Grant program. The intent was to ensure SFMD applied the exact methodology as Mesa Fire in calculating any impact of this ruling.

On Monday, January 30, a conference call was held between SFMD Accounting and HR staff and the people at Mesa Fire responsible for calculating the impact of this ruling to Mesa Fire employees. This call confirmed that SFMD was using the exact methodology as Mesa.

At a high level, the approach is to recalculate the payroll for those impacted to determine what they “would” get paid when overtime is calculated for every hour worked over 40 hours in a week, as compared to how they “were” paid which is to be paid overtime for all hours that exceed 56.155 hours in a work week.

Staff spent considerable time researching who would be impacted by this ruling, considering the fact that numerous firefighters backfilled the five (5) Captains assigned to the CM unit. No one was found that would benefit from the recalculation of their wages other than the five (5) Captains.

Staff has established their approach to finalizing the payout of this ruling:

1. Finalize calculations and the corresponding Legal Waiver that Ms. Aversa is recommending the District incorporate into the process.



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2. Between February 27 and March 2, schedule and hold one-on-one meetings with the five (5) Captains impacted by the ruling to explain the methodology used and gain their buy-in to the process and amount. At the end of each meeting, the goal is to have reached agreement, have the Legal Waiver signed by all parties, and to obtain documentation of the tax treatment the individuals want applied to their payouts.
3. The payouts will be processed on March 17th.

The current estimate of the cost to the District related to this payout is \$33,244 in additional wages, plus \$7,851 in additional wage-related benefit costs such as PSPRS, Medicare, and worker's compensation.

Staff Recommendation:

N/A

Financial Impact:

\$41,095 in wages and benefits

Enclosure(s):

N/A

Recommended Motion:

NA



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Governing Board Meeting – February 15, 2017

Agenda Item: 9

BOD#: 2017-02-08

Agenda Item Title:

Senior Leadership Team Reports

- Management Services
- Emergency Services
- Administrative Services
- Community & 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.

Governing Board Meeting – February 15, 2017

Agenda Item: 10

BOD#: 2017-02-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – February 15, 2017

Agenda Item: 11

BOD#: 2016-02-10

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



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Appendix A

A. Board Meeting Minutes from January 18, 2017

Submitted By:

Fire Chief Paul Bourgeois
Board Secretary Jasmin Jones

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 January 18, 2017 board meeting minutes.

Enclosure(s):

January 18, 2017 Board Meeting Minutes



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Superstition Fire & Medical District

Phone (480) 982-4440 ~ www.sfmd.az.gov

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

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

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



Governing Board Meeting Minutes January 18, 2017

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, JANUARY 18, 2017. 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. Call to Order

Chairman Cross called the meeting to order at 5:30 P.M.

B. Pledge of Allegiance

Pledge of Allegiance was led by Director House.

C. Roll Call

Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Jason Moeller, and Director Larry Strand as present.

Senior Leadership Team in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Brett Broman, Assistant Chief Mike Farber, and Finance Director Roger Wood.

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

1. Review and approval of the December 2016 financial reports and bank reconciliations. (BOD #2017-01-01)

Motion by Director House to approve the December 2016 financial reports and bank reconciliations.
Seconded by Director Strand.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-01-02)

Assistant Chief Brett Broman read the list of January service anniversaries: Engineer John Christensen (28 Years), Captain / Paramedic Rob Bessee (16 Years), Engineer / Paramedic Chuck Hanson (14 Years).

Chief Broman recognized 2016 Firefighter of the Year, Ryan Elowe. Firefighter Elowe accepted his award with a standing ovation.

Chief Broman presented new Fire Captain Dustin Farber with his Captain's Helmet and Badge. Captain Farber's father, Assistant Chief Mike Farber, did the honor of the traditional pinning of his son's badge.

Chief Broman congratulated our Transportation Services Employees for their one year of services and had their official traditional badge pinning ceremony with their family members present. Employees were as follows: EMT Aaron Costello, EMT Ronald Demarzo, EMT Erick Fuentes, EMT Sarah Koupal, EMT Kevin

Montgomery, EMT Justin Mueller, Paramedic Jeanette Bodley, Paramedic Clint Musgrave, Paramedic Trevor Overson, Paramedic Chad Rutledge, Paramedic Cortney Schmeltzer, and Paramedic James Tucci.

3. Call to the Public. (BOD #2017-01-n/a)

N/A

4. Consideration and possible approval of all consent agenda items listed below (BOD #2017-01-03):

- A. Special Board Meeting Minutes from December 15, 2016
- B. Board Meeting Minutes from December 21, 2016
- C. Purchase of five (5) APX700XE Dual Band Radios

Motion by Clerk Gehrt to approve the consent agenda items for January 18, 2017. **Seconded** by Director House.

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

5. Discussion and possible approval for the SFMD's Financial Statements and Independent Auditor's Report for the fiscal year ending June 30, 2016. As required by Arizona Revised Statutes §48-253, submitted by Henry & Horne, LLP. (BOD #2017-01-04)

Marilyn Mays from Henry and Horne, LLP presented the findings from the Independent Auditor's Report for fiscal year ending in June 30, 2016. Ms. Mays stated that there were no negative findings and that Staff was beyond helpful to complete the audit.

Motion by Director House to approve the fire district's Independent Auditor's Report and related Financial Statements for the fiscal year beginning July 1, 2015 and ending on June 30, 2016, as submitted by Marilyn Mays, CPA, and to direct Staff to submit the auditor's report to Pinal and Maricopa Counties as required by ARS §48-253. **Seconded** by Chairman House.

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

6. Discussion and possible approval of the Arizona Public Safety Personnel Retirement System Qualifying Report for Fiscal Year 2016. (BOD #2017-01-05)

Finance Director Roger Wood stated this item comes before the BOD as a *house-keeping* item to receive the Arizona Fire Insurance Premium Tax Refund for the fiscal year ending in 2016. The district's application is accompanied by the annual audit report, both items are due no later than January 31st of each year to qualify for the credit for the upcoming fiscal year.

Motion by Director Moeller to approve the Arizona Public Safety Personnel Retirement System Qualifying Report and to submit the report as stated for the refund from the State of Arizona. **Seconded** by both Clerk Gehrt and Director Strand.

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

7. Discussion and possible approval of the invoice from Pinal County Recorder for the 2016 General Election. (BOD #2017-01-06)

Finance Director Roger Wood briefed the BOD on the invoice from the Pinal County Election's Department for the 2016 General Election, which ran both the temporary override initiative and the BOD election for the SFMD. He went on to say that the county originally stated there were 30,650 registered voters in Pinal County,

and a rate of \$0.75 per voter. The amount budgeted for this item was \$22,985, however, voter registration was raised by an additional 9,494 registrants, which raised the amount owed to Pinal County to \$30,108.

Motion by Director House to approve the payment of the 2016 November General Election Invoice GE1116-SFMD. **Seconded** by Clerk Gehrt.

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

8. Discussion and possible action regarding withdrawing from the REMTSA Agreement. (BOD #2017-01-07)

Fire Chief Paul Bourgeois introduced this item to the BOD as a *house-keeping* item to officially be removed from the Regional Emergency Medical Transportation Service Agreement (REMTSA), with the intent to exercise the 90-day out provision of the contract, meaning our withdrawal effective date is April 10, 2017. This item is part of the timeline to pick up both BLS and ALS calls in our district, to better serve our community.

Chief Bourgeois and Captain Dave Pohlmann fielded questions from the BOD regarding the withdrawal, such as making sure discussing the removal with both Kathy Steadman and Donna Aversa (our legal counsel). They also discussed moving forward the Automatic Aid System in place.

Motion by Clerk Gehrt to withdraw from the Regional Emergency Medical Transportation Service Agreement, with our intent to exercise the 90-day out provision, and the withdrawal date effective on April 10, 2017. **Seconded** by Director Strand.

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

*Fire Chief Paul Bourgeois asked for the BOD to move items 10 and 11 before 9.

10. Discussion, update, and possible action regarding ambulance operations. (BOD #2017-01-09)

Assistant Chief Jerome Schirmer briefed the BOD on the operational changes regarding ambulance operations taking over both BLS and ALS transports. He also stressed the benefit our citizens will receive with the continuity of care, faster call times, and premier emergency medical service.

11. Discussion, update, and possible action regarding five (5) year projections of the transportation services division. (BOD #2017-01-10)

Assistant Chief Mike Farber and Finance Director Roger Wood briefly presented the 5 year projections for the transportation services division. Fire Chief Paul Bourgeois fielded questions from the BOD regarding both the projections and how the addition of BLS calls will be a positive change for the community as a whole. Being able to serve our citizens in both the fire and the medical realm is 20 years in the making.

9. Discussion, update, and possible action regarding the low acuity pilot program. (BOD #2017-01-08)

Assistant Chief Jerome Schirmer gave a brief update on the Low Acuity Pilot Program. He explained that the mission of the program is to improve customer service with increased efficiency and increased unit reliability by cost effectively allocating the appropriate resources to match requested assistance.

The term of this program is currently 12 consecutive months, during that term periodic evaluations may indicate the need for changes in the program to include; staffing, equipment, and response. At the end of the 12 month evaluation, the program will be fully evaluated and vetted.

12. Senior Leadership Team Reports (BOD #2017-01-11)

Fire Chief Report

- Recap of the 2017 Winter AFDA Conference
- Senior Leadership Team Summit Outcomes
 - Discussed future of the Accreditation Program
 - Revised and updated the Responsibilities Chart
 - Reviewed the Operational Plan and developed new timeline/calendar that will improve communication and efficiency
 - Discussed new approach to manage the Capital Replacement Schedule within the budget planning process
 - Reviewed projections for the 2017/2018 FY Budget
 - Developed plan to better manage Volunteer Program

Emergency Services Report

- Training Update
- December 2016 Operations Stats
- December 2016 Transportation Operations Stats

Administrative Services Report

- Captain Jack Hafer Retirement Celebration

Community & Financial Services Report

- Installation of Smoke Detectors in conjunction with the American Red Cross and the SFMD
- Completed W2's and 1099's
- Annual Worker's Compensation Audit
- Efficiency efforts with vendors
- Transport Division 5-year financial forecast

13. Announcements (BOD #2017-01-n/a)

Clerk Gehrt briefly updated the BOD on a webinar regarding the Pension Reform.

