

VERSION 1.0



BOD SPECIAL MEETING

SEPTEMBER 27, 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 Special Meeting Agenda

September 27, 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 special meeting on **Wednesday, September 27, 2017**. The special 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 4:00 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. Public Hearing in accordance with ARS §48-805(A)(2) in order to hear taxpayer's comments on the proposed Superstition Fire & Medical Fire District Amended Revenue and Expenditure Budget for Fiscal Year 2017/2018. (BOD #2017-09-27)**
- 2. Discussion and possible approval of the proposed Amended FY 2017/2018 Budget and adoption of Resolution 2017-10: Amended Budget Adoption. (BOD #2017-09-28)**
- 3. Discussion and possible approval of the Medical Emergencies, and Rescue Mutual-Aid Agreement between Superstition Fire & Medical and Rural Metro Fire Department and rate schedule for services. (BOD #2017-09-29)**
- 4. Call to the Public. (BOD #2017-07-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.
- 5. Adjourn (BOD #2017-09-30)**

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 September 22, 2017
At: 1930 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 Special Meeting – September 27, 2017

Agenda Item: 1

BOD#: 2017-09-27

Agenda Item Title:

Public Hearing in accordance with ARS §48-805(A)(2) in order to hear taxpayer’s comments on the proposed Superstition Fire & Medical District Amended Revenue and Expenditure Budget for Fiscal Year 2017/2018.

Submitted By:

Board Chair Jeff Cross

Interim Fire Chief Mike Farber

Background/Discussion:

This Public Hearing is required by ARS §48-805(A)(2). Board of Directors Chairman will consider audience comments/questions on issues related to the proposed Fiscal Year 2017/2018 Amended Revenue and Expenditure Budget. The Board of Director Chairman will close the Public Hearing after all comments have been heard.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – September 27, 2017

Agenda Item: 2

BOD#: 2017-09-28

Agenda Item Title:

Discussion and possible approval of the proposed Amended FY 2017/2018 Budget and adoption of Resolution 2017-10: Amended Budget Adoption.

Background/Discussion:

The Tentative Amended Fiscal Year 2017 / 2018 Revenue and Expenditure Budget was presented and approved by the Board at the September 6, 2017 Board meeting.

The Tentative Amended FY 2017 / 2018 budget was then presented to the public on September 7, 2017, for the statutory 20-day public review period which ends on September 27, 2017.

Staff recommends that the Board approve the Amended FY2017 / 2018 Budget.

Enclosure(s):

Resolution 2017-10

Recommended Motion:

*“Motion to adopt Resolution 2017-10: Amended Budget Adoption, fully adopting the Amended Revenue and Expenditure Budget for Superstition Fire & Medical District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 in the amount of **\$20,457,675.00** and declaring that such shall establish the amended budget of the Superstition Fire & Medical District for Fiscal Year 2017/2018.”*



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RESOLUTION 2017-10
Superstition Fire & Medical District Medical
AMENDED BUDGET ADOPTION

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING ESTIMATES OF PROPOSED AMENDED REVENUES AND EXPENDITURES BY THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, DECLARING THAT SUCH SHALL ESTABLISH THE AMENDED BUDGET OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR SUCH FISCAL YEAR.

WHEREAS, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board did, on the sixteenth day of August 2017, made amended tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire & Medical District; and

WHEREAS, in accordance with said sections of said code, following due public notice by the District Clerk, that the amended tentative budget is on file and open to inspection by interested party; and

WHEREAS, in accordance with said provisions of the Arizona Revised Statutes, and following public notice, the Governing Board met on the twenty-seventh day of September 2017, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the amended proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:

That the estimates of revenues and expenditures provided by staff now establish the finally adopted estimates of the amended proposed expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2017 and ending June 30, 2018, in the amount of \$20,457,675.00, and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

PASSED AND ADOPTED THIS TWENTY-SEVENTH DAY OF SEPTEMBER 2017, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Jeff Cross, Board Chairman

Gene Gehrt, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Todd House, Board Director

Governing Board Meeting – September 27, 2017

Agenda Item: 3

BOD#: 2017-09-29

Agenda Item Title:

Discussion and possible approval of the Medical Emergencies, and Rescue Mutual-Aid Agreement between Superstition Fire & Medical District and Rural Metro Fire Department and rate schedule for services.