Director Strand thanked Donna Aversa for the helpful classes at the Winter AFDA Conference

14. Adjourn (BOD #2017-01-12)

Motion by Director House at 7:25 PM 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 one (1) Stryker Power Loading System and five (5) XPS Retrofit Kits

Submitted By:

Fire Chief Paul Bourgeois

Transportation Services Manager Billy Warren

Background / Discussion:

Fleet services will repurpose the CM unit to take on the additional call load with acquiring both BLS and ALS calls in our district, for the continuity and safety of our citizens. At the time the CM unit was deployed, it did not have a power loader. However, for fleet consistency, the health and well-being of our citizens, and to prevent injuries and cumulative trauma to our crews it is essential to install a power loader in this unit as well.

In addition to the power loader, we have identified a need for our units to be capable of transporting bariatric patients. We plan on installing the Stryker “XPS” system on all of our current gurneys which will make them capable of transporting most bariatric patients.

Financial Impact/Budget Line Item:

\$40,988.98 / 200-70-72080-20

Staff Recommendation:

Approval of the purchases.

Enclosure(s):

Quote

Purchase Order / Procurement Form



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Comprehensive Quotation

Sales Account Manager
April Espinoza
april.espinoza@stryker.com
1-800-327-0770
Fax: 602-801-2628

Remit to:

P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address
1276965
SUPERSTITION FIRE AND MED DISTRICT
1455 E 18TH AVE
APACHE JUNCTION, AZ 85119

Shipping Address
1276965
SUPERSTITION FIRE AND MED DISTRICT
1455 E 18TH AVE
APACHE JUNCTION, AZ 85119

Billing Address
1276964
SUPERSTITION FIRE AND MED DISTRICT
565 N IDAHO RD
APACHE JUNCTION, AZ 85119

Table with 6 columns: Customer Contact, Ref Number, Date, PO Number, Reference Field, Quote Type. Row 1: 5380712, 01/10/2017, QUOTE, STANDARD QUOTE

Main item table with 7 columns: Line #, Quantity, Item Description, Part #, Unit Price, Extended Price, Item Comments. Includes items like PowerLOAD, ProCare Upgrade Charge, KIT, XPS RETROFIT, Protect Power-LOAD- 7year.

Note:

Summary table with 2 columns: Description, Amount. Rows: Product Total (\$38,897.52), Freight (\$0.00), Tax (\$2,091.46), Total Incl Tax & Freight (\$40,988.98)

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered.
Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.
Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.
Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # _____

PO # 014212

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

Quote # 1
 Vendor Name: STRYKER SALES CORP Vendor Phone #: 1-800-327-0770
 Vendor Address: P.O. Box 93308 Chicago, IL 60673-3308
 Quote Description: (1) POWER LOAD SYSTEM w/ WARRANTY,
(5) XPS BATT KITS
 See Attached Written Quote \$ 40,988.98

Quote # 2
 Vendor Name: _____ Vendor Phone #: _____
 Vendor Address: _____
 Quote Description: _____
 See Attached Written Quote \$ _____

Quote # 3
 Vendor Name: _____ Vendor Phone #: _____
 Vendor Address: _____
 Quote Description: _____
 See Attached Written Quote \$ _____

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

- STATE CONTRACT /INTERGOVERNMENT (State Contract Number or Government Agency Must be on
- SOLE SOURCE PROCUREMENT (Supporting Documentation Must be with PO)
- EMERGENCY ACTION (Explanation Sent to Gov. Board Must be with PO)
- COMPETITION SOLICITED WITH NO OFFERS
- STANDARDIZATION / COMPATABILITY REQUIREMENTS for EQUIPMENT
- TRAVELING EXPENSES with GOVERNMENTAL RATE (Standard Rate Must be Specified on PO)
- PRODUCT / SERVICE / AGENCY for EDUCATIONAL, TRAINING, EXPERIMENTAL, DEVELOPMENTAL or RESEARCH WORK
- EQUIPMENT ALREADY INSTALLED, CONNECTED, IN SERVICE AND IT IS DETERMINED ADVANTAGEOUS TO PURCHASE SAME
- ITEMS ARE SUBJECT TO RAPID PRICE FLUCTUATION OR IMMEDIATE ACCEPTANCE (Attach Supporting Documents to PO)

APPROVAL:

1/30/17
DATE

[Signature]
DEPT. HEAD SIGNATURE

1/30/17
DATE

[Signature]
FINANCE MANAGER

1/30/17
DATE

[Signature]
ASSISTANT CHIEF SIGNATURE

1/30/17
DATE

[Signature]
FIRE CHIEF SIGNATURE

1/30/17
DATE

[Signature]
FIRE CHIEF SIGNATURE

1/30/17
DATE

[Signature]
FIRE CHIEF SIGNATURE



Superstition Fire & Medical District

Purchase Order



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

Date: January 30, 2017

TO: Stryker Sales Corporation
 1901 Romence Road Parkway
 Portage, MI 49022

Vendor ID: STRYCO
 Purchase Order #: **014212**

Requisition #: 13,318
 Buyer: MEDIC
 Created by: JDB
 Created Date: 1/30/2017
 Updated by: JDB
 Updated Date: 1/30/2017

Ship To: Support Services
 1455 E 18th Av
 Apache Junction, AZ 85219

Page #: 1

Order Description: PowerLOAD

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	200APPARATUS-S	PowerLOAD	200707208020	1.00	\$40,988.9800	\$40,988.98

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, notwithstanding 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 **\$40,988.98**

[Signature]
 Purchasing Manager

Fire Chief

Appendix C

C. Purchase of two (2) Skid Units

Submitted By:

Fire Chief Paul Bourgeois

Fleet Supervisor Vaughn Croshaw

Background / Discussion:

Fleet Services is replacing the two skid units on our Brush Trucks that are not only used for Wildland, but for in district calls as well. The current skid units are over 16 years old and were taken off of vehicles that were sold in auction and reinstalled into current units.

Purchasing the units from LN Curtis & Sons, we will be able to utilize the Mohave County Contract pricing, which is the lowest pricing available. This is a budgeted item for FY 16/17

Financial Impact/Budget Line Item:

\$27,048.76 / 200-70-72340-20

Staff Recommendation:

Approval of purchase of skid units.

Enclosure(s):

Purchase Order

Quote from LN Curtis & Sons



[Go To Appendix D](#)

[Go to Agenda](#)



Attention Members:

L.N. Curtis & sons has been awarded the **Mohave Contract 11H-LNCS-1201** to provide **PERSONAL PROTECTIVE EQUIPMENT** to all agencies within the State of Arizona.

WHAT can be purchased?

A wide array of equipment to include:

- Extinguishers and Extinguishing Foam Products
- Fire Resistant Hoods
- Firefighting Attack Tools
- Firefighting Educational and Training Literature
- Firefighting Gloves
- Firefighting Hose Nozzles and Hose Accessories
- Firefighting & Municipal Hose
- Firefighting & Hydraulic Rescue Equipment
- SCBA and SCBA replacement parts
- Firefighting Turnout Ensembles, Helmets, and Boots
- Turnout repair, service & maintenance, tailoring, cleaning and after-market alterations and modifications
- Technical services including PPE training, service & maintenance, and repair

WHO can use this contract?

- **ALL** Arizona state and local agencies

WHY use this contract?

- "...just about **EVERYTHING** a firefighter needs!"
- Receive **LOCAL SUPPORT**
- Save **TIME**
- Save **MONEY**
- **NO** dollar limitations
- Purchases **COMPLY** with all state procurement regulations:

ORDER TODAY!

For quotes and product information, contact **L.N. Curtis & sons!**



Product Support:

Travis Sparks (Southern & Eastern Arizona): 520.709.6360

Gary Norton (Central & Northern Arizona): 480.296.5202

Order Information:

877.453.3911 (toll free) or 602.453.3911 (direct)

CONTRACT INFORMATION

For information regarding Mohave Contract 11H-LNCS-1201 (or to review contract documentation):

Mohave's website: www.mesc.org

Contact the Mohave Contract Specialist:

Michael Carter: 928.718.3222; michael@mesc.org



Ph: 602-453-3911
 TF: 877-453-3911
 Fax: 602-453-3910
 azsales@lncurtis.com
 DUNS#: 00-922-4163



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
 www.LNCURTIS.com
 Quotation No. 52225

Quotation

CUSTOMER:

Superstition Fire & Medical
 District
 565 No. Idaho Rd.
 Apache Junction AZ 85119

SHIP TO:

Superstition Fire & Medical
 District
 1455 East 18Th Avenue
 Apache Junction AZ 85119

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
52225	02/03/2017	04/03/2017

SALESPERSON	CUSTOMER SERVICE REP
Gary Norton gnorton@lncurtis.com 480-296-5202	Alex Rodriguez ARodriguez@lncurtis.com 602-800-7844

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Vaughn Croshaw	C34088	Net 30	MHVE

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
FTSP	Best Way	

SPECIAL INSTRUCTIONS

4 - 6 week delivery A.R.O. *PRICING IN ACCORDANCE WITH MOHAVE CONTRACT 16K-LNCS-1202

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	DI-PFP-20HPHND-MR CET	DROP-IN SKID UNIT WITH MID RANGE PUMP PER BELOW: - Honda engine 20hp electric - 3 gallons fuel tank w/holder - 200 gallons water tank - 5 gallon drop in foam cell - Scotty foam system w/hardware for foam cell - Manifold outlet - Tank fill 1" w/industrial ball valve - 2ea 1" Akron Fire type ball valve service line with cap and chain - 1 1/2" Akron Fire type ball valve service line with cap and chain - Suction inlet - Standard suction with two industrial ball valve - Suction 2.5' Akron intake relief valve - Electric rewind hose reel 1" x 200'. Shipped lose with connecting hose and valve on manifold	\$11,860.00	\$11,860.00

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163



Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 52225

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
----	-----	------	-------------	-------------	------------	-------------

SMALL BUSINESS
CAGE CODE: 5E720
DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 04/03/2017. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$11,860.00
Tax Total	\$1,014.38
Transportation	\$650.00
Total	\$13,524.38

Ph: 602-453-3911
 TF: 877-453-3911
 Fax: 602-453-3910
 azsales@lncurtis.com
 DUNS#: 00-922-4163



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
 www.LNCURTIS.com
 Quotation No. 52376

Quotation

CUSTOMER:

Superstition Fire & Medical
 District
 565 No. Idaho Rd.
 Apache Junction AZ 85119

SHIP TO:

Superstition Fire & Medical
 District
 1455 East 18Th Avenue
 Apache Junction AZ 85119

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
52376	02/03/2017	04/03/2017

SALESPERSON	CUSTOMER SERVICE REP
Gary Norton gnorton@lncurtis.com 480-296-5202	Alex Rodriguez ARodriguez@lncurtis.com 602-800-7844

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Vaughn Croshaw	C34088	Net 30	MHVE

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
FTSP	Best Way	

SPECIAL INSTRUCTIONS

4 - 6 Week delivery A.R.O. *PRICING IN ACCORDANCE WITH MOHAVE CONTRACT 16K-LNCS-1202

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	DI-PFP-20HPHND-MR CET	DROP-IN SKID UNIT WITH MID RANGE PUMP PER BELOW: - Honda engine 20hp electric - 3 gallons fuel tank w/holder - 300 gallons water tank - 5 gallon drop in foam cell - Scotty foam system w/hardware for foam cell - Manifold outlet - Tank fill 1" w/industrial ball valve - 2ea 1" Akron Fire type ball valve service line with cap and chain - 1 1/2" Akron Fire type ball valve service line with cap and chain - Suction inlet - Standard suction with two industrial ball valve - Suction 2.5' Akron intake relief valve - Electric rewind hose reel 1" x 200'. Shipped lose with connecting hose and valve on manifold	\$11,860.00	\$11,860.00

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163



Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 52376

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
----	-----	------	-------------	-------------	------------	-------------

SMALL BUSINESS
CAGE CODE: 5E720
DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 04/03/2017. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$11,860.00
Tax Total	\$1,014.38
Transportation	\$650.00
Total	\$13,524.38

Appendix D

D. Purchase of computers and equipment as planned for FY 16/17

Submitted By:

Fire Chief Paul Bourgeois
Planning & Technology Administrator Anna Butel

Background / Discussion:

Each budget year the fire district procures, upgrades, and replaces computers and equipment based on forecasting and evaluation. All items included in this purchase are part of that planned process.

Computers to be replaced include 9 administrative positions, 1 fire station; also included are cable drops for the EMS Supply Room at the RTC and wireless access point, and a dual drop at station 261 to accommodate additional personnel at that location.

Financial Impact/Budget Line Item:

\$15,321.97 / 200-70-73515-15

Staff Recommendation:

Approval of purchase of computers and equipment.

Enclosure(s):

HP (State Contract)



Go To Appendix E

Go to Agenda



Public Sector Sales

January 25, 2017

SUPERSTITION FIRE/MEDICAL DIST
565 N. IDAHO RD
APACHE JUNCTION AZ 85119

RE : HP Public Sector Quote - 11477137

Dear Anna Butel,

Thank you for your recent interest in HP Public Sector Sales. Award-winning HP products are designed to deliver high-performance technology, powerful networking and legendary HP quality - all at a value that your budget demands. From Notebook PCs to Printers, HP provides a single resource for complete solutions that meet all your computing needs. You can rely on HP for the performance, uptime, and efficiency you need to keep your agency running smoothly and hassle-free. Every HP product is designed and tested to provide industry-standard compatibility and investment protection. And, with special maintenance services, easy ordering and flexible financing, HP makes buying the right solution for your organization easier and more convenient than ever.

Attached is the price quotation you requested. When submitting a purchase order directly to HP, please be certain to include the requested information on the Ordering Information page attached to this quotation. Including the necessary information will ensure the accurate and timely processing of your order through HP Public Sector.

you may [click here to view this quote and place an order online](#) or fax in your purchase order at 800-825-2329.

-Please reference this contract: AZ - STATE OF ARIZONA (NASPO VP PC) Contract (ADSPO16-098209) terms and conditions.

-The terms and conditions of the AZ - STATE OF ARIZONA (NASPO VP PC) Contract (ADSPO16-098209) will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

- Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP Inc. warranty.

- This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions.

If you should have questions regarding this quotation or need any other assistance, please contact your Public Sector sales representative.

Sincerely,

Brittany Hardy

inside sales representative



Ordering Information

It's never been easier to place your direct orders with HP. Now you can have fast, accurate service with special options designed to personalize, process and expedite your shipments with higher levels of accuracy. Ordering HP products is as simple as picking up the phone, using the fax machine, or logging onto the HP Public Sector website at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Online ordering

With the HP Online Store, you can create quotes with real-time pricing; place an order using a credit card or purchase order, keep up-to-date on the latest product promotions and pricing available on your contract, inquire about order status and view product/price information - all from your desktop PC.

[Click here to view this quote and place an order online.](#)

Faxing Option

Faxing your order is convenient, too. Simply fill out your request on the customer purchase order and send to 1-800-825-2329. Your order will be promptly handled, and you can call a Customer Service Representative to confirm your order.

Personalized Telesales

To provide more personal service to you, our telephone sales and order administration representatives are assigned by territory. This means you can reach a dedicated government, education, or medical sales team every time you call - giving you added value by letting you grow personal relationships with representatives who know your product as well as your special terms and delivery requirements. To request a quote, check product availability, and other related questions, call your Telesales Representative.

Order Accuracy

To ensure the accurate and timely processing of your order, please verify that your purchase order includes the following information:

- o **Bill-to address,**
- o **Ship-to address,**
- o **Purchase order number,**
- o **Part number, description, and price,**
- o **Contract # and name**
- o **Reseller of choice**
- o **Contact name, phone number, and email address,**
- o **Special delivery requirements**
- o **Requested delivery date**
- o **Signature of authorized purchaser**
- o **Please note that HP Inc. must be listed as the vendor.**
- o **Sample/Editable PDF Purchase Order forms are available at these links -**
 - o **Standard PO (STL / K12 / Hi Ed / Fed) - http://gem.compaq.com/gemstore/sites/downloads/SLED_PO_Template.pdf**
 - o **Federal Form 1449 - http://gem.compaq.com/gemstore/sites/downloads/FED_PO_Template_Form_1449.pdf**

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with HP to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering for the first time, please include with your order or account application.

HP Credit

HP's financing programs can help your agency purchase or lease HP solutions. To inquire more about a customized financial solution proposal call your Telesales Representative.

Order Tracking and Status

All orders are entered within 24 hours of receipt and are scheduled to ship on a first in first out basis. Orders are shipped within seven days of receipt provided all items are in stock and all necessary information has been properly included on your purchase order. (Remember that ship complete orders can be delayed if a particular item is not currently in stock.) To inquire about the status of your order, you may either call your corresponding Customer Service Representative or [check your order status online](#)

Returned Merchandise

A return material authorization number (RMA) is required for all returns to be processed. Returns may be requested within 30 days of shipment. Please call your Public Sector Customer Service Representative in order to have an RMA assigned. Please have a copy of the packing slip available when you call.

Customer Relationship and Sales For Public Sector Sales

Fax: 800-825-2329

K-12 Education: 800-888-3224

Higher Ed: 877-480-4433

State & Local: 888-202-4682



PRICE QUOTATION

Quote Number: 11477137

Quote Date : January 25, 2017

Revised Date : January 25, 2017

Expires: February 24, 2017

Provided by: Brittany Hardy

Anna Butel

SUPERSTITION FIRE/MEDICAL DIST

Contract: AZ - STATE OF ARIZONA (NASPO VP PC) (ADSP016-098209)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order. HP INC. PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE.

Item	Part No.	Description	Qty.	Unit Price	Extended
------	----------	-------------	------	------------	----------

Group:

1.		SmartBuy - ProDesk 600 G2 Small Form Factor	1	\$840.51	\$840.51
	W5X86UT#ABA	W5X86UT#ABA Product - ProOne 600 G2 Small Form Factor Operating system - Windows 10 PRO 64-bit Processor - Core i5-6500 Quad Core 3.20 GHz Energy Efficiency - N/A Power supply - Standard Power Supply 200W Manageability features - Intel® Standard Management Chipset - Intel Q150 Memory - 8 GB (1x8 GB) DDR4 2133 MHz Hard drives - 256 GB 3D SSD Optical drive - DVD-Writer Graphics - Intel HD 530 Graphics Network card - Intel® i219LM Gigabit Network Connection Keyboard - USB Slim Keyboard Mouse - HP USB Mouse Security Software - HP Client Security, Microsoft Security Essentials Additional hardware and software - Cyberlink, DTS Sound + Additional accessories - N/A Restore CD - On HDD Warranty - 3 years parts, labor and onsite service (3/3/3) standard warranty. Certain restrictions and exclusions apply.			
2.		- Smart Buy - HP EliteBook 1040 G3	6	\$1,385.01	\$8,310.06
	V1P91UT#ABA	(ENERGY STAR) V1P91UT#ABA Product - HP EliteBook 1040 G3 Operating system - Windows 7 Professional 64 (available through downgrade rights from Windows 10 Pro) Energy Efficiency - ENERGY STAR® qualified Processor - Intel i5-6300U (2.4GHz w/Turbo, 3MB L3 Cache) Processor Out-of-Band Management - Intel® with vPro™ Technology			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Quote Number: 11477137

Quote Date : January 25, 2017
Revised Date : January 25, 2017
Expires: February 24, 2017
Provided by: Brittany Hardy

Anna Butel
SUPERSTITION FIRE/MEDICAL DIST

Contract: AZ - STATE OF ARIZONA (NASPO VP PC) (ADSP016-098209)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order. HP INC. PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE.