Submitted By:

Interim Fire Chief Mike Farber

Background/Discussion:

Over the years, Superstition Fire & Medical District (SFMD) has provided assistance to Rural/Metro Fire Department (RMFD) when requested. Providing emergency services out-side of our District utilizes valuable resources that are paid for by SFMD citizens to support a private sector company for profit. While SFMD is committed to protecting life and property whenever called upon, recovery of costs is essential.

The Fire, Medical Emergencies, and Rescue Mutual-Aid Agreement is for reimbursement of services provided by SFMD for RMFD. SFMD will be reimbursed for equipment provided to RFMD for fires and other emergency services. The rate agreement has a breakdown for each type of apparatus based on an hourly rate. Charges will be broken in 15-minute intervals.

The agreement and pay schedule has also been utilized in the City of Scottsdale and has been approved by the Life Safety Council (Valley Fire Chiefs from the Automatic Aid System). This agreement has been reviewed and comments added by Legal Counsel Donna Aversa.

Financial Impact:

Potential reimbursement to the SFMD

Potential payment to RM

Enclosure(s):

Agreement

Pay Schedule

Recommended Motion:

“Motion to approve the Medical Emergencies, and Rescue Mutual-Aid Agreement between Superstition Fire & Medical District and Rural Metro Fire Department and rate schedule for services.”



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FIRE, MEDICAL EMERGENCIES, AND RESCUE
MUTUAL-AID AGREEMENT
BETWEEN
SUPERSTITION FIRE & MEDICAL DISTRICT AND RURAL/METRO FIRE DEPT. INC.

This Fire, Medical Emergencies, and Rescue Mutual Aid Agreement (“Agreement”) is made and entered into this 27th day of September, 2017, between the Superstition Fire & Medical District (“SFMD”), a duly formed Arizona fire district, and Rural/Metro Fire Dept. Inc., an Arizona corporation (“Rural Metro”); individually a “Party” and collectively the “Parties”.

RECITALS

Whereas, the Parties are each familiar with the services the other has to offer; and,

Whereas, this Agreement specifically excludes ground ambulance transport services which are regulated by the Arizona Department of Health Services; and,

Whereas, the Parties recognize the mutual benefit to cooperate and work together for mutual aid and contingency assistance at certain times as either Party may request mutual aid or assistance from the other Party; and

Whereas, the Parties each have determined this Agreement is in their respective best interests; and,

Whereas, the Parties have determined it would be mutually beneficial to enter an agreement to provide mutual aid to one another upon the terms and conditions as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
2. Mutual Aid. The Parties shall provide mutual aid as requested by the requesting Party and as resources are available by the requested Party as determined in the sole discretion of each Party.
 - a. Requesting Party. A Party through its Fire Chief may request resources for fire, emergency medical services, or rescue services (collectively, “Services”) from the other Party, provided the requesting Party shall not request Services unless (a) the Services are of such a nature that they cannot be handled by the requesting Party due to resources being committed to other fires, emergency medical services, rescues, or other calls contemporaneous with the request, or (b) due to geographical distance it would be advisable to seek Services from another agency.