Item	Part No.	Description	Qty.	Unit Price	Extended
		Display - 14.0-inch diagonal FHD SVA LED Anti-Glare (1920x1080) Integrated camera - Integrated 720p HD Webcam Graphics - Intel® HD Graphics 520 Memory - 8GB 2133 DDR4 SDRAM on Motherboard Internal Storage - SSD 256GB SED M2 OPAL 2 Pointing Device - TouchPad Backlit Keyboard Wireless LAN - Intel 8260 802.11 a/b/g/n/ac (2x2) + BT 4.1 Combo HP Mobile Broadband - Built in HP Mobile Broadband not included Bluetooth - Bluetooth Wireless Technology 4.2 Security - SmartCard+TPM+FS Battery - HP 6-Cell 45 WHr Long Life Battery Warranty - Limited 3 year standard parts and labor warranty Additional hardware and software - DIB HP Side Dock Adapter containing RJ45 and VGA Ports			
3.	D9Y32UT#ABA	HP 2013 UltraSlim Docking Station	6	\$157.41	\$944.46
4.	L9K20UT#ABA	SmartBuy - HP Z240 Tower Workstation 400W 92% efficient Chassis L9K20UT#ABA Product - Smart Buy - HP Z240 Tower Workstation 400W 92% efficient Chassis Operating system - Windows® 10 Pro 64 Downgrade to Windows® 7 Pro 64 Form factor - Tower Energy Efficiency - ENERGY STAR Qualified Configuration Processor - Intel Core i7-6700 3.4 8M 4C TWR CPU Memory - 16GB DDR4-2133 nECC (2x8GB) RAM Graphics - Intel HD Graphics 530 1st hard drive - HP Z Turbo Drive G2 256GB PCIe 1st SSD Optical drive - 9.5mm Slim SuperMulti DVDRW 1st ODD Keyboard - HP USB Business Slim Keyboard US Mouse - HP USB Optical Mouse Recovery Media - Windows 7 Professional 64-bit OS DVD + Driver DVD Packaging - Single Unit (SFF) Packaging	3	\$1,266.21	\$3,798.63

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Quote Number: 11477137

Quote Date : January 25, 2017

Anna Butel

Revised Date : January 25, 2017

SUPERSTITION FIRE/MEDICAL DIST

Expires: February 24, 2017

Provided by: Brittany Hardy

Contract: AZ - STATE OF ARIZONA (NASPO VP PC) (ADSP016-098209)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order. HP INC. PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE.

Item	Part No.	Description	Qty.	Unit Price	Extended
5.	V9E67AA#ABA	<p>Warranty - HP 3/3/3 Warranty US</p> <p>New! - HP VH22 Monitor (ENERGY STAR) V9E67AA#ABA</p> <p>Monitors - HP VH22 Monitor</p> <p>Native resolution - 1920 x 1080</p> <p>Input Signal - VGA, DVI-D, and DisplayPort connectors</p> <p>Brightness (typical) - 250 cd/m2</p> <p>Height adjustability range - 100 mm Height adjustability</p> <p>Horizontal/Vertical viewing angle (typical) - 170/160 degrees</p> <p>Contrast ratio - 1000:1 Contrast Ratio</p> <p>Response rate (typical, rise and fall) - 5 ms response time (on/off)</p> <p>Energy Efficiency - ENERGY STAR® qualified</p> <p>Anti-Glare and Anti-Static - Anti-Glare: Yes</p> <p>Anti-Static: No</p> <p>Tilt - Tilt: -5° to +25°</p> <p>Max Power Rating - less than 29 Watts</p> <p>Integrated speakers - No Integrated speakers</p> <p>Pivot rotation - 90° pivot rotation</p> <p>Warranty - Protected by HP, including a 4 year standard limited warranty.</p>	2	\$207.20	\$414.40

SUB TOTAL : \$14,308.06

TOTAL PRICE : \$14,308.06

To ensure the accurate and timely processing of your order, please include quote # 11477137 on your Purchase Order.

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

Appendix E

E. Renewal of contract for property and casualty insurance service

Submitted By:

Fire Chief Paul Bourgeois
Finance Director Roger Wood

Background / Discussion:

Cindy Elbert Insurance Services is our current broker for our ESIP insurance property damage and liability policies. The quote we received from Cindy Elbert Insurance Services for the period March 1, 2017 – February 28, 2018 is \$132,600. The increase is due to the following:

	Last Year	This Year	Change	Coverage
A. Auto & Property:	\$ 93,596	\$ 99,050	+ 5,454	Vehicle, Buildings, contents
B. Inland Marine:	16,636	18,665	+ 2,029	Portable equipment
C. Umbrella Liability:	11,439	14,885	+ 3,446	Umbrella, General, Professional
	\$121,671	\$132,600	\$10,929	

The increase in Auto & Property and Inland Marine (A & B & C above) is caused by the following:

- A. The value of the buildings insured increased \$1,071,610, the value of vehicles insured increased \$558,439 due to the addition of 2 new pickups, 50% value of the new 2016 Quantum Pumper, and \$90,350 due to the adding portable equipment covered in the District's 5 ambulances.
- B. Considering the \$1.6 million increase in assets insured, the actual cost per dollar of insured assets decreased 1.5% year-over-year.
- C. The increase in Umbrella Liability insurance (D above) is due to the increased number of calls the District responds to, and the fact that the District now responds to ambulance transport calls. The District has experienced a 5% - 6% increase in call volume in the last fiscal year.

Additional Items for Consideration.

1. Terrorism Coverage.
 - a. Annual premium = \$2,251
 - b. The Terrorism Risk Insurance Act of 2002 requires insurance companies to offer terrorism coverage.
 - c. The District can deny this coverage.
2. Optional Increased Cyber Liability Coverage.
 - a. Annual premium = \$7,293.13 - \$9,944.36 (\$100K/\$500K to \$500K/\$2.5M limits)
 - b. The General Liability coverage (D above) already includes \$1M per event/\$10M aggregate network security and data breach liability coverage
 - c. The District can deny this coverage.

Financial Impact/Budget Line Item:

\$10,929 additional cost



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Staff Recommendation:

Staff recommends the approval of the ESIP insurance for property and vehicle damage, and liability. Staff also recommends the Board reject the Optional Terrorism and Increased Cyber Liability coverage.

Enclosure(s):

Cindy Elbert Insurance Services Premium Quote

NOTE: The Cindy Elbert Insurance Policy and Terrorism Policy for the period March 2017 – February 2018 was distributed to the Board under separate copy prior to the Board meeting.



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**CINDY ELBERT
INSURANCE
SERVICES**

January 30, 2017

- ◆ Business Insurance Programs & Risk Management Services
- ◆ Competitive Comprehensive Coverage
- ◆ Professional Prompt Service

Chief Paul Bourgeois
 Superstition Fire & Medical District
 565 N. Idaho Rd.
 Apache Junction, AZ 85119

RE: Arch Insurance Proposal
Effective: 3/1/17-18

Dear Paul,

We are pleased to enclose your quote this year with Arch Insurance Co for your package, inland marine and umbrella policies as follows. Please review and let us know if there are any changes. Property values should be insured to value to avoid any coinsurance penalty.

Network Security & Data Breach Liability is now included in this policy
This proposal does not include worker's compensation or group health benefits.

Package Policy including Auto & Property-	\$ 98,995.00
AZ Theft Fee-	\$ 55.00
Inland Marine-	\$ 18,665.00
Umbrella-	<u>\$ 14,885.00</u>
Total Annual Premium	132,600.00

***Terrorism is excluded in the above premiums, if you would like terrorism coverage please include an additional \$2251.00 with your down payment**

Interest Free Payment Plan:

Down Payment due	3/1/17	\$33,191.25 payable to Cindy Elbert Ins. Service
Installment due	6/1/17	\$33,136.25
Installment due	9/1/17	\$33,136.25
Installment due	12/1/17	\$33,136.25

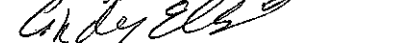
We can request the insurance coverage quoted subject to the following:

1. **Down payment of \$33,191.25 made payable to Cindy Elbert Insurance Services.**
2. **Please sign & date declination of Terrorism form**
3. **Please sign & date statement of values**
4. **Please initial, sign & date AZ UM form**
5. **Optional quote for 24 Hour AD&D please sign either accepting or rejecting**
6. **Optional quote for Accident & Sickness- please sign either accepting or rejecting**
7. **Optional quote for increased Cyber Liability, please sign either accepting or rejecting**

Once we receive the following in our office by fax, with originals in the mail **NO LATER THAN 2/24/17**, we can request the Binder of Insurance, Certificates of Insurance and Vehicle ID Cards.

Thank you for your business, if you have any questions please call us at 888-681-1020 X 308.

Sincerely,



Cindy Elbert

15182 North 75th Ave., Suite 100, Peoria, AZ 85381
 Phone: 602.942.3900 • Fax: 602.942.4300

CA License # OD34009
 www.AmbulanceInsurance.com

STATEMENT OF VALUES

Policy Number MEPK07620507

Insured Superstition Fire & Medical District

Headquarters Address 565 N. Idaho Rd.
Apache Junction, AZ 85119

Form of Coverage: Actual Cash Value applies to Items

Replacement Cost applies to Items
(1 - 1); (1 - 2); (2 - 1); (2 - 2); (2 - 3); (3 - 1); (4 - 1); (4 - 2); (5 - 1); (6 - 1); (6 - 2); (6 - 3); (7 - 1); (9 - 1); (10 - 1)

Indicate Form Numbers to which these rates are to apply: _____

(Attach Forms and Endorsements which require completion to indicate specific information)

Coinsurance 80% 90% 100% Blanket Rate Effective _____
Agreed Value

Causes of Loss for which rates are requested:

- Basic
- Broad
- Special
- Earthquake
- Other _____ (Specify)

State exact wording of the coverage as it will appear on the policy

<p style="text-align: center;">INSURED (Optional with Company)</p> <p>All values submitted are correct to the best of my knowledge and belief.</p> <p>Signed <u>X</u> _____</p> <p>Title <u>X</u> _____</p> <p>Date <u>X</u> _____</p>	<p style="text-align: center;">COMPANY, AGENT or BROKER</p> <p>Statement of Values submitted by:</p> <p>Name <u>Cindy Elbert Insurance Services, Inc.</u></p> <p>Person to Contact _____</p> <p>Street _____</p> <p>City <u>Peoria</u> State <u>AZ</u> ZIP <u>85381</u></p>
<p>For INSURANCE SERVICES OFFICE use only</p> <p>Basic Group I _____ Basic Group II _____ Other _____ 01-10-2017</p>	



**CINDY ELBERT
INSURANCE
SERVICES**

15182 North 75th Ave., Suite 100
Peoria, AZ 85381
Phone: 602.942.3900 • Fax: 602.942.4300

Date: 1/30/2017

Invoice

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

Account # SUPERS PKG

Insured: **Superstition Fire & Medical**
District
565 N. Idaho Rd.
Apache Junction, AZ 85119
Loan # AZ

Date	Description	Comp.	Policy #	Premium	Amount Financed		Total Due
					Direct Billed	Payments	
1/30/2017	Pkg Ren 3/1/17-18	ARC	MEPK07620507	24,748.75	0.00	0.00	24,748.75
1/30/2017	AZ Theft Fee 17/18	ARC	MEPK07620507	55.00	0.00	0.00	24,803.75
1/30/2017	IM Ren 3/1/17-18	ARC	MEIM07656107	4,666.25	0.00	0.00	29,470.00
1/30/2017	Umb Ren 3/1/17-18	ARC	MEUM07602707	3,721.25	0.00	0.00	33,191.25
Totals				33,191.25	0.00	0.00	33,191.25
				Total premium due by : 2/24/2017			

**PLEASE MAKE PAYMENT PAYABLE TO:
CINDY ELBERT INSURANCE SERVICES**

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled **DISCLOSURE OF PREMIUM**.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 85% in 2015, 84% in 2016, 83% in 2017, 82% in 2018, 81% in 2019, and 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2015 and each Calendar Year thereafter through 2020.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$2,251.00 ;
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

X

Policyholder/Legal Representative/Applicant's
Signature

Superstition Fire & Medical District
Named Insured

X

Print Name of Policyholder/Legal
Representative /Applicant

Arch Insurance Company
Insurance Company

Date: X

MEPK07620507, MEIM07656107,
Policy Number: MEUM07602707

TO BE ENTERED BY COMPANY, AGENT OR BROKER	Average Rate Calculation—for INSURANCE SERVICES OFFICE use Blanket Average Rate 80% Basic Earthquake Date _____ Specific Average Rate 90% Broad Other _____ Calculated by ____ 100% Special		
--	--	--	--

Item No.	Description, Location and Occupancy of Property Coverage	Coverage	Values
1-1	1135 W. Superstition Blvd. Apache Junction AZ 85120	Building	\$1,736,438
		YBPP	\$134,771
1-2	1135 W. Superstition Blvd. Apache Junction AZ 85120	Building	\$33,502
2-1	3955 E. Superstition Blvd Apache Junction AZ 85119	Building	\$1,736,438
		YBPP	\$347,288
2-2	3955 E. Superstition Blvd Apache Junction AZ 85119	Building	\$46,910
		YBPP	\$1,389,150
2-3	3955 E. Superstition Blvd Apache Junction AZ 85119	Building	\$33,502
3-1	1455 E. 18th Avenue Apache Junction AZ 85119	Building	\$2,315,250
		YBPP	\$815,214

TOTALS

Continued

Rate Pub. No.	Basic Group I		Basic Group II		Broad		Special		Earthquake		Other	
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
TOTALS												

AVERAGE RATES EFFECTIVE

BASIC GROUP I _____
 BASIC GROUP II _____
 BROAD _____
 SPECIAL _____
 EARTH-QUAKE _____
 OTHER _____

*B = Building S = "Stock" YBPP = Your Business Personal Property PPO = Personal Property of Others
 Other – Specify Above

TO BE ENTERED BY COMPANY, AGENT OR BROKER	Average Rate Calculation—for INSURANCE SERVICES OFFICE use Blanket Average Rate 80% Basic Earthquake Date _____ Specific Average Rate 90% Broad 100% Special Other _____ Calculated by ____
--	--

Item No.	Description, Location and Occupancy of Property Coverage	Coverage	Values
4-1	1645 S. Idaho Rd Apache Junction AZ 85119	Building	\$2,875,209
		YBPP	\$173,644
4-2	1645 S. Idaho Rd Apache Junction AZ 85119	Building	\$33,502
5-1	565 N. Idaho Rd Apache Junction AZ 85119	Building	\$1,588,511
		YBPP	\$407,613
6-1	7557 E. US Highway 60 Gold Canyon AZ 85118	Building	\$2,726,931
		YBPP	\$144,704
6-2	7557 E. US Highway 60 Gold Canyon AZ 85118	Building	\$33,502
6-3	7557 E. US Highway 60 Gold Canyon AZ 85118	Building	\$46,904
		YBPP	\$1,389,150

TOTALS	Continued
--------	-----------

Rate Pub. No.	Basic Group I		Basic Group II		Broad		Special		Earthquake		Other	
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
TOTALS												

AVERAGE RATES EFFECTIVE

BASIC BASIC EARTH-
GROUP I _____ GROUP II _____ BROAD _____ SPECIAL _____ QUAKE _____ OTHER _____

*B = Building S = "Stock" YBPP = Your Business Personal Property PPO = Personal Property of Others
Other – Specify Above

NOTES

1. The Company, Agent or Broker must complete page 1 and page 2, where indicated, to obtain a blanket average rate. Do not complete the value column if blanket average rate desired for Business Income (And Extra Expense) Coverage Form CP 00 30; Business Income (Without Extra Expense) Coverage Form CP 00 32 or Extra Expense Coverage Form CP 00 50.
2. When separated blanket average rates are desired, such as Buildings only or Personal Property only, submit a separate Statement of Values for each blanket average rate.
3. Values must be rounded to the nearest dollar.
4. Round the premium, per item on the average rate, for each cause of loss, coverage and exposure to the nearest whole dollar.
5. Minimum coinsurance for a blanket average rate is 90%.
6. The Company may require this Statement of Values to be signed by the Insured, or in the case of firms by a partner or an officer.
7. A blanket average rate expires one year from its effective date or when new class or specific rates are applicable, whichever occurs first.
8. This Statement of Values form or its equivalent must be filed annually.
9. A new blanket average rate may be requested if the conditions upon which the average rate is based have materially changed.
10. Attach Class Rate Information Form or equivalent information for all "class rated" property included in the blanket average rate.

ARIZONA UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured: Superstition Fire & Medical District	Policy Effective Date: 3/1/2017
Company: Arch Insurance Company	Producer: McNeil & Company, Inc.

Arizona law permits you to make certain decisions regarding **UN**insured Motorists Coverage and **UNDER**insured Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding **UN**insured Motorists Coverage or **UNDER**insured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages your policy provides.

DO NOT SIGN UNTIL YOU READ

You have a legal right to purchase **both UN**insured and **UNDER**insured Motorist coverages with the proposed automobile liability policy. **THESE COVERAGES PROTECT YOU, YOUR FAMILY AND YOUR PASSENGERS. LIABILITY COVERAGE DOES NOT IN MOST CASES.**

UNinsured motorist insurance provides protection for bodily injuries caused by a negligent motorist who has no insurance. **UNDER**insured motorist coverage provides protection if the negligent motorist does not have enough liability insurance to pay for the injuries caused. For a more detailed explanation of these coverages, refer to your policy. Your policy provides **UN**insured/**UNDER**insured coverage in the same amount as the policy's Bodily Injury Liability Limit, unless you select a lower amount or no coverage, as stated in this notice.

You have a right to purchase both **UN**insured Motorist coverage and **UNDER**insured Motorist coverage in any amount from \$30,000 single limit (or \$15,000/\$30,000 split limits) up to your policy's bodily injury liability limit, or you may reject the coverage entirely. Neither limit may exceed your liability coverage limits for Bodily Injury.

Your Bodily Injury Limit on the policy: \$1,000,000.00

A. Mandatory Offer Of UNinsured Motorists Coverage

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

1. Selection Of UNinsured Motorists Coverage

(Initials)	Premium
X _____	\$1,104.00
I select UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.	

2. Rejection Of UNinsured Motorist Coverage

(Initials)

I reject UNinsured Motorists Coverage.

3. Rejection Of UNinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

****PLEASE NOTE THAT WE DO NOT OFFER SPLIT LIMITS****

(Initials) _____

I reject UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limits:

(Choose one):

Split Limits		OR	Combined Single Limit	
(Initials)	Premium		(Initials)	Premium
_____ \$ 15,000/30,000	\$ n/a		_____ \$ 30,000	\$ 437.00
_____ 20,000/40,000	n/a		_____ 40,000	494.00
_____ 25,000/50,000	n/a		_____ 50,000	552.00
_____ 50,000/100,000	n/a		_____ 75,000	n/a
_____ 100,000/200,000	n/a		_____ 100,000	678.00
_____ 100,000/300,000	n/a		_____ 200,000	851.00
_____ 250,000/500,000	n/a		_____ 250,000	868.00
_____ 300,000/300,000	n/a		_____ 300,000	920.00
_____ 500,000/500,000	n/a		_____ 350,000	931.00
_____ 500,000/1,000,000	n/a		_____ 500,000	989.00
_____ 1,000,000/1,000,000	n/a		_____ 1,000,000	1,104.00
_____ (Other)	_____		_____ (Other)	_____

B. Mandatory Offer Of UNDERinsured Motorists Coverage

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

1. Selection Of UNDERinsured Motorists Coverage

(Initials)	Premium
✓ _____	\$2,645.00
I select UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.	

2. Rejection Of UNDERinsured Motorist Coverage

(Initials)
_____ I reject UNDERinsured Motorists Coverage.

3. Rejection Of UNDERinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

****PLEASE NOTE THAT WE DO NOT OFFER SPLIT LIMITS****

(Initials)		I reject UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limits:			
(Choose one):		Split Limits	OR	Combined Single Limit	
(Initials)		Premium	(Initials)	Premium	
<u> </u>	\$ 15,000/30,000	\$ <u>n/a</u>	<u> </u>	\$ 30,000	\$ <u>368.00</u>
<u> </u>	20,000/40,000	<u>n/a</u>	<u> </u>	40,000	<u>489.900</u>
<u> </u>	25,000/50,000	<u>n/a</u>	<u> </u>	50,000	<u>552.00</u>
<u> </u>	50,000/100,000	<u>n/a</u>	<u> </u>	75,000	<u>n/a</u>
<u> </u>	100,000/200,000	<u>n/a</u>	<u> </u>	100,000	<u>920.00</u>
<u> </u>	100,000/300,000	<u>n/a</u>	<u> </u>	200,000	<u>1,420.00</u>
<u> </u>	250,000/500,000	<u>n/a</u>	<u> </u>	250,000	<u>1,593.00</u>
<u> </u>	300,000/300,000	<u>n/a</u>	<u> </u>	300,000	<u>1,719.00</u>
<u> </u>	500,000/500,000	<u>n/a</u>	<u> </u>	350,000	<u>1,846.00</u>
<u> </u>	500,000/1,000,000	<u>n/a</u>	<u> </u>	500,000	<u>2,145.00</u>
<u> </u>	1,000,000/1,000,000	<u>n/a</u>	<u> </u>	1,000,000	<u>2,645.00</u>
<u> </u>	(Other)	<u> </u>	<u> </u>	(Other)	<u> </u>

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy that are issued at the same Bodily Injury Liability Limits. If I decide to select another option at some future time, I must let the Company know in writing.