- b. Responding Party. A Party may respond to a request for Services provided that the responding Party has reasonably determined that it has the resources available to provide the Services taking into consideration the needs of the responding Party.
 - c. Neither Party shall in any way be liable to the other Party for failure to request Services, or failure to provide Services, or the withdrawal of Services.
 - d. Except as specifically set forth in this Agreement, neither Party shall reimburse the other Party for the cost of providing Services.
 - e. Each Party shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding to requests for Services.
3. Fire Chief. For purposes of this Agreement, all references to Fire Chief include the Fire Chief, or the Fire Chief's designee, of each Party.
- a. The Parties further acknowledge that the Fire Chief of the Party requesting Services shall have the sole discretion to request any specific Services from the other Party.
 - b. The Parties further acknowledge that the Fire Chief of the Party from which Services are being requested shall have the sole discretion to determine the extent, if any, of the Services which may be provided and may be withdrawn.
4. Command and Control. The Parties have established mutually acceptable Incident Command System ("ICS") and Standard Operating Procedures ("SOP") and will implement them on all incidents involving mutual aid under this Agreement.
- a. Unless otherwise indicated by ICS or SOP, the responding Party shall work under the direction of the Incident Command in place at the time of arrival on scene.
 - b. In the event no incident commander is on-scene, then the responding Party shall assume command and follow the responding Party's SOP.
 - c. The Parties shall mutually determine the appropriate radio mutual aid frequency at the time of the request for Services.
5. Payment for Services. For mutual aid related to fire or technical rescue services, and specifically excluding emergency medical response, provided by one Party at the request of the other Party:
- a. The Party providing the Services shall invoice the Party receiving the Services pursuant to the amounts set forth on the attached Appendix A, which is incorporated herein by reference.
 - b. Invoices shall be sent within 30 calendar days of providing Services.
 - c. Payment is due within 60 days of receipt of the invoice.
6. No SFMD Resident Billing. Rural/Metro shall not bill a SFMD resident for any Services provided within the SFMD jurisdictional boundaries including as they may be changed from time to time.

7. Term. This Agreement shall continue in effect for five years after the date entered into by the Parties, unless terminated sooner by either Party. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party with no further obligation between the Parties under this Agreement other than the obligation to indemnify which survives termination.
8. Assignment. This Agreement may not be assigned without the express written approval of the other Party, which approval may be granted or withheld in the sole discretion of the Party.
9. Applicable Law and Venue. This Agreement shall be governed by Arizona law and venue shall be in Pinal County, Arizona.
10. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
11. Indemnity and Insurance.
 - a. Each Party agrees to indemnify, defend, and hold harmless the other Party, its directors, officers, employees, agents, elected and appointed officials, and volunteers (collectively, the "Other Party Indemnitees") from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, costs of defense, reasonable attorneys' fees, and witness fees of any type (collectively "Losses"), it may suffer as the result of third party claims, demands, actions, suits, awards, or judgments against them resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (ii) the failure by the indemnifying Party to comply with applicable laws or regulations in connection with the exercise of any of its rights or the performance of any of its obligations under this Agreement; and, (iii) any breach of this Agreement by the indemnifying Party. The foregoing indemnification obligation shall not apply to Losses to the extent the resulting from or arising out of (i) the negligence, recklessness, or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by any of the Other Party Indemnitees to comply with applicable laws or regulations; and (iii) any breach of this Agreement by any of the Other Party Indemnitees. The provisions of the Section shall survive termination of this Agreement.
 - b. Each Party shall secure and maintain during the life of this Agreement statutory worker's compensation and employer's liability insurance, commercial general liability, public liability and property damage and automobile liability insurance, including contractual liability, with limits of not less than \$1,000,000.00 combined single limit per occurrence and not less than \$2,000,000.00 general aggregate. Each Party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for two years.

Appendix A - Rural/Metro Billing Rates

Apparatus/Number of Personnel	Hourly Rate	15 Minute Increment Rate
Brush truck/Two Personnel	\$ 228.38	\$ 57.10
Fire Engine/Four Personnel	\$ 426.76	\$ 106.69
Ladder Tender/Four Personnel	\$ 426.76	\$ 106.69
Ladder Truck/Four Personnel	\$ 513.76	\$ 128.44
Command Vehicle/Two Personnel	\$ 244.38	\$ 61.10
Support Vehicle/Haz mat/TRT Two Personnel	\$ 228.38	\$ 57.10
Water Tender/One Person	\$ 183.69	\$ 45.92
Staff Vehicle/One Person	\$ 147.69	\$ 36.92

All Billing will be done starting with a one hour minimum, and then will be in 15 minute increments; Starting with dispatch time, and ending with Available On Radio (AOR) time

Governing Board Meeting – September 27, 2017

Agenda Item: 4

BOD#: 2017-09-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None

Governing Board Meeting – September 27, 2017

Agenda Item: 5

BOD#: 2017-09-30

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”