DO NOT SIGN UNTIL YOU READ

Signed: X _____
(Named Insured)

✓ _____
Date

Attached to application dated: _____

IMPORTANT NOTICE



According to our records, your organization does not carry an Accident policy on your members. ESIP offers a 24 Hour Accidental Death & Dismemberment policy providing a death benefit for accidents occurring both on duty and off duty.

At McNeil and Company, we strive to provide the best coverage available for our customers. Your policy provides coverage for your buildings, vehicles, portable equipment and your emergency service liability needs. Your most valuable asset is often overlooked – your members. The financial peace of mind of their loved ones is at risk when duty puts your personnel in harm's way. Offering Accident Insurance protection for your members provides a valuable death benefit to their loved ones should the worst occur.

Furthermore, at a time when departments nationwide are experiencing unprecedented declines in membership, benefits such as these can aid in the recruitment of new members and in the retention of trained personnel.

For your convenience, on the following pages you will find a quote for 24 Hour Accidental Death and Dismemberment coverage for your members. This quote is based on the number of members shown in the Property and Casualty survey provided to us.

In order to ensure that you are aware of the valuable coverage that we are offering, you will need to Accept or Reject this coverage, sign and date the proposal page and return it to us.

We believe that your members deserve the best protection that your organization can provide, whether in the vehicles they drive, the gear they wear, or the equipment they use. Doesn't it make sense to protect their lives as well?

OPTIONAL 24 HOUR AD&D



Superstition Fire & Medical District

SCHEDULE OF BENEFITS					
PART	BENEFIT	AMOUNT OF INSURANCE	CLASSES OF ELIGIBLE PERSONS		
			1	2	3
I	Indemnity Benefits				
	A. Accidental Death & Dismemberment, Loss of Sight, Speech or Hearing - Injury Only	Principal Sum \$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B. Additional Seat Belt Benefit - Injury Only	Maximum \$2,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
II	Family Education Benefit				
	A. Dependent Child	Maximum \$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B. Surviving Spouse or Domestic Partner	Maximum \$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	C. Other	Maximum \$5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III	Physical Assault Benefit - injury Only	Maximum \$2,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Eligible Persons: Class 1 – Volunteers, Class 2 – Auxiliary, Class 3 – Paid Career (works more than 1,300 hours annually)

ANNUAL PREMIUM: \$1341.00 (Quote based on member information on file)

Part I Indemnity Benefits

A) Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing – Injury Only

If a Covered Person loses their life, limb, sight or hearing as a result of an accident, he or she will be eligible for a benefit of up to the Principal Sum shown in the Schedule of Benefits.

B) Additional Seat Belt Benefit

We will pay an additional 25% of the Principal Sum if the Covered Person was in a motor vehicle and wearing a properly fastened seat belt when the Injury occurred that caused his or her death.

Part II Family Education Benefits

If benefits are payable for the loss of life of a Covered Person, we will also pay education benefits for:

- A) Dependent Child – if enrolled as a full time student within 24 months of the Covered Person's death
- B) Surviving Spouse or Domestic Partner – if enrolled within 48 months of Covered Person's Death
- C) Other – if no Dependent Child, Surviving Spouse or Domestic Partner exists

Part III Physical Assault Benefits

We will pay an additional benefit equal to 25% of the amount paid under Part I-A, or the maximum shown in the schedule, whichever is more, if such injury is caused by Physical Assault committed by a person other than a Covered Person.

Acknowledgement

- Accept* (See Binding Requirements) Agent Not Licensed (Did Not Present)
- Reject

Signature: _____
(Officer of Organization)

Date: _____

REQUIREMENTS TO BIND COVERAGE:

FULLY COMPLETED, SIGNED APPLICATION (CONTACT YOUR INSURANCE AGENT)
SUBMIT ALL REQUIRED PAPERWORK TO YOUR INSURANCE AGENT

Provided by Arch Insurance Company



**CINDY ELBERT
INSURANCE
SERVICES**

- ◆ Business Insurance Programs & Risk Management Services
- ◆ Competitive Comprehensive Coverage
- ◆ Professional Prompt Service

**ACCIDENT & SICKNESS INSURANCE
ACKNOWLEDGEMENT FORM**

Cindy Elbert Insurance Services, as a matter of Agency Policy, offers the above coverage:

This coverage in summary provides benefits to address the many concerns your members have when they become injured or ill, due to their participation as a volunteer. Benefits are provided for Medical Expenses, Loss of Income, Line of Duty Death and many others. **This is an additional coverage and is excluded under most insurance agreements.**

This form serves to acknowledge that the undersigned has been offered this coverage and:

() **Accepts** the opportunity to have a quotation provided for this coverage.
Completion of an application is are required to provide said quotation and will be provided once this form is received by us:

Signature: _____ Date: _____

NAME OF SERVICE: _____

() **Rejects** the opportunity to have a quotation provided for this coverage and with this acknowledgement attesting that the offer of said coverage has been made and hereby declined.

Signature: _____ Date: _____

NAME OF SERVICE: _____



Appendix F

F. Renewal of contract with the Phoenix NAP COLO Services

Submitted By:

Fire Chief Paul Bourgeois
Planning & Technology Administrator Anna Butel

Background / Discussion:

For several years now the district has contracted with Phoenix NAP for offsite server storage. This agreement is a renewal of existing services. All the same services with an increase in bandwidth from 20mbps to 50mbps at no additional cost. This agreement has a term of 3 years for the pricing specified.

Financial Impact/Budget Line Item:

\$393.12 Monthly / 100-10-60630-08

Staff Recommendation:

Staff recommends the approval of the Phoenix NAP Agreement

Enclosure(s):

Phoenix NAP Agreement



[Go To Appendix G](#)

[Go to Agenda](#)

PhoenixNAP, LLC 3402 E UNIVERSITY DR. PHOENIX, AZ 85034 Phone: 1.877.749.2656 Fax: 1.480.449.8801 PhoenixNAP Representative: Mike Berry Email: mikeb@phoenixnap.com Phone: (480) 646-5417	Company Name: Superstition Fire & Medical District	
	Client Billing Information: Address: 565 North Idaho Road City, State, ZIP: Apache Junction, Arizona 85119 Contact: Anna Butel Email: anna.butel@ajfire.org Phone: (480) 982-4440 Other:	Technical Contact 1 Information: Name : Email: Phone: Technical Contact 2 Information: Name: Email: Phone:

Agreement Type: MSA Version Referenced: v.6; 08232012 Account Number: 9283 SLA: Facility Power Configuration: Primary	Order Type: RENEW Order Tracking No. 2017-53958 Order Issue Date: January 24, 2017 Order Form Expires if Not Signed By: January 24, 2017 (Client Request) Service Ready Date: January 27, 2017
--	---

The Initial Term of this Service Order and the billing for services ordered starts on the Service Commencement Date indicated on Page 3 after provisioned.

Contract Term (Months): 36 **OR** Contract Cotermination Date:

The services ordered are provided pursuant to the **Master Service Agreement (MSA)** between PhoenixNAP and the Client. Terms not defined herein shall have the meanings set forth in that document. There are significant Terms and Conditions, Warranty Disclaimers, and Liability Limitations contained in the referenced document. All relevant and referenced documents are located at <https://phoenixnap.com/cs/legal/>.

DO NOT SIGN THIS SERVICE ORDER BEFORE YOU HAVE READ ALL OF THE PROVISIONS OF THE REFERENCED DOCUMENT(S). Your signature below and initials on the additional pages of the Service Order indicates that you have read the document and its Addendums or Attachments (as applicable) and agree to be bound by the provisions contained within.

Neither party will be bound by this Service Order until it has been signed by an Authorized Representative of such party.

Acceptance by PhoenixNAP, LLC is subject to payment in full to PhoenixNAP, LLC of any Non-Recurring Charges (NRC) and one month's Monthly Recurring Charges (MRC) as set forth in the Service Order and due upon execution of the agreement.

The MRC is subject to a 5 % annual increase, applied on each one-year anniversary of the Service Order Commencement Date identified below.

Move, Add, Change, Disconnect (MACD) orders: The term and billing of the services ordered starts on the Commencement Date (indicated on page 2 AFTER order provisioned) and continues for the term specified. Pre-payment may be required prior to provisioning.

_____ PNAP Authorized Signature	<u>Ian McClarty</u> Printed	_____ Title	_____ Date
_____ Client Authorized Signature	<u>Anna Butel</u> Printed	_____ Title	_____ Date
_____ Client Physical Address	_____ City	_____ State	_____ ZIP

Company Name:	Superstition Fire & Medical District	Order Tracking No.	2017-53958
Datacenter Location:	Phoenix NAP - 3402 East University Drive, Phoenix, AZ 85034		

PhoenixNAP /Provisioning / Commencement Date

You will receive an email notifying you of the Service Ready Date. The Commencement Date no more than ten (10) calendar days from the Service Ready Date or date Client moves into the facility space and commences using services, whichever date occurs first.

Notes:

PhoenixNAP makes every effort to comply with Technical and Order Detail requests listed in the notes below. PhoenixNAP expressly denies any liability for errors or omissions that may occur.

Renewal of existing services. All the same services - increasing bandwidth from 20 to 50mbps at no cost. Overages still \$10/mbps.


Client Authorized Signer Initial Here:

Services

Company Name:	Superstition Fire & Medical District	Order Tracking No.	2017-53958
Datacenter Location:	Phoenix NAP - 3402 East University Drive, Phoenix, AZ 85034		

Product Description	Product Code	QTY	MRC Unit List Price	MRC Unit Sale Price	TOTAL MRC Sale Price	NRC Unit List Price	NRC UNIT Sale Price	TOTAL NRC Sale Price
CAB Bundle-1/4 Cab-10U locking, 1PDU, 1x 120V 20A circuit, Primary power only (2.4 kVA)	R011411	1.00	\$393.12	\$393.12	\$393.12	\$250.00	\$0.00	\$0.00
CWIE.net BGP Mix-Bandwidth-Burstable-Monthly Mbps commitment (95th percentile)	B001101	50.00	\$5.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:					\$393.12			\$0.00

Pre-Payment Amount Due Prior to Release of Services:	Total Discount Amounts:	
	MRC Discount:	\$262.50
	NRC Discount:	\$0.00

PhoenixNAP Internal Use - SEQC:		1/24/2017	Client Authorized Signer Initial Here:	
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Appendix G

G. Contract from Phoenix Technology Solutions (PTS)

Submitted By:

Fire Chief Paul Bourgeois
Planning & Technology Administrator Anna Butel

Background / Discussion:

When SFMD launched the new website about a year and a half ago we also entered into a website maintenance plan. This plan covered the maintenance of Wordpress, plugins, templates, and provides support for other items.

TSG, the previous company, has split its ownership and a new company was formed Phoenix Technology Solutions (PTS). PTS account manager is the same person that was previously managing our site. Nothing has changed in the structure or content of the contract other than the name.

Financial Impact/Budget Line Item:

\$99.00 Monthly / 100-10-62105-08

Staff Recommendation:

Staff recommends the approval of the PTS contract

Enclosure(s):

Phoenix Technology Solutions Contract



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Website Maintenance Plan

Maintenance Plan:

\$99/mo

Maintain Wordpress, Plugins, & Templates, keeping them up-to-date with latest versions, patches and security updates. Other benefits include:

- Network Security (software firewall)
- Automated Site Backups

Plan will include basic support for questions about site, maintenance, or requests for small changes or updates. Not to exceed 2 hours in one month. Additional time billed in 1-hour increments at \$90/hr. Major design changes or excessive page layout changes will be quoted separately as a project.

Support provided by Phoenix Technology Solutions Help Desk via phone or email. Client may use either of these methods to receive support.

Live Phone Support – Monday – Friday – 8a – 5p: 602-461-7219

Email Support: support@phxtechsol.com

Support requests sent via email will be assigned to the next available web support agent Monday through Friday, 8a – 5p.

TERMS & CONDITIONS

WHEREAS, Phoenix Technology Solutions LLC ("PTS") is engaged in the business of information technology & technical consulting services, software development, web design and maintenance,

WHEREAS, Client ("_____") located at _____ wishes to utilize the services of Phoenix Technology Solutions in connection with the provision of the Website Maintenance Plan, ("Plan"),

NOW, THEREFORE, PTS and Client agree as follows:

1. Scope of Services

PTS will perform the services described in the Website Maintenance Plan ("Plan"), in order to monitor and manage the website at optimal levels. Client will cooperate with PTS's reasonable requests for information and data necessary for the completion of the Services.

2. Price and Payment Terms

Client will pay PTS for the Work at the price and on the terms described in the pricing presented in the Plan. The price set forth in this Agreement does not include taxes. If PTS is required to pay any federal, state or local taxes based on the products or services provided under this Agreement, these will be separately billed to Client. PTS will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead Client will be fully responsible for payment of said interest and penalties.

Payment is required in advance. Client will be invoiced at the beginning of each month based on the Plan. Preferred method of payment is credit card on file, billed automatically each month. Payment by check also accepted. Payments not received by the 5th of the month will be considered past due. A late charge of 2% per month will be assessed on past due invoices. Invoices not paid by the tenth (10th) of the month will halt support service until payment is made. Invoices not paid by the end of the month for that month's service will be considered breach of contract and will terminate the Support Agreement between Client and PTS. Upon termination of contract, PTS will not be liable for any outstanding support ticket or resolution of any network issues, whether new or existing.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of PTS's Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay PTS for all of PTS's Work performed up to the date of termination. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. Any PTS-owned equipment that is on Client premises, on loan or otherwise, must be returned immediately upon written notification of termination.

4. Confidential Information

All information relating to Client which is clearly marked as such in writing will be held in confidence by PTS and will not be disclosed or used by PTS except to the extent that such disclosure or use is reasonably necessary to the performance of PTS's Work.

All information relating to Client which is clearly marked as such in writing will be held in confidence by PTS and will not be disclosed or used by PTS except to the extent that such disclosure or use is reasonably necessary to the performance of PTS's Work.

These obligations of confidentiality will extend for a period of one (1) years after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

5. Intellectual Property Rights

Residual Rights of PTS. Except as provided in Section 5.B, PTS and PTS's personnel shall be free to use and employ their general professional skills, know-how, and expertise, and to use, disclose, and employ any pre-existing generalized ideas, concepts, know-how, or skills that are used generally by PTS in its personnel in their business and that do not constitute or inherently disclose Client Information, Work Product or Services. Section 5.B below does not convey to Client exclusive rights in the generalized ideas, concepts, know-how, etc. described in this Section 5.A.

Ownership of Work Product. Except to the extent otherwise specifically agreed in a Work Order, all copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, software, programs, logic diagrams, reports, data files, methodologies, or other works of authorship and other tangible materials developed or created by PTS during the course of performing Client's work, including all Deliverables, (collectively, the "Work Product") shall belong exclusively to Client, shall be promptly disclosed by PTS to Client, and shall, to the extent possible, be considered a work made for hire for Client within the meaning of Title 17 of the United States Code. PTS automatically assigns, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest PTS may have in such Work Product, including any copyrights, patent, or other intellectual property rights pertaining thereto. Upon request of Client, PTS shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to confirm, evidence, or give full and proper effect to such assignment.

Pre-Existing Intellectual Property. PTS shall not deliver to Client under any Work Order any pre-existing works or other works in which proprietary rights are owned by PTS or by any third party, including so-called "open source" software ("Pre-Existing Works") unless (a) the Pre-Existing Work is clearly identified as such in the Work Order or an amendment thereto, (b) PTS has the right to license to Client as described below, the Pre-Existing work as delivered to Client, and (c) Client has consented in writing to its being delivered after its being identified as a Pre-Existing Work. PTS warrants that any Work Product delivered without such identification is original and that neither PTS nor any third party has any proprietary rights therein. To the extent that Pre-Existing Works in the form of third-party programming tools are used by PTS in the creation of software for delivery hereunder, PTS shall deliver to Client a copy of the relevant license to the programming tool, and hereby warrants to Client that all such licenses permit the unrestricted, royalty-free, worldwide distribution, redistribution, modification and resale of all code created with the assistance of the programming tools.

If Pre-Existing Works are delivered as described above, PTS grants to Client an unlimited, irrevocable, perpetual, assignable, sublicenseable, worldwide, royalty-free license to use, copy, make, have made, sell,

lease, distribute, import, export, display, perform, modify, adapt, publish, and otherwise deal in such materials, and modifications and derivative works thereof, in every manner.

6. Warranty and Disclaimer

PTS warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in PTS's Work to PTS in writing within sixty (60) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of PTS's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. PTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

7. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of PTS's Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold PTS harmless against any claims incurred by PTS arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. PTS's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to PTS.

8. Relation of Parties

The performance by PTS of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between PTS and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will insure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

10. Governance

These terms shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of law. Client and PTS agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Arizona and hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

11. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

13. Force Majeure

Appendix H

H. Agreement for Data Contribution with the National Fire Protection Agency (NFPA)

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Mike Farber

Background / Discussion:

The Data Contribution Agreement is agreement between the NFPA and Superstition Fire & Medical District to share data. This agreement would allow the NFPA to include SFMD data as part of a pilot program. This pilot program will utilize data that is also shared with the National Fire Information Reporting System (NFIRS) and the State of Arizona. All of the information is protected by federal law and any Personal Identifiable Information (PII) has been removed.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends the approval of the NFPA Data Contribution Agreement

Enclosure(s):

NFPA Data Contribution Agreement



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DATA CONTRIBUTION AGREEMENT

This Data Contribution Agreement dated as of February 15, 2017 (this “Agreement”), is made by and between **National Fire Protection Association**, a Massachusetts not for profit corporation having its principal office at 1 Batterymarch Park, Quincy, MA 02169-7471 (“NFPA”), and [_____], a [_____] [corporation] having its principal office at _____ (“Contributor”). NFPA and Contributor are sometimes referred to herein as the “Parties” or individually as a “Party”.

Contributor desires to make available to NFPA certain of Contributor’s data including but not limited to demographic information; building property, occupancy and use; insurance loss and claims data; fire incident, mitigation, suppression and operations data and reports and other fire-related information generated, developed, or collected by Contributor (the “Data”), for NFPA to use in the advancement of fire, electrical and related-hazard safety.

Now, therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the Parties agree as follows:

1. Contribution of Data to NFPA. Subject to the following requirements, upon Contributor’s delivery of the Data to NFPA, Contributor hereby agrees that NFPA shall be free to use the Data, including but not limited to disclose the Data and make it available to third parties, for any lawful purpose, by any means, and in NFPA’s sole discretion.
 - a. NFPA shall not affirmatively identify Contributor or its affiliates as the source of such Data without the written consent of Contributor (such consent not to be unreasonably withheld), or make any representations, warranties, or statements regarding the Data on behalf of Contributor;
 - b. NFPA shall disclose the Data to third parties only when the Data is included or combined with data or information provided by one or more other sources including NFPA;
 - c. If, on or prior to delivery of the Data to NFPA, Contributor notifies NFPA in writing that the Data contains or may contain personally identifiable information, as defined under state or federal law (“PII”), then NFPA agrees that prior to disclosing the Data to any third party, it shall make reasonable efforts to remove all such PII or de-identify the Data so that it no longer contains PII (or engage a contractor, who is obligated to maintain the confidentiality of such PII, to remove or de-identify such PII on behalf of NFPA); and
 - d. NFPA shall implement and maintain appropriate safeguards for the storage of any Data containing PII to protect it from unintended disclosure and if NFPA discovers or believes that a breach of data security has or may have occurred in relation to the PII contained in such Data, NFPA shall take reasonable measures to restore the security of the systems and notify the Contributor.

Subject to NFPA's compliance with the above requirements, it shall be free to use and/or disclose the Data for any lawful purpose.

2. Disclaimer of Representations and Warranties. Contributor represents and warrants to NFPA that it has authority to disclose the Data to NFPA under the terms and conditions of this Agreement and that such disclosure and NFPA use in accordance with the terms of this Agreement will not violate any applicable laws or rights of third parties. NFPA understands and acknowledges that Contributor is not making any representations or warranties, express or implied, as to the accuracy or completeness of the Data, and, subject to the limited representation and warranty in the first sentence of this Section 2, neither Contributor nor the officers, directors, employees, stockholders, owners, affiliates or agents of Contributor will have any liability to NFPA resulting from NFPA's use or distribution of or reliance on the Data.

3. Required Disclosures. If NFPA is required by law to disclose the identity of Contributor as the source of any specific Data, then NFPA will promptly notify Contributor of such requirement prior to making the disclosure to the extent permitted by applicable law. The Parties will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both Parties in light of the circumstances under which the disclosure is required to be made; provided, however, that if following such notice and conferring, the Parties are unable to agree on a mutually acceptable form and terms of disclosure, then NFPA shall have no liability to Contributor to the extent such disclosure is required by law.

4. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Other than as necessary to enforce any final judgment, award or determination, any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts of or situated in the Commonwealth of Massachusetts, and both Parties submit to the personal jurisdiction, and waive any objection to venue, of such courts. This Agreement constitutes the entire agreement between the parties with regard to the subject matter of this Agreement and may be amended only by a written instrument signed by both Parties. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the non-assigning Party, except that either Party may assign this Agreement to a successor to its organization in connection with a merger, reorganization, or sale of all or substantially all of its assets. This Agreement does not create a joint venture, partnership or other formal business relationship or entity of any kind or an obligation to form any such entity or relationship. Each Party is an independent contractor and neither Party is an agent of the other for any purpose nor has the right to bind the other Party.

IN WITNESS WHEREOF, the Parties hereby have caused this Data Contribution Agreement to be executed as an agreement under seal as of the date first written above.

National Fire Protection Association

By: _____

Name:

Title:

Superstition Fire & Medical District

By: _____

Name:

Title:

Appendix I

I. Disposition of Surplus Property / Approval of Auction Services Agreement

Submitted By:

Fire Chief Paul Bourgeois
Fleet Supervisor Vaughn Croshaw

Background / Discussion:

The vehicles and generators listed below have outlived their service life with the district and will be transported to Sierra Auction in Phoenix. The district is authorized to utilize Sierra Auction through a joint agreement with the City of Mesa and the City of Peoria for public auction of vehicles and equipment. By utilizing an outside auction agency, the district eliminates the time and expense of conducting our own auction. This process complies with all state requirements for disposition of surplus property.

- C-19 2000 Chevy S-10 Vin #1GCCS19W3Y8196291
- C-23 2000 Chevy Blazer Vin #1GNCT18W1YK296091
- S261 Kohler / Generac
- S263 Generac

Financial Impact/Budget Line Item:

Revenue based upon amount each vehicle/equipment sells for at auction

Staff Recommendation:

Staff recommends the approval of the disposition of surplus property and approval of auction services agreement.

Enclosure(s):

Auction Services Agreement



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AUCTION/CONSIGNMENT SALES SERVICES AGREEMENT

THIS AGREEMENT to be effective as of _____, by and between _____, (hereinafter the "AGENCY") and Sierra Auction Management, Inc., an Arizona Corporation (hereinafter "SIERRA").

RECITALS

WHEREAS, on _____, _____ the AGENCY entered into an Intergovernmental Agreement authorizing the AGENCY'S participation in the "Strategic Alliance for Volume Expenditures" (herein after "SAVE") a Cooperative Purchasing Group comprised of public agencies within the State of Arizona; and

WHEREAS, said Agreement provides that a "Lead Public Agency" may enter into a contract for goods or services following competitive procurements with the opportunity for other SAVE participants to purchase such goods or services under terms and conditions as specified in the contracts executed by the Lead Public Agency; and

WHEREAS, following a competitive procurement, the City of Mesa, Arizona (here in after "MESA"), a SAVE participant, has entered into an agreement with SIERRA for Auction/Consignment Sales Services pursuant to MESA's Contract #2014085 and SIERRA's response there to (collectively the "MESA AGREEMENT"); and

WHEREAS, the MESA AGREEMENT expressly provides that the terms and conditions of the Agreement may be extended for use by other municipalities and government agencies of the state; and

WHEREAS, the AGENCY wishes to obtain auction/consignment sales services from SIERRA in accordance with the terms and conditions specified in the MESA AGREEMENT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWING:

- 1. Provision of Services.** SIERRA here by agrees to provide auction/consignment sales services to the AGENCY in accordance with the terms and conditions specified in the MESA AGREEMENT attached here to as Exhibit 1 and incorporated herein by reference.
- 2. Compensation.** For services rendered pursuant to this Agreement, SIERRA shall be compensated as set forth in the MESA AGREEMENT, specifically from the proceeds of a 12% premium charged to each buyer on each sale and such applicable fees and charges for the distance involved, the AGENCY will pay documented actual towing costs for vehicles transported by SIERRA.
- 3. Indemnity and Insurance.** It is expressly understood and agreed that all indemnity and insurance requirement set forth in the MESA AGREEMENT shall be applicable to this Agreement. SIERRA agrees to obtain such additional endorsements, extend such coverage, provide to the AGENCY such certificates of coverage and take such other actions as may be necessary fully implement said requirements with respect to the AGENCY's interests. The requirements imposed by this Section shall include, but not be limited to designation of the AGENCY, its officers, employees and volunteers as additional insures in accordance with the terms specified in Paragraph 1(a) of the "Other Insurance Provisions" section of the MESA AGREEMENT.
- 4. Term and Termination.** This Agreement shall commence on _____, 2014 and shall continue in full force and effect until the expiration of the initial term of the MESA AGREEMENT or renewals thereof. Notwithstanding the effective term specific herein, it is understood and agreed that the AGENCY may terminate this Agreement at any time upon 60 days written notice of its intent to terminate. It is further understood and agreed that in the event that the MESA AGREEMENT is terminated for any reason prior to the expiration, elect to the terminate this Agreement no later than

AUCTION/CONSIGNMENT SALES SERVICES AGREEMENT

the effective date of termination of the MESA AGREEMENT or to require that this Agreement shall remain in full force and effect until the date that the initial or renewal term of the MESA AGREEMENT would have expired had it not been terminated at an earlier date.

IN WITNESS WHERE OF, the parties have caused this instrument to be executed and to be effective as of the date first written above.

APPROVALS

GOVERNMENT AGENCY: _____

Signed by: _____

Title: _____

Date: _____

CONTRACTOR: SIERRA Auction Management, Inc

Signed by: _____

Title: _____

Date: _____

AUCTION/CONSIGNMENT SALES SERVICES AGREEMENT

EXHIBIT A

PRICING

<u>On-site Auctions</u>		Seller's Prem.	Buyer's Prem.
1.1	Misc. surplus Items	1.9%	12%
1.2	Motor Vehicles (standard vehicles, up to and including 1 ton size)	3.4%	12%
1.3	Motor Vehicles (heavy equipment, over one ton size)	1.9%	12%
1.4	Firearms	6.9%	12%

1.5	Transportation Fee		
	Cost of Pickup Truck, flat fee per tow (vehicles only)	\$ ACTUAL COST	
	Cost of Flatbed Truck, flat fee per tow (heavy equipment)	\$ ACTUAL COST	
	Cost of Box Truck (24 FT), flat fee per tow (per stop, surplus only)	\$ ACTUAL COST	
	Cost of 45' Tractor Trailer or Flatbed, flat fee per tow (billed by 3rd party)	\$ ACTUAL COST	

1.5.1	Transportation Fee		
	Cost of Labor, per hr. / per person	\$	40.00
	Cost of Pickup Truck, per hr.	\$	40.00
	Cost of Flatbed Truck, per hr.	\$	95.00
	Cost of Box Truck (24 FT), per hr.	\$	35.00
	Cost of 45' Tractor Trailer or Flatbed, per hr. (billed by 3rd party)		ACTUAL COST

1.6	Decal Removal		
	Picture 1, per vehicle	\$	50.00
	Picture 2, per vehicle	\$	125.00
	Picture 3, per vehicle	\$	125.00
	Door, per vehicle	\$	25.00
	Full Vehicle, per vehicle	\$	125.00

AUCTION/CONSIGNMENT SALES SERVICES AGREEMENT

1.7	Detail Service		
	Motor Vehicles (standard vehicles, up to & including 1 ton size); per vehicle	\$	25.00
	Motor Vehicles (heavy equipment, over one ton size); per vehicle	\$	75.00

1.8	Additional Equipment Fee		
	Forklift Delivery, each		FREE
	Forklift Use/Operator, per hr.		FREE

Removal of Push Bar, each	\$	25.00
Removal of Prisoner Screen, each	\$	25.00
Duplicate Key, each		\$50.00 standard / \$95.00 chip key
Tire Repair, each	\$	15.00
Replacement Battery, each	\$	60.00

1.9	Fees		
	"Other" Hourly rate, only upon approval from Department prior to commencing. (This fee is for use in making improvements to an asset that would increase the value of sale). (per hr.)	\$	35.00

**\$50.00 for standard key / \$95.00 for "chip" key

<u>Online Auctions</u>		Seller's Prem.	Buyer's Prem.
2.1	Online Purchases	-0.1%	12%

AUCTION/CONSIGNMENT SALES SERVICES AGREEMENT

Other fees (if applicable)

FEE	UNIT	PRICE
On-line Bidder fee (buyer pays)	per winning bid	\$35 per vehicle 1% heavy equipment 5% "other"
Credit Card fee (buyer pays)	per winning bid	3%
On-line payment fee (buyer pays)	per winning bid	0%
Flash bar & security equipment removal	per vehicle	\$70.00
Vehicle battery replacement, non-standard (Heavy)	per vehicle	\$90.00
Gas (minimum 2 gallons)	per gallon	\$4.00
Paint (black & white units painted a single color)	per unit	\$350.00
Hidden compartment welding	per unit	\$150.00 & up
Vehicle appraisal	Per unit	\$25.00
Personal property appraisal	per hour	\$85.00
Authentication/quality testing fee for precious metals	per piece	\$5.00
Title insurance and transfer fee (buyer pays)	per vehicle	\$40.00
Parking (buyer pays)	per vehicle	\$.00